

PUBLIC HEARING  
TRANSLATION  
ITEM NO 3(B)

**CITY OF SAN ANTONIO  
ECONOMIC DEVELOPMENT DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Ramiro A. Cavazos, Director

**SUBJECT:** Ordinance authorizing an Interlocal Agreement with VIA Metropolitan Transit (VIA) in support of the Downtown Public Improvement District (PID)

**DATE:** September 8, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the City Manager to negotiate and execute a five-year Interlocal Agreement with VIA, to facilitate their participation in the Downtown PID, establishes their annual contribution and authorizes the City to collect that contribution on behalf of the PID.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

The Downtown PID was initially created 1999 and reauthorized in September 2004. The method of PID assessment is based on a percentage of the appraised value of real property, as determined by the current roll of the Bexar Appraisal District (BAD). Exempt jurisdictions may participate, and receive PID services through a contract with the municipality. VIA Metropolitan Transit contributed \$30,000 each year to the PID for services that include provision of bus route information by the Ambassador Amigos, and maintenance of VIA bus stops and shelters and along key transit streets by the Maintenance Amigos.

**POLICY ANALYSIS**

VIA has agreed to continue its participation in the PID for another five-year term beginning with FY 2005. The VIA Board approved a contribution of \$15,000 for FY 2005 and \$60,000 for each of the remaining four years of the PID's term. Centro San Antonio Management Corporation (Centro) is currently negotiating an additional contribution of \$25,000 for FY 05 through a separate agreement with VIA. The Interlocal Agreement (Attachment B1) formalizes VIA's continued participation in the PID and authorizes the City to collect VIA's contribution.

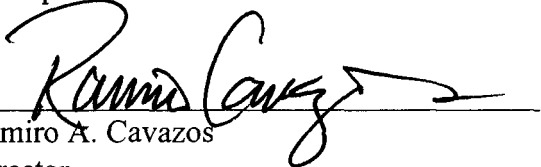
The Management Agreement between Centro, the operating entity of the PID, specifies that the City will collect the private assessment and reimburse the PID for its expenses. VIA's contribution is deposited in the same account as the private assessments and the City's contribution. Each month, Centro submits a detailed expense statement to the City and is reimbursed from this account.

### **FISCAL IMPACT**

Dollars received from VIA and other contributing agencies by the City for the Public Improvement District (PID) will be deposited in the "Special Public Improvement District Fund" and all payments to the PID will also be made out of this Fund.

### **COORDINATION**

This item has been coordinated with the City Attorney's Office, Finance and VIA Metropolitan Transit.

  
\_\_\_\_\_  
Ramiro A. Cavazos  
Director

  
\_\_\_\_\_  
Jelynn LeBlanc Burley  
Assistant City Manager

fr

**STATE OF TEXAS       §**  
**§       VIA - PUBLIC IMPROVEMENT DISTRICT**  
**COUNTY OF BEXAR   §**

**Preamble**

The City of San Antonio ("CITY") a Texas municipal corporation and VIA Metropolitan Transit ("VIA") a political subdivision of the State of Texas created and existing pursuant to Chapter 451 of the Texas Transportation Code, enter into an Interlocal Agreement for the purpose of coordinating efforts to increase public utilization of an area within VIA's Service Area known as the San Antonio Downtown Public Improvement District ("PID"), as outlined below. Each organization, as a duly constituted local governmental entity, has the legal authority to enter into this agreement pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code Section 791.001 et. seq.

**Section 1 - Purpose**

This Agreement sets forth the duties and obligations of the Parties pertaining to the continued operation and management of the PID as provided in the San Antonio Downtown Public Improvement District Service Assessment Plan (the "Plan"), attached as Exhibit "A" to this Agreement.

**Section 2 - Term**

The term of this Agreement shall commence on July 1, 2005, and shall terminate on September 30, 2009.

**Section 3 - Allocation of Obligations**

**A. VIA**

1. For the services provided to VIA by the CITY hereunder, VIA agrees to pay and the CITY agrees to accept the sum of sixty thousand dollars (\$60,000.00) per fiscal year. For the remaining calendar quarter in the current fiscal year that ends September 30, 2005, VIA agrees to pay and CITY agrees to accept the sum of fifteen thousand dollars (\$15,000.00) to be paid within thirty (30) days after this Agreement is executed by all Parties. Thereafter, amounts owed hereunder shall be payable in equal quarterly payments of fifteen thousand dollars (\$15,000.00), with said payments being due on or before the twentieth (20<sup>th</sup>) day of the first month of the calendar quarter for which the payment is being made. Payments may be by company check with said check being made payable to the "City of San Antonio PID Fund". Payments shall be mailed to the address provided by the CITY for this

purpose. City agrees to and shall provide said mailing address as soon as possible but not later than October 1, 2005. VIA agrees to and shall promptly pay the amounts agreed to under this contract. It is further agreed and understood by the Parties hereto that under no circumstances shall VIA be required to pay any penalty or interest under this contract.

2. By way of further consideration for this Agreement, VIA agrees that authorized and uniformed personnel while on duty for the PID may travel on VIA buses and trolleys toll free within the boundaries of the PID. Proper picture identification shall be required of all PID personnel to receive this benefit. This identification shall be displayed to the VIA operator at the time of boarding as well as at any time requested by the operator.

3. VIA agrees to provide, at the PID's expense, sufficient maps, brochures, and information to the CITY to allow it to properly fulfil its obligations under Section 3(B)(1)(a) of this Agreement. Any costs incurred during a quarter under this provision may be deducted by VIA from the next quarterly payment made under paragraph 1 above.

