

AN ORDINANCE

2011-09-15-0749

**ADOPTING THE ANNUAL CONSOLIDATED OPERATING AND CAPITAL BUDGETS FOR THE CITY OF SAN ANTONIO FOR FY 2012; APPROPRIATING FUNDS; AUTHORIZING PERSONNEL COMPLEMENTS; APPROVING THE FY 2012–FY 2017 6-YEAR CAPITAL IMPROVEMENTS PROGRAM; APPROVING THE PROJECTS INCLUDED IN THE FY 2012–FY 2016 5-YEAR INFRASTRUCTURE MANAGEMENT PROGRAM; AND PROVIDING FOR A ONE-TIME ANNUITY INCREASE FOR RETIREES AND THEIR BENEFICIARIES AND A REVISION TO THE CITY’S CONTRIBUTION RATE, IN CONNECTION WITH THE TEXAS MUNICIPAL RETIREMENT SYSTEM.**

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**WHEREAS**, in accordance with the City Charter, it is necessary to adopt a budget for the FY 2012; and

**WHEREAS**, a Proposed Annual Budget for the period commencing October 1, 2011, and ending September 30, 2012, has been prepared by the City Manager in accordance with Article VII of the City Charter, and presented to the City Council; and

**WHEREAS**, following budget worksessions, budget hearings in all ten City Council Districts and a public hearing for which notice was published as required by law, the Proposed Budget was considered by the City Council on September 15, 2011; and

**WHEREAS**, after presentation and consideration of several amendments set forth in a statement, as required under Article VII of the City Charter, the City Council by this Ordinance adopts the FY 2012 Budget; and

**WHEREAS**, the FY 2012 Budget adopted pursuant to this Ordinance will raise less revenue from property taxes than the FY 2011 Budget; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1. Annual Operating Budget.**

The Proposed Annual Budget, as set out in Attachment I, and as amended by Attachment II, Attachment III, Attachment VII, and Attachment XXXIV, all of which are attached hereto and incorporated herein for all purposes, and the following sections of this Ordinance, is hereby approved and adopted for the fiscal year commencing October 1, 2011 and ending September 30, 2012.

**SECTION 2. Appropriations.**

- A. The sums set forth in Attachment III are hereby appropriated for FY 2012 for the different City Departments and purposes of the City.
- B. The City Manager, through the Director of the Office of Management and Budget, shall distribute funds from the Non-Departmental allocation to the General Fund Departments after a review process

is conducted to determine appropriate budget levels for performance pay, capital outlay and motor fuel.

**SECTION 3. Budgeted Financial Reserves.**

The use of Budgeted Financial Reserves will be authorized only after an analysis has been prepared by the City Manager and presented to the City Council that outlines the cost associated with the use of the reserves. The expenditure of said funds, if necessary, shall be approved through the adoption of subsequent ordinance(s).

**SECTION 4. Mayor and City Council Budgets.**

Funds for the City Hall and Constituent Office FY 2012 Budget have been appropriated in the Mayor and City Council Operating Budget, and are available to carry out daily operations of the Mayor and City Council Offices, as follows:

- A. **Mayor and Councilmember Administrative Assistant Services Budgets.** The Mayor shall be allocated \$158,174 and each Councilmember shall be allocated \$255,530 to contract for Administrative Assistant services in accordance with the provisions of this Section. Of this amount, the Mayor shall be allocated \$141,038 and each Councilmember shall be allocated \$234,794 for compensation of Administrative Assistants. In addition, \$11,520 is allocated for the Mayor and \$15,120 is allocated for each Councilmember to reimburse full-time Administrative Assistants for the purpose of acquiring health care insurance, and \$5,616 for the Mayor and each Councilmember to reimburse full-time Administrative Assistants for parking, contingent upon presentation of sufficient documentation of the respective monthly expense.

The Mayor and each Councilmember may use District Budget Administrative Assistant Funds to contract for the services of no more than the equivalent of six (6) full-time Administrative Assistants to assist them in serving constituents. Administrative Assistants employed full-time can be paid no more than \$87,057 for the period from October 1, 2011 through September 30, 2012, regardless of the number of Councilmembers that an Administrative Assistant is employed by during the Fiscal Year. Payment for part-time Administrative Assistants shall be paid on a pro-rata basis. Administrative Assistants are not City Employees but are employees of the Mayor or the individual Councilmembers. These Administrative Assistants answer only to the Mayor or Councilmember and represent only the Mayor's or Councilmember's point of view in serving constituents. Attached hereto and incorporated herein for all purposes as Attachment IV is a form contract and a form contract amendment to be utilized in contracting for such services. All contracts entered into pursuant to this subsection must be in substantially the same form and content as the attached.

- B. **Mayor and Council Expense, Car, and Cellular Phone Allowance.** The maximum amount available for reimbursement of expenses of the Mayor and each Councilmember, in connection with their official duties, is \$10,000. The maximum reimbursement may not be supplemented with funds from any other budgeted line item. Additionally, the Mayor and each Councilmember may receive a monthly \$70 cellular telephone allowance; and each may have the option of receiving a monthly \$600 car allowance, or reimbursement up to \$600 per month for business mileage, both incurred in connection with their official duties. Guidelines that govern the use and reimbursement procedures for the City Council expense allowance are attached hereto and incorporated herein for all purposes as Attachment V, and are hereby adopted.

In the performance of their official duties, Councilmembers may need the City to contract for facilities to hold City-wide or Council District events. Subject to the review and recommendation of the City Attorney's Office, authorization to execute such contracts is granted to the City Manager, or her designee, as long as it follows current City of San Antonio procurement policies and is within the budgeted expense allowance.

Budgeted funds for establishment and operation of Constituent Office(s) shall be made available for expenditure, should establishment of such an office be desired by the Mayor or a Councilmember. All expenditures made from budgeted funds for payment of City Council Constituent Office rental contracts must be approved by the City Council through the adoption of subsequent ordinance(s).

### **SECTION 5. Human Development Services Funds.**

The amount of \$61,818 is hereby allocated in One-Time Projects within the General Fund for the Mayor and each Councilmember for Human Development Services. The Human Development Services Funds shall be spent in accordance with Ordinance No. 100192, as amended by Ordinance No. 2007-01-11-0057 and Ordinance No. 2007-09-13-0969. The City Manager, or her designee, is authorized to execute Human Development Services Contracts, in substantially the same form and content shown in Attachment VI. During the first quarter of FY 2012, the City Council Governance Committee will review staff's recommended changes to amend the current ordinances governing the use of the Human Development Services Funds, and upon approval, forward its recommendations to City Council.

### **SECTION 6. Outside Agency Contracts**

The City Manager, or her designee, is authorized to make payment to the following outside agencies in accordance with the FY 2012 Budget, and their respective contracts as provided below:

**A. Delegate Agency and Governmental Entity Contracts.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute Delegate Agency Contracts, in substantially the same form as shown in Attachment VIII, with each of the Delegate Agencies and for the amounts indicated in Attachment VII, and to incorporate as attachments to the Contracts, the project-specific scope of work, performance measures and budgets. Should a Delegate Agency listed in Attachment VII be unable to provide the service indicated, the City Manager, or her designee, is authorized to execute a Delegate Agency Contract with one of the other Agencies set forth in Attachment VII to provide the service.

The City Manager, or her designee, is authorized to negotiate and execute After School Challenge Program contracts, in a form first approved by the City Attorney's Office, with each of the governmental entities shown on Attachment VII for the amounts indicated therein.

Included in the Delegate Agencies schedule is the contract for Project Quest in the amount of up to \$2,000,000 which is comprised of \$1.4 million from FY 2012 General Fund resources and up to \$600,000 from FY 2011 Project Quest unmatched contract funds. This contract amount is contingent upon compliance review results and Taskforce recommendations.

The FY 2012 Budget includes a total General Fund allocation of \$6.5 million to support Haven for Hope of Bexar County. Contracts with Haven for Hope and Center for Health Care Services are

authorized under Sections 6B, 6C, and 6D, respectively; all other Haven for Hope related contracts are authorized under Section 6A of this Ordinance.

- B. Haven for Hope Operating Agreement Amendment.** The City's contribution and payment of any City annual operating funds—including General Fund, Restricted Funds, and Grant Funds—to Haven for Hope of Bexar County shall be contingent City Manager's, or her designee's, continued seat on the Haven Board of Directors as an ex-officio, non-voting director.

Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract amendment, in substantially the same form as shown in Attachment IX, for the amount of \$2,060,122. The \$2,060,122 is comprised of \$1 million from the General Fund for Haven for Hope of Bexar County; \$925,122 from the General Fund to Haven for Hope for Prospects Courtyard Security Services; and \$135,000 from the Emergency Shelter Grant to Haven for Hope for Case Management Services. The City Manager, or her designee, is further authorized to incorporate as an attachment project-specific performance measures and a budget.

- C. Center for Health Care Services (Restoration Center).** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form as shown in Attachment X, for the amount of \$1,000,000, and to incorporate as attachments a project-specific scope of work, performance measures and a budget.

- D. Center for Health Care Services (Prospects Courtyard / Mental Health Unit).** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract in substantially the same form as shown in Attachment XI, for the amount of \$1,635,982, of which \$1,206,765 is allocated for use at the Prospects Courtyard and \$429,217 is allocated for use at the Mental Health Unit. A project-specific scope of work, performance measures and a budget will be attached to the final contract.

- E. San Antonio Education Partnership Board of Directors.** For so long as the City Council contributes funding to the San Antonio Education Partnership (SAEP), the City requires the Director of the Human Services Department or other City Manager designee serve in an official, voting position on SAEP's Board of Directors. The City finds that there is no conflict of interest in such service.

- F. San Antonio Education Partnership (Scholarship Program).** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form as shown in Attachment XII, for the amount of \$2,412,814.00, which is consistent with the appropriations set forth in the FY 2012 Budget, and to incorporate as an attachment project-specific performance measures.

**San Antonio Education Partnership (Café College).** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form as shown in Attachment XIII, for the amount of \$610,000, which is consistent with the appropriations set forth in the FY 2012 Budget, and to incorporate as attachments project-specific performance measures and a budget.

