

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

TO: Mayor and City Council

FROM: Rebecca Waldman, Director, Department of Asset Management

SUBJECT: Sales Contract for approximately 17.2 acres at Southwest Business & Technology Park

DATE: September 1, 2005

SUMMARY AND RECOMMENDATIONS

This Ordinance authorizes the execution of a sales contract with the San Antonio Food Bank, Inc. (hereafter Buyer) for the sale of approximately 17.2 acres of City-owned property at the Southwest Business & Technology Park (former Van de Walle property) in Council District 6, for the purchase price of the greater of \$34,848.00 per acre or the appraised value, and authorizes payment of 1) 6% of the final sales price for the payment of real estate broker's fees, 2) an amount not to exceed \$5,511.00 for the purchase of a title insurance policy, and 3) an amount not to exceed \$500.00 for costs associated with closing.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION

In 1997, the City purchased 555.947 acres of property in Southwest San Antonio, known at that time as the Van de Walle Farm. In 1999, the Planning Commission and City Council approved the parcelization plan for the property that recommended the lease or sale of the property. The City has engaged Providence Commercial Real Estate Services to work as the City's real estate brokerage team. Working with the brokers, a comprehensive marketing plan, which included changing the property name to the "Southwest Business and Technology Park" (SWBTP) was developed and implemented. The real estate brokers have been actively pursuing numerous potential businesses to locate at the SWBTP, including manufacturing, distribution, technology and other businesses.

The Buyer began discussions with staff and the real estate brokers to acquire property as a location for a food distribution center. As such, the Buyer has negotiated with the City to purchase approximately 17.2 acres of property located at the southwest corner of Old Highway 90 West and State Highway 151 as shown on Exhibit A. The property is located in the Military Airport Overlay Zone (MAOZ) and will be subject to all applicable zoning and other associated regulations. Additionally, the property is located in a Reinvestment Zone, therefore, the City can

negotiate a land sale based on the property's fair market value (hereafter FMV), and does not require a public bid process. However, if the City's appraisal reveals a FMV that is higher than the proposed sales price, Buyer will have the option to proceed with the purchase of the property for FMV, or terminate the contract with a full refund of the earnest money. The deed will retain any and all existing utility easements.

Under the terms of the contract the Buyer has a 240-day period to conduct its due diligence during which the sales contract may be cancelled with a full refund of the earnest money deposit to Buyer.

The Planning Commission recommended the sale of this property at its regular meeting of August 10, 2005.

POLICY ANALYSIS

The sale of this property will facilitate the development plans of the Buyer as well as fulfill the vision for the development of the Southwest business and Technology Park. This action is consistent with prior City Council direction to sell/lease property in the SWBTP.

FISCAL IMPACT

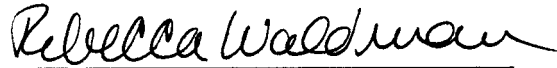
The purchase price of the approximately 17.2 acres will be the greater of \$34,848.00 per acre or the appraised value as determined by City's appraisal. Additionally, the City will pay 1) a brokerage fee equal to 6% of the final sales price to Providence Commercial Real Estate Services (a portion of which will be paid to Buyer's broker by Providence Commercial Real Estate Services), as provided in the City Council approved real estate brokerage agreement, 2) an amount not to exceed \$5,511.00 for the purchase of a title insurance policy to Alamo Title Company, 3) a 6% real estate fee to the General Fund, to recover expenses incurred by the General Fund for staff work related to the sale of this property, and 4) an amount not to exceed \$500.00 for costs associated with closing. The balance of the sales proceeds will be placed in a fund designated for use associated with the development of the Southwest Business and Technology Park.

COORDINATION

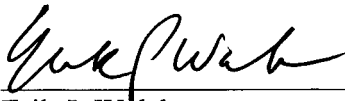
It has been determined that this property is not necessary for City purposes and is being declared surplus to our needs. The development of the parcelization plan included coordination with City departments, Southwestern Bell, City Public Service, and the San Antonio Water System.

