

**CITY OF SAN ANTONIO  
OFFICE OF CUSTOMER SERVICE/311 SYSTEM  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Antonio A. Bosmans, Director Office of Customer Service/311

**SUBJECT:** License Agreement for use of temporary site at McCreless Mall

**DATE:** March 3, 2005

**SUMMARY AND RECOMMENDATIONS**

Ordinance authorizing the execution of a License Agreement with H.E.B. Grocery Company, LP for up to two years (March 2005-February 2007) for use of approximately one-quarter acre (11,234 sq. ft.) of parking lot property to serve as a temporary location for the McCreless Community Link Service Center. The Community Link Center operation is being displaced by the mall's redevelopment plans and will be moved into a modular building on the McCreless Mall parking lot. The terms of the License Agreement, effective immediately upon Ordinance passage, call for use of the parking lot property at no cost to the City. The City will provide the modular building as well as utilities and phone services to the site.

Staff recommends approval.

**BACKGROUND INFORMATION**

Since opening its doors for business on July 23, 1999, the McCreless Community Link Service Center has assisted thousands of City residents with a wide variety of services. Like other Community Link Service Centers, the McCreless location is open six days a week and provides free parking. Last year, the McCreless Community Link processed more than 56,000 customer transactions, collecting more than \$1.07 million in City revenues. At McCreless Community Link, citizens can pay for municipal parking/traffic tickets, City/County Park reservations, building trade permits, immunization records, local and State birth certificates as well as pet licenses. The Link Center also provides on-line City job application services.

In mid-January 2005, H.E.B. Grocery announced its plans to tear down a large portion of the existing mall to make way for a multi-million dollar redevelopment. As a result, the McCreless Community Link Service Center was asked to relocate its operations with an offer to use the mall's north parking lot along Ada Street as a temporary location. The City opted to rent a modular building (60' x 24') to be placed in that area. Relocation must occur no later than April 20, 2005, when the current in-mall lease terminates as a result of the mall's 90-day Notice to Vacate. It is the City's intention to negotiate for a possible future space in the area's redevelopment.

## **POLICY ANALYSIS**

Approval of this License Agreement is consistent with the City's policy to identify suitable locations for City facilities with reasonable rental charges.

## **FISCAL IMPACT**

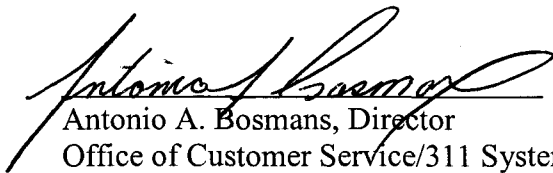
Under the terms of this License Agreement, the City will not be required to pay for the use of the parking lot area. General Funds in this year's 2005 budget, formerly earmarked for Rent in the mall, will be rededicated to the Center's relocation costs, rental of a modular building and monthly utilities. The modular rental including delivery and set-up costs is estimated at \$11,029 for the remainder of the fiscal year. That constitutes a savings of \$8,971 from the original Mall Rent. Those dollars will be used towards the cost of relocating phone and electrical service, moving furniture/equipment, installation of sewer/water connections, along with construction of a wheelchair ramp and back stairs for the modular unit.

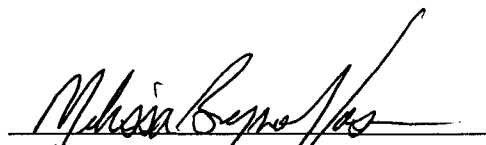
## **COORDINATION**

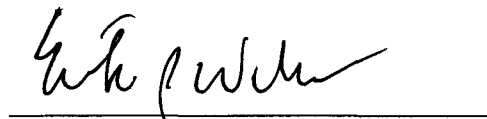
This item has been coordinated with the City Attorney's Office, Asset Management, Office of Management and Budget and Finance.

## **SUPPLEMENTARY COMMENTS**

A City of San Antonio Discretionary Contracts Disclosure Statement is required and has been signed by the proper representative(s) of H.E.B. Grocery Company, LP.

  
Antonio A. Bosmans, Director  
Office of Customer Service/311 System

  
Melissa Byrne Vossmer  
Assistant City Manager

↓   
J. Rolando Bono  
Interim City Manager

## LICENSE AGREEMENT

This License Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between HEB Grocery Company, LP ("Licensor"), and City of San Antonio, a Texas municipal corporation ("Licensee").

