

**CITY OF SAN ANTONIO  
NEIGHBORHOOD ACTION DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** David D. Garza, Director, Neighborhood Action Department

**SUBJECT:** Fredericksburg Road (Deco District) and Travis Building Improvement Projects

**DATE:** November 4, 2004

**SUMMARY AND RECOMMENDATION**

This item authorizes the execution of an amendment of the Capital Improvements Funding Contract for Construction-Related Expenses for the Deco District and the Master Lease and Management Agreement between the City of San Antonio and the Jefferson Woodlawn Lake Community Development Corporation for activities related to the redevelopment of the Travis Building and Streetscape Enhancements on Fredericksburg Road. Both of these agreements were approved pursuant to Ordinance #94958 on November 15, 2001. The amendment will provide additional funding to the Jefferson Woodlawn Lake Community Development Corporation in the amount of \$757,854.00 from 2003 General Obligation Bond funding for streets, sidewalks, landscaping, signage and lighting improvements from Quentin to Kings Highway and demolition, design, and construction for the required parking lot at the Travis Building. This ordinance also ratifies the execution of the Texas Department of Transportation (TXDOT) agreement between the State of Texas and the City of San Antonio for the construction of improvements within the right of way along Fredericksburg Road.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

The City is committed to enhancing the vitality of neighborhood commercial corridors. As part of that commitment, the City entered into a Revitalization Project contract with the Jefferson Woodlawn Lake Community Development Corporation (CDC) in 1999 through the Neighborhood Commercial Revitalization (NCR) Program to implement revitalization efforts in the Deco District target area along Fredericksburg Road.

In 1995, the City of San Antonio acquired the building located at 1800 Fredericksburg at Fulton as part of a drainage and street project utilizing general obligation bonds. The building is at the center of a key activity node in the Deco District and has been operated as a multi-tenant property providing space for retail, office, community, and cultural uses. The building however was in need of repairs and rehabilitation in order to continue to be utilized as a multi-tenant property. As a designated NCR target area, the Deco District has received funding allocations to improve and enhance both infrastructure and City-owned property within the district. Based on



their successes in the Deco District area, the City elected to further develop the partnership with the CDC by entrusting the Travis Building Redevelopment Project and Streetscape Enhancements to them. The projects are intended to serve the community, the CDC and the City as a model for capacity building, self-sustainability, and adaptive re-use. Through this agreement, the CDC is responsible for redeveloping the 18,000 square foot facility under a master lease agreement and city funding sources.

In November 2001, the City entered into a Capital Improvements Funding Contract in the amount of \$1,400,000 with the CDC for improvements in the Deco District. The funds were allocated from the 1999 bond which included \$1,000,000 in General Obligation Park Bond Funds for use in the building redevelopment and \$400,000 in General Obligation Transit Bond Funds for a streetscape project along Fredericksburg Road between IH-10 and Vance Jackson for street and pedestrian enhancements. The building redevelopment project includes two components: the building rehabilitation and the development and construction of a parking lot to meet the Unified Development Code (UDC) requirements for the building use and size. The development of the parking lot required the acquisition of 5 parcels and associated improvements (residential structures) to accommodate the required parking.

In an effort to provide additional pedestrian improvements along Fredericksburg Road and the required parking lot for the Travis Building, additional funding was approved through the 2003 Bond Program in the amount of \$950,000. This item amends the current Deco District Capital Improvement Project Funding Agreement with the CDC to include costs associated with the required parking area development and expanded streetscape enhancements. On April 28, 2004, the City acquired five properties adjacent to the Travis Building in order to meet the UDC parking lot requirements. Three of the properties were proposed to be relocated; however, subsequent bids and reviews deemed the relocation of these properties financially infeasible. The Neighborhood Action Department coordinated with the Public Works Department for demolition of all five units acquired.

### **POLICY ANALYSIS**

The amendment to the Funding Agreement is consistent with the City's policy to enhance the vitality of neighborhood commercial corridors and to redevelop property consistent with past and present revitalization efforts on Fredericksburg Road. It allows the City to fulfill its commitment to work with NCR target areas to identify and appropriately support infrastructure improvements. The CDC is currently managing streetscape enhancements from W. Kings Highway to Rosewood Avenue as well as the Travis Building Redevelopment Project. The CDC has demonstrated their commitment to manage the 2003 bond scope of work with the current 1999 bond funded projects. Through the Master Lease Agreement also approved in November 2001, the CDC will be responsible for the maintenance and upkeep of the Travis Building and all streetscape enhancements.

This item also includes the authority to execute a "*Construction and Maintenance Agreement between the State of Texas and the City of San Antonio for the Construction Improvements within the Right of Way of Loop 345 Fredericksburg Road from Fur to Kings Highway.*" The TXDOT



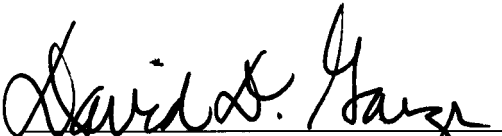


Agreement is needed to proceed with the construction outlined in the 1999 and 2003 Streetscape Enhancement projects which includes landscaping in the right of way.

