

CITY OF SAN ANTONIO  
DEPARTMENT OF ASSET MANAGEMENT  
INTERDEPARTMENTAL CORRESPONDENCE

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**TO:** Mayor and City Council  
**FROM:** Rebecca Waldman, Director, Department of Asset Management  
**THROUGH:** Terry M. Brechtel, City Manager  
**COPIES:** Christopher Brady, Frank Garza, and Edward Garcia  
**RE:** Amending the Lease Agreement with Magik Theater and authorizing an associated Security Agreement and Promissory Note  
**DATE:** December 13, 2001

**SUMMARY AND RECOMMENDATIONS:**

This ordinance amends the existing Lease Agreement with Magik Theater by modifying the provisions related to payment for chilled water use, extending the completion of a major renovation to the theater, clarifying reporting requirements, and authorizes the City of San Antonio to enter into a Security Agreement with Magik Theater who will sign a Promissory Note for chilled water charges incurred during the first year (July 1997 – June 1998) of the lease term in the amount of \$9,208.84 to be paid out over a twenty-four month period.

Staff recommends City Council’s approval of this request.

**BACKGROUND INFORMATION:**

The Magik Theater is a non-profit arts organization committed to bringing live theater productions to San Antonio children and their families at a reasonable cost. The company has 14 full time actors who perform over 300 productions yearly. The City leased the Beethoven Hall/Magik Theater to the Magik Theater (Tenant) on May 8, 1997, through Ordinance number 86014. The lease provided Magik a better facility for their performances and provided the City with a Tenant who would utilize and restore this City owned facility.

Under the terms of this Lease, which has an initial term of fifteen (15) years and a renewal option of ten (10) years, the Tenant is obligated to pay a preservation fee on tickets sold in lieu of rent. Tenant may use preservation fees with City approval for capital improvements and repair and maintenance if the costs of the repairs exceed the Tenant’s annual budget for those items. The Lease also obligates the Tenant to complete a major renovation to this City-owned facility of approximately \$2 million no later than June 30, 2001. This facility is serviced by the chilled water system that serves Hemisfair, La Villita, and other nearby facilities. The Lease also states that the Tenant is obligated to pay the greater

of 25% of chilled water use or 3% gross sales of the theater for the first year of the Lease term (July 1997-June 1998). The portion to be paid by the Tenant for subsequent years would be determined after the end of the first year.

The Amendment is needed to accomplish the following:

- Secure payment of the first year chilled water costs. The Tenant owes \$9,208.84 for the first year's chilled water usage in accordance with the Lease. Due to other operating expenses and the continuing need for repairs and improvements to the facility, they have been unable to pay this amount. A Security Agreement and Promissory Note will obligate the Tenant to pay twenty-four (24) monthly installments for a total of \$9,208.84 for the first year's chilled water costs. This becomes effective thirty days after the date of this ordinance. Tenant's failure to fulfill this obligation shall be an event of default and the City will be assigned all revenues from ticket sales at Beethoven Hall as security for the debt.
- Determine chilled water costs after the first year of the lease. Recent reviews of various Lease Agreements for City-owned property at Hemisfair concluded that Magik's chilled water lease obligations were not consistent with other non-profit tenants. The Amendment will allow the Magik Lease to be comparable to other City agreements with non-profit organizations utilizing City facilities. For this reason, and to allow Magik to use available funds for programming and other operating expenses, this amendment proposes that Magik not be obligated to pay for chilled water costs from the end of the first year through June 30, 2007. This date coincides with the date by which Tenant will have completed the renovations to the theater as described below. At that time, Staff can reevaluate the Tenant's ability to reimburse these costs to the City.
- Provide a threshold for chilled water. A threshold for chilled water use based on historical use of chilled water has been established. The Tenant will be obligated to pay 100% of the cost for chilled water above the set threshold, thereby encouraging the Tenant to use water conservatively.
- Obligate the Tenant to complete a major renovation of the facility by June 2007. Prior to opening their operation in 1997, the Tenant had invested over \$200,000 in improvements to the Beethoven facility. The Lease required the Tenant to provide an additional \$2 million dollar renovation to the theater by June 2001. Tenant's focus on programming, operational issues and the initial restoration to the facility have not allowed them to initiate a fund raising campaign to date. The amendment will extend the time period for the Tenant to complete the major improvements to June 2007.
- Clarify Tenant obligations to provide quarterly and annual reports of their income and expenditures and bank statements for preservation fees. The Amendment also includes a provision that Tenant will provide the City with audited financial statements each year. The Amendment will also address bus parking and bus loading and unloading issues that were identified by the Convention Facilities Department.