SUPPLEMENTARY COMMENTS

The required Discretionary Contracts Disclosure Form is attached.

A handwritten signature in cursive script, reading "Rebecca Waldman", positioned above a horizontal line.

Rebecca Waldman, Director
Department of Asset Management

A handwritten signature in cursive script, reading "Erik J. Walsh", positioned above a horizontal line.

Erik J. Walsh
Assistant to the City Manager

SAN ANTONIO FOOD BANK SITE
SOUTHWEST BUSINESS AND TECHNOLOGY PARK

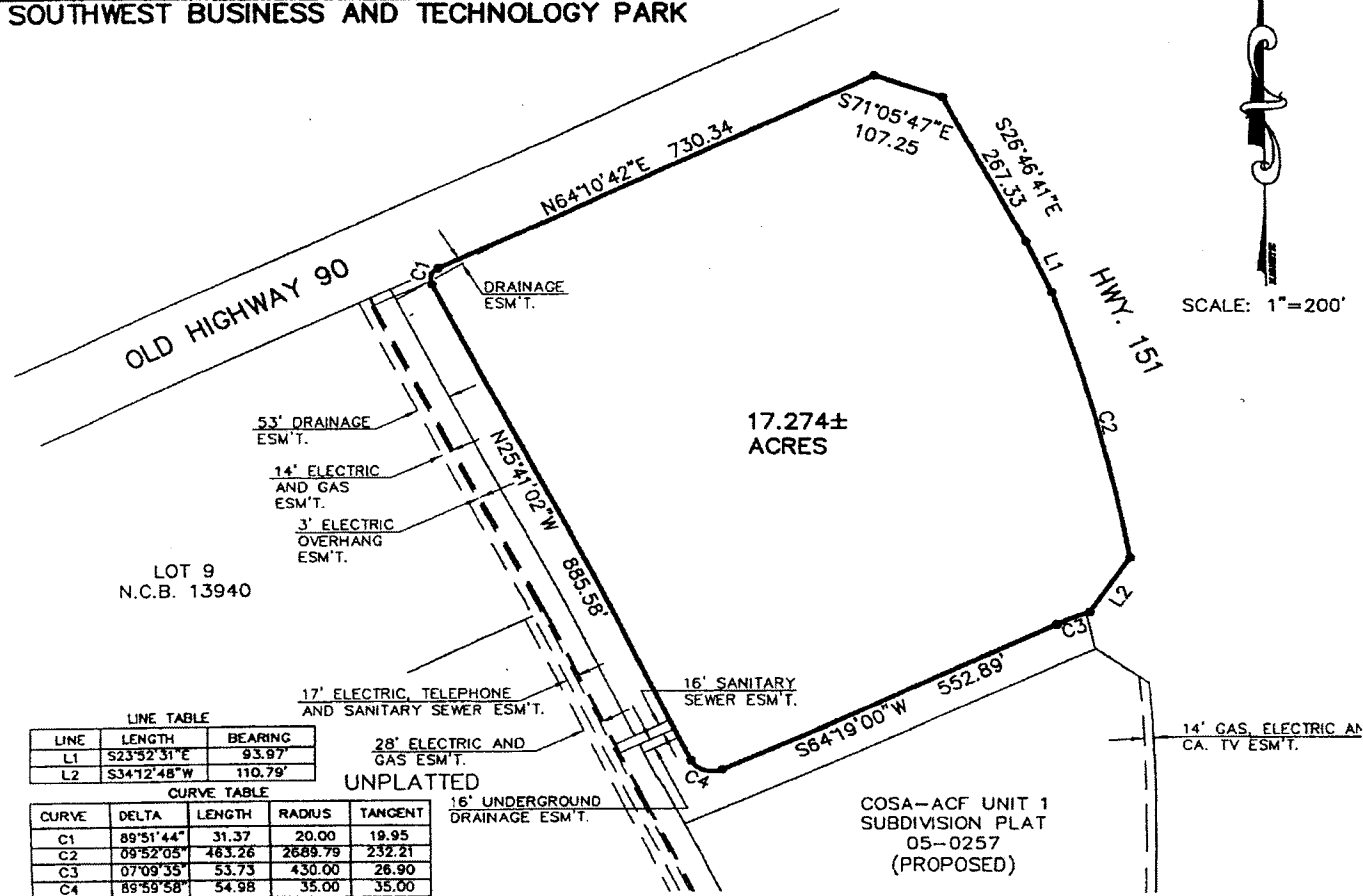


EXHIBIT "A"

EXHIBIT A

REAL PROPERTY PURCHASE AGREEMENT

(San Antonio Food Bank, Inc.)

Table of Contents	Page
1. Pertinent Information.	1
2. Property.	2
3. Purchase Price.	2
4. Deposit.	3
5. Free Look.	3
6. Independent Consideration.	4
7. As-Is Condition.	4
8. Possession and Closing.	4
9. Survey.	4
10. Brokerage Commission.	4
11. Title.	5
12. Allocation of Expenses.	6
13. Taxes and Special Assessments.	6
14. Closing.	6
15. Casualty Loss.	7
16. Sewer and Drainage Easement.	7
17. Default.	7
18. Time.	8
19. Notice to Buyer.	8
20. Dispute Resolution.	8
21. Miscellaneous.	9
22. Effective Date.	10
Exhibit A.	12
Exhibit B.	13

1. Pertinent Information.

This is a contract whereby the Seller agrees to sell to the Buyer, and the Buyer agrees to purchase the Property, as defined below. The following information is pertinent to this agreement:

Seller:

Name: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966

**Nature of
Entity:** A Texas municipal corporation

**Authorizing
Ordinance & Date:**

Buyer:

Name: San Antonio Food Bank, Inc.

Address: 4311 Director Drive, San Antonio Texas 78219-3203

**Nature of
Entity:** A Texas non-profit corporation

Purchase Price: As stated below

Deposit: \$25,000.00

Back-Out Date: The later of (1) 30 days after Buyer's receipt of the appraisal pursuant to Section 3 below, (2) 30 days after the Property has been identified pursuant to Section 2 below, or (3) 10 days after final plat approval. But the Back-Out Date will be 240 days after the Effective Date at the latest.