### RECITALS

1. Licensor is the owner or lessee of certain real property having a street address of 4100 South New Braunfels, in San Antonio, Texas (the "Property").
2. The parties desire to enter this License Agreement to provide Licensee with the right to use the Property for a temporary office for the Community Link Service Center.
3. The Community Link Service Center is a program of Licensee.

### AGREEMENT

In consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. Licensor grants to Licensee the right to use the Property for: a temporary office for the Community Link Service Center. Licensee shall have the right to place a modular building on the Property in the area labeled "Premises" on Exhibit A.
2. The right granted to Licensee shall commence on March 1, 2005 and expire on February 28, 2007.
3. Licensee agrees to pay to Licensor rent for the use of the licensed area in the amount of \$ 0.00 for use of the Property.
4. All cost of installation, maintenance, operation, and removal of Licensee's property is the responsibility of Licensee. Subject to approval of funding by City Council, upon expiration or termination of this Agreement, Licensee's property shall be removed by Licensee and the licensed area restored to its condition existing prior to the time of installation, unless otherwise approved by Licensor. Licensee shall maintain the Property and surrounding area in a neat and clean condition satisfactory to Licensor.
5. Licensee's possession of the Premises shall be in "as-is" condition. Licensee agrees that no representations about the condition of the Premises or the suitability or habitability of the Premises have been made by Licensor.
6. Licensee shall obtain and maintain in effect a policy of general public liability

insurance issued by an insurer acceptable to Licensor, protecting Licensee, with combined bodily injury and property damage limits of not less than \$1,000,000 for each occurrence.

Licensee shall forward the certificates of insurance to the following address: HEB Grocery Company, LP, Attn: Shopping Center Development, P O Box 839955, San Antonio TX 78283-3955.

Licensee shall deliver to Licensor certificates of insurance evidencing the required coverage, prior to commencement of the term hereof and as a condition precedent to Licensee's rights hereunder.

Licensee shall have the right to self insure for such insurance coverages.

5. Licensee shall comply with all laws, ordinances, orders, rules, regulations and requirements of all governmental authorities applicable to the Property and to Licensee. Licensee shall obtain at Licensee's expense any permit of any kind required to operate Licensee's business in the Property.
6. Licensee shall obtain all utility services from the utility companies and shall pay any and all utility bills in connection with its operation. Licensee may run utility lines across Licensor's adjacent property to get to the Property.
7. Licensee shall not cause or permit any liens to be created against the Property for work performed or materials furnished to Licensee.
8. Licensee shall pay all sales taxes, and other assessments of any kind imposed on the business of Licensee.
9. Nothing contained herein shall be deemed to create the relationship of principal and agent, or partnership or joint venture or any association between Licensor and Licensee other than the relationship of Licensor and Licensee.
10. This License is not assignable by Licensee and any assignment shall render this Agreement canceled and of no further effect.
11. This License Agreement may be terminated by either party by providing 30 days written notice, mailed or Federal Expressed to the other party.
12. Licensor will assure that both Licensee and the general public have reasonable access to the Property across Licensor's other property to and from a public street. Licensor will use reasonable efforts to minimize adverse effect on Licensee's operations from Licensor's construction activities on nearby property.

IN WITNESS WHEREOF, the parties hereto have signed this License Agreement to be effective as of the effective date of the Authorizing Ordinance specified below.

LICENSOR: HEB Grocery Company, LP

By: Jodi B. Kirksey  
Name: Jodi B. Kirksey  
Its: Director, Shopping Center Development

LICENSEE: City of San Antonio, a Texas municipal corporation  
P.O. Box 839966  
San Antonio TX 78283-3966  
Attn: Linda Wasserman, Sp. Proj. Mgr  
Ph: 210/207-3313