**POLICY ANALYSIS:**

This agreement is consistent with the City's Policy of providing available space in City-owned facilities to non-profit organizations for a publicly beneficial use. This action amends the previously approved agreement.

**FISCAL IMPACT:**

The City will receive \$9,208.84 due for chilled water costs as outlined in the Lease Agreement. The Tenant will enter into a Security Agreement with the City and will sign a Promissory Note to pay \$383.42 each month over the next twenty-four months. In order to allow the Tenant to use available funds for programming and other operating expenses, this amendment proposes that Magik not be obligated to pay for chilled water costs from the end of the first year through June 30, 2007. This will also provide Magik an opportunity to initiate a fund raising campaign to complete the theater renovations.

**COORDINATION:**

This item has been coordinated with the following departments: City Attorney's Office and Convention Facilities Department.

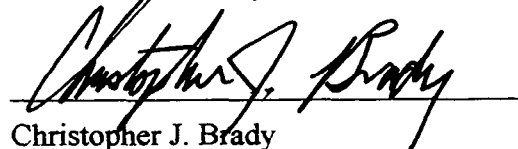
**SUPPLEMENTARY COMMENTS:**

Discretionary Contract Disclosure form is attached.

**SIGNATURES:**



Rebecca Waldman, Director



Christopher J. Brady  
Assistant City Manager

Approved



Terry M. Brechtel  
City Manager

### City of San Antonio Discretionary Contracts Disclosure

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

#### 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:

NOT APPLICABLE

(2) the identity of any business entity that would be a party to the discretionary contract and the name of:

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

NOT APPLICABLE

(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:

NOT APPLICABLE

(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:

#### 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 member of 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 entity include, but are not limited to, contributions made through the officers, owners, or registered lobbyists of the entity.


To Whom Made:	Amount:	Date of Contribution:
We do NOT MAKE political contributions		

### City of San Antonio Discretionary Contracts Disclosure

For use of this form, see City of San Antonio Ethics Code, Part D, Section 16.2

#### 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>1</sup> as to whether any city official would violate Section 1 of Part D by participating in official action relating to the discretionary contract.

Signature: 	Date: 11/30/01

<sup>1</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 focused or require careful consideration of whether or not action is required.

CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
PUBLIC WORKS DEPARTMENT

CONSENT AGENDA  
ITEM NO. 34

**TO:** Mayor and City Council

**FROM:** Thomas G. Wendorf, P.E., Director of Public Works

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES TO:** Melissa B. Vossmer; Steven F. Hodges; File

**SUBJECT:** Ordinance authorizing payment of legal fees incurred in land acquisition related to various Community Development Block Grant Projects

**DATE:** December 13, 2001

**SUMMARY AND RECOMMENDATION**

This Ordinance authorizes payment in the sum of \$10,498.86 to Bracewell & Patterson, L.L.P, for legal services in connection with the Chico - Knox & Margil Community Development Block Grant (CDBG) Project (\$2,425.52) and the Glider and Landing - Gunsmoke to Loop 410 Community Development Block Grant (CDBG) Project (\$8,073.34). These projects are located in Council Districts 5 and 6.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

The Chico - Knox & Margil Community Development Block Grant (CDBG) Project has been completed.

We have two signed instruments in the two-parcel Glider and Landing - Gunsmoke to Loop 410 (CDBG) Project. This project will let for contract in December 2001. The scope of this project includes the reconstruction of Glider and Landing from Gunsmoke to Loop 410 and Altitude from Landing north to cul-de-sac to a 30' width. It will also provide for reconstruction of the drainage channel from Altitude to Observation. This project will include parkway improvements such as, new curbs, sidewalks, driveway approaches and necessary drainage and utility improvements.