Closing Date: 15 days after the end of the Back-Out Date

Title Company: Presidio Title Company, 7373 Broadway, San Antonio Texas 78209 Attn: David McAllister (210) 757-9600

2. Property.

That certain parcel of land containing approximately 17.274 acres located near the intersection of Highway 151 and Old Highway 90, San Antonio, Bexar County, Texas, as depicted on Exhibit A attached hereto and incorporated herein. When Buyer obtains the survey required of it under this agreement, it must promptly deliver a copy thereof to Seller. At such time as Seller acknowledges to Buyer in writing that the survey correctly reflects the land to be conveyed hereunder, the diagram and metes and bounds from the survey report automatically become **Exhibit A** to this agreement, incorporated herein for all purposes as if it were fully set forth, whether or not physically attached. The property thereby described automatically becomes the property subject to this agreement ("Property").

3. Purchase Price.

The Purchase Price for the Property is the greater of (1) 80¢ per square foot as shown on the survey to be delivered hereunder or (2) appraised value. Seller will obtain an appraisal of the Property at its sole cost and expense. If the appraisal shows an appraised value greater than 80¢ per square foot, within 10 days after Buyer's receipt

of the appraisal from Seller, Buyer must deliver to Seller written notice either: (1) terminating this agreement or (2) accepting the appraised value, thereby agreeing to pay the higher Purchase Price. If Buyer timely and properly terminates, the parties will jointly direct the Escrow Agent to return the Earnest Money to Buyer, together with any interest accrued thereon. Upon the return of the Earnest Money, both Seller and Buyer are released from any and all obligations and liabilities under this agreement. Buyer's failure to timely terminate is acceptance of the appraised value and agreement to pay the resulting higher Purchase Price.