#### B. CITY

1. During the term of this Agreement, CITY agrees to and shall cause the following matters to occur:

a. CITY shall provide, at its sole cost and expense, training to all Public Service Representatives ("PSR") as that term is defined in the Plan. As part of these training services, CITY shall provide the training necessary to provide the PSRs working in the PID the capability of factually and accurately answering questions from, and providing accurate information to, persons within the PID regarding VIA bus and/or trolley routes that pass through and operate, in whole or in part, within the PID. The City further agrees to ensure that each PSR shall carry with them current and sufficient quantities of VIA trolley route map brochures to hand out to persons within the PID upon request and/or utilize in providing the information. Such map brochures shall be distributed by the PSR to persons requesting information on VIA bus and/or trolley routes. When asked, a PSR shall clearly state that they are not VIA employees. City agrees to and shall provide a quarterly report and supporting documentation in a form acceptable to VIA verifying the number of inquiries made and answered as set out in this paragraph. The minimum acceptable inquiries shall be 60,000 per year.

b. CITY shall properly maintain and keep clean at all times all VIA bus stops, shelters and facilities, including but not limited to power washing all bus stops, shelters, facilities and areas immediately adjacent thereto on a daily basis. This includes, but is not limited to the bus stop adjacent to the San Fernando Cathedral, inclusive of the entire length of the eastern façade four (4) feet up from the ground of the City Centre Building ("Building") located at 115 Main Plaza. Furthermore, CITY agrees to and shall clean and maintain on a daily basis any and all restrooms at or adjacent to any VIA owned or operated bus stop, shelter or facility.

c. CITY shall promptly remove all "tags" and other graffiti on VIA bus stops, shelters and facilities.

d. To the extent that a law enforcement presence is required in the PID, the CITY shall provide for all law enforcement needs at VIA bus stops, shelters and other interests within the PID. To the extent reasonable and relevant to VIA's interests, City agrees to and shall consult with VIA in making law enforcement decisions within the PID.

2. VIA understands and acknowledges that CITY has a contract with Centro San Antonio Management Corporation to oversee, manage and operate the PID. Should this subcontractor change during the term of this Agreement, City agrees to and shall notify VIA in writing of said change promptly, but not more than five (5) business days after the change has taken place.

#### **Section 4 – Default, Remedies and Early Termination**

Default occurs if a party fails to adhere to its respective obligations hereunder. Failure by either party to require compliance with any provision of this Agreement shall not be interpreted as a waiver thereof and shall not prevent future enforcement or requirement of compliance with such provision. In the event of default, the non-defaulting party shall give the defaulting party written notice of the condition of default. The defaulting party may cure such default within thirty (30) days from and after date of receipt of notice of default. In the event of continued failure to cure or continued absence of efforts to cure such default, the non-defaulting party may thereafter notify the defaulting party of its intent to terminate this Agreement and pursue any and all available remedies at law or in equity.

**Section 5 - Certificate of Current Revenues**

In compliance with Section 791.011, Tex. Govt. Code, the parties agree that payments for the performance of this Agreement are from current revenues available to each respective party and that the consideration agreed to fairly compensates the party performing the services or functions delineated under this Agreement.

**Section 6 - Applicable Law/Venue**

Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas. This Agreement is made and is to be performed in Bexar County, Texas, and is governed by and will be interpreted according to the laws of the State of Texas.

**Section 7 - Independent Contractor**

Both parties hereto, in the performance of this Agreement, will be acting in an independent capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever, including workers' compensation liability.

**Section 8 - Assignment**

Except as otherwise provided herein, this Agreement may not be assigned by either party. Any attempt to assign any performance of the terms of this Agreement without the prior written consent of the other party shall be void *ab initio* and shall constitute a material breach of this Agreement upon which the non-assigning party may cancel, terminate, or suspend this Agreement.

**Section 9 - Legal Compliance**

If any provision of this Agreement, or the application thereof to any person or circumstance is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by the applicable law.

**Section 10 - Incorporation of Documents**

VIA and City agree that this Agreement is to be construed together with the Plan attached hereto as Exhibit "A", and, subject to the requirements of Section 11, below, any modifications or revisions to such Plan.

### **Section 11 – Changes to Plan**

VIA and City understand and agree that City Council may, from time-to-time, amend, revise or modify the Plan attached hereto as Exhibit "A". In such event, City agrees to and shall promptly notify VIA of such change(s). Should VIA find, in its own discretion, that any amendment, revision or modification is not in VIA's best interest, VIA may terminate this Agreement by providing written notice, said notice to be effective at 11:59 p.m. on the day prior to the date the change(s) are to become effective. .

### **Section 12 – Notices**

All notices to any party by the others required under this Agreement shall be addressed to such party at the following respective address:

#### **VIA:**

VIA METROPOLITAN TRANSIT  
800 W. Myrtle  
P.O. Box 12489  
San Antonio, Texas 78212  
Attention: John M. Milam, President/CEO

#### **CITY:**

CITY OF SAN ANTONIO  
Melissa Byrne Vossmer  
Assistant City Manager  
P.O. Box 839966  
San Antonio, TX 78283-3966

Notice of change of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

### **Section 13 - Amendments**

Any amendment to this Agreement is subject to the written approval by all parties to this Agreement.

### **Section 14 – Indemnification**

VIA and City acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 *et. seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

### **Section 15 - Authority**

The undersigned signatory for VIA and City each represents that he/she is empowered and authorized to sign this Agreement on behalf of their respective

Party in accordance with the terms and conditions stated herein. The City Council of the City of San Antonio, by Ordinance Number \_\_\_\_\_ dated \_\_\_\_\_, authorized the City Manager or a designated representative to negotiate and execute this Agreement.

Signed this the \_\_\_\_ day of \_\_\_\_\_, 2005.

**VIA METROPOLITAN TRANSIT**

**CITY OF SAN ANTONIO**

  
\_\_\_\_\_  
JOHN M. MILAM  
President/CEO

\_\_\_\_\_  
J. ROLANDO BONO  
City Manager

APPROVED AS TO FORM:

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

**ATTACHMENTS:**

Exhibit "A" San Antonio Downtown Public Improvement District Service  
Assessment Plan



Exhibit "A"  
San Antonio Downtown Public Improvement District Service  
Assessment Plan

**SAN ANTONIO DOWNTOWN PUBLIC IMPROVEMENT DISTRICT  
SERVICE AND ASSESSMENT PLAN  
FOR FISCAL YEARS 2005-2009**

**I. INTRODUCTION**

This service and Assessment Plan (the "Plan") is prepared in conformance with Public Improvement District Assessment Act, Texas Local Government Code, Ann. Sec. 372.001, et seq., as amended (the "Act"). The Year One Plan is for five years commencing October 1, 2004, and will continue to be updated annually as provided in the above referenced legislation.