The invoices for these legal services have been reviewed for accuracy by the City Attorney's Office, who recommends payment as requested.

**POLICY ANALYSIS**

Approval of this ordinance for payment of legal services rendered is necessary to complete the acquisition of these projects.

**FISCAL IMPACT**

The total sum to be expended under this Ordinance is \$10,498.86. Funds are available from Community Development Block Grant (CDBG) Funds.

**COORDINATION**

This ordinance was coordinated with the Department of Housing and Community Development and the City Attorney's Office.

**SUPPLEMENTARY COMMENTS**

The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is attached.



Thomas G. Wendorf, P.E.  
Director of Public Works

11/19/01



Melissa Byrne Vossmer  
Assistant City Manager

Approved:



Terry M. Brechtel  
City Manager

**ATTACHMENT 1**

**FISCAL DATA**

**Project Name: CHICO – KNOX & MARGIL (CDBG) PROJECT  
Council District 5**

**Budget Information:**

This is a one-time capital expenditure.

Funds are available from Project No. 26-013489.

Funds in the amount of \$2,425.52 are included in the Capital Improvement Program Budget.

This item is within budget.

This item represents a portion of a total estimated project cost of \$304,500.00.

**Project Name: GLIDER AND LANDING – GUNSMOKE TO LOOP 410 (CDBG) PROJECT  
Council District 6**

**Budget Information:**

This is a one-time capital expenditure.

Funds are available from Fund 28-027030 transferred to Project No. 28-099188

Funds in the amount of \$8,073.34 are included in the Capital Improvement Program Budget.

This item is within budget.

This item represents a portion of a total estimated project cost of \$236,250.00

**City of San Antonio**  
**Discretionary Contracts Disclosure**

*For use of this form, see City of San Antonio Ethics Code, Part D, Section 1&2  
Attach additional sheets if space provided is not sufficient*

**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;

Not applicable.

(2) the identity of any business entity that would be a party to the discretionary contract;

\_\_\_\_\_ and the name of:

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

- (i) Bracewell & Patterson, L.L.P. is the business entity that is the party to the discretionary contract.
- (ii) None.

(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;

See attached list of Bracewell & Patterson, L.L.P. partners.

(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.

None.

**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 member of 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, or registered lobbyists of the entity.

# City of San Antonio


## Discretionary Contracts Disclosure

For use of this form, see City of San Antonio Ethics Code, Part D, Section 1&2  
Attach additional sheets if space provided is not sufficient

To Whom Made:	Amount:	Date of Contribution:
Tim Bannwolf	\$24,650.00	All within the last 24 months.
Carroll Schubert	\$1,200.00	
Art Hall	\$100.00	
Ed Garza	\$5,250.00	
Debra Guerrero	\$500.00	
Bobby Perez	\$200.00	

### 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>1</sup> as to whether any city official would violate Section 1 of Part B by participating in official action relating to the discretionary contract.

<b>Signature:</b> 	<b>Title:</b> Partner in Charge – San Antonio office  <b>Company:</b> Bracewell & Patterson, L.L.P.	<b>Date:</b> 6/2/01

J. Tulos Wells

<sup>1</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.

## BRACEWELL & PATTERSON, L.L.P.

### PARTNERS LISTING

Roger D. Aksamit  
Glenn A. Ballard, Jr.  
John H. Barr, Jr.  
Ileana M. Blanco  
John L. Bland  
Gregory M. Bopp  
Fentress Bracewell  
Searcy Bracewell  
James E. Bradley  
John R. Brantley  
Lisa A. Brown  
Bob Casey, Jr.  
Robert L. Clarke  
B. Thomas Cook  
Eugene A. Cook  
Stephen B. Crain  
Robert C. Curfiss  
W. Cleland Dade  
Mark C. Evans  
Michael P. Fleming  
Joe H. Foy  
Kelly Frels  
Charles W. Giraud, III  
Randall K. Glover  
Dewey J. Gonsoulin, Jr.  
J. Clifford Gunter, III  
William D. Gutermuth  
Amy Karff Halevy  
Warren W. Harris  
William J. Hayes  
Laura B. Herring  
Tracy D. Hester  
David B. Hodgins  
Jeffrey J. Horner  
Janet L. Horton  
Robert J. Hull  
Martin J. Hunt  
Dean D. Hunt  
Jennifer W. Jacobs  
Bruce R. Jocz  
Albert B. Kimball