### **FISCAL IMPACT**

The scope of the 2003 bond funds in the amount of \$950,000 are to support the Fredericksburg Road improvements which include additional pedestrian improvements and funding for the acquisition of adjacent property for the Travis Building parking lot. In addition to other sources of funding, the City has utilized \$70,316.25 of 2003 bond funds for drainage studies, environmental assessments, remediation, maintenance and acquisition of the properties required for the parking lot. The City has estimated approximately \$97,921.04 will be used for the demolition of these properties. The proposed amendment will grant \$757,854.00 in 2003 General Obligation Bond Funds to the Jefferson Woodlawn Lake Community Development Corporation to be utilized for overages in Phase I bid, construction of parking lot, and additional pedestrian improvements in order to meet the scope of the bond funding. Attachment A provides a detailed sources and uses schedule for the project.

### **COORDINATION**

This item has been coordinated with the Departments of Public Works, Development Services, and City Attorney's Office.

  
\_\_\_\_\_  
David D. Garza, Director  
Neighborhood Action Department  
\_\_\_\_\_  
Jelynn LeBlanc Burley  
Assistant City Manager  
\_\_\_\_\_  
J. Rolando Bono  
Interim City Manager



## Attachment A

# **TRAVIS BUILDING & STREETSCAPE ENHANCEMENTS** **SOURCES AND USES SCHEDULE**

	PHASE I Streetscape Enhancements	PHASE II Streetscape & Travis Bldg Parking		
\$1,000,000	\$400,000	\$950,000	\$159,000	\$197,030
1999 Bond	1999 Bond	2003 Bond	HNRF - GF	One Time - GF

**TRAVIS BUILDING & PARKING SOFT COSTS**

SUBTOTAL	\$	70,274.00	\$	23,908.75
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**TRAVIS BUILDING HARD COSTS**

SUBTOTAL	\$	873,971.92	\$	227,219.00
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**A&E PROJECT MANAGEMENT**

SUBTOTAL	\$	82,222.00	\$	-
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**ACQUISITION AND DEMOLITION OF BEAL STREET HOUSES FOR PARKING LOT**

SUBTOTAL	\$	-	\$	168,237.29	\$	159,000.00	\$	197,030.00
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**STREETSCAPE PHASE I****DEVELOPMENT FEES**

SUBTOTAL	\$	75,600.00
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**CONSTRUCTION COST (CHARLIE & COMPANY)**

<b>TOTAL BASE BID (O/H &amp; Profit included in Area Costs)</b>	\$	288,025.00	\$	47,000.00
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Construction Contingency is 10% of construction costs	\$	33,502.50
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<b>TOTAL PHASE I PROJECT COSTS</b>	\$	397,127.50	\$	47,000.00
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<b>GRAND TOTAL</b>	\$	1,026,467.92	\$	397,127.50	\$	466,365.04	\$	159,000.00	\$	197,030.00
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<b>FUND BALANCE</b>	\$	(26,468)	\$	2,872.50	\$	483,634.96	\$	-	\$	-
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**AMOUNT FOR AMENDED FUNDING AGREEMENT**

\$757,854
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1999 Bond Phase I Streetscape Scope: from Kings Hwy to Rosewood Avenue includes sidewalk paving, creating raised planting beds, planting approximately 18 palm trees, and installing night lighting

2003 Bond Streetscape Phase II from Kings Hwy to Quentin includes streets, sidewalks, landscaping, signage and lighting; acquisition demolition, design and construction for parking lot development at the Travis Bldg



## AN ORDINANCE

AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE CAPITAL IMPROVEMENTS FUNDING CONTRACT FOR CONSTRUCTION-RELATED EXPENSES FOR THE DECO DISTRICT, THEREBY INCREASING THE CONTRACT AMOUNT BY \$757,854.00, AND MODIFICATIONS TO THE MASTER LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE JEFFERSON WOODLAWN LAKE COMMUNITY DEVELOPMENT CORPORATION FOR ACTIVITIES RELATED TO THE REDEVELOPMENT OF THE TRAVIS BUILDING AND STREETScape ENHANCEMENTS ON FREDERICKSBURG ROAD; AND RATIFYING THE EXECUTION OF A TEXAS DEPARTMENT OF TRANSPORTATION AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF SAN ANTONIO FOR CONSTRUCTION OF IMPROVEMENTS WITHIN THE RIGHT-OF-WAY ALONG FREDERICKSBURG ROAD IN CONNECTION THEREWITH.

