

**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: Boys and Girls Club of San Antonio Extension and Amendment License Agreement

DATE: June 30, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance will extend and amend the current license agreement with the Boys and Girls Club of San Antonio for use of Peter D. Reed Baseball Field, in Elmendorf Park, in City Council District 5, to add 2.967 acres of City property located at Apache Creek Park, also in City Council District 5 and to extend the term for five (5) years to end January 31, 2011.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Athletic organizations request to develop and utilize City property through long-term lease arrangements in order to provide practice and game fields for the league play. In exchange, the organizations provide venues for youth sports and maintain the specified park areas at their own expense.

The Calderon Boys and Girls Club (BGC) was built by the City on 4.349 acres of park property through a 1973 fifty (50) year lease agreement. Since February 1, 2001, BGC has operated a baseball program through a license agreement for use of Peter D. Reed Baseball Field located in Elmendorf Park. The current licensed area is 6.0 acres. The proposed amendment will add an additional 2.967 acres to the license agreement to provide fields to be utilized for Pop Warner football and soccer on parkland in adjacent Apache Creek Park.

In addition, BGC has requested an extension of the current license agreement term for Reed Field, which will expire on January 31, 2006. The extended term of the expanded area will be July 1, 2005 through January 31, 2011. The amendment also clarifies that BGC is responsible for maintenance of the fields and Club facilities during the term of the agreement.

POLICY ANALYSIS

This action follows the long standing City policy of providing access to public parks for athletic organizations as a means of providing recreation programs for youth in San Antonio.

FISCAL IMPACT

There will be no significant impact to the City's General Fund through this amendment.

COORDINATION

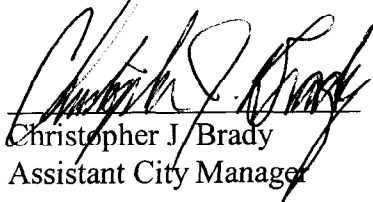
This action has been coordinated with the City Attorney's Office and the Asset Management Department.

SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure statement is attached from the Boys and Girls Club.



Malcolm Matthews
Director of Parks and Recreation


Christopher J. Brady
Assistant City Manager

J. Rolando Bono
Interim City Manager

Calderon Boy's and Girl's Club
Lease/License Areas

Peter D. Reed
Baseball Field

Elmendorf Lake

SW 19TH ST

MONTEREY ST

SW 18TH ST

BUENA VISTA ST

SAUNDERS

S PICOSO

S HAMILTON AVE

W DURANGO BLVD

Apache Creek
Park

SAN LUIS ST

SW 21ST ST

SAN FERNANDO ST

Calderon
Boy's and Girl's
Club Complex

Apache Creek
Park Field

City of San Antonio
Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

Caldron Branch Boyard Girls Club of San Antonio

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☒ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☒ No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

¹ 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. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made 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 Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):



No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.



Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

Signature:



Title: *EXECUTIVE DIRECTOR*

Date: *06/16/05*

Company or D/B/A:
*BOYS AND GIRLS CLUBS
OF SAN ANTONIO*

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.

AMENDMENT EXTENDING THE TERM AND ADDING ADDITIONAL ACREAGE TO LICENSE AGREEMENT

This Amendment Extending the Term and Adding Additional Acreage to the License Agreement is made and entered into by and between the **CITY OF SAN ANTONIO**, a Texas Municipal Corporation, acting herein through its City Manager pursuant to Ordinance No. _____ passed and approved on the ____ day of _____, 2005, ("CITY"), and **BOYS AND GIRLS CLUBS OF SAN ANTONIO**, a Texas Non-Profit Corporation, ("LICENSEE"), acting by and through its duly authorized officers, WITNESSETH.

WHEREAS, the CITY acting by and through its City Manager pursuant to Ordinance No. 93350, passed and approved by the City Council on February 1, 2001, entered into a License Agreement ("LICENSE AGREEMENT") for the Peter D. Reed Baseball field, located at 121 Shore Drive, NBC 1001, in City Council 5 in San Antonio, Texas 78207 with LICENSEE; and

WHEREAS, the initial five (5) year term will expire January 31, 2006 and the LICENSEE has requested a five (5) year extension; and

WHEREAS, LICENSEE has also requested the addition of Apache Creek Park, which consists of 2.967 Acres, at NCB 3401, further identified in Exhibit A to this Amendment, to provide the public access for Pop Warner Football and Youth Soccer sports activities as a means of providing youth athletic and recreational programs; and

WHEREAS, LICENSEE has satisfied the CITY that they are financially able to undertake the obligations and responsibilities under the LICENSE AGREEMENT, CITY desires to give its consent to LICENSEE'S continued interest and obligations in the LICENSE; NOW THEREFORE, the parties mutually agree as follows:

AGREEMENTS AND ACT

1. The term of the LICENSE AGREEMENT is hereby extended to January 31, 2011.
2. Apache Creek Field will be added to the LICENSE AGREEMENT effective July 1, 2005 and terminating on January 31, 2011.
3. The year-round maintenance of the complete complex to include both fields and the Club's facilities will be sole responsibility of the Boys and Girls Club
4. All other terms, covenants and condition of this license agreement remain in full force and effect.

WITNESS, the signature of the parties hereto in multiple originals, this the 16 day of JUNE, 2005.

TO BE EFFECTIVE AS OF 1 July 2005 ("Commencement Date")

CITY OF SAN ANTONIO,

A Texas Municipal Corporation

By: _____

J. Rolando Bono


Interim City Manager

ATTEST:

APPROVED AS TO FORM:

LESSEE/LICENSEE(s):

Mr. Jim Watson


Executive Dir., Boys and Girls Club

600 SW 19th Street

San Antonio, Texas 78207

Telephone No:

(210) 436-0686

Fax Telephone No:

(210) 436-0974

Email: bgcsa.com

