

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

TO: Mayor and City Council

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

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer; Andrew Martin; Louis A. Lendman; Milo D. Nitschke; Dennis J. Campa; File

SUBJECT: Human Development Services Agreement with San Antonio Gateway Corridor, Inc.

DATE: May 15, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes execution of a Human Development Services agreement with San Antonio Gateway Corridor, Inc. for support of the development of a CD-ROM exhibiting computer-animated images and illustrations of various proposed enhancements and modifications to the US 281 and Hildebrand Avenue area adjacent to the San Antonio Zoo, as requested by Councilmember Carroll W. Schubert.

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

On August 29, 2002, Councilmember Carroll W. Schubert distributed a council six-signature memo requesting authorization to transfer Human Development Services Funds from District 9 in the amount of \$7,000.00, supporting the San Antonio Gateway Corridor Inc. development of a CD-ROM that will be computer-animated to exhibit images and illustrations of proposed San Antonio Gateway concepts for the US 281 and Hildebrand Avenue area adjacent to the San Antonio Zoo. Proposed modifications for the area include the "Gateway" improvements along the exit and entrance ramps for Hildebrand Avenue and US 281, various street improvements along Hildebrand Avenue from Devine Road to Broadway, relocation of an existing Parks and Recreation Maintenance Yard located near Hildebrand Avenue, and integration of the "Gateway" improvements.

San Antonio Gateway Corridor, Inc. is a non-profit organization whose mission is to create a unique and beautiful gateway between the San Antonio International Airport and downtown, capturing the dynamic spirit of the city and showcasing the San Antonio Zoo.

This organization also strives to form successful partnerships between public resources and private philanthropic commitment for development of a viable national model and educational resource for similar projects.

The total cost for the computer-animated CD-ROM is estimated at \$25,000.00. Councilmember Schubert also requested that other councilmembers consider contributing Human Development Services Funds for the development of this model.

On October 24, 2002, Council passed Ordinance No. 96604, approving authorization of the allocation and expenditure of Human Development Services Funds from the following councilmembers:

District 1 - \$7000.00; District 4 - \$2000.00; District 5 - \$2,000.00; District 6 - \$2,000.00; District 7 - \$1,000.00; District 8 - \$2,000.00; District 9 - \$7,000.00; District 10 - \$2,000.00

Passage of Ordinance No. 96604 provided Council authorization to encumber Human Development Services Funds, however prolonged coordination with San Antonio Gateway Corridor, Inc., Texas Department of Transportation and City of San Antonio departments prohibited signing of the agreement within a 60-day period, as required in said Ordinance. Therefore, in accordance with Ordinance No. 96604, a signed agreement with San Antonio Gateway Corridor, Inc. is being brought forward for City Council consideration at this time.

A copy of the Human Development Services Fund Guidelines is included as Attachment 2.

POLICY ANALYSIS

This ordinance is consistent with FY 2003 Human Development Services Funds Guidelines, Ordinance No. 96958, passed and approved December 19, 2002. This ordinance continues City policy of strengthening families and supporting education and training of citizens by supporting the San Antonio Gateway Corridor Project's development of a CD-ROM to be exhibited and used in educating the public on San Antonio Gateway Corridor Project's proposed enhancements and modifications in the San Antonio Zoo area. Virtual models of this sort have been successfully utilized for recent projects in the Austin and Fort Worth areas, and have been used locally in support of downtown RiverWalk projects. The creation and public presentation of the computer-animated CD-ROM makes possible public awareness of proposed enhancements, and serves to educate through events directed to inform citizens, public officials, philanthropists, and local organizations.

The Department of Public Works in coordination with the Department of Community Initiatives will monitor this contract. San Antonio Gateway Corridor, Inc. will be required to comply with all City of San Antonio procurement procedures in the execution of this contract.

FISCAL IMPACT

There is no financial impact associated with this ordinance.

COORDINATION

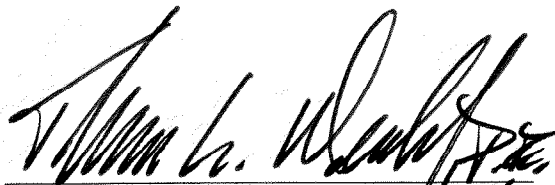
The Department of Public Works has coordinated activities with Council District 1, Council District 4, Council District 5, Council District 6, Council District 7, Council District 8, Council District 9, Council District 10, City Attorney's Office, Office of Management and Budget, Department of Community Initiatives, and the Finance Department.

SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure Form is attached.

ATTACHMENTS

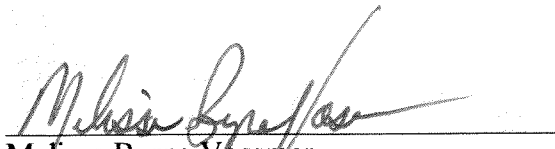
1. Agreement
2. Human Development Services Funds Guidelines
3. TxDOT Preliminary Concept Approval Letter



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

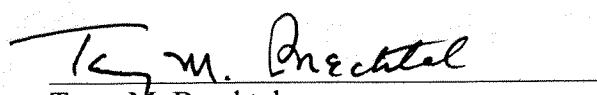
 4/29/03

Dennis J. Campa
Director, Department of Community Initiatives



Melissa Byrne Vossmer
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

AGREEMENT TO USE FUNDS
of the City of San Antonio

THIS AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the ____ day of _____ 2003, and San Antonio Gateway Corridor, Inc., ("Recipient") by and through its President, John Thurman; WITNESSETH:

WHEREAS, the FY 2002, Adopted Budget established the City Council Human Development Services Funds to support human development service related purposes; and

WHEREAS, Recipient has submitted a \$25,000.00 request to the City for human development services funds to support the development of a computer-animated CD-ROM to be exhibited and used to educate the community on various proposed enhancements and Gateway modifications for the San Antonio Zoo area in support of its San Antonio Gateway Corridor Project which provides support for creative enhancements for the public residing in the City of San Antonio; and

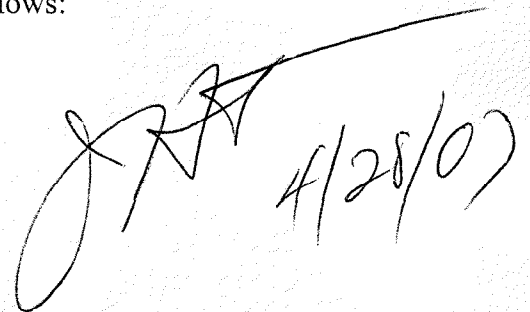
WHEREAS, pursuant to Ordinance No. _____ passed and approved on _____, City Council authorized the execution of a contract in the amount of \$25,000.00 with Recipient for the development of a CD-ROM described above in support of its San Antonio Gateway Corridor Project; and

WHEREAS, the City has allocated:

\$ 7,000.00 from the FY03 District 1 Human Development Services Fund budget,
\$ 0.00 from the FY03 District 2 Human Development Services Fund budget,
\$ 0.00 from the FY03 District 3 Human Development Services Fund budget,
\$ 2,000.00 from the FY03 District 4 Human Development Services Fund budget,
\$ 2,000.00 from the FY03 District 5 Human Development Services Fund budget,
\$ 2,000.00 from the FY03 District 6 Human Development Services Fund budget,
\$ 1,000.00 from the FY03 District 7 Human Development Services Fund budget,
\$ 2,000.00 from the FY03 District 8 Human Development Services Fund budget,
\$ 7,000.00 from the FY03 District 9 Human Development Services Fund budget, and
\$ 2,000.00 from the FY03 District 10 Human Development Services Fund budget for the above-described expenditures which are for human development service-related purposes; and

WHEREAS, the City council has determined that such expenditures serve a municipal purpose by providing education and training for the community; NOW THEREFORE:

For and in consideration of the following mutual promises and obligations, and for the benefit of the citizens of the City of San Antonio and to support exhibits and education for the community on various proposed enhancements and Gateway modifications for the San Antonio Zoo area, which is the goal of both parties hereto, the parties hereto agree as follows:

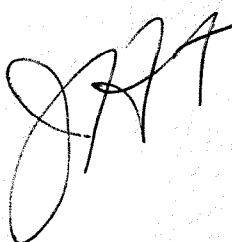


1. In consideration of the payment of the sum of \$ 25,000.00 to Recipient by the City, Recipient agrees to spend these funds only for development of a computer-animated CD-ROM that exhibits and educates on various proposed enhancements and Gateway modifications for the San Antonio Zoo area in support of its San Antonio Gateway Corridor Project which provides support for creative enhancements for the public residing in the City of San Antonio. Recipient agrees to provide City with invoices to support the expenditures under this agreement no later than thirty (30) days from the date that recipient makes such expenditures.
2. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices, and shall be subject to audit by the City or its contracted auditor. These records shall be maintained for a period of three years from the effective date of this Agreement.
3. This Agreement will commence immediately upon execution hereof upon authorization of the above mentioned Ordinance.
4. Any literature, signs, or print advertising of any type appearing on any medium which refers to or which is paid for by funds received as a result of this Agreement shall contain the words, "Paid for by The City of San Antonio."
5. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.
6. In the event that all of the above-described funds are not used for the purposes set out in Section 1 of this Agreement and in accordance with all terms and provisions hereof, Recipient agrees to refund any amounts to the CITY which were not used in accordance with these terms within thirty (30) days of the end of the Project or September 30, 2003, whichever occurs earlier.
7. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

8. INSURANCE

Recipient shall be responsible for insuring its employees for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this agreement, Recipient will attach a waiver of subrogation in favor of the City.

Recipient shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Recipient.

 4/28/03

9. INDEMNITY

Any and all of the employees of the Recipient, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of the Recipient only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Recipient.

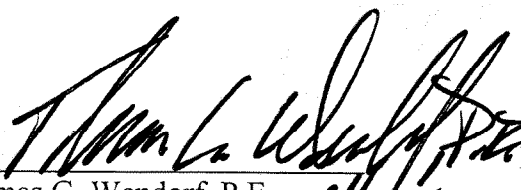
The Recipient indemnifies, saves, and holds harmless the City against all claims, demands, actions or causes of action of whatsoever nature or character, as permitted by law, arising out of or by reason of the execution or performance of the work provided for herein and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any Workers' Compensation claim of whatsoever character arising herein.

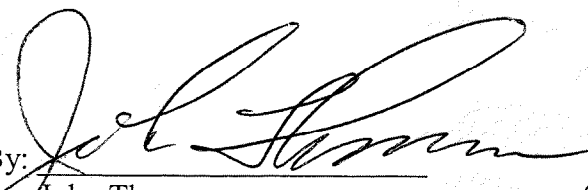
10. Recipient shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.
11. If any provision of this agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.
12. The signer of this Agreement for Recipient represents, warrants, assures and guarantees that the he or she has full legal authority to execute this Agreement on behalf of Recipient and to bind Recipient to all of the terms, conditions, provisions and obligations herein contained.

IN WITNESS OF WHICH this Agreement has been executed on this the 21 day of Apr., 2003.

CITY OF SAN ANTONIO

SAN ANTONIO GATEWAY CORRIDOR, INC.

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

By: 
John Thurman
President

Approved as to Form: _____
City Attorney

FY2003 Human Development Services Fund Guidelines

I. Background

The City Council Human Development Services Fund (HDSF) was originally established in FY2002 which included \$700,000.00. Funds previously budgeted in the Department of Community Initiatives (DCI) for City Council district senior services programs and One-Time Council Projects were consolidated into one category to form the HDSF.

II. Overview

The FY 2003 Adopted Budget continues the HDSF. Each City Council District received \$120,000.00 for FY 2003 plus all prior year(s) outstanding balances remaining in the HDSF account for each City Council District. Attachment "A" details the carry forward amount for FY 2002 HDSF for each City Council District. During FY 2003, Council Members will be provided balance updates on a monthly basis.

III. Public Purpose

1. All projects and services funded from HDSF must advance a municipal public purpose set forth herein, and be open to members of the public who meet eligibility requirements for the projects or services.
2. A primary objective of City to service providers is to provide funds allowing a supported service provider to leverage additional funding from other sources to accomplish the service provider's objectives consistent with the City Council's budget priorities.
3. Proposed services should be targeted at a clearly defined population and/or geographic area(s) and should address quantifiable participant outcomes compatible with priorities defined by the City Council.
4. City Council finds that a public purpose of the City is served by the disbursement of HDSF funds for the following expenditures:
 - A. Community recreation expenditures that include: program operations, sports and recreation events and equipment, office equipment, telecommunications and supplies supporting sports/recreation programs, kitchen equipment for the Comprehensive Nutrition Program sites, photo equipment and supplies for sports/recreations programs, vehicles, auto insurance and equipment supporting sports/recreation programs, award ceremonies and recognitions.
 - B. Education and training expenditures that include: educational events, educational equipment and supplies, vehicles and auto insurance supporting educational programs, program operations, scholarships for higher education to non-profit organizations and governmental entities, including promotion of high school completion and drop out prevention strategies for the youth of San Antonio, child care for parents attending training and child care quality improvement initiatives, after school programs, the City's

Summer Challenge Program, and sponsoring citizens of San Antonio to attend youth and leadership development conferences as representatives of the City of San Antonio.

