

**CITY OF SAN ANTONIO  
ASSET MANAGEMENT DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Rebecca Waldman, Director, Department of Asset Management

**SUBJECT:** Renewal and Extension of the Professional Services Agreement for Engineering Services associated with re-platting of the Levi Strauss Property

**DATE:** January 6, 2005

**SUMMARY AND RECOMMENDATIONS**

An ordinance approving a Renewal and Extension of Professional Services Agreement for Engineering Services associated with re-platting of the Levi Strauss Property, between Poznecki, Camarillo and Associates, Inc., a Texas corporation as Consultant and the City of San Antonio, renewing and extending the term of that certain Professional Services Agreement, approved by Ordinance No. 99451 dated July 22, 2004, for the platting of approximately 22 acres of land located at 5827 Highway 90 West, known as the Levi Strauss Finishing Plant Property, located in City Council District 6, for three (3) months commencing on January 1, 2005, and expiring March 31, 2005, in order to provide additional time in which to obtain platting approval.

Staff recommends approval of this ordinance

**BACKGROUND INFORMATION**

Pursuant to Ordinance No. 99351, dated June 10, 2004 a Purchase and Sale Agreement was authorized with Levi Strauss & Co. in an amount not to exceed \$4,850,000.00 for approximately 58.9 acres, containing 2 primary buildings with a combined square footage totaling approximately 333,000 square feet, located on Highway 90 West, for use by the Departments of Public Works and Parks and Recreation. As provided for under the terms of the Purchase and Sale Agreement, the City of San Antonio was given the option to purchase only Building II and the adjacent 22-acre parcel with the stipulation that, if the option was exercised, the City would re-plat the property at the City's expense in an amount not to exceed \$50,000.00.

As due diligence revealed that the purchase of Building I for use by the Public Works Department was not financially feasible, the City exercised its option to purchase only Building II and the adjacent 22-acre parcel (approximately 37.4 acres total), for use by the Parks and Recreation Department, therefore creating the need to hire an Engineering Firm to re-plat that portion of the property not being purchased by the City.

Pursuant to Ordinance No. 99451 dated July 22, 2004, a Professional Services Agreement was authorized between the City and Poznecki, Camarillo and Associates, Inc., a Texas corporation, for engineering services associated with re-platting the Levi Strauss Property as required by the Purchase and Sale Agreement. The original term of the Professional Services Agreement, from July 23, 2004 to December 31, 2004, has proven to be inadequate for the required review and approval by Levi Strauss & Co. of the documents to be submitted for plat approval consideration. As such, the current estimated date of completion of the project is mid February 2005. There will be no added cost to the City created by this Renewal and Extension Agreement.

### **POLICY ANALYSIS**

Approval of this Ordinance will enable the City to fulfill its contractual obligation to plat that portion of the Levi Strauss Property that was not purchased by the City of San Antonio.

### **FISCAL IMPACT**

This Contract Renewal and Extension Agreement will have no fiscal impact.

### **COORDINATION**

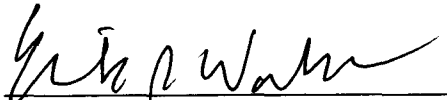
This agreement has been coordinated with the City Attorney's Office.

### **SUPPLEMENTARY COMMENTS**

The required Discretionary Contracts Disclosure form is attached.



Rebecca Waldman, Director  
Department of Asset Management



Erik J. Walsh  
Assistant to the City Manager

## **Contract Renewal and Extension Agreement**

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This Contract Renewal and Extension Agreement is entered into between the City of San Antonio (City), a Texas municipal corporation, acting by and through the City Manager, Interim City Manager, or designee, pursuant to City Ordinance \_\_\_\_\_, passed and approved \_\_\_\_\_, 2005, and Poznecki, Camarillo and Associates, Inc. (Consultant) as of the date and year set forth at the end hereof.

### **Predicate Facts**

City and Consultant are presently parties to an Agreement Between the City of San Antonio and Poznecki, Camarillo and Associates, Inc. for Levi Strauss Property Engineering Services effective as of July 23, 2004 and approved by the San Antonio City Council in ordinance number 99451 (Existing Agreement).

The Existing Agreement expires December 31, 2004, but Consultant has not yet completed the required work.

The Existing Agreement expressly provides that it may be extended for two months, but the parties wish to extend it even further.

### **Rights and Obligations**

Now therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The term of the Existing Agreement is extended to and including March 31, 2005. The fees to Consultant provided for in the Existing Agreement are not increased.
2. Except as expressly modified in this renewal and extension, the Existing Agreement is reaffirmed as a comprehensive and exclusive statement of the rights and obligations of the parties.

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3. This renewal and extension becomes effective only when the authorizing ordinance adopted by City Council becomes effective but, upon such effective date, will relate back to January 1, 2005.

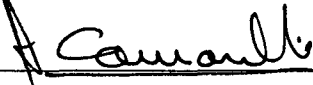
**City**

City of San Antonio, a Texas municipal corporation

By: \_\_\_\_\_  
Interim City Manager or designee

**Consultant**

Poznecki, Camarillo and Associates, Inc.

By: 

Title: PRESIDENT

**Attest:**

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

**Approved:**

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

# 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:

Adalberto Camarillo, R.P.L.S.

(2) the identity of any **business entity**<sup>1</sup> that would be a party to the discretionary contract:

Poznecki-Camarillo and Assoc., Inc.

and the name of:

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

and the name of:

(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;

Andrew W. Poznecki, Jr., P.E.

<sup>1</sup> 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.

- (3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

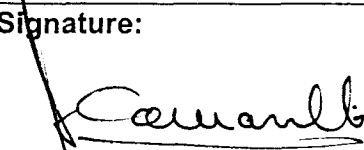
### Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
Ed Garza Sandra Martinez	\$2,000.00 \$1,300.00	March, 2003 April, 2003

### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature: 	Title: President  Company: Poznecki-Camarillo and Assoc., Inc.	Date:  Dec. 16, 2004

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.