**II. BOUNDARIES**

The boundaries of the San Antonio Downtown Public Improvement District (the "District") are as indicated on the map included as Exhibit A.

**III. IMPROVEMENTS AND/OR SUPPLEMENTAL SERVICES PLAN**

The objective of the Plan is to enhance the experience of pedestrian as well as vehicular traffic in the Downtown area by supplementing existing City services to assure a cleaner, safer and friendlier environment. The Plan anticipates that the City will continue to provide at least its current level of services to the District. The District may contract for some service while hiring its own employees for others.

The District is managed by the Centro San Antonio Management Corporation, a non-profit Texas corporation (the "Corporation"), pursuant to a Contract for Improvements and/or Services in the San Antonio Public Improvement District in the Downtown Area (the "Management Agreement"). The 15-member Board of Directors (the "Board") will meet at least quarterly to assure performance of its duties and will be directed in the conduct of its affairs by Roberts Rules of Order as well as its Articles of Incorporation and by-laws. The Board is constituted by its formal action taken at the organizational meeting held on June 29, 1999. Any vacancy which may occur on the Board will be filled by the Board with individuals with comparable demographic characteristics as the person who vacated the Board. The President of the Downtown Alliance/San Antonio will serve on the Board as an ex-officio, non-voting member. The regularly scheduled Board meetings will be held in San Antonio at the Downtown Alliance Office, 105 S. St. Marys, Suite 1214. The Board meetings for FY 2005 will be held on or about November 17<sup>th</sup>, 2004; February 23<sup>rd</sup>, 2005; May 25<sup>th</sup>, 2005, and August 24<sup>th</sup>, 2005.

The improvements and/or services in the Plan include reimbursement of costs for the management of the District, supplemental maintenance and landscaping/streetscaping services, marketing and promotion of the District, public service representatives and other such improvements and programs as may be described in the annual plan below.

## **YEAR ONE PLAN (October 1, 2004 – September 30, 2005)**

### **PROGRAMS:**

#### **Management/Administration & District Operations**

The Corporation has budgeted \$197,800 for Management/Administration, and \$130,000 for District Operations, and will provide the following administrative and management services for operations of the District:

- Provide the staff for administration and management of the District as necessary to supervise the daily services provided by the District;

The Corporation has hired an Operations Manager who will supervise the daily services provided by the District. The Manager will assist in administering contracts by sub-contractors and oversee other employees of the Corporation as applicable.

The Corporation has entered into an agreement with the Downtown Alliance / San Antonio to provide additional staff and support services such as clerical, bookkeeping and management oversight.

- Provide management, financial and program monitoring systems for operation of the District as required by the Management Agreement;
- Provide reports to the City concerning operations of the District as required by the Management Agreement;
- Recruit, hire, pay and supervise the work force which the Corporation will utilize to furnish services in the District;
- Provide office space and an operations center for the District's administrative and management personnel and for the Corporation's and/or it's subcontractor's employees and equipment, as necessary;

The Corporation will occupy office space and share office services with the Downtown Alliance / San Antonio located at 105 S. St. Mary's, Ste. 1214 in San Antonio, Texas. The Corporation has budgeted for the possibility of moving expenses associated with the Downtown Alliance having to relocate from it's current office location during this fiscal year. The Corporation also occupies approximately 1200 sq.ft. of street-level space for use as an Operations Center located at 219 E. Travis St. in San Antonio, Texas specifically for daily services described under "Maintenance and Landscaping/Streetscaping" and "Public Service Representatives". The Operations Center includes space for equipment and uniforms, a briefing center/workroom, a shared kitchen/breakroom, equipment storage area, lockers and access to restrooms and dressing rooms.

The Corporation owns a small, light-duty, pick-up truck for use by the District's contractors. The truck enables the contractors to better monitor the provision of the District services and facilitate trash and equipment pick-up and removal.

- Coordinate with the City's designated representative concerning the needs for levels of service such as maintenance, horticultural services, infrastructure improvements, levels of police patrols, park police and other such municipal services necessary to be performed within the District;
- Participate in private or public meetings concerning operation and activities related to the District;
- Enter into and supervise contracts with subcontractors to provide landscaping, sidewalk cleaning, public service representatives or other services which the District elects to provide through subcontract;

The Corporation issued Requests for Proposals for contract services for "Maintenance", "Landscaping/Streetscaping", "Public Service Representatives", and "Marketing/Public Relations" and originally entered into agreements with those contractors on 12/7/99. The Corporation re-issued Requests for Proposals for FY2005 for the above-listed contract services. The Corporation will review the proposals and enter into new contracts with contractors for the specific services.

As required and pursuant to the Management Agreement, the Corporation will obtain proposals for the various services to be provided under this plan. To the extent that such proposals will not allow the Corporation and District to provide all of the services outlined in this Plan for any of the programs outlined below, the Corporation, working in conjunction with the City's designated representative as provided in the Management Agreement, shall reduce the scope of services to fall within the budget for such program.

- Assist the City by providing information about District improvements and/or supplemental services related to potential downtown development proposals and projects;
- Function as the Information Center for all matters relating to the operation of the District and advise the City in a timely manner of any problems with City-owned equipment or facilities in the District;
- Provide a recommended and updated *Service and Assessment Plan* to the City Manager's Office annually.

## Maintenance

The Corporation has budgeted \$500,000 for the maintenance program. To the extent the Corporation can obtain subcontracts to perform the services within such budget, the following maintenance services will be provided in the District (see Exhibit B for estimated service zones):

The Corporation will subcontract sidewalk maintenance and washing services and graffiti abatement during FY2005. The Corporation will receive bids from three firms, if available, and a selection of a contractor will be made on or about 8/25/04. The contract will be executed on or about 9/17/04 and maintenance services are expected to begin on October 1, 2004.

The Corporation will retain supervisory authority over subcontracted personnel, and an operations/services manager will oversee contract administration to assure that services are performed in accordance with subcontracts, the Management Agreement and all applicable laws.