\* \* \*

**WHEREAS**, the City of San Antonio owns fee simple title to a building commonly known as the Travis Building (the "Building") located in the 1800 block of Fredericksburg Road, San Antonio, Bexar County, Texas; and

**WHEREAS**, the Building is at the center of a key activity node of an area of the City known as the "Deco District commercial corridor" (the "Deco-District") which area the City has targeted for revitalization under the Neighborhood Commercial Revitalization Program (the "NCRP"); and

**WHEREAS**, the Jefferson Woodlawn Lake Community Development Corporation (the "CDC") has been a participant in the NCRP since 1998, working closely with the City in revitalizing the physical appearance of the Deco-District and in efforts to create economic and employment opportunities; and

**WHEREAS**, by Ordinance No. 94958, passed on November 15, 2001, the City Council authorized the execution of a Capital Improvements Funding Contract in the amount of \$1,400,000.00 and a Master Lease and Management Agreement with the CDC for activities related to the redevelopment of the Building and Streetscape Enhancements on Fredericksburg Road; and



11/4/2004

**WHEREAS**, in an effort to provide additional pedestrian improvements along Fredericksburg Road and the required parking lot for the Building, additional funding was approved through the 2003 Bond Program in the amount of \$950,000.00; and

**WHEREAS**, it is now the desire of the City and the CDC to amend the Capital Improvements Funding Contract to provide additional funding to the CDC for streets, sidewalks, landscaping, signage and lighting from Quentin to Kings Highway, as well as acquisition, demolition, design and construction for parking lot development at the Building; and

**WHEREAS**, it is also the intention of the City and the CDC to amend the Master Lease Agreement to clarify what property is to be managed by the CDC and what property it may sublet; and

**WHEREAS**, this ordinance also authorizes the City's execution of the Texas Department of Transportation agreement between the State of Texas and the City of San Antonio for the construction of improvements within the right of way along Fredericksburg Road;  
**NOW THEREFORE:**

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

**SECTION 1.** The Interim City Manager or in his stead, either an Assistant City Manager, an Assistant to the City Manager or the Director of the Neighborhood Action Department is authorized to execute the First Amendment to the Capital Improvements Funding Contract for Construction Related Expenses for the Deco District with the Jefferson/Woodlawn Lake Community Development Corporation (CDC), thereby increasing the contract amount by \$757,854.00 for additional activities related to the redevelopment of the Travis Building and Streetscape Enhancements on Fredericksburg Road. A copy of said amendment, in substantially final form, is attached hereto and incorporated herein for all purposes as Exhibit A.

**SECTION 2.** The Interim City Manager or in stead, either an Assistant City Manager, an Assistant to the City Manager or the Director of the Neighborhood Action Department is authorized to execute a First Amendment to the Master Lease and Management Agreement with the Jefferson/Woodlawn Lake Community Development Corporation (CDC) to clarify what property is to be managed by the CDC and what property the CDC can sublet. A copy of said amendment, in substantially final form, is attached hereto and incorporated herein for all purposes as Exhibit B.

**SECTION 3.** The execution of a Texas Department of Transportation agreement between the State of Texas and the City of San Antonio for the construction of improvements within the right of way along Fredericksburg Road is hereby ratified. A copy of said agreement is attached hereto and incorporated herein for all purposes as Exhibit C.



11/4/2004

**SECTION 4.** The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the Interim City Manager, an Assistant City Manager or an Assistant to the City Manager, correct allocations to specific General Ledger Account Numbers and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This ordinance shall become effective on and after November 14, 2004.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2004.

M A Y O R

ATTEST:

City Clerk

APPROVED AS TO FORM:

*Elizabeth L. Linn*  
City Attorney



**STATE OF TEXAS   \***   **FIRST AMENDMENT TO THE CAPITAL**  
                               **\***   **IMPROVEMENTS FUNDING CONTRACT FOR**  
**COUNTY OF TEXAS \***   **CONSTRUCTION RELATED EXPENSES FOR THE**  
                                       **DECO DISTRICT**

This amendment of the Capital Improvements Funding Contract for Construction-Related Expenses for the Deco District (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City"), acting by and through its Interim City Manager, pursuant to Ordinance No. \_\_\_\_\_ passed and approved on \_\_\_\_\_, 2004, and the Jefferson Woodlawn Lake Community Development Corporation, a Texas nonprofit corporation (hereinafter referred to as "Grantee"), acting by and through its Executive Director, herein duly authorized.

**WHEREAS**, on November 15, 2001, pursuant to Ordinance No. 94958, the City Council authorized the execution of a Capital Improvements Funding Contract for Construction Related Expenses for the Deco District in the amount of \$1,400,000 with the Jefferson Woodlawn Lake Community Development Corporation (hereinafter referred to as "the Contract"); and

**WHEREAS**, the City has subsequently received certain funds from the sale of General Obligation Bonds from the 2003 Street and Pedestrian Bonds for the Deco District-Fredericksburg Road Streetscape and Sidewalks and Travis Building Parking Lot-Quentin to Kings Highway bond issue as authorized in Ordinance No. 98020 passed and approved on August 14, 2003; and

**WHEREAS**, the City now desires to increase the amount of the Contract by \$757,854 from said 2003 General Obligation Bond funding to provide for additional streetscape enhancements, sidewalks, landscaping, signage, and lighting from Quentin to Kings Highway and demolition, design and construction of parking lot development at the Travis building; and

**WHEREAS**, it is now necessary to authorize the execution of the amendment of the Contract and which will increase the amount of funding to the Grantee, increase the Grantees scope of work and ensure the Grantee's compliance with Texas Department of Transportation agreement; **NOW THEREFORE:**

The parties hereto severally and collectively agree, and by the execution hereof are bound to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereafter described.