- G. Carver 2012 Performance Season and Related Policies and Agreements.** The City Manager, or her designee, is authorized to execute a performance contract with each of the performers /

management companies shown in Attachment XIV for the amounts indicated therein or with comparable artists or substitute contractors if services cannot be accomplished by any of the artists/contractors shown in Attachment XIV. The City Manager, or her designee, is authorized to negotiate and execute any related and necessary technical production services contracts and theater license agreements as needed to produce artist performances listed in the 2012 season and for the use of the Carver Community Cultural Center. The form and content of said contracts are set forth in Attachments XV, XVI and XVII and are hereby approved. The City Attorney's Office shall be consulted on the type of contract the managing department will use. A license fee schedule, attached hereto as Attachment XVIII, and facility use policies, attached hereto as Attachment XIX, for the Carver Community Cultural Center are hereby approved and shall be followed when entering into the license agreements set forth in this Ordinance.

A transfer of funds in the amount of \$162,600 from the Cultural Affairs Fund and \$77,130 from the Carver Community Center Trust fund to the Organizational Support Project is hereby authorized. Acceptance of a payment from the Carver Development Board in the amount of \$45,000 in support of the Carver Community Cultural Center (the "Carver") is also authorized and appropriated. The City Manager, or her designee, is further authorized to execute any and all necessary documents to effectuate said acceptance from the Carver Development Board. There are a total of 11 authorized positions at the Carver Community Center. Of the 11 positions, seven are funded by the General Fund and four positions are funded through the special revenue fund. The budget attached hereto as Attachment XX and the personnel complement of four (4) employees attached hereto as Attachment XXI is approved and adopted.

- H. **BioMed SA.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment XXII, for the amount of \$100,000, which is consistent with the appropriations set forth in the FY 2012 Budget.
- I. **Build San Antonio Green.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment XXIII, for the amount of \$50,000, which is consistent with the appropriations set forth in the FY 2012 Budget.
- J. **P16Plus Council of Greater Bexar County Foundation, Inc.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to negotiate the scope of services and budget and to execute a contract, in a form first approved by the City Attorney's Office, for the amount of \$100,000 which is consistent with the appropriations set forth in the FY 2012 Budget.
- K. **Free Trade Alliance.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment XXIV, for the amount of \$200,000, which is consistent with the appropriations set forth in the FY 2012 Budget.
- L. **Generation Texas.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to negotiate the scope of services and budget and to execute a contract, in a form first approved by the City Attorney's Office, for the amount of \$100,000 which is consistent with the appropriations set forth in the FY 2012 Budget.

- M. **Japan Representation Contract.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment XXV for the amount of \$200,000 (\$125,000 funded from the General Fund and \$75,000 funded from the Hotel Occupancy Tax Fund), which is consistent with the appropriations set forth in the FY 2012 Budget.
- N. **Mission Verde Alliance.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment XXVI, for the amount of \$100,000, which is consistent with the appropriations set forth in the FY 2012 Budget.
- O. **Neighborhood Housing Services of San Antonio.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment XXVII, for the amount of \$106,705, which is consistent with the appropriations set forth in the FY 2012 Budget.
- P. **San Antonio for Growth on the Eastside.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to renew, and execute an amendment to, a contract, in substantially the same form and content as shown in Attachment XXVIII, for the amount of \$173,333.33 (\$40,000 funded from the General Fund and \$133,333.33 funded from the San Antonio for Growth on the Eastside Special Revenue Fund), which is consistent with the appropriations set forth in the FY 2012 Budget.
- Q. **San Antonio Zoological Society Contract.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment XXIX, with the San Antonio Zoological Society for operation of the San Antonio Zoo for the amount of \$306,597 from the Hotel Occupancy Tax Fund, which is consistent with the appropriations set forth in the FY 2012 Budget.
- R. **Solar San Antonio.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment XXX, for the amount of \$60,000, which is consistent with the appropriations set forth in the FY 2012 Budget.
- S. **University of Texas Health Science Center at San Antonio Dental School (Ricardo Salinas Dental Clinic).** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment XXXI, for the amount of \$150,000, which is consistent with the appropriations set forth in the FY 2012 Budget.
- T. **Westside Development Corporation Contract.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment XXXII, for the amount of \$306,604 which is consistent with the appropriations set forth in the FY 2012 Budget.
- U. **National Western Art Foundation.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to negotiate a contract with the National Western Art Foundation, in a form first approved by the City Attorney's Office, in the amount of \$100,000. A copy of a draft contract is

attached as Attachment XXXIII. The final contract will require City Council approval by subsequent ordinance.

- V. **Sports Outdoor and Recreation (SOAR) Park.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to negotiate a contract with the Sports Outdoor and Recreation (SOAR) Park commonly referred to as Morgan’s Wonderland, in a form first approved by the City Attorney’s Office, for the amount of \$100,000 which is consistent with the appropriations set forth in the FY 2012 Budget. The final contract will require City Council approval by subsequent ordinance.
  
- W. **Wheatley Heights Sportsplex.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to negotiate a contract with the Eastside Christian Action Group commonly referred to as Wheatley Heights Sportsplex, in a form first approved by the City Attorney’s Office, for the amount of \$300,000 which is consistent with the appropriations set forth in the FY 2012 Budget. The final contract will require City Council approval by subsequent ordinance.
  
- X. **Arts and Cultural Agency Contracts.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute an Arts Agency Contract with each of the Art and Cultural Agencies shown in Attachment XXXIV for the amounts indicated therein. The form and content of each type of Art Agency Contract is set forth in Attachments XXXV, XXXVI, XXXVII, XXXVIII, XXXIX and XL and are hereby approved. The City Attorney shall determine the appropriate form for each Agency. The authority to execute these documents extends for ninety days from the approval of this Ordinance.

**SECTION 7. Memberships and Dues.**

The City Manager, or her designee, is authorized to pay the following annual membership fees or dues to the following agencies in the amounts indicated below:

Alamo Area Council of Governments (AACOG)	\$ 95,453
Airports Council International (Airport Fund)	\$ 75,000
Austin – SA Corridor Council	\$ 50,000
Commuter Rail District	\$ 50,000
National League of Cities	\$ 35,000
San Antonio Mobility Coalition	\$ 70,000
South Central Texas Regional Certification Agency	\$ 43,750
Texas Municipal League	\$ 49,972
US Conference of Mayors	\$ 40,235

Additionally, the City Manager, or her designee, is authorized to execute any necessary documentation with said agencies in order to effect membership by the City of San Antonio.

**SECTION 8. San Antonio Housing Trust.**

The City of San Antonio Housing Trust was established by City Council Ordinance on September 8, 1988 under a Declaration of Trust to provide affordable housing opportunities for low and moderate income

families inside Interstate Highway Loop 410. Pursuant to said Declaration, the San Antonio Housing Trust Foundation Inc., a Texas non-profit corporation, is responsible for the administrative support of the operations of the City of San Antonio Housing Trust and Board of Trustees. On September 26, 1991, the San Antonio Housing Trust Foundation Inc. was designated and approved to be the administrative and fiscal agent to the City of San Antonio Housing Trust for disbursement of awards of Trust assistance.

Annually, the City contributes funds towards the administrative operation costs of the City of San Antonio Housing Trust Foundation, Inc. which administers the daily operations of the San Antonio Housing Trust. Funds contributed by the City in the amount of \$199,361 are derived from the interest earned by the City on the San Antonio Housing Trust Fund corpus. The administrative services contract between the City of San Antonio and the San Antonio Housing Trust Foundation, Inc. for the term beginning October 1, 2011 to September 30, 2012 and the budget is hereby approved. The City Manager, or her designee, is hereby authorized to execute said administrative services, contract in substantially the same form and content as shown in Attachment XLI.

#### **SECTION 9. Animal Care Strategic Plan.**

In FY 2012, the Animal Care Services Department will implement its Strategic Plan Goals of enhancing code enforcement, controlling of stray animal population, and improving the animal live rate release, as set forth in Attachment XLII. The FY 2012 General Fund Budget includes funding to begin to implement the strategic plan by adding resources to increase enforcement, expand kennel capacity and control the stray animal population. Contracts and other actions needed to implement the plan shall require City Council approval by subsequent ordinance(s).

#### **SECTION 10. Tax Increment Reinvestment Zone (TIRZ) Property Tax Contributions.**

The transfer of designated funds is authorized from fund balance within the General Fund and Debt Service Fund for FY 2012 to the Tax Increment Financing Special Revenue Fund, to reflect FY 2012 annual Tax Increment Reinvestment Zone (TIRZ) transfers to developers of active TIRZs, as set forth in the Proposed FY 2012 Current Property Tax Revenue Fund Statement in Attachment I.

#### **SECTION 11. Employee Holidays.**

A. Thirteen City holidays are hereby authorized for FY 2012, as set forth in Attachment XLIII. Certain civilian employees also may be eligible to receive an Attendance Incentive Floating Holiday for use during FY 2012, in accordance with Administrative Directive 4.4, Leave Administration.

The FY 2012 Holiday Calendar has been modified to close most City facilities for the week between Christmas Day and New Year's Day. Any departments and/or functions that will not close due to business need will submit alternative holiday schedules to the Human Resources Department and City Manager's Office prior to October 30, 2011. Once approved, these alternative holiday calendars will be posted and distributed within the impacted departments and/or divisions.

B. Holidays for FY 2012 for uniformed Fire and Police Employees are subject to the Fire and Police Employee Relations Act, and shall be in accordance with their respective negotiated Collective Bargaining Agreements.



- C. Uniformed Fire Department personnel will accrue a 13th holiday, designated as the September 11<sup>th</sup> Holiday in compliance with Texas Local Government Code, Section 142.0013. Since September 11<sup>th</sup> is not a City Holiday, this accrual shall be used in accordance with Fire Department policy.

## **SECTION 12. Employee Compensation.**

The FY 2012 pay plan, as set forth in Attachment XLIV, is hereby approved. The following increases are hereby authorized as adjustments to certain employees' salaries as provided for below.