4. Deposit.

Immediately upon the execution hereof, Buyer shall deliver the Deposit to Title Company. The Deposit is a credit against the Purchase Price. When deposited with the Title Company, the Deposit must be in an interest bearing account, with the interest accruing to the account of Buyer.

5. Free Look.

5.01. Buyer shall have until the Back-Out Date to conduct its due diligence regarding the Property. During the interim between the Effective Date of this contract and the Back-Out Date, Buyer has the opportunity to assure itself both as to the title, character, condition, and suitability of the Property. On or before the Back-Out Date Buyer may cancel this contract by delivering notice to Seller that Buyer wishes to do so. The Deposit, if any, will then be returned to Buyer. If Buyer fails to deliver such notice timely, then Buyer waives any objection to the title, character, condition, or suitability of the Property. Buyer acknowledges that this Free Look period is adequate for Buyer to conduct all due diligence it will need regarding the transaction contemplated hereby.

5.02. During this period, Buyer must assure itself of the platting and zoning of the Property. All platting and zoning costs are allocated to Buyer. Seller will reasonably cooperate with Buyer's efforts to replat the Property, and Seller's Director of Asset Management will sign such documents as are reasonably necessary to move the replatting process along. But the new plat must not be filed before closing.

5.02. Buyer must not damage the Property in the course of its due diligence and, if damage occurs, Buyer will restore the Property to its prior condition.

5.03. Buyer must indemnify Seller and hold it harmless of and from any and all loss, cost, liability, or expense arising from or relating to Buyer's activities on the Property arising out of or related to this contract.

5.04. Buyer must deliver to Seller legible copies of any and all tests, studies, and reports on the Property prepared by or on behalf of Buyer.

6. Independent Consideration.

Buyer must pay Seller \$100 as independent consideration for this agreement. The independent consideration is not a credit against the Purchase Price and will not be refunded to Buyer under any circumstance.

7. As-Is Condition.

Seller expressly disclaims any representations about the title, condition, or suitability of the Property. The responsibility to determine those matters is allocated to Buyer. Seller will convey the Property **As-Is, Where-Is, Without Warranty.**

8. Possession and Closing.

The closing shall be on or before the Closing Date. Possession shall pass at closing. Buyer may extend the Closing Date for up to 15 days, before its expiration by delivering (i) written notice of its intent to do so to Seller and Title Company and (ii) depositing with Title Company an additional \$5,000 Deposit. The additional Deposit will be handled according to the same rules as the remainder of the Deposit.

9. Survey.

Buyer must deliver to Seller, at Buyer's expense, a survey of the land to be subject to this contract. The surveyor must have the credentials required by Texas law, and the survey must be a Category 1A Land Title Survey, as prescribed by the Professional Standards of Practice for Land Surveyors of the Texas Society of Professional Surveyors. Buyer will provide Seller a copy of the entire survey report. If the transaction closes, Seller will reimburse Buyer at closing for up to \$3,000 in surveyor fees.

10. Brokerage Commission.

In respect of the sale contemplated hereby, there is due a brokerage commission due to the broker representing Seller as follows:

Name of Broker: Providence Commercial Real Estate Services, Inc.

Amount: Set by separate agreement between Seller and Providence.

Seller must pay all fees due to its broker.

In respect of the sale contemplated hereby, there is due a brokerage commission due to the broker representing Buyer as follows:

Name of Broker: Cavender & Hill Properties, Inc.

Amount: Set by separate agreement between Seller's Broker and Cavender & Hill

Cavender and Hill will be paid out of the money Seller pays to Providence Commercial Real Estate Services, Inc.

Both parties represent to the other that no other commission is due.

11. Title.

11.01. Seller will cause to be delivered to Buyer a title commitment. Buyer must deliver to Seller in writing its objections to any policy exceptions set out in the commitment no later than 10 business days after its receipt of the commitment. Objections not timely delivered to Seller are waived. Seller may but need not cure objections. If Seller does not do so, Buyer's sole remedy is to terminate the contract as provided above under the heading "Free Look."