City and Grantee agree to amend the Contract as follows:

1. The first whereas clause referenced on page 1 of the Contact is amended as follows:



**"WHEREAS, CITY has received certain funds from the sale of General Obligation Bonds from 1) the 1999 Parks Bond Issue as authorized in Ordinance 89700 passed and approved on May 4, 1999 and 2) the 2003 Street and Pedestrian Bonds for the Deco District-Fredericksburg Road Streetscape and Sidewalks and Travis Building Parking Lot-Quentin to Kings Highway; (hereinafter referred to collectively as "BONDS"); and"**

2. Section 3.1 of the Contract is amended by deleting the amount of \$1,400,000 and replacing it with \$2,157,854.

3. Section 7.1(B) of the Contract is amended as follows:

(B) Notwithstanding any other provisions of this AGREEMENT, the total of all payments and other obligations made or incurred hereunder shall not exceed the sum of \$2,157,854 from the sale of General Obligation Bonds from the 1999 Parks and the 2003 Street and Pedestrian Improvements Bond Issue with \$1,000,000 being used for renovation of the Travis Building; \$400,000 being used for pedestrian and streetscape enhancements and \$757,854 being used for streets, sidewalks, landscaping, signage and lighting from Quentin to Kings Highway; acquisition, demolition, design and construction for parking lot development at the Travis building.

4. Section 7.1(C) of the Contract, the first sentence, is amended as follows:

"It is expressly understood and agreed by CITY and GRANTEE that CITY's obligations under this Article are contingent upon the availability of funds from the sale of applicable 1999 and 2003 General Obligation Bonds."

5. Section 8.1 of the Contract is amended as follows:

"GRANTEE understands and agrees that it shall maintain an accounting system, acceptable to CITY, that will accurately track and account for the receipt and disbursement of monies from each source of funds, as identified on Exhibit "C", paid out by CITY pursuant to this AGREEMENT. This includes a separate system for the \$1,000,000, \$400,000, and the \$757,854 funds."

6. The documents entitled, Work Statement (amended) and the Project Budget (amended) attached hereto and incorporated herein as Attachment I and Attachment II, respectively, will hereby supercede the Work Statement and Project Budget contained as Exhibit B and Exhibit C, respectively, in the Contract and all references in the Contract to the Work Statement and Project Budget will now refer to the attached Work Statement (amended) and Project Budget (amended).



7. The Grantee agrees that it shall comply with all the terms that the City is obligated to comply with in the Texas Department of Transportation Agreement between the State of Texas and the City of San Antonio for the construction of improvements within the right of way along Fredericksburg Road. A copy of said agreement is attached hereto and incorporated herein for all purposes as Attachment III.
8. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form except for the provisions modified by this Amendment.
9. The signer of this Amendment for Grantee represents, warrants, assures and guarantees that she has full legal authority to execute this Contract amendment on behalf of Grantee and to bind Grantee to all of the terms, conditions, covenants and provisions herein contained.

**EXECUTED** in this the \_\_\_\_ day of \_\_\_\_\_, 2004.

**CITY OF SAN ANTONIO**  
a Texas Municipal Corporation

**JEFFERSON WOODLAWN**  
**LAKE COMMUNITY**  
**DEVELOPMENT CORPORATION**  
a Texas non-profit corporation

BY: \_\_\_\_\_  
J. Rolando Bono  
Interim City Manager

BY: \_\_\_\_\_  
Mariana P. Dannelly  
Executive Director

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

Attachment I	Work Statement (amended)
Attachment II	Project Budget (amended)
Attachment III	Texas Department of Transportation Agreement between the State of Texas and the City of San Antonio



**WORK STATEMENT AMENDED**

- I. GRANTEE: Jefferson/Woodlawn Lake Community Development Corporation
- II. PROJECT NAME: Travis Building Redevelopment Project

**STATEMENT OF PROJECT RESPONSIBILITY:**

- III. POLICY: CITY's Neighborhood Action Department
- IV. ADMINISTRATION: CITY's Neighborhood Action Department/NCR Division
- V. STAFFING: Jefferson/Woodlawn Lake Community Development Corporation
- VI. OPERATIONS: Jefferson Woodlawn Lake Community Development Corporation
- VII. BUDGET & FISCAL MATTERS: CITY's Neighborhood Action Department
- VIII. PROJECT DESCRIPTION:

The objective of the Travis Building Redevelopment Project and Deco District-Fredericksburg Streetscape and Sidewalks and Travis Building Parking Lot is to 1) provide for the redevelopment, leasing and management of the CITY-owned property in keeping with the economic development goals of the Deco District NCR Revitalization Project; 2) generate a source of income to properly maintain the property; and 3) provide an opportunity for the CDC to become financially self-sufficient.