- C. Neighborhood revitalization expenditures that include: graffiti abatement and neighborhood cleanup on public property or as part of official City program, and efforts that strengthen neighborhood involvement.
- D. Health and safety expenditures that include: emergency assistance for needy or in times of crisis, public health projects including sewer connection projects that are designated as a significant public health risk by the San Antonio Metropolitan Health District.
- E. Welfare expenditures that include: expenditures for direct childcare programs meeting the specific criteria set forth for match guidelines in the Childcare Development Block Grant at 45 CFR 98, 99 and Volunteer Income Tax Assistance (VITA) open and free to the public whereby an agency assists citizens in preparing and filing their income taxes and introduces and connects them to other financial security initiatives.

The municipal public purpose that is served by the award of such expenditures is to: 1) support community recreation to youth, elderly, low income and disabled persons, 2) provide education and training for the community 3) provide neighborhood revitalization for the community 4) promote the professional needs of the City, 5) prepare the workforce for productive employment 6) prevent homelessness 7) promote family, social and economic stability or 8) promote the health, safety and welfare of the community.

IV. Implementing Actions

1. For projects to be implemented by City staff through a City of San Antonio Department, direct expenditures will be made out of the appropriate City Council District's allocation.
2. For projects involving an outside service provider or organization, prior to the allocation of City funds, the service provider or organization will be required to execute a contract with the City, utilizing a form approved by the City Attorney, establishing the terms and conditions for expenditure of the funds.
3. The Director of the Department of Community Initiatives, or his designee, is authorized to expend monies from HDSF in accordance with these Guidelines and with the project selections made by each Council Member so long as the project amount is \$10,000.00 or less. The City Manager or her designee is authorized to expend monies from HDSF in accordance with these Guidelines and with the project selections made by each Council Member so long as the project amount is greater than \$10,000.00 and \$25,000.00 or less. Any contract/allocation proposed for the service provider in excess of \$25,000.00 must first be approved by City Council before award of the funds, execution of the contract or commencement of services.
4. Service Providers using HDSF for one-time events and/or purchases will be required to provide receipts or invoices to DCI staff prior to disbursement of funds. Delegate Agency contracts will operate on a cost reimbursement basis.

5. Service Providers must be in existence for one year or more to receive HDSF in excess of \$10,000.00 for the period October 1, 2002 through September 30, 2003. The service provider must have been in operation and providing the services for which funding is requested for a minimum of one year on the first day of January prior to the fiscal year which assistance from the City is requested (i.e. January 1, 2002 for FY 2003). HDSF allocated to service providers operating for less than one year cannot total more than 50% of the service providers total budget.
6. Each calendar quarter during the City's fiscal year, DCI shall report to the City Council and the City Managers Office all HDSF expenditures that have been made during that calendar quarter.

V. Project Selection Coordinating Actions

1. Awards to service providers and organizations will be coordinated and monitored by DCI with assistance provided by the Office of Management & Budget and the City Attorney's Office.
2. DCI will collect and maintain receipts and invoices for funds utilized for a one-time event or purchase. For on-going operating expenses, DCI will utilize the Delegate Agency monitoring process whereby service providers will be required to submit a statement of work and budget with DCI approval of these. DCI performs program or fiscal monitoring of all Delegate Agencies on a monthly basis.
3. Persons making requests of HDSF should complete a *City of San Antonio Request for Human Development Services Funds Form* (Attachment "B" and available for download on the City's website at www.sanantonio.gov/rfp) and submit this form to their Council District Office. City Council members may either provide a comprehensive list of projects to be funded with each district's Human Development Services Fund allocation or may inform staff of individual project selection throughout the fiscal year by forwarding the *City of San Antonio Request for Human Development Services Funds Form* and a memorandum from the Council Member authorizing the allocation to the Director of the Department of Community Initiatives authorizing the expenditure.

VI. Timeline for Contracts and Payment

Week 1 DCI receives authorization from Council Member and determines whether the expenditure is allowable and the availability of funds.

Week 2 City Attorney's Office drafts and approves contract. DCI staff enter the contract into ECMS database, contact agency and get contract signed by the service provider. (The service provider is required to sign a contract in a form prescribed by the City agreeing, among other things, to utilize the funds for the purpose stated in said contract and in compliance with these standards).