11.02. Seller shall pay for an Owner's Policy of Title Insurance (the "Title Policy"), which shall insure good and marketable title to the Property, subject only to any liens to be created hereunder and the following:

11.02.01. Existing building and zoning ordinances;

11.02.02. Easements and conditions of record affecting the Property, to the extent the same are valid and in force and effect;

11.02.03. All other conditions of record, to the extent the same are valid and in force and effect.;

11.02.04. All standard printed exceptions to title.

11.03. The Title Policy is to be delivered as and when the sale is closed. By delivery of the Title Policy under the terms of this contract, issued to Buyer in the amount of the purchase price, guaranteeing Buyer's title to be good and indefeasible, subject to

(i) the exceptions set forth in the Seller's deed;

(ii) any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or any overlapping of improvements, provided that Buyer may, at its expense, require the Title Company to amend this exception to read "shortage in area" only; and

- (iii) taxes for current and subsequent years;
- (iv) easements and conditions of record affecting the Property, if any;
- (v) all other conditions of record;
- (vi) all standard printed exceptions to title.

all duties of the Seller as to the sufficiency of title required hereunder shall be deemed to be fully performed by Seller.

12. Allocation of Expenses.

Seller's expenses shall be limited to (i) the cost of preparation of the Deed Without Warranty, (ii) one half of the fee of the person or company providing closing services, and (iii) such other expenses as are expressly allocated to Seller in this agreement. All other expenses and costs are hereby allocated to Buyer.

13. Taxes and Special Assessments.

Seller is tax-exempt, so no taxes are due for the period before closing. Buyer is responsible for all taxes and similar charges from and after closing. If this sale or Buyer's use of the Property after closing results in assessments of additional taxes for periods before closing ("roll back taxes"), the roll back taxes are the obligation of Buyer solely, and Seller has no liability whatsoever therefor.

14. Closing.

14.01. At Closing, Seller must deliver:

- a. Deed Without Warranty;
- b. A title policy conforming to the requirements of this agreement;
- c. Keys to the Property, if any; and
- d. The Easement Agreement attached as Exhibit B.

14.02. At closing Buyer must deliver:

- a. The Purchase Price, less the Deposit

b. All other items required of Buyer by Title Company.

14.03. The deed to Buyer will impose the following restrictive covenant:

No curb cut or driveway on the side of the Property along Old Highway 90 may be within 100 feet of the Property's westernmost corner on Old Highway 90. This restrictive covenant expires the earlier of (1) 30 years after the recording date of this deed or (2) after Grantor or someone claiming through Grantor puts in place on the Strip an Old Highway 90 curb cut approved by applicable regulatory authority.

15. Casualty Loss.

Buyer shall close on schedule even if there is a casualty loss prior to closing if, at closing, Seller tenders to Buyer the casualty insurance proceeds received in respect of such loss. If there is a casualty loss prior to closing and Seller elects in its sole discretion not to deliver the casualty loss to Buyer, then this contract shall be cancelled and the Deposit, if any, shall be returned to Buyer.

16. Sewer and Drainage Easement

Seller will execute and deliver at closing a sewer and drainage easement in favor of Buyer in the form attached hereto as **Exhibit B**, which is incorporated herein by reference for all purposes as if it were fully set forth. Exhibit B does not presently have a property description, because that will not exist until Buyer obtains the surveys required under this agreement. The easement will be a private sanitary sewer and drainage easement. If Seller does not first file a plat for the animal control facility, Buyer may include the easement as a part of Buyer's plat

17. Default.

17.01. If Buyer fails to comply herewith, Seller may (i) enforce specific performance; (ii) terminate this Contract and receive the earnest money as liquidated damages; or (iii) seek such other relief as may be provided by law.

