

**CITY OF SAN ANTONIO
PARKS AND RECREATION DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Malcolm Matthews, Director, Parks and Recreation Department

SUBJECT: Walker Ranch Park Improvements Phase 3 Project - Land Acquisition

DATE: March 24, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the acquisition of a 4.101234 acre tract located on East Rhapsody Drive adjacent to Walker Ranch Park in City Council District 9 from Gary Management Services c/o Lief Zars for the amount of \$441,200.00 which will be designated for park land and appropriates this amount from 2003-2007 Park Bond Funds.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Funds were approved in the 2003 Park Bond Issue for the Walker Ranch Park Improvements Phase 3 Project. Ordinance 99307, approved on June 3, 2004, authorized selection of Bender Wells Clark Design for architect services to include design, plan and bid documents preparation, and construction phase services for improvements to new property that will be added to the Walker Ranch Park (12603 West Avenue) in City Council District 9. The additional 4.101234 acre parcel is located south and adjacent to the park, off of East Rhapsody Drive. The property will be purchased from Gary Management Services c/o Lief Zars for the amount of \$441,200.00. The land has been appraised at \$441,200.00.

Previous development of Walker Ranch Park included a walking trail with interpretive signage, a playground and a pavilion. The scope of new work will include an additional park entrance, parking area, trails, and other general park improvements that will tie into the existing park facilities, and also will serve as a trailhead for this segment of the Salado Creek Greenway. With the acquisition of this parcel, design services will be completed. It is anticipated that the construction will begin in November 2005.

POLICY ANALYSIS

This acquisition is consistent with the approved 2003 Park Bond Issue and with the adopted San Antonio Parks and Recreation System Plan published in 1999 that identified the need to acquire property in District 9 for park land.

FISCAL IMPACT

Funds of \$820,000.00 were approved in the 2003 Park Bond Issue for this project. The amount of \$91,218.37 has previously been encumbered for design services and project fees. This ordinance will appropriate \$441,200.00 for land acquisition. There will be minimal maintenance and security costs associated with the new land acquisition which will not impact the General Fund.

COORDINATION

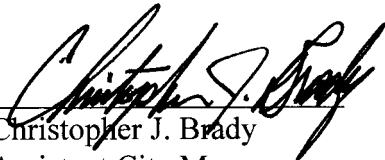
This action has been coordinated with the Public Works Department (Real Estate Division), the Finance Department, the Office of Management and Budget, the Environmental Services Department, and the Planning Commission.

SUPPLEMENTARY COMMENTS

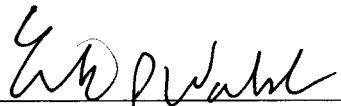
A Discretionary Contract Disclosure statement is not required.



Malcolm Matthews
Director of Parks and Recreation



Christopher J. Brady
Assistant City Manager



J. Rolando Bono
Interim City Manager

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Attachment I

Walker Ranch Park Improvements Phase 3 Project
Project 26-00277

REVENUES:

<u>Description:</u>	<u>Current Budget:</u>	<u>Revisions:</u>	<u>Revised Budget:</u>
2003-2007 Park Bond Funds (\$820,000)	<u>\$91,218.36</u>	<u>\$441,200.00</u>	<u>\$532,418.36</u>
	\$91,218.36	\$441,200.00	\$532,418.36

EXPENDITURES:

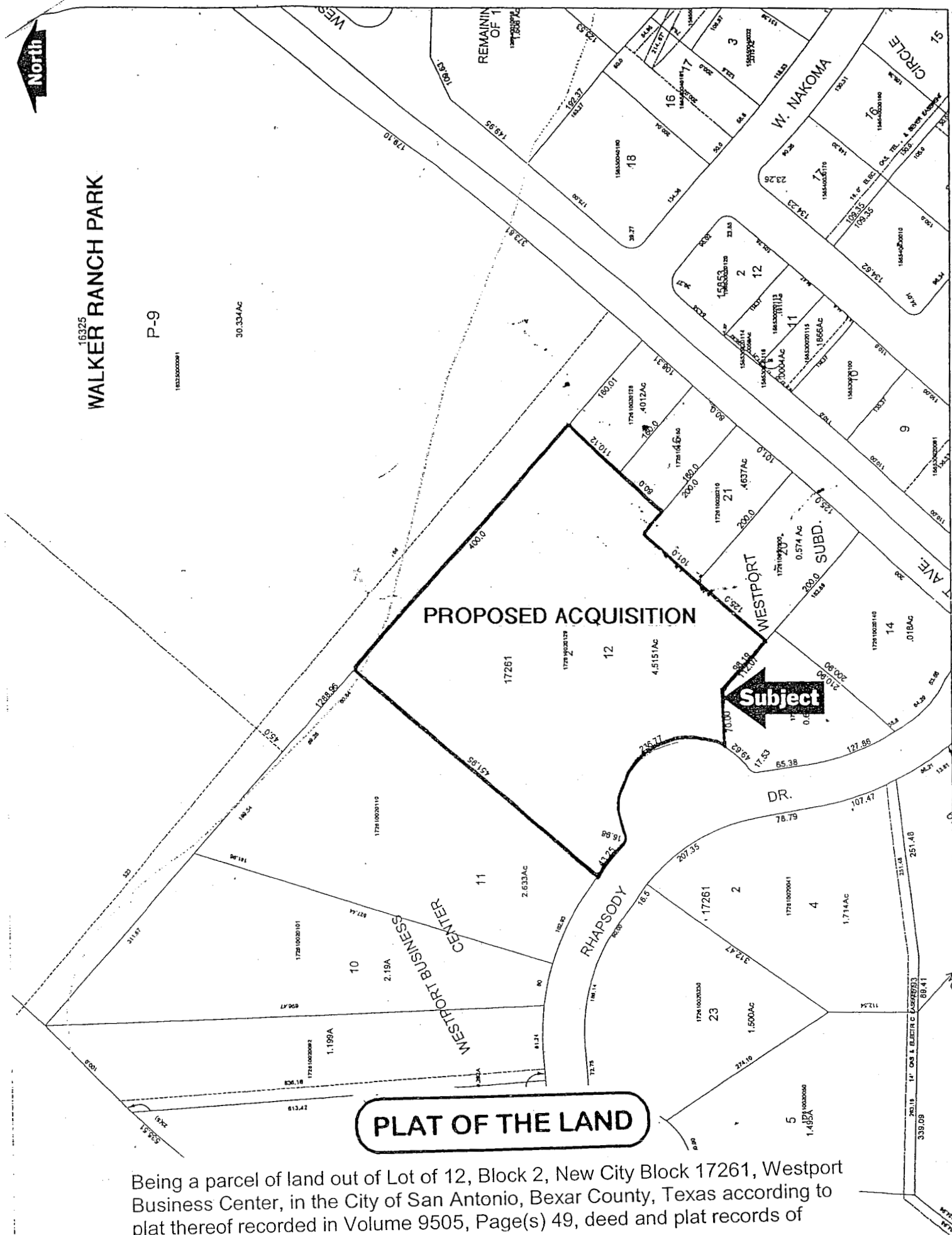
<u>Description:</u>	<u>Current Budget:</u>	<u>Revisions:</u>	<u>Revised Budget:</u>
Transfer to Park Specifications Project	\$918.36	\$0.00	\$918.36
26-00277-01-19-01 Architect Fees	\$40,200.00	\$0.00	\$40,200.00
26-00277-01-19-02 Architect Contingency	\$4,100.00	\$0.00	\$4,100.00
26-00277-01-10 Printing & Bid Advertising	\$2,000.00	\$0.00	\$2,000.00
26-00277-01-19-04 Design Enhancement Allowance	\$10,000.00	\$0.00	\$10,000.00
26-00277-01-19-03 Mandatory Project Fees	\$24,000.00	\$0.00	\$24,000.00
26-00277-03-02-01 Land Acquisition Fees	\$10,000.00	\$0.00	\$10,000.00
26-00277-03-02 Land Acquisition Cost	<u>\$0.00</u>	<u>\$441,200.00</u>	<u>\$441,200.00</u>
Total:	\$91,218.36	\$441,200.00	\$532,418.36

