

CONSENT AGENDA  
44

CITY OF SAN ANTONIO  
PUBLIC WORKS DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Thomas G. Wendorf, P.E., Director of Public Works

**SUBJECT:** Renewal and Extension of Agreement with the Federal Reserve Bank.

**DATE:** November 3, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the City Manager, or his designee, to execute an extension of an agreement with the Federal Reserve Bank of Dallas, and accepts an annual payment in the amount of \$38,550 from the Federal Reserve Bank of Dallas to offset the loss of revenues associated with the previous removal of twenty-nine parking meters adjacent to the Federal Reserve Building located in Council District 1.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

In 2002 a blast analysis was conducted for various federal buildings located in San Antonio and it was determined that the parking meters adjacent to the Federal Reserve Bank building at 126 E. Nueva Street posed security concerns and needed to be removed.

On August 8, 2002, through Ordinance No. 96145, City Council authorized the removal of twenty-nine (29) parking meters adjacent to the Federal Reserve Bank building and entered into an agreement with the Federal Reserve Bank of Dallas for an annual payment in the amount of \$34,300 to offset the lost revenues. The original agreement stipulated that the agreement was renewable each year for twenty-four (24) additional years, with future annual payments subject to City Council approval. Subsequent Council action on October 2, 2003, through Ordinance No. 98279, provided for an annual payment to the City in the amount of \$36,350 and Council action on September 2, 2004, through Ordinance No. 99644, provided for an annual payment in the amount of \$38,550. There was no meter rate increase for 2005; therefore the annual payment remains the same.

This ordinance authorizes the extension of the agreement with the Federal Reserve Bank of Dallas for the fourth consecutive year and accepts an annual payment in the amount of \$38,550.

**POLICY ANALYSIS**

This request for ordinance is consistent with City policy to cooperate with other local, state and federal agencies to improve the security of San Antonio facilities.

### **FISCAL IMPACT**

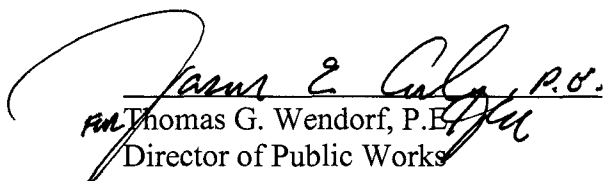
The revenue generated by this agreement in the amount of \$38,550 is to be deposited into the Parking Operating Fund.

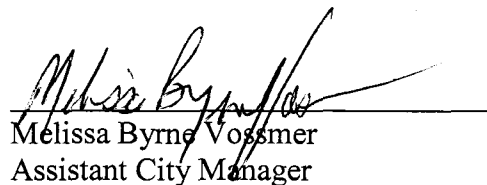
### **COORDINATION**

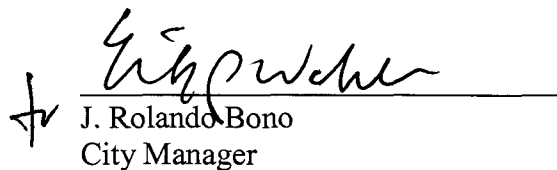
This request has been coordinated with the City Attorney's Office, Asset Management and the Finance Department.