V. Scott Kneese  
Thomas C. Kruse  
Michael Kuhn  
Marcy E. Kurtz  
David W. Locascio  
Geoffrey A. Long  
William T. Luedke  
Thomas D. Manford  
Edgar J. Marston, III  
Ralph D. McBride  
Thomas M. Melo  
Arturo G. Michel  
Robin J. Miles  
Thomas O. Moore, III  
Gary W. Orloff  
Patrick C. Oxford  
Carrin F. Patman  
Alfredo R. Perez  
G. Alan Raffte  
Tracie J. Renfroe  
Richard C. Rice  
Kent A. Rowald  
Scott C. Sanders  
Merri Schneider-Vogel  
Ronald Scott  
Phillip D. Sharp  
Andrew F. Spalding  
Robert G. Stephens  
Phyllis P. Stephenson  
Margaret B. Symonds  
Clark G. Thompson, Jr.  
David J. Thompson, III  
Ben Tobor  
Frank S. Vanden, III  
Carol Vance  
G. Waverly Vest, Jr.  
Gregory J. Vojack  
Earl D. Weed  
Mark W. Wege  
Marc F. Wiegand  
Carlton Wilde

William Key Wilde  
R. Daniel Witschey  
Rick L. Wittenbraker  
Trey A. Wood, III  
Thomas W. Adkins  
Robert C. Alden  
Stephen W. Benesh  
Andrew J. Dillon  
Joseph M. Ford  
Paul W. Fox  
Lacey L. Gourley  
Eric Groten  
Kenneth Ramirez  
Philip F. Ricketts  
Andrew M. Taylor  
Anthony H. Anikeeff  
Ed Bethune  
Jim Chapman  
Robert L. Clarke  
John R. Cope  
Kevin A. Ewing  
George Foote  
Gene E. Godley  
Stephen F. Hogwood  
Albert B. Krachman  
Nancy Jo Nelson  
Luis M. Nido  
Nancy M. O'Connor  
Michael L. Pate  
Randall S. Rich  
Scott H. Segal  
Charles H. Shoneman  
Jeffrey D. Watkiss  
Nancy A. Wodka  
Gayle A. Boone  
Sanford M. Brown  
Janice Z. Davis  
Michael L. Dinnin  
Jim L. Flegle  
William H. Millard  
John F. Podvin, Jr.  
Christopher H. Rentzel  
Lynn Rossie Scott  
Sandra L. Skogen

Michael W. Tankersley  
Lon R. Williams, Jr.  
Allan C. Wisk  
Frank W. Baker  
Mario A. Barrera  
Ruben R. Barrera  
Elizabeth C. Breazeale  
Leslie S. Byrd  
Richard C. Danysh  
John A. Ferguson, Jr.  
Victoria Garcia  
J. Joe Harris  
Judy K. Jetelina  
Russell S. Johnson  
Mark A. Jones  
James H. Kizziar, Jr.  
George P. Parker, Jr.  
Frank Z. Ruttenberg  
Annalyn G. Smith  
J. Tullos Wells  
Roberta J. Hegland  
Colleen M. McHugh  
Robert S. Nichols  
Grant R. Decker  
Patrick T. Dulany  
Kurt C. Rommel  
William L. Stauffer, Jr.  
Charles D. Gunter  
Lynn Rossi Scott  
Lon R. Williams, Jr.

CITY OF SAN ANTONIO  
 INDEPARTMENTAL MEMORANDUM  
 PUBLIC WORKS DEPARTMENT

**TO:** Mayor and City Council

**FROM:** Thomas G. Wendorf, P.E., Director of Public Works

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES TO:** Melissa B. Vossmer; Steven F. Hodges; File

**SUBJECT:** Ordinance appropriating the amount of \$1,000.00 for Right of Entry Agreements in connection with the Fay Phase I Community Development Block Grant Project.