- All maintenance personnel and equipment will be distinctly identified (uniformed) as working for the District;

The Corporation will specify and require uniforms consisting of shorts, short-sleeve shirts and hats for summer months, and long pants, jackets and rain-suits or ponchos for cooler months and wet weather. The contractors or employees providing maintenance services will be required to wear uniforms while on duty. All equipment such as rolling trash bins, bicycles or other vehicles that the Corporation or the contractor may provide will be identified with the District logo.

- Utilizing "white-wing" crews circulating throughout the District, sidewalks within the District will be inspected and swept to remove litter;

Sidewalk maintenance personnel equipped with brooms, dustpans, rolling trash bins, and two-way communication devices will perform a variety of maintenance activities throughout the District. It is anticipated that the "white-wing" crews will:

- Inspect sidewalks within the District's public right-of-ways (including parks) for needed maintenance and report to the Operations Center;
- Request needed maintenance requiring City crews to the District Operations Manager, who will in turn contact and report the request to the appropriate City designated representative;
- Sweep sidewalks within the District's public right-of-ways, removing litter and placing in appropriate trash receptacles;
- Inspect sidewalks within the District public right-of-ways and remove weeds from sidewalk cracks when weather or special events interrupt standard work schedules. This service may also be accomplished utilizing volunteer service labor or adult probation labor services.
- Report needed maintenance requiring "other" District crews to the Operations Center.

The proposed budget is intended to provide sidewalk maintenance personnel, consisting of work crews in the respective sub-areas shown in Exhibit B. The crews will perform sidewalk maintenance services on sidewalks throughout the District from 8:00 a.m. to 9:00 p.m. on weekdays (various shifts), and from 8:00 a.m. to 5:00 p.m. on Saturday and Sunday's (excluding special events or holidays when expanded or reduced hours may apply). The budget includes a supervisor, a crew leader, and a project manager at 40 hours each for a total of 120 hours during each week.

- Utilizing power washing equipment, 2-member crews will circulate throughout the District, inspecting and washing sidewalks to supplement the City sidewalk washing schedule;

The proposed budget is intended to provide a uniformed 2-member crew which will provide sidewalk washing services an average of 30 hours per week in selected areas in public right-of-ways throughout the District. The locations and frequency of service shall depend on weather, season of the year and the need for such services. All areas within the District will be periodically inspected for sidewalk washing and scheduling. Power washing equipment will not block vehicular traffic operations or impede pedestrian traffic at any time during peak weekday traffic hours.

- Inspect for and remove graffiti from public areas in the District (including street furniture, benches, drinking fountains, fountains, public art, street planters, trash receptacles, and other public streetscape improvements, pedestrian lighting, District and traffic signage, equipment and signal cabinets, kiosks, and other related improvements in public areas) and coordinate with the City's graffiti removal program. The District will attempt to remove graffiti within a 24-hour period from the time of discovery. Graffiti includes paint, handbills and stickers, but does not include scratched or etched surfaces;

The "white-wing" crews described above will provide limited graffiti abatement of small tags, stickers, handbills and posters from painted and metal surfaces on an on-going basis as they perform litter pick-up. For graffiti abatement of a larger scale or area that is not regularly being addressed by the "white wing" crews, the District will report the graffiti and coordinate with the designated City representative to determine how and by what means the graffiti can be abated.

- The Corporation does not intend to empty existing trash receptacles in the public right-of-ways unless an overflow situation exists. In this instance, the trash receptacle is emptied, re-bagged and the full bag is placed next to the receptacle for pick-up by City crews.
- The Corporation does not intend to provide special event maintenance services unless by contract which is not addressed in this Plan. Normal schedules and services will be adjusted to accommodate special events that occur within the District.

### **Landscaping / Streetscaping**

The Corporation has budgeted \$120,000 for the landscaping/streetscaping program. To the extent the Corporation can obtain subcontracts to perform the services and purchase items within such budget, the following landscaping/streetscaping services will be provided in the District (see Exhibit C for estimated areas covered):

The Corporation will subcontract landscaping/streetscaping services during FY2005. The Corporation will receive, bids from three firms, if available, and a selection will be made on or about 8/25/04. The contract will be executed on or about 9/17/04 and landscaping/streetscaping services are expected to begin on October 1, 2004.

The Corporation will retain supervisory authority over subcontracted personnel, and an operations/services manager will oversee contract administration to assure that services are performed in accordance with subcontracts, the Management Agreement and all applicable laws.

- All landscaping/streetscaping personnel and equipment will be distinctly identified (uniformed) as working for the District;

The Corporation will specify and require uniforms consisting of shorts, short-sleeve shirts and hats for summer months, and long pants, jackets, rain-suits or ponchos for cooler months and wet weather. The contractors or employees providing landscaping services will be required to wear uniforms while on duty. All equipment or other vehicles that the Corporation or the contractor may provide will be identified with the District logo.

- Install and maintain approved supplemental landscaping and planters in the District as follows;
  - This Plan assumes that all supplemental landscaping and planters installed in the District will be done with the approval of the City's Historic Design and Review Commission.
  - All landscape/streetscape improvements installed in the first five-year term (FY2000-FY2004) of the District shall continue to be maintained as defined below. Care will be taken to avoid impeding vehicular and pedestrian traffic when maintaining these improvements, and days and hours of maintenance service will be restricted as described for additional improvements listed below. The planters are located on light poles, stair rails and in large pot clusters throughout the District boundary. The service will include installation, planting and annual maintenance (watering, fertilizing, pruning, wound treating and disease control). The light-pole planters and stair rail planters will be replanted twice during the year. The small plants in the sidewalk clusters will also be replanted twice during the year. All dead plants, or plants that have been stolen, will be replaced on an as required basis. A three or four-person crew will circulate throughout the District and additional contract areas to maintain these improvements on a daily basis or as required.
  - The Corporation does not propose to install any additional railing planters on stair rails between street and river levels, or light-pole planters on light poles in the District in FY2005.
  - The Corporation does not propose to install more clusters of sidewalk planters in the District in FY2005.
  - The Corporation may maintain several clusters of sidewalk planters on Alamo Plaza if they are purchased, planted and placed on Alamo Plaza by private interests, if sufficient budget funds are available and with the approval of the City.
  - The Corporation may also install supplemental plant materials in planters and planting beds in other City parks and along the River Walk, or in the public right-of-way, if sufficient budget funds are available and with the approval of the City.
- The Corporation will advise the City's designated representative in a timely manner of the need for capital improvements, replacements, repairs and/or relocations of City landscaping/streetscape improvements or other City property in the District.