Week 3 DCI staff reviews and City Attorney's Office approves the form of the contract.

Week 4 DCI distributes copies of the contract and sends Request for Payment to Finance for one-time events and purchases. For service contracts, the Delegate Agency Contract

is on a cost-reimbursement basis, therefore, DCI will request an invoice from the service provider as back up documentation for the Request for Payment.

Finance Department prepares check and mails to the service provider.

Note: Cumulative purchases of any kind for the same program from any one service provider that exceeds \$25,000.00 will require Council action, which will add two more weeks to the timeline.

Timeline for internal City of San Antonio projects will be two weeks.

VII. Limitations

1. HDSF should be used to support a one-time program or service.
2. It is requested that Council Members make each allocation larger than \$500.00 due to the cost to the City of initiating a contractual relationship.
3. When a service provider requests funds to purchase equipment, the allocation shall cover the entire cost of the equipment.
4. When feasible, Council Members are encouraged to invest in services that have been competitively procured by the Department of Community Initiatives in its annual Delegate Agency Request for Proposal process.
5. If a Councilperson desires to seek HDSF funding from other Council Districts, for a particular project, he must submit a six signature memorandum for the matter to be placed on the City Council Agenda for consideration, and approval, whether or not the expenditure is collectively less than \$25,000.00.
6. Exceptions – HDSF may not be used for the following:
 - *Any sectarian or religious facility or activity*
 - *Services which are primarily commercial.*
 - *Programs devoted primarily to the political advocacy of special causes.*
 - *Permanent improvements to any non-city owned structure or property.*
 - *Expenditures for the primary benefit of an individual.*
 - *Services and/or product must not be subject to any proprietary interest.*
7. When disbursements are made to non-City of San Antonio departments and organizations, they should be made to a legal organization and not to an individual.
8. A Government entity may only request HDSF for projects for which it is not responsible to carry out under its own charter or mandates. HDSF should not be provided to other governmental entities for carrying out their functions except for joint projects where City programs are also involved. (Example: HDSF cannot be expended to purchase materials directly for a school district for student instruction during normal school hours).

VIII. Eligibility

The following eligibility criteria are applicable to all service providers that receive funding support from the HDSF:

The service provider must be a provider of services that principally address community needs of the people of the City of San Antonio.

1. Types of Entities

- A. Non-Profit Organizations must show proof of having filed as a not-for-profit corporation (tax exempt status as determined by the IRS under section 501(c)(3) of the Internal Revenue Code) or be an affiliate of a corporation having a not-for-profit charter elsewhere in Texas or in the United States. Additionally, the service provider must show proof of exemption from franchise taxes by the State Comptroller.
- B. Faith Based Organizations are any organizations that are religiously oriented, regardless of whether or not religious activities are their primary function. This can include houses of worship, congregations, private schools, hospitals, thrift stores, or any other organization whose mission is based on religious principles. All services, programs and events funded by HDSF and provided by faith-based organizations must be open to and used by the public.
- C. Neighborhood Association or other legally formed organization with its purpose defined as serving the community. The City may not contract with individuals for HDSF.
- D. Governmental Entity means a municipality, county, school district, or other political subdivision of the State of Texas.

Please contact Dennis Campa, Director of the Department of Community Initiatives, at 207-7209 or Louis A. Lendman, Director of Management & Budget, at 207-2049 should you have any questions regarding the Human Development Services Fund.



Texas Department of Transportation

P.O. BOX 29928 • SAN ANTONIO, TEXAS 78229-0928 • (210) 615-1110

March 24, 2003

**Preliminary Approval of the "Concept" for the Gateway Art Project
US 281 @ E. Hildebrand Ave.**

Mr. Thomas G. Wendorf, P.E.
Director of Public Works
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Dear Mr. Wendorf:

We understand that the City of San Antonio and others are very enthused about the possible construction of public art (referred to as the Gateway Project) to be located within the right of way of US 281 at E. Hildebrand Ave. to serve as an artistic gateway for visitors arriving to San Antonio from the airport and to attract more attention to the location of the Zoo and Brackenridge Park. Since there are no construction plans available at this time, we have considered this proposed construction in "concept" only, and this letter is issued to indicate our preliminary approval of the "concept" for this project.

The Texas Department of Transportation (TxDOT) has no objection to your proposed construction of the Gateway Project within the right of way of US 281 on the south side of E. Hildebrand Avenue subject to the following conditions.