- A. **Uniformed Fire and Police Employees.** Compensation for Uniformed Fire and Police Employees shall be paid in accordance with the terms set forth in their respective Collective Bargaining Agreements.
- B. **Pay Increases for City Council Appointees.** Appropriations for pay increases to potentially include Cost of Living Adjustments, performance pay and deferred compensation matching contribution for City Council appointees, including the City Clerk, City Auditor and Municipal Court Judges, are included in the FY 2012 Budget.
- C. **Cost of Living Adjustment for regular full-time and part-time civilian employees.** Effective October 1, 2011, all regular full-time and part-time civilian employees will receive a 2.42% Cost of Living Adjustment (COLA) increase, except for members of the Executive Team (whose pay is stipulated in Section 12.D. of this Ordinance); City Manager, City Clerk, City Auditor, Municipal Court Judges (whose pay is stipulated in Sections 12.B. and 12.H. of this Ordinance); Uniformed Fire and Police employees (whose pay is stipulated in Section 12.A. of this Ordinance); and temporary employees. Pay Plan ranges for full-time and part-time jobs will be adjusted by 2.42%, accordingly.
- D. **Cost of Living Adjustment and Performance Pay for civilian members of the Executive Team.** Civilian members of the Executive Team, except for the City Manager, City Clerk, City Auditor and Municipal Court Judges (whose pay is stipulated in Sections 12.B and 12.H of this Ordinance), will receive a 1% COLA increase effective October 1, 2011, and are eligible to receive salary increases based on performance, as lump sums, in FY 2012. Additionally, effective January 1, 2012, at the City Manager's discretion, a deferred compensation matching contribution of up to 1% of base salary may be implemented. The deferred compensation match by the City is contingent upon the civilian member of the Executive Team contributing up to 1% to an eligible deferred compensation plan.
- E. **Performance Pay for Civilian Professional and Managerial Employees.** Effective January 1, 2012, all regular full-time civilian professional and managerial employees in open range structures (Pay Plan C and D, Attachment XLIV) will be eligible to receive increases in salary based on performance.
- F. **City's Living Wage.** Effective October 1, 2011, the City's Living Wage will increase from \$10.60 to \$10.75 per hour for all full-time and part-time civilian employees.

**G. Civilian Pay Plan Implementation.** The fifth phase of a six-year implementation of the Pay Plan’s re-design shall take effect January 1, 2012, resulting in step increases for eligible full-time civilian employees in step-based structures (Pay Plans A and B, Attachment XLIV). Peace Officers will be included within this Pay Plan implementation.

Years of Services	Step of Range
10 years or more	Maximum Step in Range (Step 10 in each range)
Eight to nine	Step 8
Six to seven	Step 6
Four to five	Step 4
Two to three	Step 2

The following employees are not eligible for the Step Pay Plan-related pay increases in accordance with this Ordinance: City Council Appointees, Uniformed Fire and Police employees; part-time employees; temporary employees; employees in professional, managerial, or executive pay plans; and employees with salaries already above the indicated fifth phase step or maximum of the range.

**H. City Manager’s Compensation.** The City Manager’s compensation shall be paid in accordance with the terms set forth in Ordinance No. 2008-12-11-1177, and any future amendments approved by subsequent ordinance(s).

**I. Additional Pay Plan Changes.** Additional changes to the Pay Plan and individual salaries are authorized to be made by the City Manager during the fiscal year. These changes may include, but are not limited to; job classification title additions, deletions or amendments, reclassifications, salary increases, and salary range adjustments, provided no additional appropriations are required.

**SECTION 13. Employee Health Benefits.**

The City Manager, or her designee, is authorized to amend the City Employee Health Benefits Plan and set premiums for employee and dependent coverage, provided sufficient funds are appropriated by City Council.

Effective January 1, 2012, the health care coverage plan and premiums for all full-time civilian City Employees are as provided below:

**A. Health care coverage for civilian City Employees hired before January 1, 2009.** Health care coverage for all participating full-time civilian City Employees hired before January 1, 2009 will include three medical plan options, designed to maximize choices in selection of healthcare coverage. The options include three PPO medical plan options, with varying deductibles, copayments and coinsurance limits, as shown in Attachment XLV. The cost sharing will be approximately 80% / 20%, with the City funding 80% of the overall cost.

- B. Health care coverage for civilian City Employees hired after January 1, 2009.** Health care coverage for all participating full-time civilian City Employees hired after January 1, 2009, will include three medical plan options, designed to maximize choices in selection of healthcare coverage. The options include three PPO medical plan options, with varying deductibles, copayments and coinsurance limits, as shown in Attachment XLV. The cost-sharing will be approximately 70% / 30%, with the City funding 70% of the overall cost.
- C. Domestic Partner Coverage.** Effective January 1, 2012, the health care coverage for all plan participants may include coverage for the domestic partner of any such plan participant. The City Council hereby appropriates funds necessary and sufficient to provide this coverage consistent with the appropriation in the FY 2012 Budget. A plan participant electing this coverage is required to provide documentation, including an affidavit, as required by the City prior to the commencement of such coverage.

#### **SECTION 14. Retiree Health Care Contributions and Other Compensation.**

The City Manager, or her designee, is authorized to amend the Retiree Health Benefits Plan and set premiums for retiree and dependent coverage, so long as sufficient funds are appropriated by City Council.

- A. Non-Medicare eligible retirees.** Health care coverage for all non-Medicare eligible retirees includes the same three medical plans offered to City of San Antonio civilian active employees. Cost sharing for retirees employed with the City before October 1, 2007, will be approximately 67%/33% contribution split, with the City contributing 67% of the overall cost toward healthcare coverage as shown in Attachment XLVI.

Retirees employed by the City on or after October 1, 2007 must have a minimum of 5 years of City service to be eligible for retiree medical benefits. For those who become eligible for participation in the health benefits plan, the City will pay a subsidy based on years of service as follows:

- For employees hired by the City on October 1, 2007 or after and who work for the City for at least five (5) years, but less than ten years, the City will only make retiree health care available, but will not provide a subsidy;
- For employees hired by the City on October 1, 2007 or after and who work for the City at least ten (10) years, the City will subsidize retiree health care at 50%; and
- For current retirees and employees who are employed on or before September 30, 2007, the City will continue to subsidize the retiree health plan at 67%.

- B. Medicare eligible retirees.** Health care coverage for all Medicare eligible civilian retirees will be through a fully-insured Medicare Advantage program provided by Humana, Inc. Cost sharing for retirees employed with the City before October 1, 2007, will be approximately 67%/33% contribution split, with the City contributing 67% of the overall cost toward healthcare coverage as shown in Attachment XLVI.

Retirees employed by the City on or after October 1, 2007 must have a minimum of 5 years of City service to be eligible for retiree medical benefits. For those who become eligible for participation in the health benefits plan, the City will pay a subsidy based on years of service as follows:

- For employees hired by the City on October 1, 2007 or after and who work for the City for at least five (5) years, but less than ten years, the City will only make retiree health care available, but will not provide a subsidy;
- For employees hired by the City on October 1, 2007 or after and who work for the City at least ten (10) years, the City will subsidize retiree health care at 50%; and
- For current retirees and employees who are employed on or before September 30, 2007, the City will continue to subsidize the retiree health plan at 67%.

**SECTION 15. TMRS - One-time Annuity Increase.**

- A. On the terms and conditions set out in Sections 854.203 and 853.404 of Subtitle G of Title 8, Texas Government Code, as amended, the City hereby elects to allow and to provide for payment of the increases provided for in this Section in monthly benefits payable by the Texas Municipal Retirement System ("System") to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.
- B. The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 70% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.
- C. An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.
- D. If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.
- E. The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Municipality Accumulation Fund of the System.
- F. Subject to approval by the Board of Trustees of the System, this Section shall become effective on the 1st day of January 2012.

**SECTION 16. TMRS Contribution Rate.**

The City hereby elects to enact contribution rates in the amount of 10.05% effective October 1, 2011 and 10.25% effective January 1, 2012 for the Texas Municipal Retirement System plan for all active full time employees and retirees. The City Manager, the Chief Financial Officer, or their respective designees, are

hereby authorized to execute any and all documents and take all necessary actions to effectuate said contribution rate.

**SECTION 17. Personnel Positions.**

- A. The number of City-funded personnel positions (excluding grant funded positions) in all City-funded Departments shall not exceed the total number by indicated fund, as set forth in Attachment XLVII, unless authorized by subsequent ordinance(s).
- B. Any positions in any Departments, Divisions, Sections, Offices, or Programs which have been funded in previous budgets, but are not contained in the FY 2012 Budget Document are hereby abolished.
- C. **October 1, 2011 Police Uniformed Positions.** Effective October 1, 2011, the number of uniformed Police positions for FY 2012 is fixed by fund and rank as follows, which includes the creation of one Deputy Chief within the General Fund:

Rank	General Fund	Grant Funds	Total
Police Officer	1,569	50	1,619
Police Detective-Investigator	430	13	443
Police Sergeant	233	3	236
Police Lieutenant	48	1	49
Police Captain	19	0	19
Deputy Chief	6	0	6
Assistant Chief	2	0	2
Police Chief	1	0	1
<b>Total</b>	<b>2,308</b>	<b>67</b>	<b>2,375</b>

- D. **January 1, 2012 Police Uniformed Positions.** Effective January 1, 2012, the number of uniformed Police positions for FY 2012 is fixed by fund and rank as follows, which includes the abolishment of 33 Police Officer position and the creation of 33 Police Detective-Investigator positions:

Rank	General Fund	Grant Funds	Total
Police Officer	1,536	50	1,586
Police Detective-Investigator	463	13	476
Police Sergeant	233	3	236
Police Lieutenant	48	1	49
Police Captain	19	0	19
Deputy Chief	6	0	6
Assistant Chief	2	0	2
Police Chief	1	0	1
<b>Total</b>	<b>2,308</b>	<b>67</b>	<b>2,375</b>

E. **Fire Uniformed Positions.** Effective October 1, 2011, through September 30, 2012, the number of uniformed Fire positions is fixed by fund and rank as follows, which includes the creation of 1 Deputy Chief within the General Fund:

Rank	General Fund	Aviation Fund	Total
Firefighter	630	15	645
Fire Apparatus Operator	683	12	695
Lieutenant	160	2	162
Captain	111	2	113
District Chief	33	0	33
Assistant Chief	6	0	6
Deputy Chief	3	0	3
Fire Chief	1	0	1
<b>Total</b>	<b>1,627</b>	<b>31</b>	<b>1,658</b>

F. By adoption of this Ordinance, City Council does not intend to alter or amend the powers or authority granted by the City Charter to otherwise make personnel decisions and to take personnel action.

