

**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 with the San Antonio Conservation Society for "A Night in Old San Antonio"

DATE: April 10, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the execution of a ten (10) year License Agreement with the San Antonio Conservation Society for their annual "A Night in Old San Antonio" event in La Villita in conjunction with Fiesta.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Through various agreements with the City, the San Antonio Conservation Society (SACS) has staged their annual "A Night in Old San Antonio" (NIOA) Fiesta event since 1948 at La Villita. Ordinance 87663, approved on April 9, 1998, authorized SACS's use of La Villita for a five-year term through 2002. The previous agreement also was for a five-year term. The term of the proposed renewal license agreement for NIOA will be for ten years, from 2003 through 2012. Sixteen (16) days each year are designated for the group's use of La Villita, which includes setup, the four event dates and tear down. Dates for the 2003 event are as follows:

Setup	April 15, 2003 through April 21, 2003
Days of Event Operation	April 22, 2003 through April 25, 2003
Removal/Tear Down	April 26, 2003 through April 30, 2003

SACS is responsible for costs associated with the event, including security inside La Villita, traffic barricades, utilities and clean-up.

As in the previous agreement, SACS will pay the City a portion of the event proceeds in consideration for the use of public space in La Villita. In addition, SACS will deposit a portion of the proceeds into their Historic Preservation Account for use toward the restoration and preservation of the City's La Villita and for historic neighborhood preservation projects. Over the previous five years, twelve improvement projects to La Villita structures have been completed utilizing funding

from this SACS fund, at a total cost of \$182,653.00 (see attachment). These projects have been coordinated and constructed by SACS, with approval and oversight from the City. Also, SACS has coordinated neighborhood preservation projects in the last two years, including the Borglum Studio roof replacement in Brackenridge Park, the current roof repair to the San Pedro Public Library and the upcoming monument markers in the Monticello neighborhood area.

In the new agreement, the preservation account has been expanded for use in HemisFair Park, an area with significant historical structures that are in need of repairs. Also, the Bolivar Hall in La Villita will be added to the group's license area for this event, since SACS intends to terminate their existing regular lease for that space.

POLICY ANALYSIS

Through various mechanisms and agreements, the City has allowed SACS to utilize portions of La Villita for their annual NIOSA event since 1948. Most recently, Ordinance 87663, passed and approved on April 9, 1998 authorized SACS's use of La Villita for NIOSA from 1998 through 2002. The new agreement will annually divert portions of NIOSA revenue funds from the City's General Fund into SACS's Historic Preservation Account, with the funds designated for La Villita, HemisFair Park and for city-wide historic preservation for City facilities, which would be a policy change from previous agreements.

FISCAL IMPACT

In the first two years of the new agreement (Years 2003 and 2004), the revenue payment will remain the same as the most recent agreement. It stipulates that SACS will pay the City's General Fund eighteen percent (18%) of each paid adult admission to NIOSA, up to \$90,000.00 with a guaranteed minimum payment of \$30,000.00. The City does not receive any revenues for the concessions. Finally, if the City's eighteen percent (18%) of paid adult admission is greater than \$90,000.00, then the amount over \$90,000.00 will be allocated by SACS between the preservation account for La Villita and HemisFair Park and for historic neighborhood preservation projects.

In the remaining years of the agreement (Years 2005 through 2012), \$7,500.00 will be transferred each year from the amount designated for the City's General Fund (traditionally \$90,000.00) to the SACS Historic Preservation fund for improvements to La Villita, HemisFair Parks and city-wide preservation. This will continue each ensuing year, adding to the prior year's transferred amount, so that by the year 2012, the cumulative transfer to the Historic Preservation Account will be \$60,000.00 and the amount of General Fund payment will be \$30,000.00.

Also, for each year of this agreement, SACS shall match up to \$20,000.00 in additional funds towards historic preservation for La Villita and HemisFair Park and up to \$10,000.00 towards City-wide preservation.

Based upon annual NIOSA attendance of about 83,000, it is estimated that there will be at least \$48,000.00 in Year 1, increasing to \$108,000.00 in Year 10, in annual appropriations into the La Villita/HemisFair Park and City-wide historic preservation funds that will be available for use. The estimated cumulative amount of these funds will be \$759,042.00 for historic preservation. The

availability of these additional historic preservation funds will reduce the impact to the City's General Funds, which are currently expended to rehabilitate these areas.

In past years the City has incurred costs associated with trash collection and disposal inside the NIOSA event. As new revenue to the City, beginning in 2003, SACS shall reimburse the City 20% of trash and disposal costs incurred by the City. This percentage will increase by 20% each year until 2007 when SACS will reimburse 100% of the cost. These solid waste costs totaled \$7,041.00 in 2002. All other costs to the City inside the event are paid by SACS. In regard to costs to the City in the area of NIOSA but directly outside of the event boundary, the Police Department incurs expenses associated with traffic control at a cost of about \$21,000.00. During the entire Fiesta celebration (which includes the NIOSA event), Public Works, Parks and Recreation and EMS are also present in the downtown area.

COORDINATION

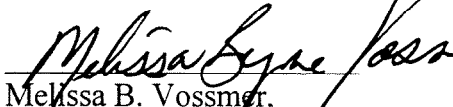
This License Agreement was coordinated with the City's Asset Management Department, Office of Management and Budget, Risk Management, Police Department on security issues and with Public Works on street closures.

SUPPLEMENTARY COMMENTS

An Ethics Disclosure Statement from SACS is attached.

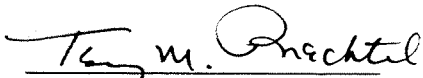


Malcolm Matthews,
Director of Parks and Recreation



Melissa B. Vossmer,
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

San Antonio Conservation Society
Historic Preservation Account Fund
Projects Completed in La Villita

1	Bolivar Hall - new chilled water equipment in basement area	62,687.00
2	McAllister Bldg - stone stabilization and whitewash on the south and west sides	6,847.00
3	Maverick Plaza Fountain - repaired all damaged stonework	7,458.00
4	Building #10 - repaired deteriorated mortar around brick	985.00
5	Juarez Plaza - repaired damage and missing stonework	9,328.00
6	Building #5 - match City funds to paint/preserve historic metal roof	2,750.00
7	Building #9 - paint/preserve historic metal roof	19,121.00
8	Building #12 - paint/preserve historic metal roof	16,300.00
9	Retaining Wall - stonework to retaining wall at corner of E. Nueva and S. Presa	3,000.00
10	COS House - Roof Replacement	26,002.00
11	Maverick Plaza bedplanters - reconstruction of brick planters w/ limestone	27,100.00
12	Bolivar Hall - correction of Bolivar Hall Plaque	<u>1,075.00</u>

Total La Villita Historic Preservation Account Fund Projects 182,653.00

City of San Antonio
Discretionary Contracts Disclosure

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

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;

NA

(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;

San Antonio Conservation Society

(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;

None

(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 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 question¹ as to whether any city official would violate Section 1 of Part B by participating in official action relating to the discretionary contract.

Signature: By:  Jill Harrison Souter, President	Date: 3/24/03

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.