17.02. If Seller is unable, without fault, to deliver title as herein provided, Buyer may terminate this Contract and receive a return of the Deposit as the Buyer's sole remedy. If Seller fails to comply herewith for any other reason, Buyer may (i) terminate this Contract and receive the Deposit, thereby releasing Seller from this Contract, (ii) enforce specific performance hereof, or (iii) seek such other relief as may be provided by law, provided that nothing in this contract waives any sovereign immunity to which Seller may be entitled.

17.03. If completion of sale is prevented by Buyer's default and Seller elects to enforce specific performance, the broker's fee is payable when Seller collects damages for such default by suit, compromise, settlement, or otherwise.

18. Time.

Time is of the essence of this Contract.

19. Notice to Buyer.

As required by law, broker advises Buyer that Buyer should have the abstract covering the Property examined by an attorney of your selection or be furnished with or obtain a Title Policy.

20. Dispute Resolution.

20.01. Burden to Initiate Dispute Resolution Procedures. It is the burden of the party desiring relief to initiate dispute resolution procedures in accordance with the terms hereof. Waiting for another party to initiate dispute resolution procedures does not constitute a waiver of the right to mediate.

20.02. Waiver of ADR by Participation in Litigation. A party's filing suit on a claim that should be arbitrated hereunder waives the rights of that party to demand mediation. One party's waiver, however, does not affect any other party's right. Participating in a suit as a defendant does not waive the defendant's right to enforce the alternative dispute resolution provisions of this agreement for so long as, within a reasonable time after appearing in the action, the defendant gives written notice to the plaintiff or its counsel of the defendant's intent to enforce such provisions.

20.03. Situs. All mediation proceedings must be conducted in San Antonio, Bexar County, Texas.

20.04. Mediation. As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action to seek emergency injunctive relief, the disputants must first submit in good faith to mediation. Limitations, laches, waiver, and estoppel based upon any reasonable delay relating to attempts to mediate as herein provided may not be asserted by either party hereto.

20.05. Selection of Mediator. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator pursuant to this paragraph. In the latter event, the only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the

contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without a trial.

20.06. Fees of ADR Neutrals. Mediator fees must be borne equally.

21. Miscellaneous.

21.01. Applicable Law. The Construction of this Agreement and the Rights, Remedies, and Obligations Arising Thereunder Shall Be Governed by the Laws of the State of Texas. But the conflicts of law rules of Texas shall not be used to cause the application of the laws of another jurisdiction.

21.02. Severability. If any portion hereof is determined to be invalid or unenforceable, such determination shall not affect the remainder hereof.

21.03. Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, representatives, successors, and permitted assigns of each party. This clause shall not authorize any assignment not otherwise authorized.

21.04. Integration. This Written Agreement Represents the Final Agreement Between the Parties and May Not Be Contradicted by Evidence of Prior, Contemporaneous, or Subsequent Oral Agreements of the Parties. There Are No Oral Agreements Between the Parties.

21.05. Modification. This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought.

21.06. Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. There shall be no third party beneficiaries hereof.

21.07. Notices. Any notice provided for or permitted hereunder shall be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning hereof. The giving of notice shall be complete three (3) days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to conform to the requirement that mailings be done by certified mail shall not defeat the effectiveness of notice actually received, but such notice shall be deemed given only upon such actual receipt. Address for notice may be changed by giving notice hereunder.

21.08. Captions. Paragraph captions in this Agreement are for ease of reference only and shall not affect the interpretation hereof.

21.09. Punitive Damages. All parties hereto waive any right to seek or

recover punitive damages in any arbitration, suit, or other proceeding arising out of or relating to this agreement.

21.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they shall constitute only one agreement. In making proof of this agreement, it shall not be necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties.

21.11. Further Assurances. The parties shall execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, shall alter the rights or obligations of the parties as contained in this agreement.

21.12. Seller covenants that all signage at the corners of SH 151 and Old Highway 90 and Acme Road and Old Highway 90, as originally constructed by Seller, will comply with all applicable local, state, and federal laws, rules, regulations, including but not limited to zoning and overlay district requirements, if any. This subparagraph survives the closing.