**SECTION 18. FY 2012 – FY 2017 Capital Improvements Program.**

The expenditure of FY 2012 through FY 2017 Capital Improvements Program Funds, as set forth in Attachment I as amended by Attachment II, is hereby approved.

The budgets for capital projects listed in Attachment XLVIII are hereby appropriated consistent with the Six Year FY 2012 - FY 2017 Capital Improvements Program. Should any project within the Capital Improvement Program be funded by bond proceeds, the appropriation of the proceeds of each future year beyond FY 2012 are contingent upon the sale of such issuance, the sale of which is subject to approval through the adoption of subsequent ordinances(s) and receipt of funds therefrom.

**SECTION 19. Recovery of Expenditures Associated with Capital Programs.**

The Finance Department's FY 2012 financial administrative expenses related to the City's Capital Improvements Programs are authorized to be charged on a monthly basis directly to capital programs based on cost summary reports prepared by the Finance Department.

**SECTION 20. Five-Year Infrastructure Management Program.**

The Five-Year Infrastructure Management Program for FY 2012 – FY 2016 (Street Maintenance, Alley Maintenance, Drainage Maintenance, Sidewalks, Traffic Signals, Pavement Markings, and Advanced Transportation District Improvements), its base funding level for FY 2012, and its associated policies, are hereby approved as part of the FY 2012 Budget as set forth in Attachment XLIX.

**SECTION 21. Budget Document Filing.**

The City Manager shall cause the FY 2012 Budget and a copy of this Ordinance to be filed with the City Clerk and the County Clerk of Bexar County, as required by the City Charter and the Texas Local Government Code.

**SECTION 22. Conflict Provisions.**

Any discrepancy between this Ordinance and Attachments I through Attachment XLIX shall be resolved in favor of this Ordinance. Any conflict between this Ordinance and any prior ordinances shall be resolved in favor of this Ordinance.

**SECTION 23. Ethics Disclosure.**

Section 2-59 of the City Code of San Antonio, Texas (Ethics Code) requires all individuals and business entities seeking a discretionary contract from the City to disclose certain information in connection with the proposal.

For those agencies in Section 6 that receive funding through a discretionary contract which have not complied with the disclosure requirements set out in Section 2-59 of the Ethics Code, funds will be appropriated through this Ordinance but not considered for expenditure until such time as the agency has fully complied with the disclosure requirements. In the event of such noncompliance, authority to execute the respective contract shall be granted through subsequent ordinance.

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**SECTION 24. Headings.**

The heading of any Section of this Ordinance does not limit or expand the meaning of that Section.

**SECTION 25. Effective Date.**

Except as otherwise provided above, this Ordinance shall take effect on October 1, 2011.

***PASSED AND APPROVED THIS 15<sup>TH</sup> DAY OF SEPTEMBER, 2011.***




M A Y O R  
Julián Castro

**ATTEST:**



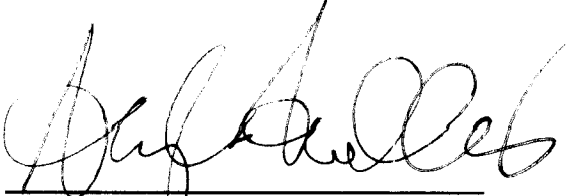
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



Michael D. Bernard, City Attorney

**APPROVED AS TO FUND:**



Sheryl Sculley, City Manager



<b>Agenda Item:</b>	A						
<b>Date:</b>	09/15/2011						
<b>Time:</b>	01:22:48 PM						
<b>Vote Type:</b>	Other: exclude SA Fighting Back						
<b>Description:</b>	An Ordinance adopting the Annual Consolidated Operating and Capital budgets for the City of San Antonio for the Fiscal Year (FY) 2012; approving the projects included in the FY 2012–FY 2016 5-Year Infrastructure Management Plan; approving the FY 2012–FY 2017 6-Year Capital Improvements Program for the City of San Antonio; authorizing personnel complements; and appropriating funds.						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5			x			
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9			x			
Carlton Soules	District 10			x			

<b>Agenda Item:</b>	A						
<b>Date:</b>	09/15/2011						
<b>Time:</b>	01:22:11 PM						
<b>Vote Type:</b>	Other: To Fund SA Fighting Back						
<b>Description:</b>	An Ordinance adopting the Annual Consolidated Operating and Capital budgets for the City of San Antonio for the Fiscal Year (FY) 2012; approving the projects included in the FY 2012–FY 2016 5-Year Infrastructure Management Plan; approving the FY 2012–FY 2017 6-Year Capital Improvements Program for the City of San Antonio; authorizing personnel complements; and appropriating funds.						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x			x	
Jennifer V. Ramos	District 3				x		
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

<b>Agenda Item:</b>	A						
<b>Date:</b>	09/15/2011						
<b>Time:</b>	01:20:53 PM						
<b>Vote Type:</b>	Other: Excl Dom Part Ben&SAFight Back						
<b>Description:</b>	An Ordinance adopting the Annual Consolidated Operating and Capital budgets for the City of San Antonio for the Fiscal Year (FY) 2012; approving the projects included in the FY 2012–FY 2016 5-Year Infrastructure Management Plan; approving the FY 2012–FY 2017 6-Year Capital Improvements Program for the City of San Antonio; authorizing personnel complements; and appropriating funds.						
<b>Result:</b>	Failed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor			x			
Diego Bernal	District 1			x			
Ivy R. Taylor	District 2			x			
Jennifer V. Ramos	District 3			x			
Rey Saldaña	District 4			x			
David Medina Jr.	District 5		x				
Ray Lopez	District 6			x			
Cris Medina	District 7			x			
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x			x	
Carlton Soules	District 10		x				x

# Attachment I

*City of San Antonio, Texas*



Proposed Annual  
Operating and Capital Budget  
Fiscal Year 2012

# CITY OF SAN ANTONIO PROPOSED ANNUAL OPERATING AND CAPITAL BUDGET

FISCAL YEAR 2012



**CITY MANAGER  
SHERYL SCULLEY**

**PREPARED BY:  
OFFICE OF MANAGEMENT AND BUDGET**

**MARIA D. VILLAGÓMEZ, CPA, DIRECTOR  
JOSEPH ANGELO, ASSISTANT DIRECTOR  
JUSTINA TATE, INTERIM ASSISTANT DIRECTOR**

ANA BRADSHAW	ZACHERY W. KUENTZ	VICTORIA ROEDER
MANNY ESPINO	PHIL LANEY	TODD SHERMAN
DARREK FERRELL	BRIAN LARSON	EDWARD TAPIA
HOLLY FRINDELL	BRYAN LAYTON	RAUL TORRES
RYAN HENDRICKS	HEBER LEFGREN	JESSICA TREVIÑO
CATHERINE HERNANDEZ	RYAN LUCKETT	TAD G. WILLE
MATTHEW HOBSON	ANGELA RAMIREZ	ROBERT YOUNG
JOEL JENKS	LUCY RODRIGUEZ	

# CITY OF SAN ANTONIO

## MAYOR AND COUNCIL

**JULIÁN CASTRO**  
*Mayor*

**DIEGO BERNAL**  
*District 1*

**IVY R. TAYLOR**  
*District 2*

**JENNIFER V. RAMOS**  
*District 3*

**REY SALDAÑA**  
*District 4*

**DAVID MEDINA, JR.**  
*District 5*

**RAY LOPEZ**  
*District 6*

**CRIS MEDINA**  
*District 7*

**W. REED WILLIAMS**  
*District 8*

**ELISA CHAN**  
*District 9*

**CARLTON SOULES**  
*District 10*

## OFFICE OF THE CITY MANAGER

**SHERYL L. SCULLEY**  
*City Manager*

**PAT DIGIOVANNI**  
*Deputy City Manager*

**A. J. RODRIGUEZ**  
*Deputy City Manager*

**T.C. BROADNAX**  
*Assistant City Manager*

**SHARON DE LA GARZA**  
*Assistant City Manager*

**ERIK J. WALSH**  
*Assistant City Manager*

**PETER ZANONI**  
*Assistant City Manager*

**BEN GORZELL, CPA**  
*Chief Financial Officer*

**EDWARD BENAVIDES**  
*Chief of Staff*

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# CITY OF SAN ANTONIO

P O BOX 839966  
SAN ANTONIO, TEXAS 78283-3966

August 11, 2011

To the Honorable Mayor and City Council:

I am pleased to provide you the Proposed Budget for Fiscal Year 2012. The Budget is balanced and focuses on the City's core services, addresses City Council budget priorities, and community needs while maintaining financial strength despite the challenges presented by the current national and economic environment. The Proposed Budget aligns our spending plan with SA 2020 goals.

The Proposed Consolidated Annual Budget, comprised of all funds excluding transfers, totals \$2.2 billion, a reduction of 7% from FY 2011, with operating expenditures totaling \$1.6 billion and the FY 2012 capital program totaling \$565 million. Within the operating expenditures for FY 2012, General Fund expenditures total \$946 million. Consistent with City Council policy direction, the Proposed Budget maintains the current City Property Tax rate in FY 2012. The Proposed Budget also holds the City's financial reserves at 9% of General Fund appropriations. A reserve for two-year balanced budget of \$21 million is achieved in part with updated revenue projections, FY 2012 reductions, and other budget strategies to address the FY 2013 General Fund deficit from a projected \$78 million to \$38 million today.

## **A SMARTER AND MORE EFFICIENT GOVERNMENT**

The FY 2012 Proposed Budget demonstrates how smarter, more efficient government can provide additional investment in key City services. The Proposed Budget identifies approximately \$24 million in savings as a result of key structural and organizational changes and investments in technology. The identified savings and efficiencies will allow the City to invest in City services and meet the challenges presented by the unstable economy. Of this \$24 million, \$12.6 million is a result of administrative reductions due to identified operational efficiencies. These savings result from comprehensive reviews recently completed within the City's Fleet Services Maintenance Division, department consolidations and facilities review, shared services, and other departmental efficiencies. Additional savings in the FY 2012 Budget include technology efficiencies resulting in \$4 million in savings. The Budget also includes savings from changes to the employee health plan and reforms to the Texas Municipal Retirement System resulting in a decrease in the City's contribution to employee retirement while maintaining member, retiree, and beneficiary benefits.