**DATE:** December 13, 2001

**SUMMARY AND RECOMMENDATION**

This Ordinance appropriates the amount of \$1,000.00 for Right of Entry Fees to pay for ten Right of Entry Agreements to certain privately owned real property in connection with the Fay Phase I Community Development Block Grant Project in Council District 5. This ordinance authorizes city staff to acquire these Right of Entry Agreements.

Staff recommends the approval of this ordinance.

**BACKGROUND INFORMATION**

There are ten Right of Entry Agreements to be acquired in the ten-parcel project. This project is scheduled to let for contract in January 2002. Construction of this project is scheduled to begin in May 2002 and projected to be completed in November 2002. The scope of this project consists of providing a 27 foot wide, two-lane typical roadway with underground storm water drainage. Project will reconstruct Fay and Quintana to the midpoint between Crittendon and Creighton and Crittendon from Fay to Southcross and includes four-foot sidewalks, curbs, and driveway approaches.

**POLICY ANALYSIS:**

This ordinance will streamline the process for acquiring Right of Entry Agreements and will allow the City to perform street and drainage improvements in the project.

**FISCAL IMPACT**

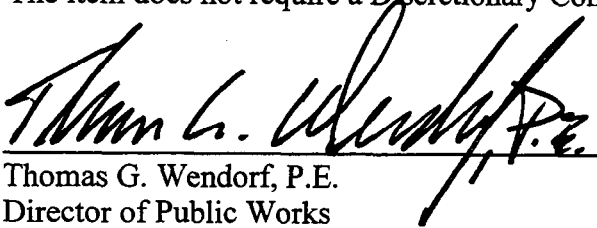
The total sum to be expended in this Ordinance is \$1,000.00 from 27<sup>th</sup> Year Community Development Block Grant Funds.

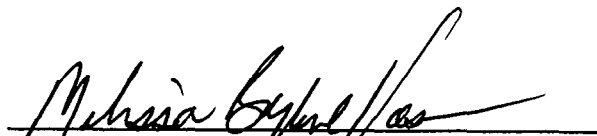
**COORDINATION**

This ordinance was coordinated with the City Attorney's Office, the Finance Department and the Department of Housing and Community Development.


**SUPPLEMENTARY COMMENTS**

The item does not require a Discretionary Contracts Disclosure Form.

 11/27/01  
Thomas G. Wendorf, P.E.  
Director of Public Works

  
Melissa Byrne Vosmer  
Assistant City Manager

Approved:

  
Terry M. Brechtel  
City Manager

**ATTACHMENT I**

**FISCAL DATA**

**Project Name: FAY PHASE I COMMUNITY DEVELOPMENT BLOCK  
GRANT PROJECT  
Council District 5**

**Budget Information:**

This is a one-time capital expenditure.

Funds are available from 27<sup>th</sup> Year Community Development Block Grant Funds.

Funds in the amount of \$1,000.00 are included in the Capital Improvement Program Budget.

This item is within budget.

This item represents a portion of a total estimated project cost of \$541,473.00.

# Project: Fay Phase I - Corner Clips

## Parcel Nos.: 16811 through 16820



**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
PUBLIC WORKS DEPARTMENT**

**TO:** Mayor and City Council

**FROM:** Thomas G. Wendorf, P.E., Director of Public Works

**COPIES TO:** Melissa B. Vossmer; Robert Ojeda; Malcolm Matthews; Steven F. Hodges; File

**SUBJECT:** Ordinance authorizing payment of \$9,175.00 for appraisal fees incurred in land acquisition

**DATE:** December 13, 2001

**SUMMARY AND RECOMMENDATIONS**

This Ordinance authorizes payment in the amount of \$9,175.00 to Eckmann, Groll & Runyan, Inc., for appraisal services in connection with the Ashley Road – Bascum to South Flores Project (\$600.00), Bitters Road – West Avenue to Heimer Metropolitan Planning Organization Project (\$5,475.00), Fire Station No. 25 Project (\$1,950.00), Fire Station No. 47 Project (\$500.00), Salado Creek Greenway (Hike and Bike) Project (\$250.00), and Tom Slick Community Park Project (\$400.00), for a total sum of \$9,175.00. These projects are located in various City Council Districts.