22. Effective Date.

The Effective Date is the later of (1) the effective date of the Authorizing Ordinance or (2) the date that Title Company signs a receipt for the fully executed Contract, as shown below.

IN WITNESS WHEREOF, the parties have caused their representatives to set their hands hereto to be effective as of the Effective Date.

Executed In Triplicate.

Seller:

City of San Antonio, a Texas
Municipal corporation

By: _____

Name: _____

Title: _____ City Manager

Date: _____

Buyer:

San Antonio Food Bank, Inc.

By:  _____

Name: Eric S. Cooper

Title: Executive Director

Date: July 1, 2005

Attest:

City Clerk

Approved as to Form:

City Attorney

Deposit Receipt:

By its signature below, Presidio Title Company acknowledges receipt of the Deposit and agrees to act as escrow agent for this transaction.

Presidio Title Company

By: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**SAN ANTONIO FOOD BANK SITE
SOUTHWEST BUSINESS AND TECHNOLOGY PARK**

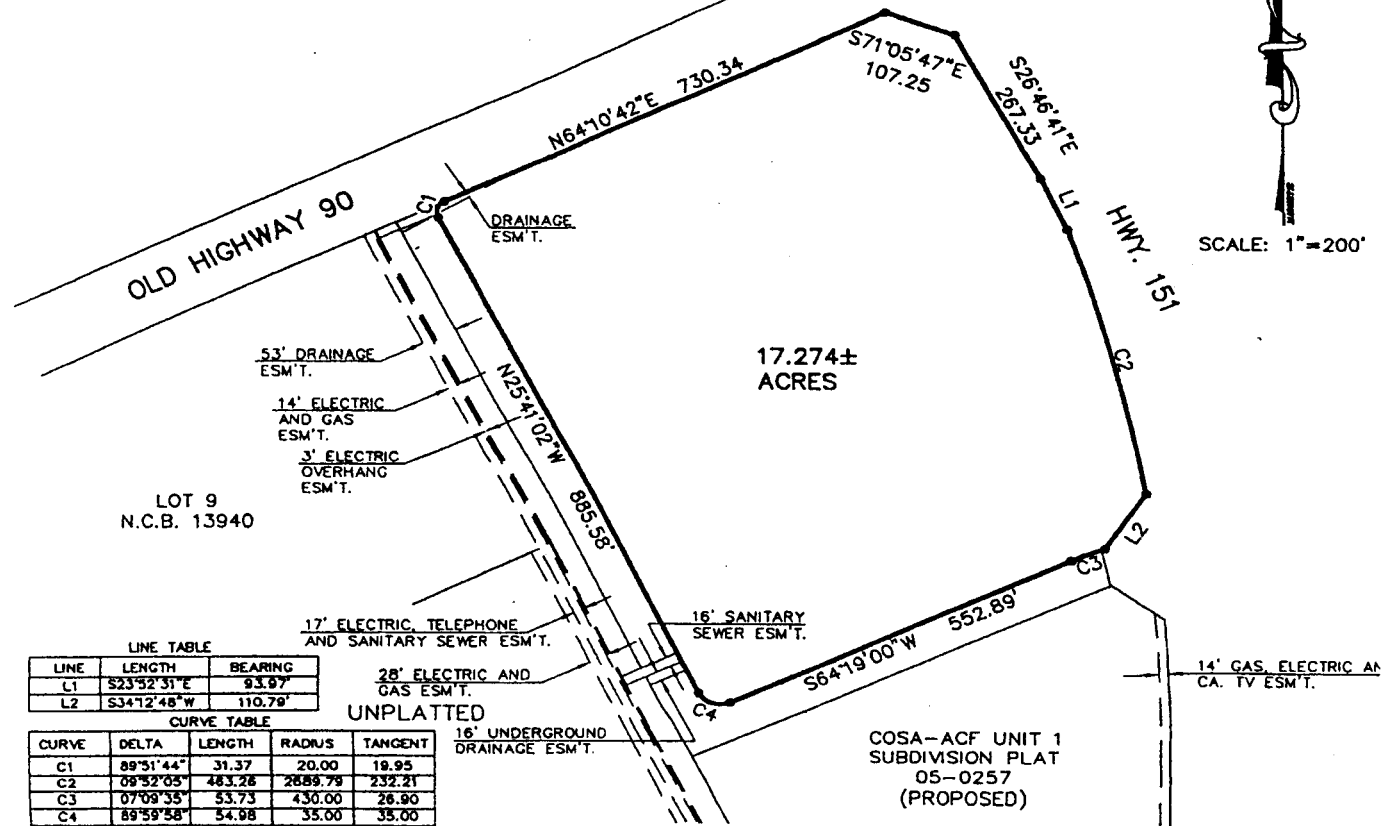


Exhibit B

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All of the Following Information from this Instrument Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas §
 § **Know All By These Presents:**
County of Bexar §

Private Sanitary Sewer and Drainage Easement

Grantor:	City of San Antonio
Grantor's Address:	P.O. Box 839966, San Antonio, Texas 78283-3966
Grantee	San Antonio Food Bank, Inc.
Grantee's Address:	4311 Director Drive, San Antonio Texas 78219-3203
Purpose of Easement:	Constructing, reconstructing, inspecting, patrolling, maintaining, and repairing sewer and storm drainage facilities; relocating such facilities within the servient estate; removing from the servient estate all trees and parts thereof, and other obstructions that may interfere with the exercise of the rights granted hereunder; together with the right of ingress and egress over the servient estate for the purpose of exercising all other rights hereby granted
Description of Servient Estate:	/?????/ acres, more or less, out of _____, an addition to the City of San Antonio, Bexar County, Texas according to plat thereof filed of record in Volume _____, Pages _____ of the Deed and Plat Records of Bexar County, Texas, said land being more particularly described on Exhibit A , which is incorporated herein by reference for all purposes as if it were fully set forth.