Efficiencies realized in the FY 2012 Budget allow for additional investment in a variety of services designed to meet the challenges of our growing City. The Budget invests \$16.1 million in General Fund improvements focused on service priorities critical to the community such as Public Safety, Street Maintenance, Libraries, Education, Animal Care, Neighborhood Code Enforcement, and Economic Development.

## **VISION FOR SAN ANTONIO – SA 2020**

Planning for a vibrant future for San Antonio with community-wide input is a high priority for City leaders. Beginning in September of last year, residents and community partners came together to begin a dialogue sharing goals and ideas that would shape a strong San Antonio. This collaborative effort, spearheaded by Mayor Castro, rallied around a new vision of San Antonio: "Big City, Small Town." The FY 2012 Budget seizes upon those efforts and aligns the spending plan with SA 2020 by investing in core City services to provide an enhanced quality of life. The Budget adds resources for youth initiatives including college scholarships and very early childhood services. Education is addressed in the budget by allocating resources to the library system to update computers, provide tutoring services, additional books and other materials, and an expanded Kinder-Readiness program. As a key element of SA 2020, the Budget includes resources to increase the City's capacity to incentivize job creation and investment.

**PUBLIC SAFETY**

The San Antonio Police and Fire Departments are dedicated to serving our community and keeping our families safe through proactive neighborhood policing and the teamwork of our City's emergency responders. The Proposed Budget increases the number of officers on patrol by civilianizing and moving 17 positions in the Communications Division to the patrol and narcotics units and sets aside funds for the City's contribution towards a Community Oriented Policing Services (COPS) Grant that, if awarded, would add 25 additional Police Officers (with decision expected in September 2011). The Budget adds four emergency vehicle technicians and one support position for the Fire Department to improve maintenance of emergency vehicles. Additionally, the Fire Department will improve its administrative support through the addition of two management analysts as well as improved software for the Department's Payroll Division.

**STREET MAINTENANCE**

The City continues to invest in our local infrastructure in an effort to meet the needs of a growing city. Street maintenance programs improve mobility and street surfaces throughout the community. In FY 2012, the Budget redirects \$1.8 million dollars to augment the pavement preservation program by 17 miles. An additional \$6 million in Advanced Transportation District (ATD) funds also are included for sidewalk improvements in FY 2012.

**ANIMAL CARE SERVICES**

Improvements in Animal Care Services, totaling \$1.2 million, support a community-wide initiative to reduce the number of stray animals, enhance animal control, and to increase the live release rate for treatable and healthy animals. Three dispatchers will be added in order to increase the availability of Animal Control Officers and provide more effective response to resident complaints. The Budget also includes additional animal care attendants and veterinary support to expand operations at the Brooks Kennel Facility. The Budget adds \$250,000 to maintain funding for low cost spay and neuter surgeries and funds a new licensing program awareness campaign in targeted areas having large numbers of strays. Included in the Capital Budget is \$2.1 million for the completion of the Brackenridge Adoption Center and \$300,000 for the design of addition kennels at the Animal Care Facility on Highway 151.

**LIBRARIES & EDUCATION**

An additional investment of \$1.6 million into the City's Library operations will allow for more books and materials, new patron computers, and full-year funding of operations and staffing at the recently opened Parman and Mission Branch libraries. Also included is \$2.0 million for deferred maintenance for the City's libraries funded with capital and operating resources. Since 2007, the City has budgeted over \$27 million to construct new libraries and maintain existing libraries.

The Proposed Budget includes additional resources to increase educational services provided by the City. In FY 2012, the Proposed Budget includes funding to add an Education Coordinator position to coordinate education policy planning and development between the City and external agencies. Additionally, in the final phase of a three-year plan, City funded San Antonio Education Partnership (SAEP) overhead administrative costs will be redirected to college scholarships as incentives to encourage college completion. Resources also are added to support the coordination of SA 2020 data collection and analysis.

**ECONOMIC DEVELOPMENT**

The City is actively engaged in efforts to revitalize downtown and Central City neighborhoods and support development opportunities for local companies. The Budget adds \$4 million to stimulate development and investment, create new jobs, and retain, expand, and attract new business to San Antonio. Another \$3 million targets Central City neighborhoods to support economic development projects and stimulate investment. Additional resources are included for the development of a Brownfield Program to identify, inventory, clean and redevelop land previously used for industrial or commercial purposes.

**EMPLOYEE COMPENSATION**

The Proposed Budget recommends the continued implementation of a tenure-based Civilian Step Pay Plan for trades, maintenance, and clerical employees providing an average 5.5% increase for over 1,900

employees in FY 2012 (not including Cost of Living Adjustment). Since the implementation of the Pay Plan the City has allocated \$32 million toward civilian salary adjustments. Additionally, a Cost of Living Adjustment of 2.4% is included for all civilian employees and retired civilian employees and increases the Living Wage from \$10.60 to \$10.75. A 3% wage increase for uniformed Police personnel and 2.2% wage increase for uniformed Fire personnel under approved bargaining agreements as well as other contractual provisions are included in the Proposed Budget.

#### OTHER FUNDS SUMMARY

The Hotel Occupancy Tax is used to support tourism, convention activities, arts and cultural programming activities. Slight growth in the Tax is projected for the FY 2012 Budget for a total allocation of \$49 million. The Budget continues funding proportionally for History and Preservation at 15% of HOT revenues and Arts funding at 15% of HOT revenues. The balance, or 70% of the HOT revenues, is used to fund our Convention & Visitors Bureau, the Convention Center and Alamodome operations.

The Development Services Fund totaling \$24 million for FY 2012 supports the activities related to regulation of City development activity. A decrease in building permitting activity has impacted development revenues. This fund was established to contract and expand as development activity fluctuates. In FY 2011, commercial permitting activity remained flat over the FY 2010 Budget. This trend is projected to continue into FY 2012.

Solid waste collection services are supported by a monthly user fee that supports garbage pickup, recycling, brush collection and household hazardous waste collection. This monthly Solid Waste fee will increase by \$1.25 to enhance recycling opportunities for the community and reduce illegal dumping. The FY 2012 Budget totaling \$94 million adds a second bulky collection pickup and the first two of four planned new drop-off collection centers. At \$19.99, the total proposed monthly fee is still among the lowest in the state.

The City's Storm Water operations supports drainage and creekway maintenance, flood tunnel operations, river maintenance, street cleaning, engineering, and flood plain management. This program is funded by a monthly fee. No rate increase is included in the 2012 Proposed Budget that totals \$39 million.

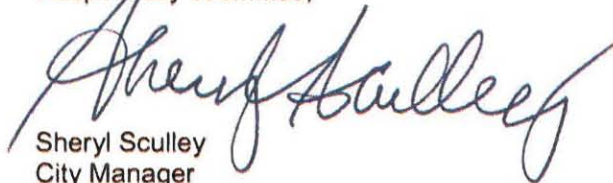
The FY 2012 Proposed Budget for the Aviation Fund is \$86.8 million and includes operating and maintenance budgets for both the San Antonio International Airport and Stinson Municipal Airport facilities. FY 2011 enplanements are estimated to be 4.1 million, representing an increase of 2.2% from FY 2010 total enplanements. FY 2012 projected enplanements are estimated to grow by 2.0% to 4.2 million.

#### CONCLUSION

The FY 2012 Proposed Budget represents a strong step forward in making City government smarter and more efficient. Despite a challenging economy, the budget is balanced, supports the goals and priorities of the Mayor and City Council, and provides residents an enhanced level of basic City services. Over the next few weeks, City staff will work closely with the Mayor and City Council to review major elements of the City's Proposed Budget in preparation for the FY 2012 Adopted Budget on September 15. The City will be hosting Community Budget Hearings in each City Council District to provide valuable information on the FY 2012 Proposed Budget and allow for feedback from the community.

The development of the Proposed Budget represents the culmination of extensive collaboration on the part of all City departments. I would like to express my appreciation to the City Council for providing valuable policy guidance during the FY 2012 Proposed Budget development process. I also would like to acknowledge the dedication and commitment of the Executive Leadership Team, Department Directors and the Office of Management & Budget in this effort.

Respectfully submitted,



Sheryl Sculley  
City Manager



# Budget Summary



# BUDGET SUMMARY

## Overview

The FY 2012 Proposed Budget continues the City's commitment to ensure that San Antonio residents are provided the opportunity to achieve both individual and community prosperity. City employees exemplify this commitment every day by preserving the beauty and integrity of our neighborhoods, providing safety for our families, fostering economic development, and offering rich cultural experiences for all to enjoy. Consistent with SA 2020, the FY 2012 Proposed Budget aligns the City's resources with key vision areas within the plan including community safety, education, and downtown development.

Service enhancements are recommended in the Proposed Budget to include funding for redirecting 17 police officers to neighborhood patrol, added street maintenance, improving animal care services, enhancing early childhood education, summer youth employment, college scholarships, and funding to stimulate job creation and job retention. The FY 2012 Proposed Budget maintains financial reserves at 9% of General Fund Appropriations to sustain the City's financial stability and to save money when financing voter approved bond programs.