- IX. PERFORMANCE INDICATORS: See Amended Master Lease Agreement.
- X. SERVICE AVAILABILITY:

Contact Information, i.e. location, phone and days/hours of operation to be determined in accordance with provisions of Special Considerations.

- XI. TARGET POPULATION: Not applicable.
- XII. ELIGIBILITY CRITERIA: Not applicable.
- XIII. FEES: Not applicable.
- XIV. SPECIAL CONSIDERATIONS: See attached items: A to E



## **PROJECT BUDGET AMENDED**

The following outlines the funds that are available for the activities outlined in this contract. The "Project Budget" detailing each line item for the total not to exceed the maximum of each fund shall be submitted by the GRANTEE as a condition of this agreement in accordance with the Work Statement Amended.

- Travis Building Redevelopment: \$1,000,000 in 1999 GO Bonds
- Streetscape and Pedestrian Enhancements Phase I: \$400,000 in 1999 GO Bonds
- Streetscape and Pedestrian Enhancements Phase II and acquisition, demolition, design, and construction for parking lot development at the Travis Building: \$757,854



**FIRST AMENDMENT TO THE MASTER LEASE  
AND MANAGEMENT AGREEMENT WITH  
COUNTY OF TEXAS JEFFERSON WOODLAWN LAKE COMMUNITY  
DEVELOPMENT CORPORATION ("TRAVIS BUILDING")**

This amendment of the Master Lease and Management Agreement (hereinafter referred to as "this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "CITY"), acting by and through its Interim City Manager, pursuant to Ordinance No. \_\_\_\_\_ passed and approved on \_\_\_\_\_, 2004, and the Jefferson Woodlawn Lake Community Development Corporation, (hereinafter referred to as "TENANT"), (collectively the PARTIES").

**WHEREAS**, on November 15, 2001, pursuant to Ordinance No. 94958, the City Council authorized the execution of a Master Lease and Management Agreement with the TENANT (hereinafter referred to as "the Master Lease"); and

**WHEREAS**, the Lease described the property that TENANT would be managing for the City and the area that could be sublet by the TENANT; and

**WHEREAS**, on April 24, 2004, the City acquired five properties adjacent to the Travis Building to accommodate for the required parking; and

**WHEREAS**, it has now become necessary to amend the Master Lease in order to clarify what property the TENANT will be responsible for managing for the City; **NOW THEREFORE:**

The parties hereto severally and collectively agree, and by the execution hereof are bound to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereafter described.

CITY and TENANT agree to amend the Master Lease as follows:

1. The document entitled "Map of Leased Premises" attached hereto and incorporated herein as Attachment I will hereby supercede the "Plat of Leased Premises" contained as Exhibit A, in the Master Lease and all references in the Master Lease to the Plat of the Leased Premises shall now refer to the attached "Map of Leased Premises."
2. Section 1.2 of the Master Lease is hereby amended as follows:

"The Parties agree that TENANT shall occupy only that portion of the Premises described on Exhibit "B", to be attached hereto and incorporated herein upon determination by TENANT with consent of CITY, said determination to be made no later than December 31, 2004, and that the remainder of the Premises shall be sublet by TENANT to third parties, as hereinafter set out."



3. All other terms, conditions, covenants and provisions of the Master Lease are hereby continued and shall remain in effect in their original form except for the provisions modified by this Amendment.
4. The signer of this Amendment for TENANT represents, warrants, assures and guarantees that she has full legal authority to execute this amendment of the Master Lease on behalf of the TENANT and to bind TENANT to all of the terms, conditions, covenants and provisions herein contained.

**EXECUTED** this the \_\_\_\_ day of \_\_\_\_\_, 2004.

**CITY OF SAN ANTONIO**  
**a Texas Municipal Corporation**

**JEFFERSON WOODLAWN**  
**LAKE COMMUNITY**  
**DEVELOPMENT CORPORATION**  
**a Texas non-profit corporation**

BY: \_\_\_\_\_  
J. Rolando Bono  
Interim City Manager

BY: \_\_\_\_\_  
Mariana P. Dannelly  
Executive Director

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

Attachment I                      Map Leased Premises



### Map of Leased Premises

Leased Premises shall mean all or any part of that real property and said improvements being described as follows:

Lots 6, 7, 8, 9, 10, 11, 21, 22, 23, and 24 New City Block 2745 of the Keystone Park Development located and commonly know as properties located at 1800 through 1814 Fredericksburg Road (Travis Building) and those properties located on 211, 215, 219, 223, and 227 Beal Street





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ARCHITECT'S  
OFFICE**Texas Department of Transportation**

P.O. BOX 29028 • SAN ANTONIO, TEXAS 78229-0928 • (210) 615-1110

July 28, 2003

**Construction and Maintenance Agreement (C&MA)  
For Streetscape Enhancements  
Loop 345 (Fredericksburg Road) from Furr to West Kings Highway  
City of San Antonio, Bexar County**

Mr. Gerlach Laven  
City Architect's Office  
City of San Antonio  
114 W. Commerce Street, 8<sup>th</sup> Floor  
San Antonio, Texas 78205

Dear Mr. Laven:

Attached are three (3) originals of a Construction and Maintenance Agreement (C&MA) for the City of San Antonio to design, construct, and maintain improvements at the above referenced location. After you obtain a signature from the appropriate person for the City of San Antonio on each of the three original C&MAs, please return all originals to my office for final approval by TxDOT. After final approval by TxDOT, we will send you one signed original including all Exhibits. Also attached is a copy of the Certificate of Insurance (Exhibit B) for the City's contractor to complete and submit to TxDOT.