Staff recommends the approval of this ordinance.

**BACKGROUND INFORMATION**

The invoices for these appraisal services have been reviewed for accuracy by the City Attorney's Office who recommends payment as requested.

**Ashley Road – Bascum to South Flores Project** – We have 56 signed instruments in the 60-parcel project. Four parcels have been submitted to the City Attorney's Office for condemnation proceedings. Construction on this project is complete.

**Bitters Road – West Avenue to Heimer Road Project** – We have two signed instruments in the ten parcel project. Three parcels have been submitted to the City Attorney's Office for condemnation proceedings. Two parcels are still in negotiation. The remaining three parcels are in abeyance. This project will be let for contract in March 2002 by the Texas Department of Transportation and is scheduled to start construction in May 2002 and to be completed in May 2003. The scope of this project includes the widening of the existing roadway to seven lanes adding left and right turn lanes at U.S. 281 to facilitate traffic thru the intersection of U.S. 281 and upgrade traffic signalization. This project will also include the construction of six-foot sidewalks at the curb.

**Fire Station No. 25 Project** – We have two signed instruments in the four-parcel project. One parcel has been condemned and the remaining parcel has been submitted to the City Attorney's Office for condemnation proceedings. The four parcels being considered for land acquisition are for the relocation and development of Fire Station No. 25.

**Fire Station No. 47 Project** – We have a Right of Access Agreement on one parcel in the two-parcel project. One parcel is a temporary site while the second parcel is being considered for the permanent site. Feasibility assessments are still under investigation.

**Salado Creek Greenway (Hike and Bike) Project** – We have three signed instruments in the 17-parcel project. Two parcels have been submitted to the City Attorney's Office to begin condemnation proceedings. The 12 remaining parcels are still in negotiation. The Real Estate Section will acquire six of the fee simple parcels and Pape-Dawson Engineers, Inc. has been contracted for the acquisition of the 11 permanent easement parcels. This project is scheduled to be advertised for competitive bids in July 2002. Construction is scheduled to begin in September 2002 and to be completed in September 2003. The scope of work for this project includes constructing a hike and bike trail from Willow Springs Golf Course to Comanche Park.

**Tom Slick Community Park Project** – The City constructed a park in this area just south of the Southwest Foundation for Biomedical Research. The property purchased will be used for pedestrian access to the park. The secondary use for this property will be emergency access to the park.

#### **POLICY ANALYSIS**

Approval of this ordinance for payment of appraisal services is necessary to complete the real estate transactions on the acquisition of the properties in these projects.

**FISCAL IMPACT**

The total sum to be expended under this Ordinance is \$9,175.00 out of the following funding sources:


1986 Certificates of Obligation	\$1,950.00
1987 General Obligation Street Bonds (Sold in 1991)	600.00
1999 Certificates of Obligation	500.00
1999 Flood Control & Park Improvement Bonds	250.00
2000 Street Certificates of Obligation	5,475.00
Soil Remediation Fund	<u>400.00</u>
	\$9,175.00

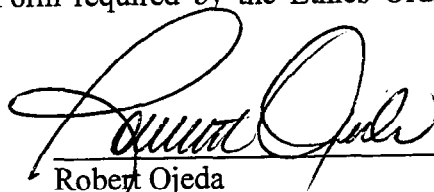
**COORDINATION**

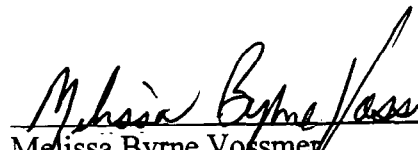
This ordinance was coordinated with the Department of Finance, Fire Department, Parks & Recreation Department, and the Texas Department of Transportation.

**SUPPLEMENTARY COMMENTS**

The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is attached.