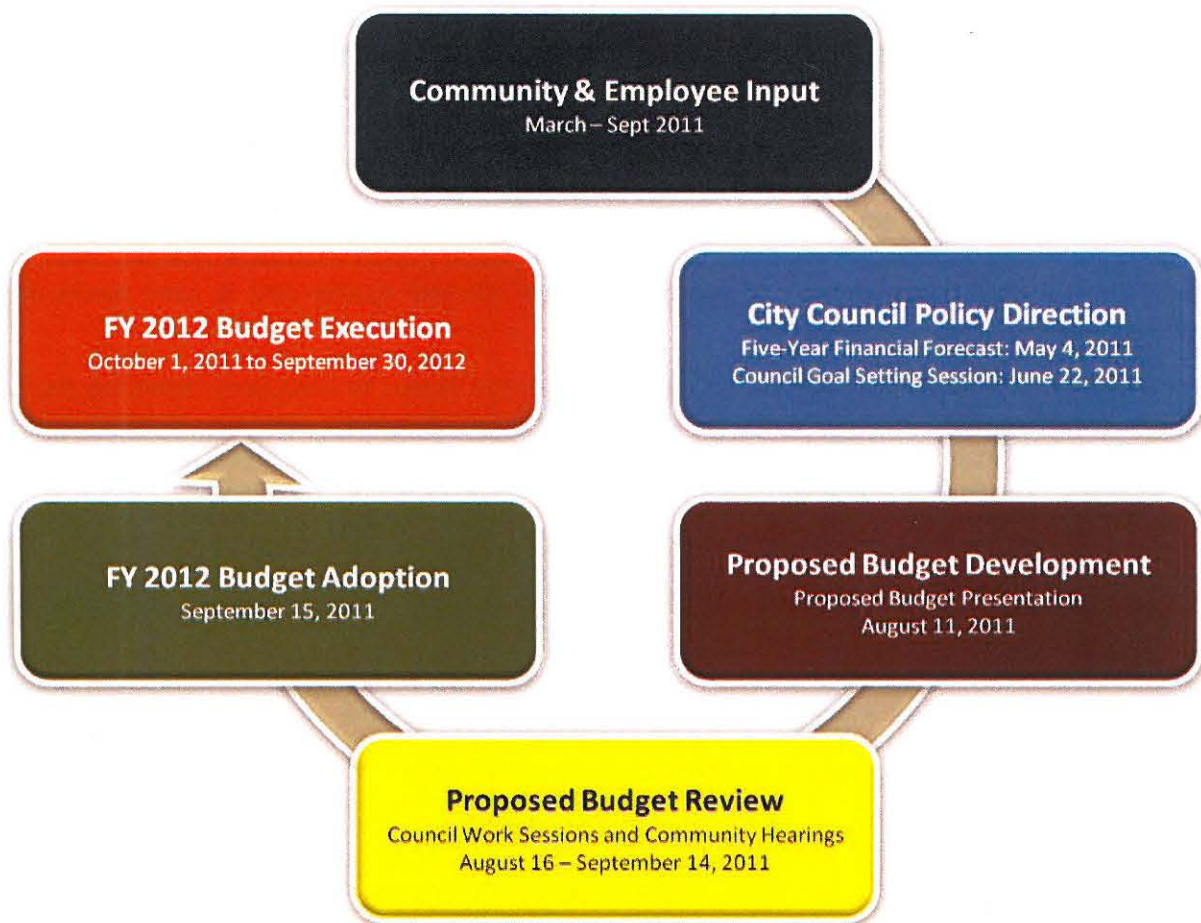
In addition, the FY 2012 Proposed Budget includes over \$24 million in reductions, achieved primarily through operational and technology efficiencies. The Budget Summary serves to highlight how the allocation of city financial, human, and capital resources are directed to achieve policy and service delivery goals. The Budget Summary is organized in the following manner:

### Budget Summary Outline

Section Title	Page
• BUDGET DEVELOPMENT STRATEGY	8
• FY 2012 PROPOSED CITY BUDGET (ALL FUNDS)	11
• TWO YEAR BALANCED BUDGET PLAN	12
• FINANCIAL STEWARDSHIP AND RESERVES	14
• MAJOR REVENUE AND REVENUE ADJUSTMENTS	16
• VISION FOR SAN ANTONIO – SA 2020	19
• GENERAL FUND SERVICE ENHANCEMENTS	20
• EMPLOYEE COMPENSATION AND BENEFITS	26
• GENERAL FUND REDUCTIONS & EFFICIENCIES	31
• CITY PERSONNEL LEVELS	38
• OTHER FUNDS SUMMARIES	39
• SIX-YEAR CAPITAL IMPROVEMENT PLAN SUMMARY	50

## Budget Development Strategy

The process of developing the FY 2012 Proposed Budget is a comprehensive effort that involves input from residents, the Mayor and City Council, outside governmental agencies and private organizations, all City departments and offices, and City employees. There are several major components to the process including the annual policy and goal-setting work sessions with the Mayor and City Council and a review of revenues and City services for enhancement or redirection of funds to more critical City services.

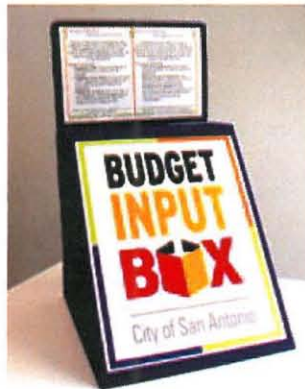


This year's budget process encouraged participation by residents and employees through two different initiatives. The Budget Input Box gave residents and employees the opportunity to offer their suggestions on how the City could increase efficiency, generate revenues, and improve service delivery. Budget staff distributed 200 Budget Input Boxes to various locations in the City, including public libraries, the lobbies of City offices, local Chambers of Commerce, and other venues. A link was also available on the City website for employees and residents to submit their suggestions electronically. Information and access for this initiative was provided in English and Spanish.

The following table represents significant suggestions currently implemented in departmental operations along with ideas that will be implemented within the FY 2012 Proposed Budget.

### Sample Budget Input Box Suggestions

Department	Budget Input Box Suggestions	Action Taken
Fleet Services	Install GPS Units in City Vehicles	In FY 2011, the City installed GPS units on all Solid Waste collection vehicles. City staff is now considering further implementation across the entire fleet.
Office of Management & Budget	Reduce the Number of Departments	A Department Consolidations initiative, led by the Office of Innovation & Reform, performed an assessment of the City's organizational structure and developing options for greater efficiencies. Those recommendations are included in the FY 2012 Proposed Budget.
Solid Waste Management	Provide additional bulky pickup	The FY 2012 Proposed Budget includes a second annual bulky pickup for solid waste customers.
Human Resources	Close Administrative City Offices for the Week Between Christmas and New Year's Day	In FY 2012, the City is proposing to close City Hall and City operations (excluding public safety and public health services) the week between Christmas and New Year's Day.



In addition to the Budget Input Box, the FY 2012 Frontline Employee Focus Group initiative provided employees an opportunity to collaboratively identify process improvements that could be considered during the development of the FY 2012 Proposed Budget. The goal of this initiative was to help identify ways that departments could gain overall efficiencies, generate new/additional revenues, and make effective changes in service delivery. Nineteen (19) departments were represented in three Frontline Employee Focus Group sessions held on July 7 and 8, 2011, and were coordinated by the Office of Management and Budget with assistance from the Human Resources Department. The sessions were focused on topical areas guided by pertinent discussion questions in order to yield more specific suggestions.

The following table presents an overview of FY 2012 Frontline Employee Focus results:

Session	Number of Participants	Number of Departments Represented	Number of Ideas Generated
Overall Efficiencies in Operations	16	4	52
Cost Strategies for Employee Benefits	14	10	48
Potentially Underutilized Facilities	22	11	67
<b>Overall</b>	<b>52</b>	<b>25</b>	<b>167</b>

Many ideas developed in the FY 2012 Frontline Employee Focus Group process have been implemented in FY 2011. Other ideas that were larger in scope and identified as quantifiable are being implemented in

FY 2012 budget process. The following tables represent significant ideas from the Frontline Employee Focus Group already implemented in departmental operations and ideas that will be implemented in the FY 2012 Proposed Budget.

**Sample Frontline Employee Focus Group Suggestions Already Implemented**

Department	Participant Suggestions Already Implemented
Development Services	Evaluate geographic routes for inspectors
Purchasing & General Services	Streamline the procurement process
Solid Waste Management	Provide free mulch to citizens

**Sample Frontline Employee Focus Group Suggestions  
to be Implemented in FY 2012**

Topic	Department	Participant Suggestions to be included in FY 2011
Identification of Potentially Underutilized Facilities	All Departments	Analyze use of department office spaces and facilities and identify efficiencies
Shared Services	Finance	Shared Services should be expanded to include contract management functions and should provide a comprehensive training program for employees in the new organizational structure
Improvements to Animal Care Services	Animal Care	Add more kennels to Animal Care Services facilities
Staffing for Vehicle Maintenance	Fire	Additional Vehicle Equipment Technicians

**Public Input on Budget Priorities** The City will hold Community Budget Hearings in all 10 City Council Districts from August 15 to August 29, 2011. In each community hearing, an explanatory video regarding the FY 2012 Proposed Budget will be presented and citizens will have the opportunity to direct questions to their City Council Representative and City Officials. These Community Budget Hearings provide the City with valuable feedback from residents and community groups. Additionally, the City will communicate the FY 2012 Proposed Budget to residents and City employees through brochures, newspaper inserts, and employee highlight pamphlets in Spanish and English.