Site Map

Walker Ranch Park

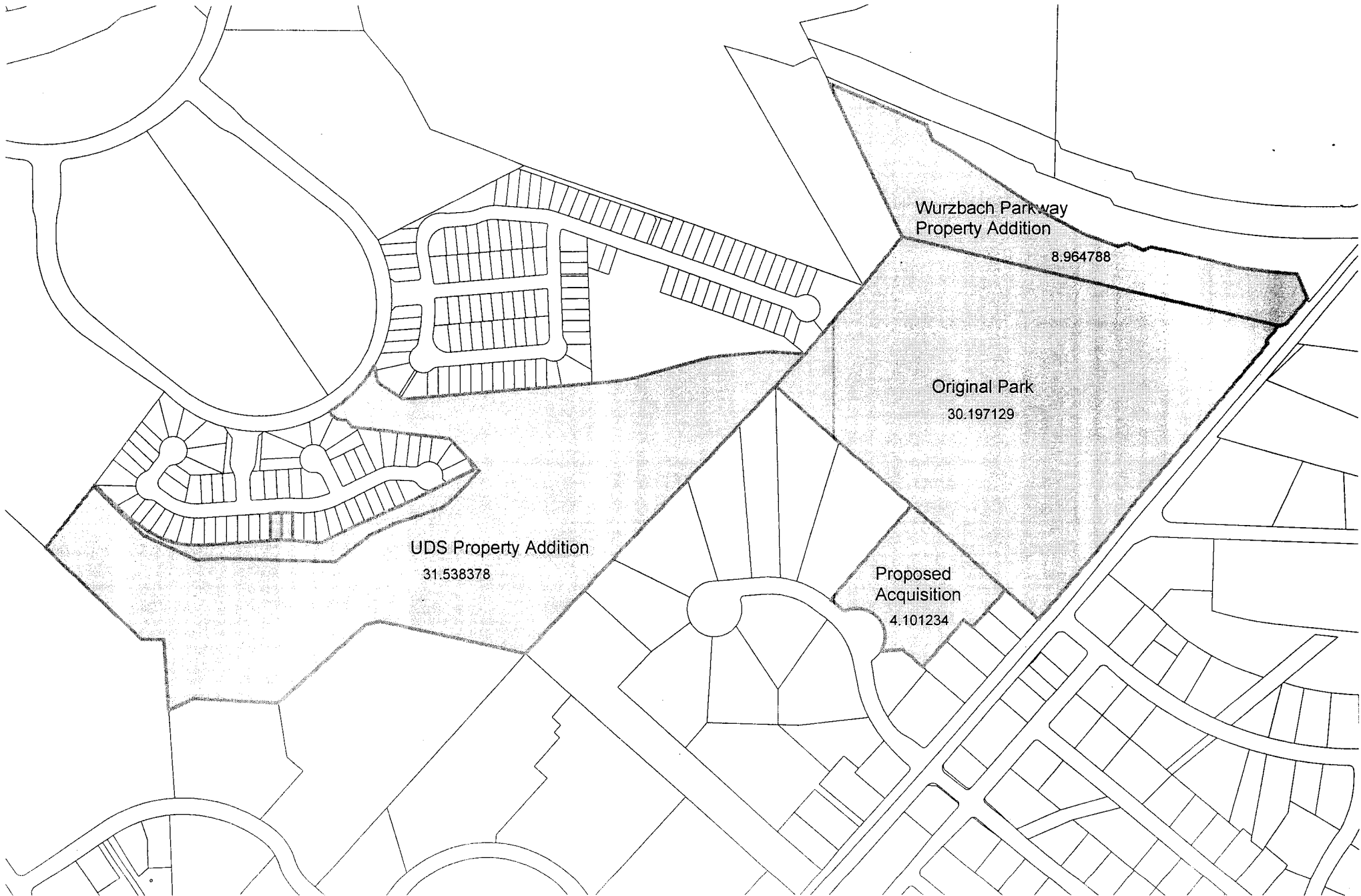


City of San Antonio
Parks and Recreation Department



Being a parcel of land out of Lot of 12, Block 2, New City Block 17261, Westport Business Center, in the City of San Antonio, Bexar County, Texas according to plat thereof recorded in Volume 9505, Page(s) 49, deed and plat records of Bexar county, Texas.

