

*Agenda item #54*

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

**TO:** Mayor and City Council

**FROM:** Shawn P. Eddy, Interim Director, Department of Asset Management

**SUBJECT:** Ordinance authorizing the execution of a Renewal of License Agreement for the continued placement of an Automated Teller Machine with Security Service Federal Credit Union at Wolff Stadium

**DATE:** June 29, 2006

**SUMMARY AND RECOMMENDATIONS**

This Ordinance authorizes the execution of a Renewal of License Agreement with Security Service Federal Credit Union (SSFCU) for the continued placement of an Automated Teller Machine (ATM) located at Nelson Wolff Stadium in Council District 6, for a five-year renewal term commencing July 1, 2006 and expiring June 30, 2011, in consideration for rent, based on a flat rate of \$225 per month per ATM plus 40 percent of (1) all surcharge fees collected for non-member transactions ("Foreign Transaction") and (2) any Alternate Transaction fees collected which generate surcharge revenues for the period March to September and 50 percent of (1) all surcharge fees collected for non-member transactions ("Foreign Transaction") and (2) any Alternate Transaction fees collected which generate surcharge revenues for the period October to February.

Staff recommends approval of this Ordinance.

**BACKGROUND INFORMATION**

Pursuant to Ordinance No. 95290 dated February 14, 2002, Council approved a License Agreement with SSFCU for the placement of an ATM at Wolff Stadium, for an original term of five years with the right to renew for one, five-year term. This Ordinance will serve to exercise that five year renewal option as well as provide SSFCU the right to terminate the agreement with sixty days written notice to COSA in the event that the Missions Baseball Team no longer plays regularly scheduled home games at Wolff Stadium and the stadium is no longer used for regularly recurring, public events.

**POLICY ANALYSIS**

This action is consistent with the City's policy to generate income from the leasing and licensing of City owned properties and provide customer service to City employees and the public.

## **FISCAL IMPACT**

Due to the seasonality of use at Wolff Stadium, SSFCU will pay the City \$225 per month for its ATM location for the months March through September. In addition, SSFCU will pay to the City 40 percent of all Foreign and Alternate Transaction revenues, but during the period of October through February, when the monthly fee is waived at Wolff Stadium, SSFCU will pay 50 percent of the revenue from Foreign and Alternate Transactions to the City. Foreign Transaction Revenue is revenue which may be received from non-credit union members who are charged a fee to use the ATM and Alternate Transaction Revenue is revenue which may be received from other services (such as selling postage stamps) provided by the ATM. The current Foreign Transaction fee is \$1.00 per transaction and is subject to change.

Based on the estimated number of ATM customers at Wolff Stadium, an additional \$2,375 in annual revenue will accrue to the City of San Antonio, comprised of \$1,575 in fixed monthly fees and an estimated \$800 in Foreign and Alternate Transaction Revenue.

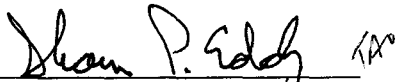
Under the terms of the License Agreement SSFCU is responsible for all construction, installation, maintenance, operation, repair and replacement costs.

## **COORDINATION**

This item has been coordinated with the City Attorney's Office and the Alamodome.

## **SUPPLEMENTARY COMMENTS**

The required Discretionary Contracts Disclosure Form is attached.

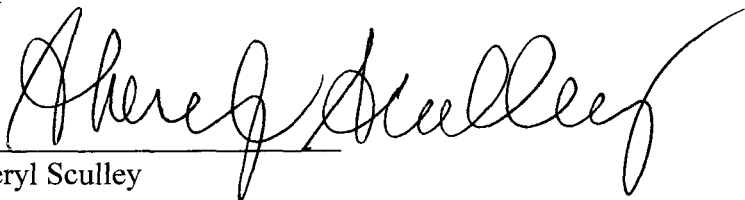


Shawn P. Eddy, Interim Director  
Department of Asset Management



Erik J. Walsh  
Assistant City Manager

Approved for Council Consideration:



Sheryl Sculley  
City Manager

**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 entity<sup>1</sup> that is a **party** to the discretionary contract:

NONE

(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:

<sup>1</sup> 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 question<sup>2</sup> 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.

<b>Signature:</b>  Carol L. Jones	<b>Title:</b> Sr Vice President  <b>Company or D/B/A:</b> SECURITY SERVICE FCU	<b>Date:</b>  5/17/00
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<sup>2</sup> 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.