## **Public Services Representatives**

The Corporation has budgeted \$400,000 for a public service representative program. To the extent the Corporation is able to provide the services within such budget, the following public service representative services will be provided (see Exhibit D for estimated coverage areas, times and personnel), either directly or through a subcontractor:

The Corporation will subcontract public service representative services during FY2005. The Corporation will receive bids from three firms, if available, and a selection will be made on or about 8/25/04. The contract will be executed on or about 9/17/04 and maintenance services are expected to begin on October 1, 2004.

The Corporation will retain supervisory authority over subcontracted personnel, and an operations/services manager will oversee contract administration to assure that services are performed in accordance with subcontracts, the Management Agreement and all applicable laws.

- All Public Service Representatives (PSR's) will be distinctly identified (uniformed) as working for the District;

The Corporation will specify and require uniforms consisting of shorts, short-sleeve shirts and hats for summer months, and long pants, jackets, rain-suits or ponchos for cooler months and wet weather. The contractors or employees providing the PSR services will be required to wear uniforms while on duty. Any equipment, bicycles or other vehicles that the Corporation or the contractor may provide related to this service will be identified with the District logo.

- The PSR's will be trained to provide information, to provide directions, to attempt to render assistance, and to observe and report undesirable conditions;

The Corporation and/or the contractor for this service will maintain and conduct a specially developed training program for the PSR's which is anticipated to consist of both classroom and in-field training covering such subjects as personal conduct, CPR and First Aid certification, public relations, downtown directions and attractions, effective communications, use of equipment, etc. It is anticipated that various City departments will continue to cooperate and assist in the training of the public service representatives (SAPD Foot & Bicycle Patrol, SAPAR Park Rangers, SAFD, EMS, COSA City Attorneys office, etc.).

- The PSR's will be equipped with two-way communication capability;

The Corporation will purchase and/or lease two-way radios for all PSR's to carry and utilize while on duty in the District. PSR's will be in contact with the District operations center and will be able to contact other District and City service providers via the operations center.

- The PSR's will not be, or function as, deputized law enforcement officers, but will work in close coordination with public and private law enforcement individuals and agencies within and surrounding the District;



- The PSR's will circulate throughout the District in assigned sub-areas daily as shown in Exhibit D. The schedule in the sub-areas will fluctuate to meet daily, seasonal or special event needs and conditions;

The proposed budget is intended to provide PSR's in each of the respective sub-areas shown in Exhibit D, from 9:00 a.m. until 9:00 p.m., every day, Monday thru Sunday. There will also be PSR's on duty, in addition to those described above, during all shifts and days of the week that will be strategically positioned at key high-pedestrian traffic intersections in the District. Actual personnel and assignment to sub-areas may vary depending on time-of-day, weather, season, special events, holidays or public activity. In addition, one supervisor of the PSR's and one person assigned to staff the Operations Center will be on duty at all times.

- The Corporation will, as a part of the PSR program, discuss with the City's designated representative, the need for and concerning the levels of police foot and bicycle patrols, police cruisers, park police and the overall law enforcement presence in the District.

### **Marketing and Promotions**

The Corporation has budgeted \$50,000 for a marketing and promotion program. To the extent the Corporation is able to provide the services within such budget, the following marketing and promotion services will be provided for the District, either directly or through a subcontractor:

- Maintain a public relations/public service plan and campaign describing the services and activities of the District to reach downtown workers, residents, visitors, surrounding neighborhoods and the greater San Antonio metropolitan area. It is anticipated that the Corporation will publish a newsletter, either printed or electronically, on a regular basis throughout the year, to describe the services and activities in the District;
- Seek a wide variety of positive media exposure for and the area surrounding the District;
- Organize, publish and distribute a calendar of events in and surrounding the District;
- Cooperate and communicate with businesses, organizations and governmental entities in and surrounding the District, and serve as a communication resource for information about the District.
- Continue to coordinate the REDISCOVER DOWNTOWN SA Marketing and Education program that the district initiated in FY2002. The plan for FY2005 proposes that the Corporation continue to coordinate the promotion of the program, communicating with the program members and participating businesses.

**Other**

The Corporation will reimburse the Downtown Alliance for the expenses (\$12,000) associated with the creation and re-authorization of the District in Year Five of the initial five-year term of the District. Expenses include legal cost specifically associated with the creation and re-authorization of the District, contract services, and general and administrative costs incurred by the Downtown Alliance/San Antonio associated with the creation and re-authorization of the District (see Exhibit E for detail of expenses).

The Corporation may at some time during Year One provide additional services and/or programs within the District as desired and directed by the Board of Directors and agreed to and approved by the City.

**YEAR ONE PROJECTED BUDGET**

<b>BEGINNING BALANCE</b>	<b>529,000</b>
Assessments (Private)*	1,124,059
Assessments (City and CPS)	93,668
Contracts & Other Revenue (VIA, GSA & County)	67,500
Interest on Deposits	4,000
Delinquent Payments, Penalties & Interest	30,000
<b>TOTAL REVENUE</b>	<b>1,319,227</b>
<b>AMOUNT AVAILABLE</b>	<b>1,848,227</b>
<b>EXPENDITURES</b>	
District Re-Authorization (DTA)	12,000
Management/Administration (DTA)	
Wages, Benefits, Taxes & G&A Expenses	
Management Subtotal	198,000
District Operations (Centro SA)	
Op Manager - Wages, Benefits	
Op Center - Rent, Equip., Supplies	
District Operations Subtotal	130,000
Maintenance	
Contractor Expense	
District Expense	
Maintenance Subtotal	500,000
Landscaping/Streetscaping	
Contractor Expense	
District Expense	
Landscaping/Streetscaping Subtotal	120,000
Public Service Representatives	
Contractor Expense	
District Expense	
PSR Subtotal	400,000
Marketing & Promotions	
Contractor & District Expense	
Marketing & Promotions Subtotal	50,000
Project Development, Capital Replacement & Unallocated Contingency	
Subtotal	100,000
<b>TOTAL EXPENSES</b>	<b>1,510,000</b>
<b>ENDING BALANCE</b>	<b>338,227</b>