Construction work on this project within highway right of way cannot begin until all of the following items have been satisfied:

1. The C&MA must be signed by the City of San Antonio and TxDOT,
2. Construction plans must be reviewed and approved by TxDOT and attached as Exhibit A,
3. The contractor must submit to the Area Engineer a completed Certificate of Insurance on TxDOT Form 1560 (Exhibit B), and
4. A pre-work meeting must be held with the Bexar 410 Area Engineer, Mr. Dale Stein, P.E., and notification provided to Mr. Stein at 210-615-6022 at least 48 hours before work on state highway right of way begins.

We appreciate your efforts to improve our highway system. If you have any questions, please call me at (210)615-5856.

Sincerely,

*John D. Bohuslav*  
John D. Bohuslav, P.E.  
Director of Maintenance

## Attachment

cc: Mr. David Casteel  
Mr. Dale Stein  
Mr. Larry Sjelin  
Mr. Marvin Hatter

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CITY ATTORNEY'S OFFICE  
SAN ANTONIO, TEXAS



**CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN**

**THE STATE OF TEXAS**

**AND**

**THE CITY OF SAN ANTONIO, TEXAS**

**FOR**

**THE CONSTRUCTION OF IMPROVEMENTS WITHIN THE RIGHT-OF-WAY**

**OF LOOP 345 (FREDERICKSBURG ROAD)  
FROM FURR TO W. KINGS HIGHWAY**

**IN THE CITY OF SAN ANTONIO, TEXAS**

State of Texas

County of Travis

**THIS AGREEMENT**, made on the dates hereinafter shown, by and between the State of Texas, hereinafter called the "State" represented by the Executive Director of the Texas Department of Transportation, acting for and in behalf of the Texas Transportation Commission, and the City of San Antonio, Texas, hereinafter called the "City", acting by and through the Director of Public Works, hereunto duly authorized.

**WITNESSETH**

**WHEREAS**, the State owns, operates, and maintains a system of highways for public use and benefit, including Loop 345 in the City of San Antonio, Bexar County, Texas; and

**WHEREAS**, the City desires and has requested authority to construct streetscape enhancements within the right-of-way of Loop 345 at the location shown on construction plans, entitled "Deco District Streetscape Enhancements, The Jefferson- Woodlawn Lake Community Development Corporation, Funded by the City of San Antonio, Department of Neighborhood Action", hereinafter referred to as the "Facility", attached hereto as Exhibit "A" and made a part of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:



**Construction Responsibilities**

The following conditions shall apply until construction of the Facility is completed and accepted by the State in accordance with paragraph no. 1 under **Maintenance Responsibilities**.

1. The State grants to the City permission to construct the Facility within the highway right-of-way as shown on Exhibit "A". It is understood and agreed that the State does not purport, hereby, to grant any right, claim, title or easement in, across or upon said properties other than that described above.
2. The City at no cost to the State, shall prepare or have prepared, complete construction drawings, plans and specifications for the proposed roadway sections, drainage facilities, appurtenances, and incidental items thereto. No construction work shall be performed on highway right-of-way until these plans and specifications have been approved in writing by the State. After such approval has been given no changes or alterations shall be made without the written approval of the State.
3. The plans and specifications shall be submitted to the District Engineer, Texas Department of Transportation, San Antonio, Texas for approval. Any changes or alterations which become necessary during the course of the work shall also be submitted to the District Engineer for approval.
4. The City, its contractors, or agents, shall submit a traffic control plan, to be included in Exhibit "A", providing for detours, barricades, warning signs, flares, flashing light signals, and flagmen as required and in accordance with the Texas Manual on Uniform Traffic Control Devices to direct and protect vehicular and pedestrian traffic while construction work, including related activities, is in progress. Details and descriptions of these traffic handling measures shall be included in the plans and specifications when submitted for approval. If, during construction, it becomes necessary or desirable to modify the traffic control measures as specified, prior approval must be obtained from the State's District Engineer in San Antonio. The City shall notify the State at least 48 hours prior to beginning any work on the Facility.
5. The City shall construct, or have constructed, at its entire cost and expense, the proposed roadway sections, drainage facilities and incidental items referred to in paragraph 1 and 2 above. The State shall have the right to inspect the work on highway right-of-way at any time during the progress of the work, and to make final inspection upon completion. Construction operations will be conducted in a manner acceptable to the District Engineer or his authorized representative. The City, its contractors or agents, shall correct any deficiencies revealed by the State's inspection of the work or of the traffic control and protection measures, where such deficiencies could have an adverse effect on public use of the highway or the safety and convenience of the traveling public.
6. Upon completion of the work authorized herein, the City shall submit copies of the as-built plans and specifications, including any changes or alterations, showing the roadway sections and drainage facilities in their completed state, to the State's District Engineer in San Antonio for the permanent records of the State.
7. The City or the City's contractors agree to pay all damages accruing to the State, by reason of injuries to the right-of-way, roadbed, pavement, bridges, signs, and other highway facilities owned by the State, when such damages are caused by the City's construction, operation, maintenance or rehabilitation of the Facility. To the extent allowed by law, the City also agrees to indemnify and save harmless the State from any and all claims, demands, actions or causes of action, due to damage to property or injury to or death of persons arising from or connected with work on the Facility including, but not limited to all court costs, attorney fees and other expenses incurred in connection with suits for such damage and shall, if so requested in writing, assist or relieve the State from