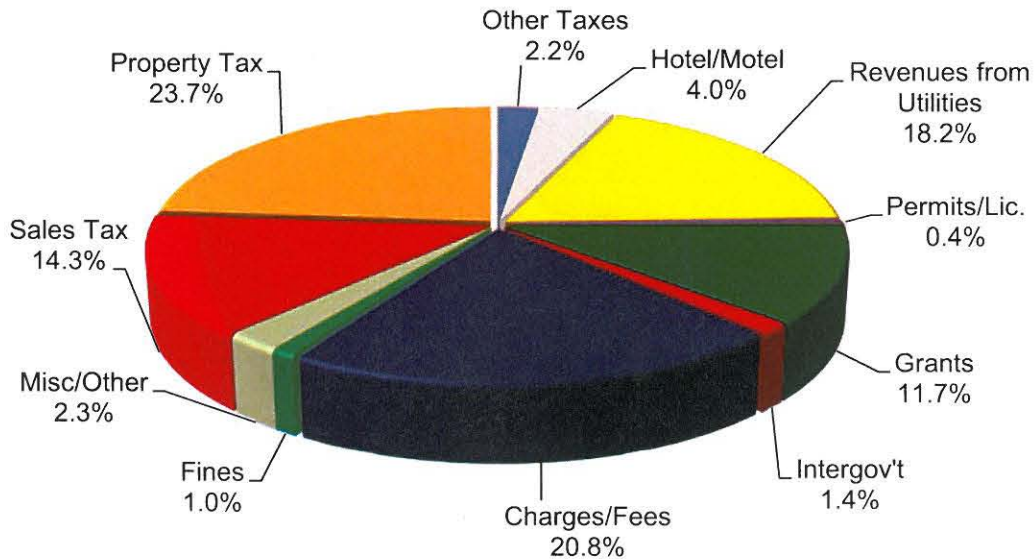


## FY 2012 Total City Budget (All Funds)

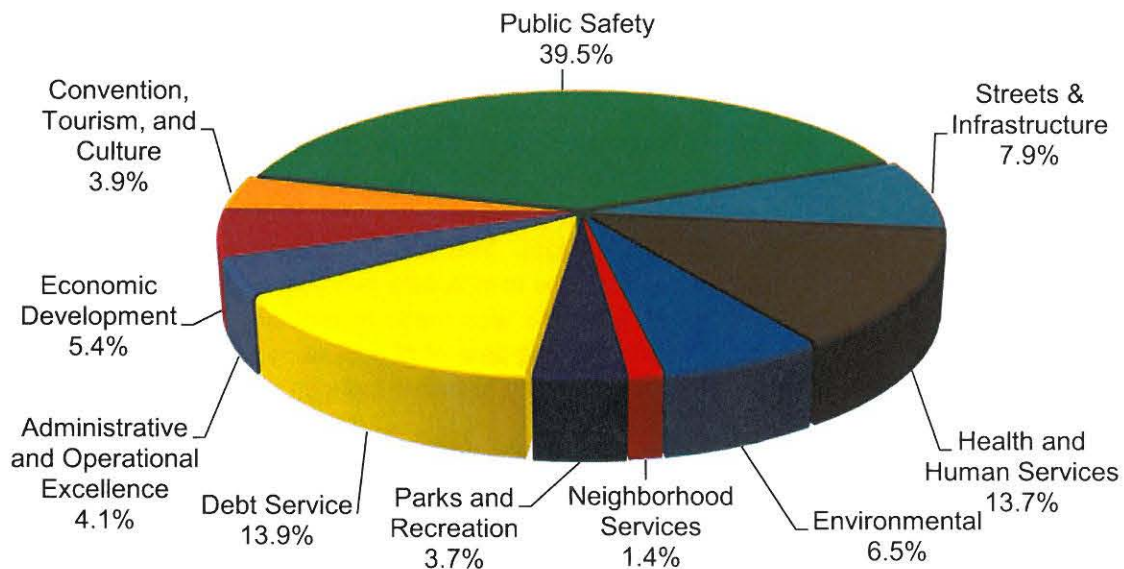
The FY 2012 Proposed Budget appropriation for **All Funds** is **\$2.21 billion**, excluding transfers of **\$223 million**. This amount includes **total operating expenses of \$1.65 billion** and **\$565 million in capital expenditures**. The following charts show projected operating revenues and adopted appropriations for all funds for FY 2012. These charts are followed by the General Fund chart that layers operating expenditures over major revenue categories.

### FY 2012 Proposed Consolidated Operating Budget

Revenues: \$1,646,428,985

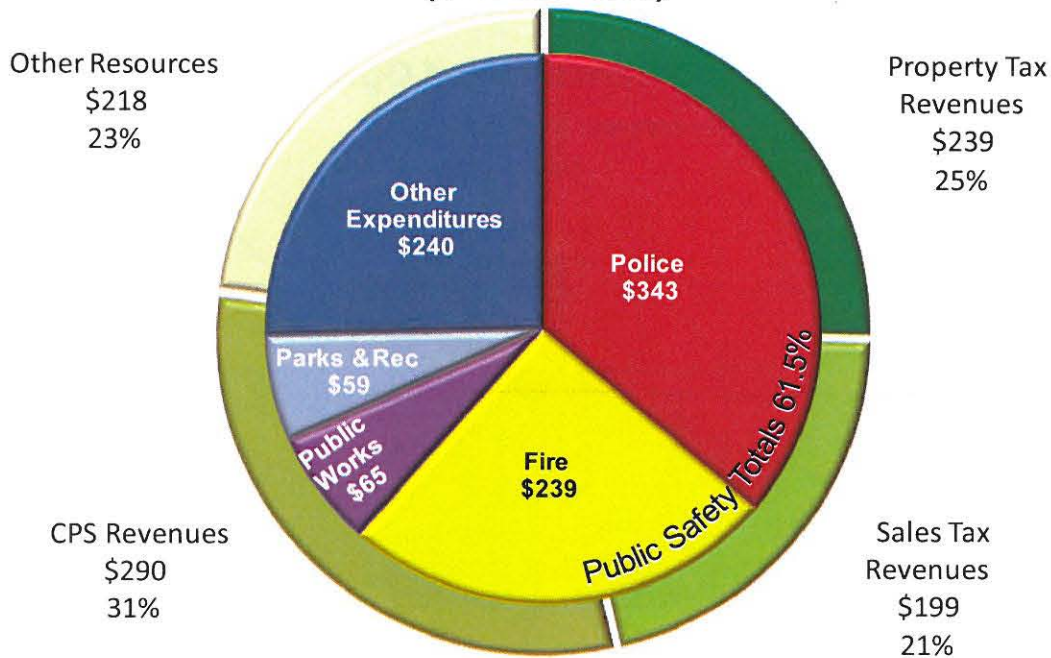


Service Delivery Expenditures: \$1,646,428,985



## FY 2012 Total General Fund Budget

### GENERAL FUND AVAILABLE RESOURCES DISTRIBUTED OVER MAJOR SPENDING AREAS (\$ in millions)



**FY 2012 TOTAL PROPOSED BUDGET: \$946 M**

## Two Year Budget Plan

With the adoption of the fiscal year 2007 budget, the City implemented the practice of a two-year balanced budget. When City Council adopted the fiscal year 2007 budget, they also approved recommendations that provided a balanced budget plan for fiscal year 2008. The City continued this practice through the adoption of the fiscal 2009 budget. With the adoption of the fiscal year 2010 and fiscal year 2011 budgets, the City modified this practice to include a two-year balanced budget with some flexibility in the second year. As such, while progress was made to reducing projected deficits in the second year, they were not completely eliminated at the time of budget adoption. These practices have provided for greater fiscal discipline and allowed the City to better manage its expenditures and service levels over multiple years.

The FY 2012 Proposed Budget sets aside \$21.1 million to mitigate projected budget challenges in FY 2013. In May 2011, the Five Year Financial Forecast presented to City Council projected a budget deficit of \$77.5 million in FY 2013. By proposing recurring reductions and managing recurring improvements, the anticipated FY 2013 General Fund deficit has been reduced to \$38.1 million.

The following table shows the Proposed FY 2012 Budget and the FY 2013 Budget Plan.

**Two-Year General Fund Budget Plan**  
-In Thousands-

	FY 2012 Budget	FY 2013 Plan
<b>Revenues</b>		
Beginning Balance (Excluding Budgeted Reserves)	\$ 74,894	\$ 0
Use of Reserve for Police Officers (Federal Stimulus)	0	2,250
Use of Reserve for Two-Year Budget Plan	0	21,075
Operating Revenue	895,269	904,738
<b>Total Revenue</b>	<b>\$ 970,164</b>	<b>\$ 928,063</b>
 <b>Expenditures</b>		
Service Delivery Costs	\$ 946,177	\$ 964,707
<b>Total Costs</b>	<b>946,177</b>	<b>964,707</b>
<b>Gross Ending Balance</b>	<b>\$ 23,987</b>	<b>\$ (36,644)</b>
 <b>Budgeted Financial Reserves</b>		
Reserve for 50 Police Officers (Federal Stimulus)	\$ 1,000	\$ 0
Added Budgeted Financial Reserves	1,912	1,496
Reserve for 2-Year Balanced Budget	21,075	0
<b>Net Ending Balance</b>	<b>\$ 0</b>	<b>\$ (38,140)</b>
<i>Budgeted Financial Reserves</i>	\$ 85,328	\$ 86,824
<i>% of General Fund Appropriations</i>	9%	9%

## **Financial Stewardship**

The City of San Antonio has a continued commitment to its residents to maintain the highest level of service through efficient and effective use of resources. That commitment is unwavering even in these challenging economic times.

One of the City's major financial management practices over the past five years has been to aggressively seek ways to realize cost savings by identifying efficiencies. The FY 2012 Budget cuts nearly \$24 million in lesser priority programs and inefficiencies. Those funds have been redirected to higher priority areas.

## **Financial Reserves**

The establishment and maintenance of appropriate budgeted financial reserves within the General Fund is critical to prudent financial management. Financial reserves provide budgetary flexibility for unexpected events, financial emergencies, and the usual fluctuation in revenue-expenditure patterns.