Grantor grants, dedicates, and conveys to Grantee, for and in consideration of the benefits accruing to Grantor, and to Grantor's other property, an easement over, across, under, and upon the Servient Estate, and Grantor expressly covenants and agrees for itself, its heirs, executors, successors and assigns, that no building or

obstruction will be placed on the servient estate herein granted.

To Have and To Hold the above described easement and rights unto Grantee, its successors and assigns, until its use is abandoned.

At any time that Grantee or those claiming through Grantee cease to use this easement for 12 consecutive months, Grantor has the right to terminate this easement by means of a written instrument recorded in the appropriate records of Bexar County, Texas. The instrument need be signed only by Grantor and assert that the easement was not used for 12 consecutive months. Grantor's right to terminate lapses after four years from a period of non-use, but each 12 consecutive months of non-use gives Grantor a new right to terminate, so that Grantee's successors need inquire into non-use only within the four years immediately preceding the successor's acquisition.

Grantor acknowledges that this easement may be transferred by Grantee to the San Antonio Water System (SAWS). Although SAWS is an agency of Grantor, Grantor specifically intends that this easement remain a separate estate and that it not merge into Grantor's fee ownership of the Servient Estate.

In Witness Whereof, Grantor has caused its representative to set its hand this ____ day of _____, 2005.

City of San Antonio,
a Texas municipal corporation

(Signature)

(Printed Name)

(Representative Capacity)

Attest:

City Clerk

Approved As To Form:

City Attorney

State of Texas §

County of Bexar §

This instrument was acknowledged before me this date by _____,
of the City of San Antonio, a Texas municipal corporation, in the capacity therein
stated and on behalf of that entity.

Date: _____

Notary Public, State of Texas

My Commission expires: _____

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:

San Antonio Food Bank, Inc.

(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

Company or D/B/A:

JAFFB, Inc.

Date:

8/16/05

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.