defending any such suits brought against it. In addition, the City shall require its contractor(s) and subcontractor(s) to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms.

**Adequate insurance, as a minimum shall mean the City's contractors shall furnish the State with the Texas Department of Transportation's Certificate of Insurance, attached hereto as Exhibit "B", covering the below listed insurance coverages:**

- |    |   |   |
|----|---|---|
| A. | <b>Worker's Compensation Insurance Amount – Statutory</b> |   |
| B. | <b>Commercial General Liability Insurance:</b>            |   |
|    | <b>Amounts – Bodily Injury/Property Damage</b>            | <b>\$600,000 combined single limit each occurrence and in the aggregate</b> |
| C. | <b>Texas Business Automobile Liability Insurance:</b>     |   |
|    | <b>Amounts – Bodily Injury</b>                            | <b>\$250,000 each person</b>  |
|    |   | <b>\$500,000 each occurrence</b>  |
|    | <b>Property Damage</b>                                    | <b>\$100,000 each occurrence</b>  |

- B. Commercial General Liability Insurance:**  
**Amounts – Bodily Injury/Property Damage**  
**\$600,000 combined single limit each occurrence**  
**and in the aggregate**

- |    |  |                 |                           |
|----|--|-----------------|---------------------------|
| C. | Texas Business Automobile Liability Insurance: |                 |                           |
|    | Amounts –                                      | Bodily Injury   | \$250,000 each person     |
|    |  |                 | \$500,000 each occurrence |
|    |  | Property Damage | \$100,000 each occurrence |

The State shall be included as an "Additional Insured" by Endorsement to policies issued for coverages listed in B and C above. A "Waiver of Subrogation Endorsement" in favor of the State shall be a part of each policy for coverages listed in A, B and C above. A certified copy of these endorsements shall be submitted to the State with the evidence of coverage. The City and/or its contractor shall be responsible for any deductions stated in the policy.

8. In the event the State determines that the City's construction of the Facility materially interferes with or adversely affects the general highway use, the State will consult with the City, and such modifications or remedial actions required by the State for the continued construction of the Facility will be accomplished, and shall be done at the sole expense of the City.
9. The City, at its own expense, will:
  - (1) Comply with all federal, state, municipal, and other laws, codes, ordinances, rules, and regulations applicable to the facility whether same are in existence on the execution date of this agreement or become effective during the term of this agreement;
  - (2) Comply with such regulations as the State may promulgate regarding sanitation, cleanliness, and other health and/or environmental matters, including, without limitation, removal of garbage, trash, and other waste; and
  - (3) Install, remove, and alter such equipment and appurtenances in, and make such alterations to, the Facility as may be necessary so as to comply with the foregoing (1) and (2); and
  - (4) Use the highest degree of care and all proper safeguards to prevent pollution of air, soil, and water in, on and around the Facility.

9. The City, at its own expense, will:
- (1) Comply with all federal, state, municipal, and other laws, codes, ordinances, rules, and regulations applicable to the facility whether same are in existence on the execution date of this agreement or become effective during the term of this agreement;
  - (2) Comply with such regulations as the State may promulgate regarding sanitation, cleanliness, and other health and/or environmental matters, including, without limitation, removal of garbage, trash, and other waste; and
  - (3) Install, remove, and alter such equipment and appurtenances in, and make such alterations to, the Facility as may be necessary so as to comply with the foregoing (1) and (2); and
  - (4) Use the highest degree of care and all proper safeguards to prevent pollution of air, soil, and water in, on and around the Facility.

The City will not permit any unlawful use of the Facility, and will not commit or permit anyone else to commit an act which might, in the exclusive judgement of the State, appreciably damage the State's goodwill or reputation, or tend to injure or depreciate the value of the highway right of way and/or any improvements located thereon. The City shall furnish to the State, within a reasonable time of receipt by the City, copies of any and all notices and/or correspondence received by the City from any governmental entity or other entity or person indicating violation or possible violation of any laws or other regulations in regard to the construction of the Facility.