By: \_\_\_\_\_  
Interim City Manager or Designee

Date: \_\_\_\_\_

Authorizing Ordinance: \_\_\_\_\_

**Attest:**

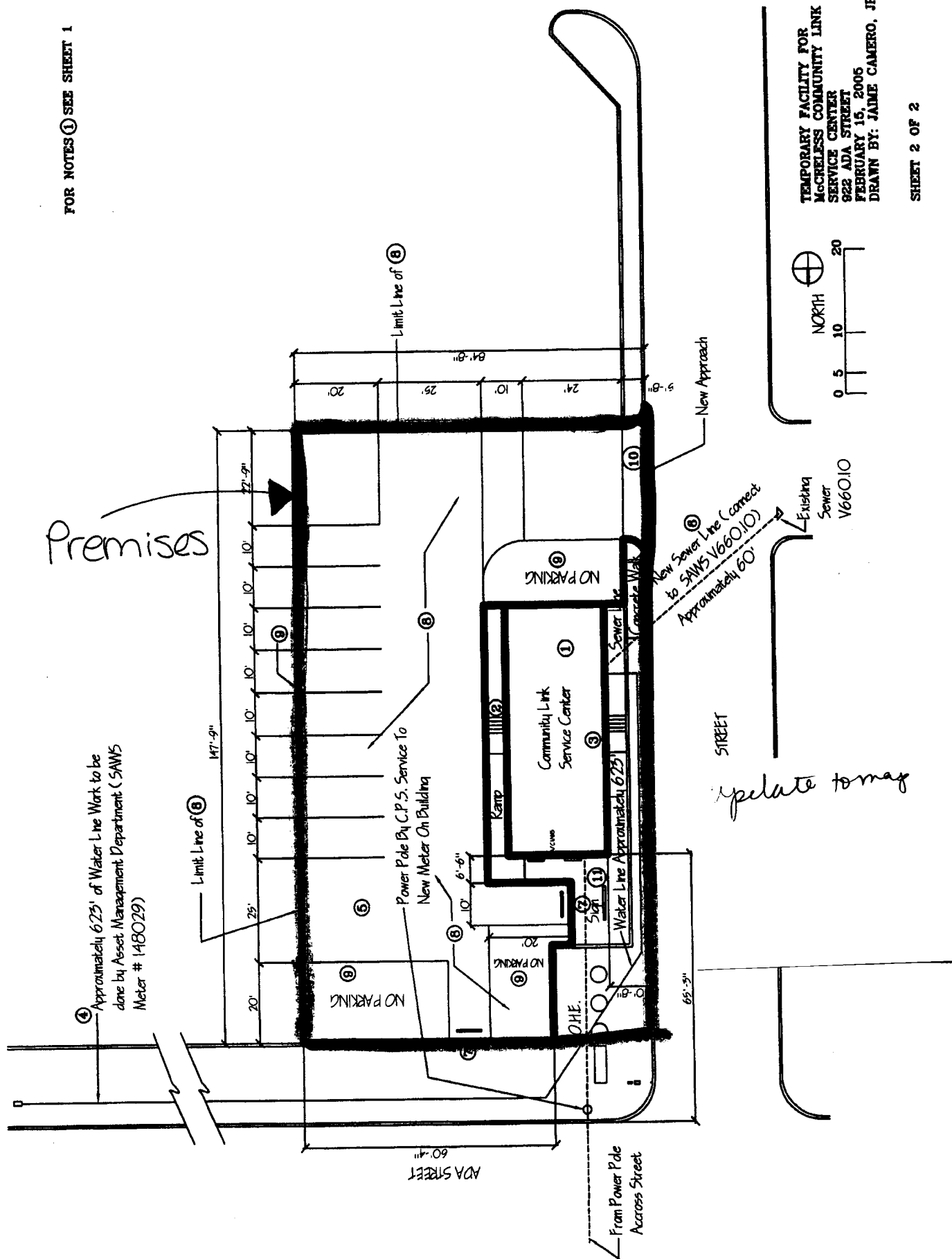
\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

TEMPORARY FACILITY FOR  
MC-CRELESS COMMUNITY LINK  
SERVICE CENTER  
922 ADA STREET  
FEBRUARY 15, 2005  
DRAWN BY: JAIME CAMERO, JR.

# Exhibit A



## City of San Antonio Discretionary Contracts Disclosure\*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

### Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

N/A

(2) the identity of any **business entity**<sup>1</sup> that would be a party to the discretionary contract:

HEB Grocery Company, LP

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

N/A

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

N/A

<sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

- (3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

#### Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
None		

#### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

<b>Signature:</b>  Jodi B. Kirksey	<b>Title:</b> Director, Shopping Ctr Dev. <b>Company:</b> HEB Grocery Company, LP	<b>Date:</b> 2/24/05

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.