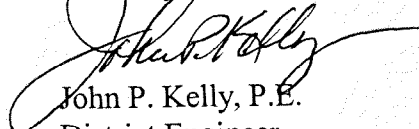
1. All expenses and responsibility for construction and maintenance of this art project within highway right of way shall be borne by the City.
2. Public utilities may currently exist within the highway right of way at this location. It shall be the responsibility of the City to determine which utilities may exist at this location and to make any necessary arrangements with appropriate utility firms for vertical adjustments of utilities as required for the proposed work. Such adjustments, if necessary, will be at the City's sole expense. Any damage caused to public utilities as a result of such construction shall be at the City's liability.
3. Final details of the exact location of the art project, the materials to be used, and the type of art will be worked out between the City and TxDOT as construction plans are finalized, and these details must be approved by TxDOT.
4. The City's contractor may be required to submit a Certificate of Insurance on TxDOT's Form 1560 before any work begins within highway right of way.
5. All work must be located outside of the "highway safety clear zone", and as close as possible to the right of way line.
6. Access/egress for construction or maintenance of this project will not be permitted from the main lanes or exit/entrance ramps of US 281. Since this art project is proposed along a section of a controlled access freeway, and within the control of access line, all access to the location of the art project must be from adjacent properties or from Hildebrand Avenue.

Mr. Thomas G. Wendorf, P.E.
March 24, 2003
Page 2 of 2

7. No modification or relocation of any existing TxDOT highway sign, traffic management facility, or other highway appurtenances is permitted unless such changes are approved by TxDOT.
8. Traffic control required for such work within highway right of way shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices.
9. The project shall be constructed in accordance with all federal, state, and local laws, rules, and regulations.
10. Any repairs necessary due to damage caused to state highway facilities as a result of such construction shall be at the City's expense.
11. If the project is not constructed in accordance with TxDOT requirements, TxDOT reserves the right to remove such improvements and restore the right of way to its original condition, and bill the expense for such restoration to the City.
12. Nothing contained herein shall be construed to place upon TxDOT any liability for injury or death of persons, or damage to or loss of property arising from or in any manner connected with this construction and maintenance by the City.
13. It is understood and agreed that TxDOT does not purport, hereby, to grant any right, claim, title, or easement in, across or upon the right of way at the above mentioned highway locations.
14. Construction of this project is not authorized until a formal agreement has been executed between TxDOT and the City.

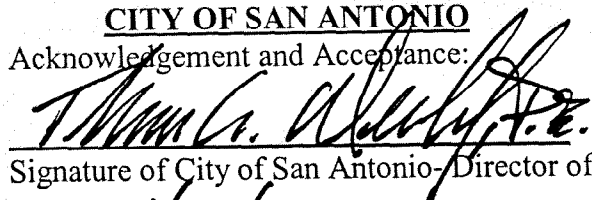
If you are in agreement with the above conditions for this project, please sign below and return the original letter to my office. We trust this letter will serve as preliminary approval for the City to proceed with obtaining funding and preparing more detailed plans for this worthy project. We support your efforts to provide this unique landmark for the City of San Antonio.

Sincerely,


John P. Kelly, P.E.
District Engineer

CITY OF SAN ANTONIO

Acknowledgement and Acceptance:


Signature of City of San Antonio - Director of Public Works

Date

4/18/03

cc: Mr. John Bohuslav
Mr. Clay Smith
Mr. Juan Zaragosa
D:\US281ConceptGatewayArt.doc

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;

NONE

(2) the identity of any business entity^a 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:

Seale Studios 935 Ison Road, San Antonio, TX 78216

Represented by Patrick Woolsey 210 492-2124

Sculptural Designs Atelier 10927 Wye Dr. Suite 103 San Antonio, TX 78217

Represented by Ned Dobberfuhr 210 326-0862

(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

^a 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.

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

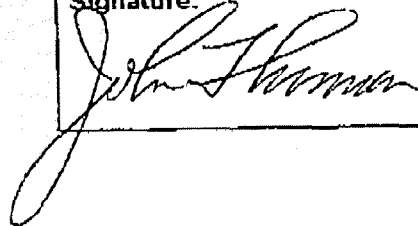
Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

NONE

Signature:

Title:

Date:



President

Company:

 SAN ANTONIO GATEWAY
 COMMISSIONER

Oct 21, 2002

² 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.