### **ATTACHMENTS**

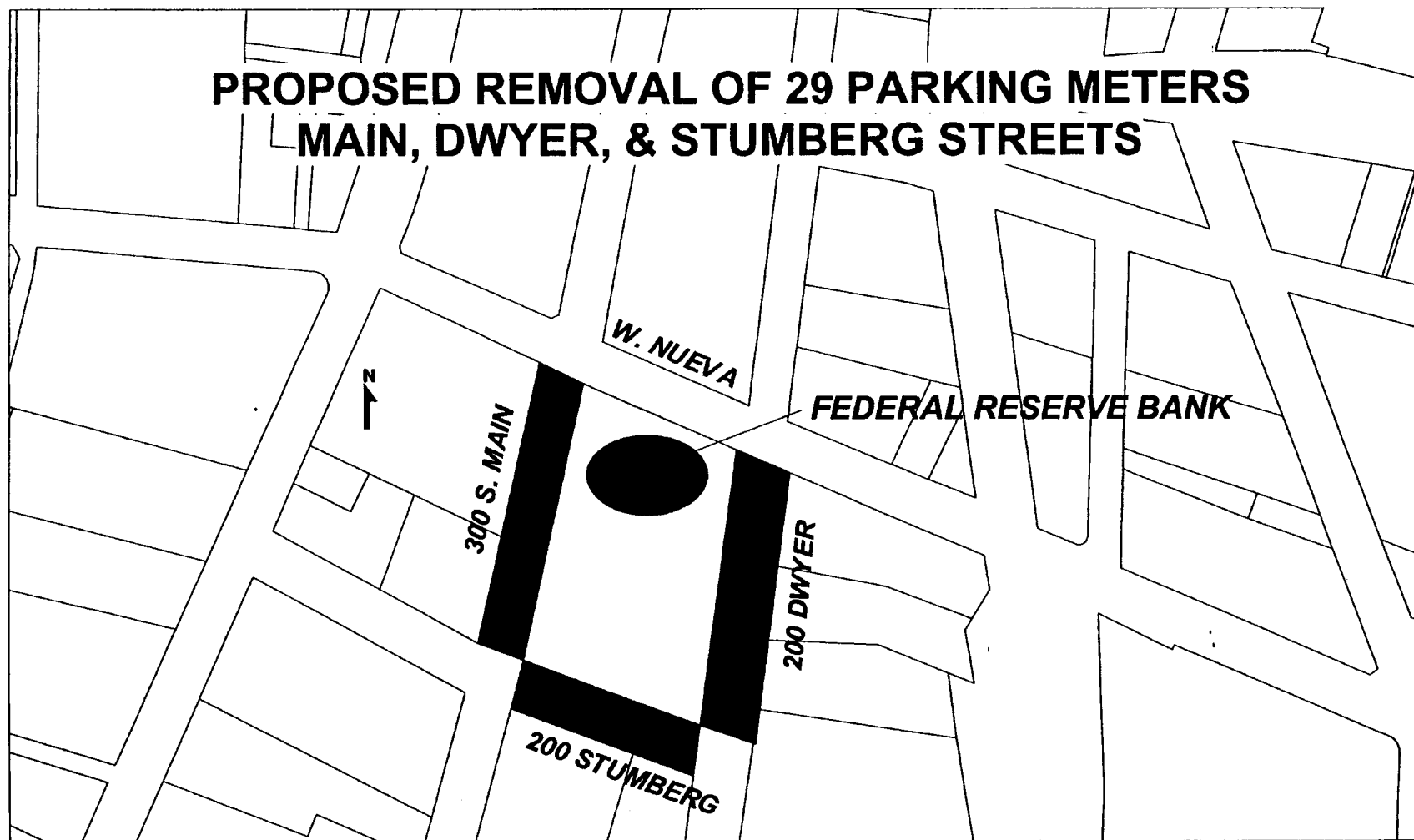
1. Project Map
2. Agreement Extension

  
Thomas G. Wendorf, P.E.  
Director of Public Works

  
Melissa Byrne Vossmer  
Assistant City Manager

  
J. Rolando Bono  
City Manager

**PROPOSED REMOVAL OF 29 PARKING METERS  
MAIN, DWYER, & STUMBERG STREETS**



## **No-Parking Zone Agreement**

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**Bank:** Federal Reserve Bank of Dallas

**Bank's Address:** 126 East Nueva Street, San Antonio, Texas 78204

**City:** City of San Antonio

**City's Address:** City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966

**Authorizing  
Ordinance (No. & Date):**

### **Predicate Facts**

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**Whereas,** Bank considers parking adjacent to the Federal Reserve Bank Building at 126 E. Nueva Street to be a security hazard.

**Whereas,** pursuant to an Agreement with Bank approved by Ordinance No. 96145 dated August 8, 2002, City removed 29 parking meters located on Main, Dwyer, and Stumberg Streets, as more fully described in **Exhibit A**.

**Whereas,** Bank and City renewed the 2002 agreement in 2004, and the 2004 agreement has now expired.

**Whereas,** City made the earlier agreements in exchange for Bank compensating City for lost parking revenue.

### **Rights and Obligations**

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

1. **No-Parking Zone.** City will refrain from re-installing meters in the area marked on Exhibit A and will maintain "No Parking" signs at appropriate intervals.
2. **Compensation for Lost Revenue.** Bank must pay \$38,550 into City's Parking Enterprise Fund on or before October 1, 2005.
3. **Term.** This Agreement runs from August 18, 2005 through August 17, 2006.
4. **City Revocation.** If City cancels this Agreement other than for Bank's failure to pay, subject to the appropriation of available funds by the San Antonio City Council, and upon presentment of a statement by Bank, City will reimburse Bank the portion of Bank's prepaid compensation allocable to the period after City's cancellation.

5. **Further Agreements.** Each year, at least 90 days before one of these agreements expires, not to extend beyond 2026, the parties may negotiate a renewed agreement along the same terms as this one, with the annual payment of compensation subject to the San Antonio City Council approval. Meter rate increases will be taken into consideration as part of the negotiations each year.

6. **Binding Nature, Assignments.** This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this agreement without the consent of the other.

7. **Not Conveyance.** This Agreement does not convey title to or any interest in real property.

**In Witness Whereof**, the parties have hereunto caused their representatives to set their hands:

**City:**

**City of San Antonio**, a Texas  
municipal corporation

Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Bank:**

**Federal Reserve Bank of Dallas**

Signature: \_\_\_\_\_

Printed  
Name: **SHARON A. SWEENEY**  
**ASSOCIATE SECRETARY**

Title: **FEDERAL RESERVE BANK OF DALLAS**

Date: \_\_\_\_\_

**Attest:**

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

**Approved As To Form:**

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