\* Assumed 98% collection of private assessments

**PLAN FOR YEARS TWO THROUGH FIVE (Oct. 1, 2005 – Sept. 30, 2009)****PROGRAMS:****A. Management / Administration**

The Corporation will provide the following administrative and management services for operations:

- Provide the staff, administrative services, office space, and work force necessary to furnish services in the District;
- Provide management, supervision, and financial and program monitoring systems for operation of the District as required by the Management Agreement;
- Coordinate with and provide regular reports to the City's designated representative on operations, services provided, activities and conditions within the District as required by the Management Agreement;
- Enter into and supervise contracts with subcontractors;
- Serve as an information resource for businesses, services, activities and physical improvements within the District;
- Provide a recommended and updated *Service and Assessment Plan* to the City Manager's Office annually.

**B. Maintenance and Landscaping / Streetscaping****Maintenance**

To the extent addressed in the approved Plan and budget, the Corporation shall provide the following maintenance services, either directly or through a subcontractor:

- All maintenance personnel and equipment will be distinctly identified (uniformed) as working for the District;
- Provide sidewalk sweeping, litter removal and sidewalk washing to maintain an attractive pedestrian environment within the District, coordinated with and supplementing the City's maintenance services;
- Inspect for and remove graffiti from public areas in the District (including street furniture, benches, drinking fountains, fountains, public art, street planters and other public streetscape improvements, trash receptacles, pedestrian lighting, District signage, kiosks, and other related improvements in public areas) as provided in the Plan and coordinated with the City's graffiti removal schedules.

### **Landscaping / Streetscaping**

To the extent addressed in the approved Plan and budget, the Corporation shall provide the following landscaping/streetscaping services, either directly or through a subcontractor:

- All landscaping/streetscaping personnel and equipment will be distinctly identified (uniformed) as working for the District;
- Care for and maintain all landscaping (including planters) funded, added, and/or installed by the District, its agents, servants, employees or subcontractors within the District boundary including watering, fertilizing, pruning, plant replacement, and treatment of wounds, disease control, and insect control;
- Expand program to install approved supplemental landscaping and planters in the District to the extent budgeted and able to be adequately maintained.

### **Public Service Representatives**

To the extent addressed in the approved Plan and budget, the Corporation shall provide the following public service representative program, either directly or through a subcontractor:

- All Public Service Representatives (PSR's) will be distinctly identified (uniformed) as working for the District;
- PSR's will be trained and knowledgeable about businesses and services located in and surrounding the District, equipped with communication devices and circulating throughout the District;
- The PSR's shall work in close coordination with various public and private law enforcement individuals and agencies within the District, but they will not be or function as deputized law enforcement officers.
- The District will, as a part of the PSR program, consult with the City's designated representative concerning the needs for levels of police foot patrols, police bike patrols, mounted police patrols, police cruisers, park rangers, and the overall law enforcement presence in the District.

### **Marketing and Promotions**

To the extent addressed in the approved Plan and budget, the Corporation shall provide a marketing and promotions program which shall include the following services:

- Maintain a public relations/public service plan and campaign to describe the District; the services being provided; and activities, attractions, and events occurring within and surrounding the District;
- Seek a wide variety of positive media exposure for the District and surrounding areas;
- Serve as a communication resource for information about the District.

### **E. Other Services and/or Improvements**

The Year Two through Year Five Projected Budget that follows this section projects annual revenue increases of two percent per year in Private Assessments. Expenses for Management/Administration/Operations and for Contractual Services (Maintenance, Landscaping/Streetscaping, Public Service Representatives and Marketing) is projected to increase

by two percent in Year Two through Year Five. The projections for Years Two, Three, Four and Five are hypothetical. A new budget will be established each year that will be based on the assessment rate, assessed valuation, assessment collections and services to be delivered. The remaining fund balance from each year will be carried forward for use as the beginning balance in the following year.

In the event that the District is not re-authorized to be continued after Year Five, property of the Corporation and District will be sold and funds from the sale of property added to any remaining fund balance from Year Five. The remaining fund balance will first be used to pay for expenses necessary to dissolve the District, and any remaining funds will be used as mutually agreed upon by the City and the Corporation's Board of Directors.

The Corporation may provide additional services and/or programs other than those described above when desired and directed by the Board of Directors and agreed to by the City.

#### YEAR TWO THROUGH FIVE PROJECTED BUDGET

FISCAL YEAR	YEAR TWO 2006	YEAR THREE 2007	YEAR FOUR 2008	YEAR FIVE 2009
BEGINNING BALANCE	338,227	302,935	263,034	218,431
REVENUE				
Assessments (Private) *	1,146,540	1,169,471	1,192,860	1,216,717
Assessments (City & CPS)	93,668	93,668	93,668	93,668
Contracts & Other Revenue	67,500	67,500	67,500	67,500
P&I, Interest on Deposits	34,000	34,000	34,000	34,000
TOTAL REVENUE	1,341,708	1,364,639	1,388,028	1,411,885
AMOUNT AVAILABLE	1,679,935	1,667,574	1,651,062	1,630,317
EXPENDITURES				
Mgmt/Admin/Operations**	285,600	291,312	297,138	303,081
Maintenance**	510,000	520,200	530,604	541,216
Landscaping/Streetscaping**	122,400	124,848	127,345	129,892
Public Service Representatives**	408,000	416,160	424,483	432,973
Marketing & Promotions**	51,000	52,020	53,060	54,122
TOTAL EXPENDITURES	1,377,000	1,404,540	1,432,631	1,461,283
ENDING BALANCE	302,935	263,034	218,431	169,033

\* Assumed 98% collection of private assessments  
& assumes 2% growth in private valuation per year

\*\* Assumed 2% increase in expenses per year

## ASSESSMENT PLAN

The assessment year will be concurrent with the City's Tax Year, January 1, through December 31. The Assessment levy against private property (based on \$.11/\$100) is estimated in Year One to be **\$1,146,999**. For budgeting purposes, a 98% collection rate is assumed yielding approximately **\$1,124,059**. The assessment levy on private properties is expected to grow at an approximate rate of 2% per year each year thereafter through FY2009.

