

ORDINANCE 2022-09-15-0686

RENEWING THE NO COST LEASE WITH HEBCO DEVELOPMENT INC. FOR 1,600 SQUARE FEET OF OFFICE/RETAIL SPACE LOCATED AT THE MCCRELESS MARKET SHOPPING CENTER FOR USE BY THE SAN ANTONIO POLICE DEPARTMENT'S SAN ANTONIO FEAR FREE ENVIRONMENT (SAFFE) UNIT, WITH A TERM ENDING SEPTEMBER 30, 2024.

* * * * *

WHEREAS, SAFFE is an integral component of the SAPD's approach to Community-Oriented Policing; this philosophy embraces a partnership between the community and police in identifying, evaluating and resolving community concerns, problems, quality of life issues, and reducing fear of crime. To accomplish this mission, SAFFE officers establish and maintain day-to-day interaction with residents and businesses within their assigned areas, and also serve as a liaison with other public and private entities; and

WHEREAS, operating from this facility since April 2009, SAPD chose this location because it is anchored by retail establishments that generate substantial visitor traffic, making the site highly visible to the community; additionally, the site has been designed to incorporate community meeting space and office space to conduct the SAFFE mission. The property owner, HEBCO Development Inc., recognizes the value of maintaining an SAPD storefront in the community and has agreed to continue to provide the space at no charge; and

WHEREAS, the current lease will expire on September 30, 2022 and the landlord has agreed to continue providing the space at no charge for two additional years; this action is consistent with the City Council's request that SAPD establish storefront operations visible to the public as a method of increasing the presence of officers in the community; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:


SECTION 1. The City Council authorizes the City Manager or designee to renew the no cost lease with HEBCO Development Inc. for 1,600 square feet of office/retail space located at the McCreless Market Shopping Center for use by the San Antonio Police Department's San Antonio Fear Free Environment (SAFFE) unit, with a term ending September 30, 2024 as shown in **Attachment I.**

SECTION 2. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

VS
9/15/2022
Item No. 16

SECTION 3. This Ordinance becomes effective immediately upon its passage by eight (8) votes or more and 10 days after passage upon its approval by less than eight (8) votes.

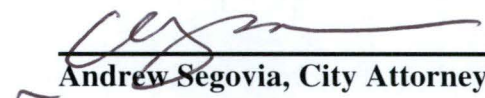
PASSED AND APPROVED this 15th day of September, 2022.


M A Y O R
Ron Nirenberg

ATTEST:


Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting September 15, 2022

16.

2022-09-15-0686

Ordinance renewing the no cost lease with HEB CO Development Inc. for 1,600 square feet of office/retail space located at the McCreless Market Shopping Center for use by the San Antonio Police Department's San Antonio Fear Free Environment (SAFFE) unit, with a term ending September 30, 2024. [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations]

Councilmember Perry moved to approve. Councilmember Rocha Garcia seconded the motion. The motion carried by the following vote:

Aye:	Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrdá, Pelaez, Courage, Perry
Recuse:	Nirenberg
Absent:	Sandoval

VS
9/15/2022
Item No. 16

ATTACHMENT I

4th Renewal and Extension of Lease Agreement

(SAFFE Substation, 3850 S. New Braunfels, Suite 110)

1. Identifying Information.

**Ordinance Authorizing
4th Renewal and
Extension:**

Landlord: HEBCO Development, Inc.

Landlord's Address: HEBCO Development, Inc., Attn: Shopping Center
Development, 646 S. Flores Street, San Antonio, Texas
78204

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Leasing Manager, Center City Development
Office)

Lease: SAFFE Substation (3850 S. New Braunfels, Suite 110)
Lease dated as of November 20, 2008, between Landlord
and Tenant relating to approximately 1,600 square feet in
the McCreless Mall Shopping Center and authorized by
the Ordinance Authorizing Original Lease.

**Ordinance Authorizing
Original Lease:** 2008-11-20-1035

**Ordinances Authorizing
Renewal & Extensions:** 1st Renewal 2014-04-10-0219
2nd Renewal 2019-11-07-0905
3rd Renewal 2020-10-01-0697

**Beginning of Renewal
Term:** October 1, 2022

**Expiration of Renewal
Term:** September 30, 2024

2. Defined Terms.

All terms used in this instrument and not otherwise defined herein but defined in the Lease have the meanings previously ascribed to them. References to "Lease" in this Renewal and Extension of Lease include the original Lease.

3. Term, Renewal and Extension.

The term of the Lease is extended from the Beginning of Renewal Term through and including the Expiration of Renewal Term.

4. Rent.

As in the original Lease, there is no rent due under the Lease for this renewal term and the Premises shall be made available to Tenant at no charge.

5. Landlord's Early Termination.

Landlord shall have the right to terminate this Lease upon ninety (90) days written notice to Tenant.

6. No Contractual Right to Further Renewal.

Tenant has no contractual right to renew the Lease further than the renewal term provided for in this document.

7. No Default.

Neither Landlord nor Tenant is in default under the Lease, and neither party is aware of a cause of action against the other arising out of or relating to the period before this Renewal and Extension.

8. Same Terms and Conditions.

This Renewal and Extension instrument is a fully integrated statement of the modifications to the Lease. Except as expressly modified by this renewal and extension, the Lease remains a comprehensive statement of the rights and obligations of Landlord and Tenant. Landlord and Tenant reaffirm the Lease as modified by this agreement. Landlord and Tenant reaffirm the Lease as modified by this agreement and represent to each other that no written right or obligation of either party has been waived such that it would impair exercise of the right or enforcement of the obligation on a future occasion.

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9. Public Information.

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

In Witness Whereof, the parties have caused their representatives to set their hands.

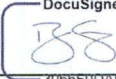
Tenant:

Landlord:

City of San Antonio, a Texas municipal corporation

HEBCO Development, Inc.

By: _____

By:  _____

Benjamin Scott

Vice President of Real Estate

Tax ID: 74-2598597

Printed
Name: _____

Title: _____

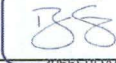
Date: 6/14/2022 _____

Date: _____

Approved as to Form:

City Attorney

DocuSigned by:



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DS

JC