The City, at its sole cost and expense, shall take any and all corrective action deemed necessary or desirable by the State, and as required by any applicable federal, state, municipal, and other laws, codes, ordinances, rules, and regulations to cleanup, remove and abate any and all soil contamination, groundwater contamination or any other contamination of the highway right of way caused directly or indirectly by any release or discharge of any hazardous, toxic, or otherwise harmful substances in, on, under and around the Facility by the City and/or the City's employees, agents, representatives, contractors, permittees, invitees or any other persons occupying the Facility or any portion thereof by, through or under the City.

10. In the event that the State determines, for reasons other than those specified in paragraph 8, that it is necessary to repair, construct, reconstruct and/or make any changes in the highway facility prior to acceptance of the Facility for maintenance by the State, the City shall be responsible for all costs necessary for alterations of the Facility.

#### Maintenance Responsibilities

1. Upon satisfactory completion of construction of the Facility, the State will issue a letter of acceptance to the City, and the maintenance responsibilities shall be in accordance with the current Municipal Maintenance Agreement.

#### General

1. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors.
2. The City shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the State.
3. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
4. No member, officer or employee of the State of Texas, Bexar County or the City of San Antonio, or of a local public body during his tenure shall have any interest, direct or indirect, in this Agreement or the benefits/proceeds thereof.
5. The City and the State, by execution of this Agreement, do not waive or relinquish any right which they may have under the law or constitution, State or Federal.
6. In the event either party hereto fails to comply with the terms as set out herein, the other party hereto may take such action as it deems appropriate to compel compliance. Should the City fail to comply with the obligations agreed to in this Agreement, the State will notify that breach of contract has occurred. Within not less than thirty (30) days from the State's written notification, the City must remedy the breach as outlined by the State. In the event the City does not remedy the breach, the State may take over the work on the drainage project and prosecute the work until completion. In such case, the City shall be liable to the State for the cost of completing the work and any additional cost occasioned by the State.



IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the dates below stated.

**THE CITY OF SAN ANTONIO**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**THE STATE OF TEXAS**

Certified as being executed for the purpose and effect of activating and/or carrying out of the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Signature

San Antonio District Engineer  
Title

Date: \_\_\_\_\_

RECOMMENDED FOR EXECUTION:

\_\_\_\_\_  
Director of Maintenance

**List of Exhibits:**

- A. Construction plans, including traffic control plans, entitled "Deco District Streetscape Enhancements, The Jefferson- Woodlawn Lake Community Development Corporation, Funded by the City of San Antonio, Department of Neighborhood Action".
- B. Contractor's Certificate of Insurance.

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Revised July 28, 2004



TxDOT Form 1580 (Rev 04/2002) Previous editions of this form may not be used.  
Page 1 of 2

## Texas Department of Transportation (TxDOT) CERTIFICATE OF INSURANCE

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on the back of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: Area Code ( ) \_\_\_\_\_

### WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #:	
Address:			City, State, Zip:	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation				Not Less Than: Statutory - Texas

### COMPREHENSIVE GENERAL LIABILITY INSURANCE:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #:	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Comprehensive General Liability Insurance Bodily Injury Property Damage OR Commercial General Liability Insurance				Not Less Than: \$ 500,000 each occurrence \$ 100,000 each occurrence \$ 100,000 for aggregate OR \$ 800,000 combined single limit

### COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #:	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Comprehensive Automobile Liability Insurance OR Texas Business Automobile Policy Bodily Injury Property Damage				Not Less Than: \$ 250,000 each person \$ 500,000 each occurrence \$ 100,000 each occurrence

### UMBRELLA POLICY (if applicable):

Carrier Name:			Carrier Phone #:	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Agency Name

Address

City, State Zip Code

Area Code ( ) \_\_\_\_\_

Authorized Agent's Phone Number

Authorized Agent Original Signature

Date

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the named insurance company. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the agent or the insurance company has sent written notice by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named meet all the requirements stipulated and such policies are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

TxDOT



TxDOT Form 1560 (Rev 04/2002)  
Page 2 of 2

## Texas Department of Transportation

### NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required. If higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated Insurance form must reach the address listed below one business day prior to the expiration date. Insurance must be in force in order to perform any work.

Binder numbers are not acceptable for policy numbers.

The certificate of Insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of Insurance form is the only acceptable proof of Insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of Insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

The SIGNATURE of the agent is required. Stamped/typed/printed signatures are not acceptable.

### CERTIFICATE OF INSURANCE REQUIREMENTS:

#### WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

#### COMPREHENSIVE GENERAL LIABILITY INSURANCE or COMMERCIAL GENERAL LIABILITY INSURANCE:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$100,000 for aggregate

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

#### COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE or TEXAS BUSINESS AUTOMOBILE POLICY:

The coverage amount for a Texas Business Automobile Policy or Comprehensive Automobile Liability may be shown as a minimum of \$800,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

#### MAIL ALL CERTIFICATES TO :

Texas Department of Transportation  
CST - Contract Processing Unit (RA/200 - 1<sup>st</sup> Fl.)  
125 E. 11<sup>th</sup> Street  
Austin TX 78701-2483  
(512) 416-2429 (V), (512) 416-2536 (F)