Each property in the District is to be assessed based on the valuation on the property as determined by the Bexar Appraisal District and as certified by the City of San Antonio Tax Assessor/Collector. Notice of the levy of assessment is to be given as provided in Section 372.001 in the Act. The Assessment Levy Statement will be sent to each property owner in the District and the assessment levy will be due and payable at the same time property taxes are due and payable to the City of San Antonio Treasury. Penalty and interest will accrue on delinquent accounts in accordance with ad valorem penalty and interest schedules of the City of San Antonio. Payments become delinquent as of February 1<sup>st</sup> after assessment is levied. Interest on any delinquent installment shall be added to each subsequent installment until all delinquent installments are paid.

Of 566 property accounts in the District, 104 are certified as exempt, leaving 462 accounts to be assessed in FY2005. 460 accounts in the District are certified to date for a value of **\$1,042,616,500** for the 2004 assessment year. The remaining 2 accounts in the District, which are not yet certified, have a previous year value of **\$110,000**. This Plan assumes that the uncertified accounts will at least remain at the previous year value. When the value of the certified accounts is added to the value of the uncertified accounts, the total value of private properties in the District is **\$1,042,726,500**.

The value of taxable properties, when combined with City Exempt property values totaling **\$85,152,727** (CSA & CPS), provides a total valuation of the District upon which to base the assessment for FY2004, of **\$1,127,879,227**. The valuations on which the Budget is based in this plan for the remaining one year of the current district's authorization are estimated to be sufficient to provide the improvements and/or services as described above in this plan.

