

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PARKS AND RECREATION DEPARTMENT**

TO: Mayor and City Council

FROM: Malcolm Matthews, Director, Parks and Recreation Department

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa B. Vossmer; Finance; Management and Budget; Legal; File

SUBJECT: Ordinance Authorizing a License Agreement at Miller's Pond Park Complex in City Council District 4 with the Miller's Pond Youth Football League.

DATE: February 27, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance will authorize a License Agreement at Miller's Pond Complex in City Council District 4 with the Miller's Pond Youth Football League.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Athletic organizations request to utilize City sports fields through long-term arrangements in order to assure continuous availability of practice and game fields for their league play. The Miller's Pond Youth Football League (MPYFL) has been using fields at Miller's Pond Park Complex for its youth football program for many years without benefit of a license agreement. Mr. Lee Greene, President of the League, has been active in providing maintenance of the field including spreading dirt and seeding the grass for the past several seasons.

The standard agreement under consideration is a five (5) year term from July 1, 2003 through March 31, 2008. There is also a renewal option of an additional five-year term.

The agreement specifies that MPYFL has priority use of the fields on the dates identified on a written use schedule which they must submit to the Parks and Recreation Department. The agreement also states that they are permitted to operate a concession, as long as the proceeds benefit MPYFL. MPYFL is responsible for maintenance of the fields and premises during the term of the agreement.

The agreement stipulates that the fields are available for the public's use when they are not used by MPYFL. This enables the City to schedule other groups to use the fields during the off season period of MPYFL.

POLICY ANALYSIS

This license agreement is consistent with other licenses presently in effect for use and maintenance of City sports parks. It follows the long standing City policy of providing access to public parks for athletic organizations as a means of providing youth recreation programs in San Antonio.

FISCAL IMPACT


There is no impact on the City's General Fund through this agreement.

COORDINATION

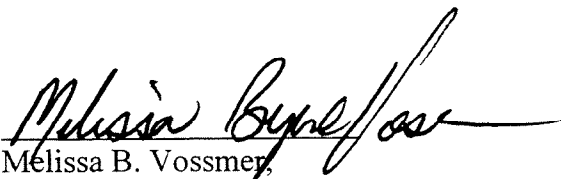
The City Attorney's Office has reviewed the standard field use and maintenance license agreement.

SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure Form completed by MPYFL is attached.



Malcolm Matthews,
Director of Parks and Recreation



Melissa B. Vossmer,
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, 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 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;

N/A

(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

(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: |
|---------------|---------|-----------------------|
| <i>N/A</i> | | |

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 question¹ 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.

| | | |
|------------------------------------|--------------------------------------------------------------------------|-----------------------|
| | | |
| Signature: <i>Lee D. Greene</i> | Title: <i>Commissioner</i> Company: <i>Miller Park Youth Football</i> | Date: <i>2/6/3</i> |

¹ 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.