Walker Ranch Park



1 inch equals 500 feet



25 FEB. 04 S-CANO MAP 0261

WURZBACH PKWY

VISTA VALET DR

BRANDON WILLOW

MAGNOLIA MIST

OSAGE MESA

SYCAMORE MOON

ZONE "AE"

ZONE "AE"

WINDMILL PALM

FLOOD PLAIN

W NORTH LOOP RD

Subject

W NAKOMA

BRESPORE

W RHAPSODY

SANDMAN

STRINGS ST

CHAUNCEY

PETAL DR

BRIAR OAK

SONG

TEMPTATION

LOAROSE

ERO

INTRIQUE

AFTERGLOW

ELANCO RD

SIR WINSTON

PARLIAMENT

Flood Plain Map

SALES AGREEMENT

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STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, **GARY MANAGEMENT SERVICES, INC. C/O LIEF ZARS**, hereinafter referred to as "**SELLER**", for and in consideration of the agreed purchase price of **FOUR HUNDRED FORTY ONE THOUSAND TWO HUNDRED AND 00/100 (\$441,200.00) DOLLARS** (the "Purchase Price") and upon the terms and conditions hereof, contracts to **GRANT, SELL and CONVEY** by General Warranty Deed to the **CITY OF SAN ANTONIO**, hereinafter referred to as "**PURCHASER**"; a good, marketable, and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises (the "Premises") in the City of San Antonio, Bexar County, Texas, to-wit:

BEING A PARCEL OF LAND OUT OF LOT 12, BLOCK 2, NEW CITY BLOCK 17261, WESTPORT BUSINESS CENTER, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9505, PAGE(S) 49, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF;

together with all improvements and other things incident or belonging thereto, including all right, title and interest in or to all adjoining streets or alleys.

The above consideration includes payment for street, curbs, driveway, trees and/or landscaping within the Premises.

SPECIAL CONDITIONS: NONE

SELLER hereby agrees to furnish **PURCHASER** a Release of Lien or Partial Release of Lien, if applicable.

The agreed Purchase Price includes full accord, satisfaction and compensation for all demands and damages to the remaining Premises of the **SELLER**, if any.

The **PURCHASER**, without expense to the **SELLER**, shall prepare the deed and shall bear the expense of all closing costs.

ALAMO TITLE COMPANY shall act as escrow agent and the **SELLER**, upon demand by the **PURCHASER**, agrees to deliver such deed duly executed to the escrow agent at its San Antonio office, and to surrender possession of the Premises to **PURCHASER** not later than 10 days after the date of the delivery of such deed, unless **PURCHASER** has already taken possession pursuant to the provisions hereof.

The Purchase Price is payable at the time of the delivery of such deed.

Until title has been conveyed to the **PURCHASER**, loss or damage to the Premises by fire or other casualty shall be at the risk of the **SELLER** and the amount thereof shall be deducted from the Purchase Price. In the event this sale fails to close through no fault of **SELLER**, and **PURCHASER** does not proceed to condemnation, **PURCHASER** shall repair any damage caused by **PURCHASER'S** entry on the Premises.

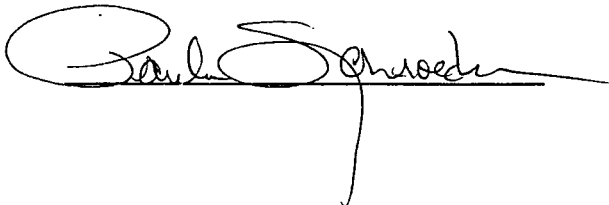
At or before closing, **SELLER** shall pay all taxes on the Premises, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed. Current rents are to be prorated as of the date of the delivery of the deed.

This contract shall not be binding upon either party until it is accepted by the **PURCHASER**, acting by and through its City Manager or other designated official. This contract contains the entire consideration for the sale and conveyance of the Premises; it being agreed and understood that there is no valid other written or parole agreement regarding the Premises between **SELLER** and the City, or any officer or employee of the City.

If examination of title or any other source discloses any defects in the title to the Premises which, in the opinion of the **PURCHASER**, cannot be cured in a reasonable time or which negatively impact the value of the Premises, then the **PURCHASER**, in lieu of completing the purchase of the Premises, may proceed to acquire the same by condemnation. The **SELLER** agrees, as an independent stipulation, to such condemnation upon payment of "just compensation". "Just compensation" shall be deemed and is the purchase price above stated, which price the **SELLER** hereby declares to be the fair market value of (his) interest in the Premises.

EXECUTED this the 2ND day of JUNE, A.D., 2004.

WITNESS:



BY: Liz Zan
For GARY MANAGEMENT SERVICES C/O LIEF ZARS

ACCEPTED:
CITY OF SAN ANTONIO

MAILING ADDRESS:
438 Sandau Rd.
San Antonio, Texas 78216-3621

BY: _____
STEVEN F. HODGES
Real Estate Manager

PARCEL ADDRESS:
0 East Rhapsody Drive
San Antonio, Texas