EXHIBIT A – MAP OF PUBLIC IMPROVEMENT DISTRICT BOUNDARY

EXHIBIT B – MAP OF PROPOSED SUPPLEMENTAL MAINTENANCE SERVICE COVERAGE  
AREAS

EXHIBIT C – MAP OF PROPOSED STREETScape IMPROVEMENTS

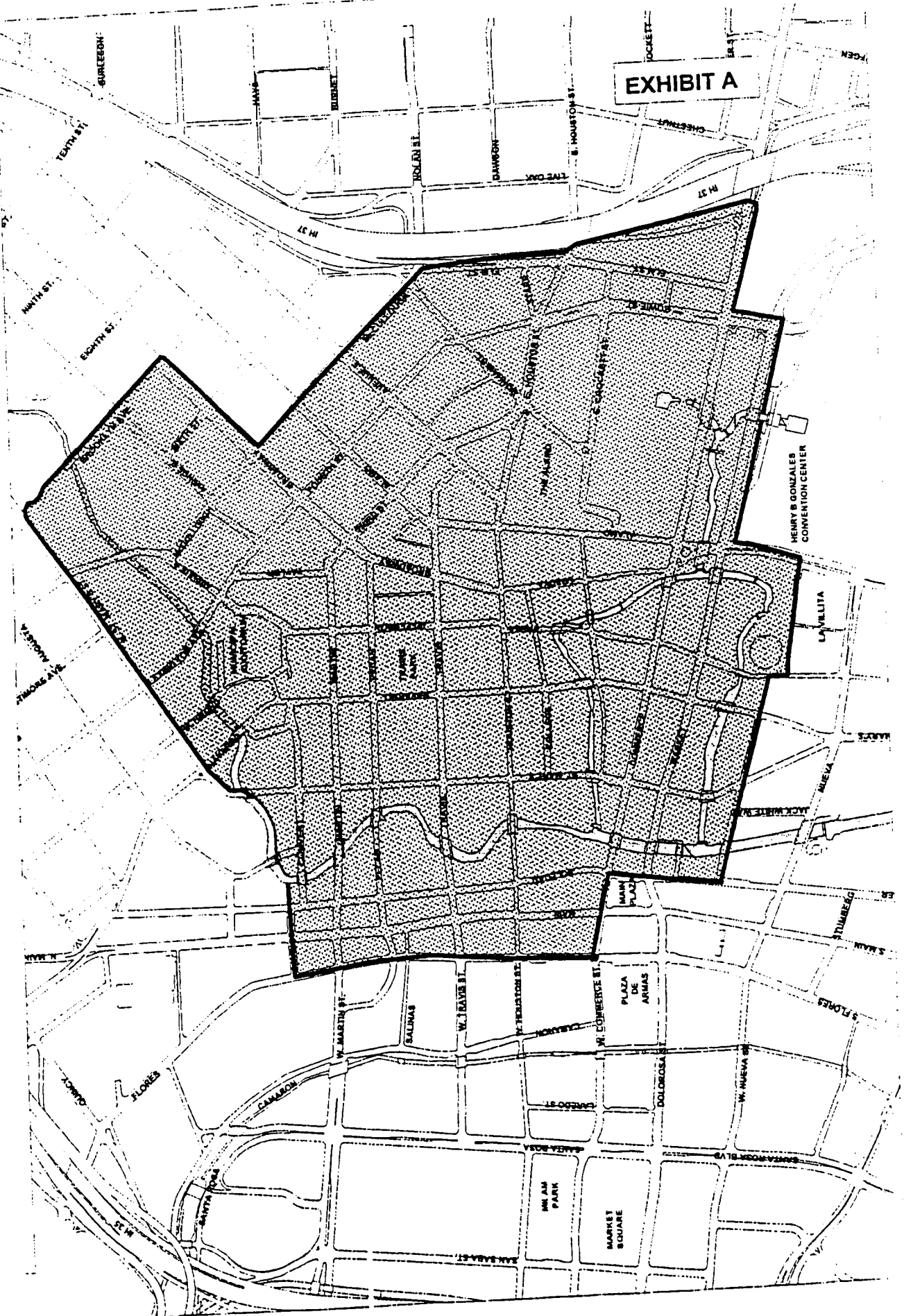
EXHIBIT D – MAP OF PROPOSED PUBLIC SERVICE REPRESENTATIVE COVERAGE  
AREAS

EXHIBIT E – SUMMARY OF EXPENSES ASSOCIATED WITH DISTRICT RENEWAL



# SAN ANTONIO DOWNTOWN PUBLIC IMPROVEMENT DISTRICT

FY 2005



**SUPPLEMENTAL MAINTENANCE SERVICE AREAS**  
FY 2005

This map illustrates the Supplemental Maintenance Service Areas for the fiscal year 2005. The city is divided into six numbered regions (I through VI) by thick black lines. The map includes a grid of streets with labels such as W. Martin St., W. Travis St., W. Houston St., W. Commerce St., W. Nueva St., E. Houston St., E. Crockett St., and E. Bower St. Key landmarks and parks are also marked, including the Municipal Auditorium, Travis Park, Market Square, Plaza de Armas, Main Plaza, Market, La Villita, and the Henry B. Gonzales Convention Center. A north arrow is located in the upper right quadrant of the map. The map is labeled 'EXHIBIT B' in the bottom right corner.

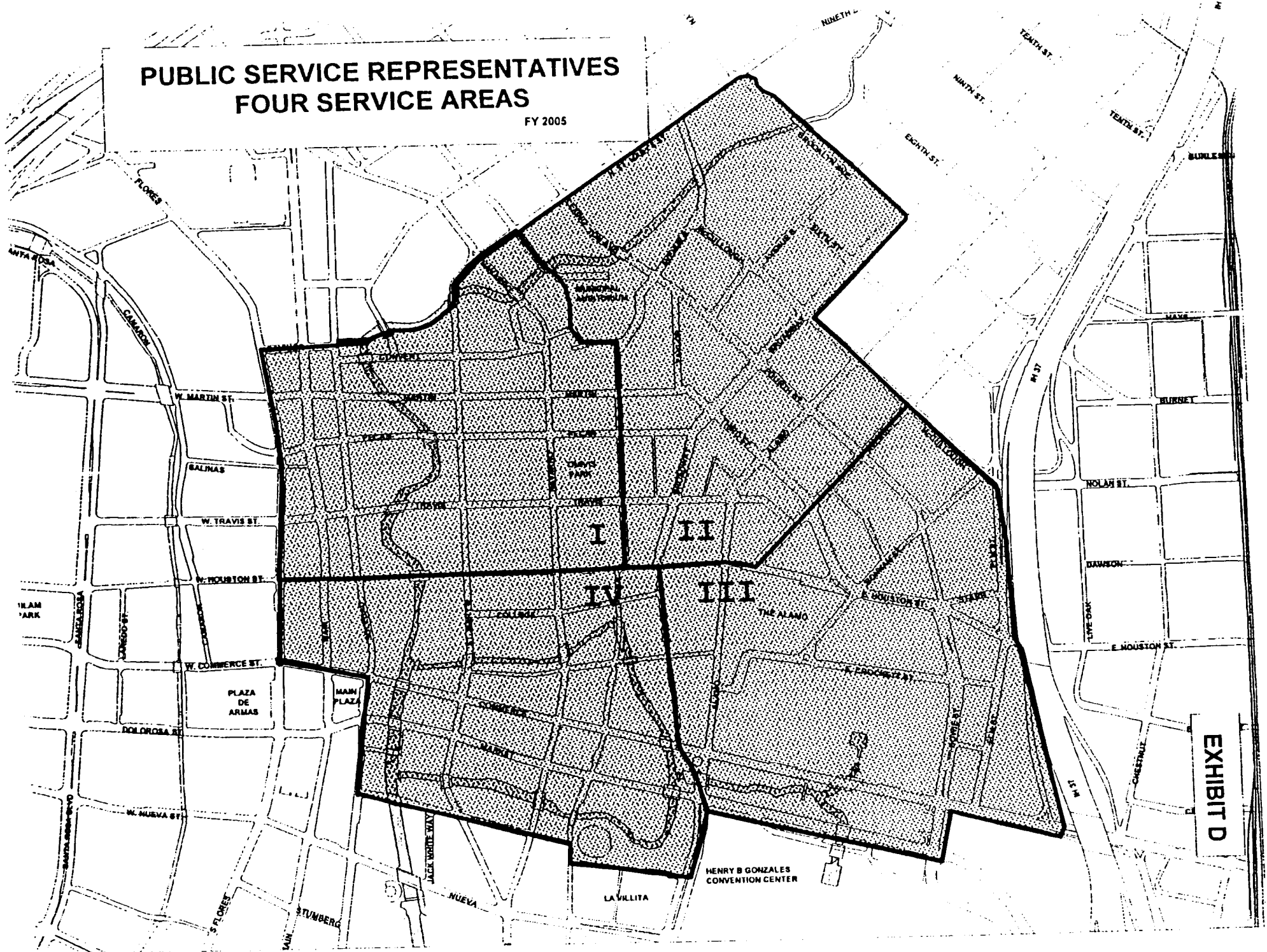
**EXHIBIT B**

EXISTING PEDESTRIAN LIGHT POLE PLANTER POTS IN THE DISTRICT

### EXISTING PLANTER CLUSTERS

**FY 2005**

## PUBLIC SERVICE REPRESENTATIVES FOUR SERVICE AREAS

**FY 2005**

**EXHIBIT D**

## EXHIBIT E

### DISTRICT CREATION & ORGANIZATION EXPENSES SAN ANTONIO DOWNTOWN PUBLIC IMPROVEMENT DISTRICT

#### MARKETING/PROMOTION/PUBLIC RELATIONS

- Public Meetings (@ The Menger Hotel) **\$372.07**

#### LEGAL FEES

- Fulbright & Jaworski

Paid to Date **\$1,784.15**

#### DOWNTOWN ALLIANCE GENERAL & ADMINISTRATIVE

Office Expenses through 6-30-04	855.55
Est. Salaries/Contract Labor	7488.23
Est. amount for DTA services thru 9-30-04	<u>1,500.00</u>
Sub-Total	<b>\$ 9,843.78</b>

**DISTRICT CREATION & ORGANIZATION EXPENSE TOTAL      \$12,000.00**