  
\_\_\_\_\_  
Thomas G. Wendorf, P.E.  
Director of Public Works 11/19/01

  
\_\_\_\_\_  
Robert Ojeda  
Fire Chief

  
\_\_\_\_\_  
Melissa Byrne Vossmer  
Assistant City Manager

  
\_\_\_\_\_  
Malcolm Matthews  
Director of Parks & Recreation

Approved:

  
\_\_\_\_\_  
Terry M. Brechtel  
City Manager

**ATTACHMENT 1**  
**FISCAL DATA**

**Project Name: ASHLEY ROAD – BASCUM TO SOUTH FLORES PROJECT**  
Council District 3

**Budget Information:**

This is a one-time capital expenditure.

Funds are available from 1987 General Obligation Street Bonds (Sold in 1991) transferred to 45-717152.

Funds in the amount of \$600.00 are not included in the Capital Improvement Program Budget.

This item is not within budget.

This item represents a portion of a total estimated project cost of \$2,440,115.17

Additional funding is available from Fund 45-717306 by cancellation of \$600.00 in an encumbrance in Index Code 501551, CP76446A and transferring \$600.00 to Fund 45-717152, Index Code 562462.

**Project Name: BITTERS ROAD – WEST AVENUE TO HEIMER (MPO) PROJECT**  
Council District 9

**Budget Information:**

This is a one-time capital expenditure.

Funds are available from 2000 Street Certificates of Obligation transferred to Fund 43-070004.

Funds in the amount of \$5,475.00 are included in the Capital Improvement Program Budget.

This item is within budget.

This item represents a portion of a total estimated project cost of \$2,058,000.00.

**Project Name: FIRE STATION NO. 25 PROJECT**  
Council District 4

**Budget Information:**

This is a one-time capital expenditure.

Funds are available from 1986 Certificates of Obligation transferred to Fund 43-607011.

Funds in the amount of \$1,950.00 are included in the Capital Improvement Program Budget.

This item is within budget.

This item represents a portion of a total estimated project cost of \$1,824,000.00.

**Project Name: FIRE STATION NO. 47 PROJECT**  
Council District 8

**Budget Information:**

This is a one-time capital expenditure.

Funds are available from 1999 Certificates of Obligation.

Funds in the amount of \$500.00 are included in the Capital Improvement Program Budget.

This item is within budget.

This item represents a portion of a total estimated project cost of \$2,196,000.00.

**Project Name: SALADO CREEK GREENWAY (HIKE AND BIKE) PROJECT**  
Council District – City Wide

**Budget Information:**

This is a one-time capital expenditure.

Funds are available from 1999 Flood Control & Park Improvement Bonds transferred to Fund 45-959004.

Funds in the amount of \$250.00 are included in the Capital Improvement Program Budget.

This item is within budget.

This item represents a portion of a total estimated project cost of \$11,330,000.00.

**Project Name: TOM SLICK COMMUNITY PARK PROJECT**  
Council District 6

**Budget Information:**

This is a one-time capital expenditure.

Funds are available from Soil Remediation Fund, Index Code 550913 Alamodome Soil Remediation.

Funds in the amount of \$400.00 are included in the Capital Improvement Program Budget.

This item is within budget.

This item represented a portion of a total estimated project cost of \$1,300,000.00.

**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*

*This Form is required to be supplemented in the event that 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;

Lynn Eckmann	Wayne A. Groll
Debra S. Runyan	

(2) the identity of any business entity that would be a subcontractor on the discretionary contract;

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

Lynn Eckmann	Wayne A. Groll
Debra S. Runyan	

(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;

Lynn Eckmann	Wayne A. Groll
Debra S. Runyan	

(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.

None
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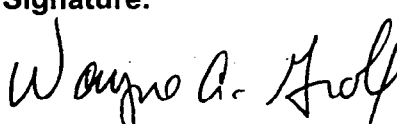
**Political Contributions**

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 member of the 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 entity include, but are not limited to, contributions made through the officers, owners, 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>1</sup> as to whether any city official would violate Section 1 of Part B by participating in official action relating to the discretionary contract.

Not Known		
<b>Signature:</b> 	<b>Title:</b> Partner <b>Company:</b> Eckmann, Groll & Runyan, Inc.	<b>Date:</b> July 3, 2001

<sup>1</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.