The Budgeted Financial Reserves will be utilized to meet one or more of the following events:

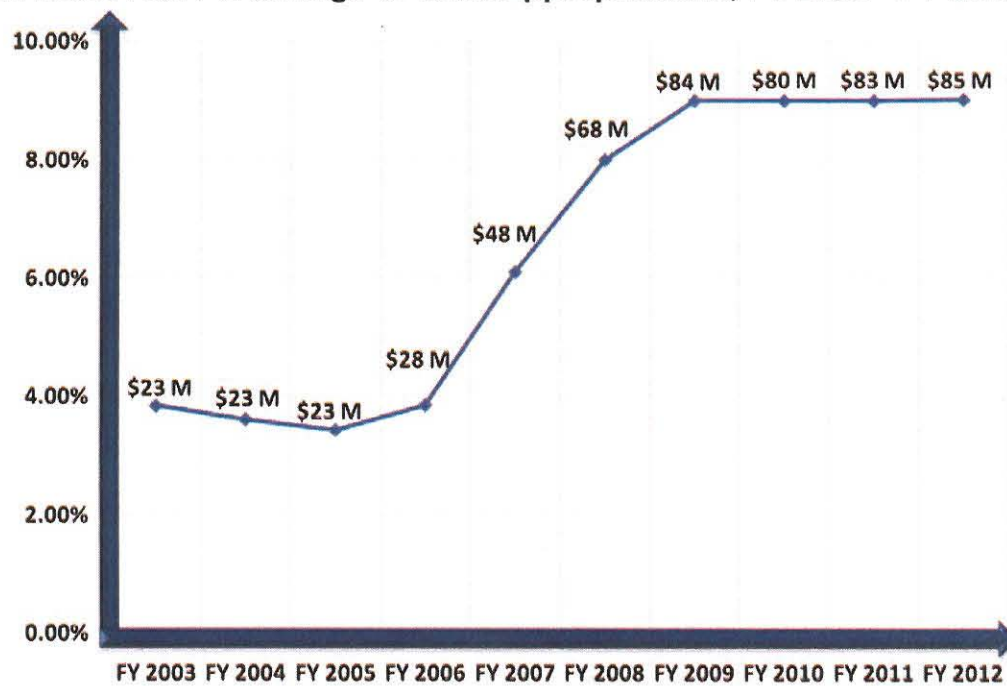
- Unforeseen operational or capital requirements which arise during the course of the fiscal year
- An unforeseen or extraordinary occurrence such as a natural disaster, catastrophic change in the City's financial position, or the occurrence of a similar event
- To assist the City in managing fluctuations in available General Fund resources from year to year in stabilizing the budget

The use of these funds will be authorized only after an analysis has been prepared by the City Manager and presented to the City Council that outlines the cost associated with the use of the financial reserve fund. The FY 2012 Proposed Budget maintains a 9% reserve of General Fund appropriations, or \$85.33 million. The City has achieved and maintained financial reserves of 9% of General Fund appropriations since FY 2009.

**10 Year History of Budgeted Financial Reserve Fund, FY 2003 – FY 2012**

Fiscal Year	Reserve Amount (\$ in millions)	Appropriations (\$ in millions)	Reserve as a % of Total Appropriations
FY 2012	\$85.33	\$946.18	9.00%
FY 2011	\$83.02	\$922.51	9.00%
FY 2010	\$79.69	\$885.40	9.00%
FY 2009	\$83.67	\$929.71	9.00%
FY 2008	\$68.17	\$852.54	8.00%
FY 2007	\$48.17	\$788.09	6.11%
FY 2006	\$28.10	\$728.12	3.86%
FY 2005	\$23.17	\$673.17	3.44%
FY 2004	\$23.17	\$639.44	3.62%
FY 2003	\$23.17	\$601.39	3.85%

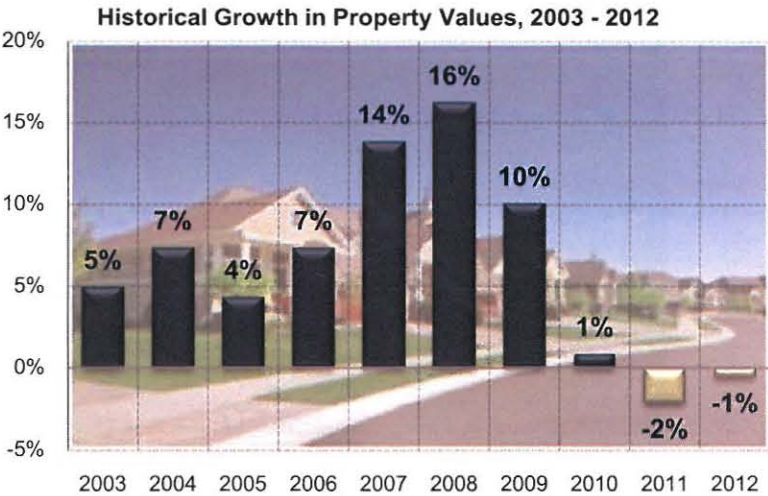
**Financial Reserves: Percentage of Total Appropriations, FY 2003 - FY 2012**



# Major Revenues and Revenue Adjustments

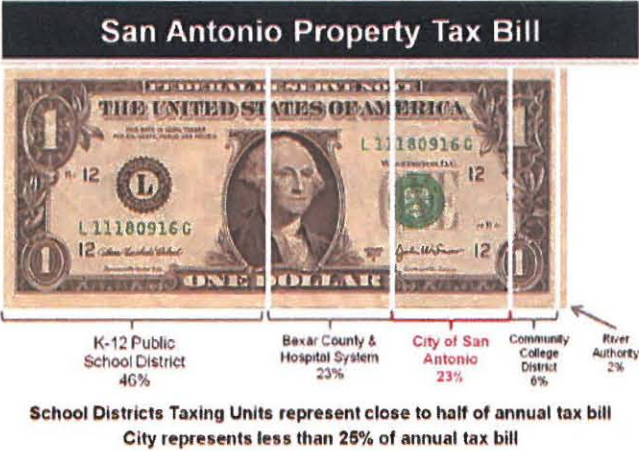
**Property Tax** No increase in the City's Property Tax rate of 56.569 cents per \$100 of valuation is included in the FY 2012 Proposed Budget. The Proposed Budget includes \$239.4 million in maintenance and operations support for the General Fund from Property Taxes.

In FY 2012, property values for existing properties decreased while new construction values increased. Total combined values (existing and new improvements) for the City of San Antonio, as reported by Bexar Appraisal District, show a decrease in net taxable value of approximately \$392 million, or 0.55% below last year. The FY 2012 Property Tax revenue includes an increase of \$0.8 billion for new improvements and a decrease in base valuation (existing properties) from last year by \$1.2 billion. The taxable value less new improvements yield the base valuation.

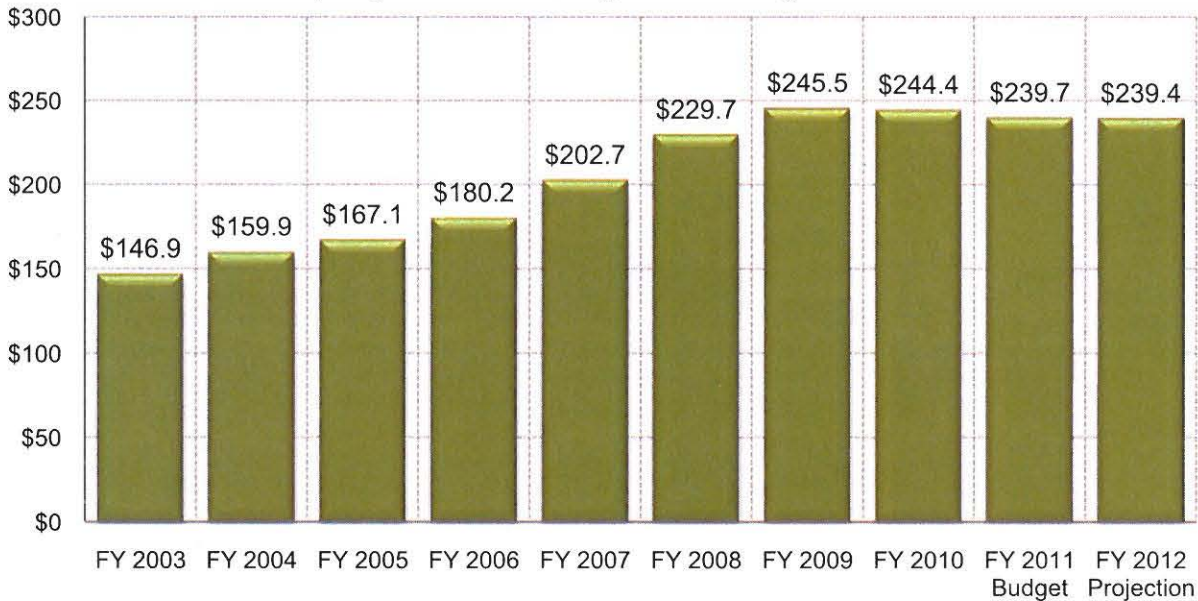


The City currently receives less than a quarter of the Property Tax proceeds that homeowners and commercial property owners pay annually. Nearly half of those proceeds are distributed to school districts, while the remaining amount is divided among Bexar County, Alamo Colleges, University Health System, and San Antonio River Authority.

The FY 2012 Proposed Budget reflects the City's continued commitment to providing targeted Property Tax relief. In FY 2012, the City will forego nearly \$30.5 million in Property Tax revenue from Senior and Disabled Homestead Exemptions and frozen City tax payments.

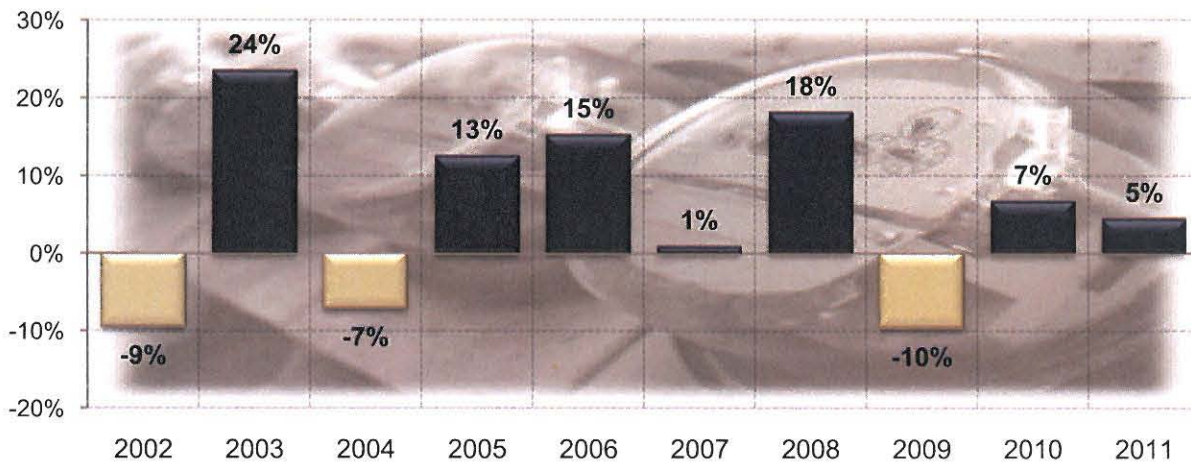


**Historical Property Tax Revenues (\$ in millions), FY 2003 – FY 2012**



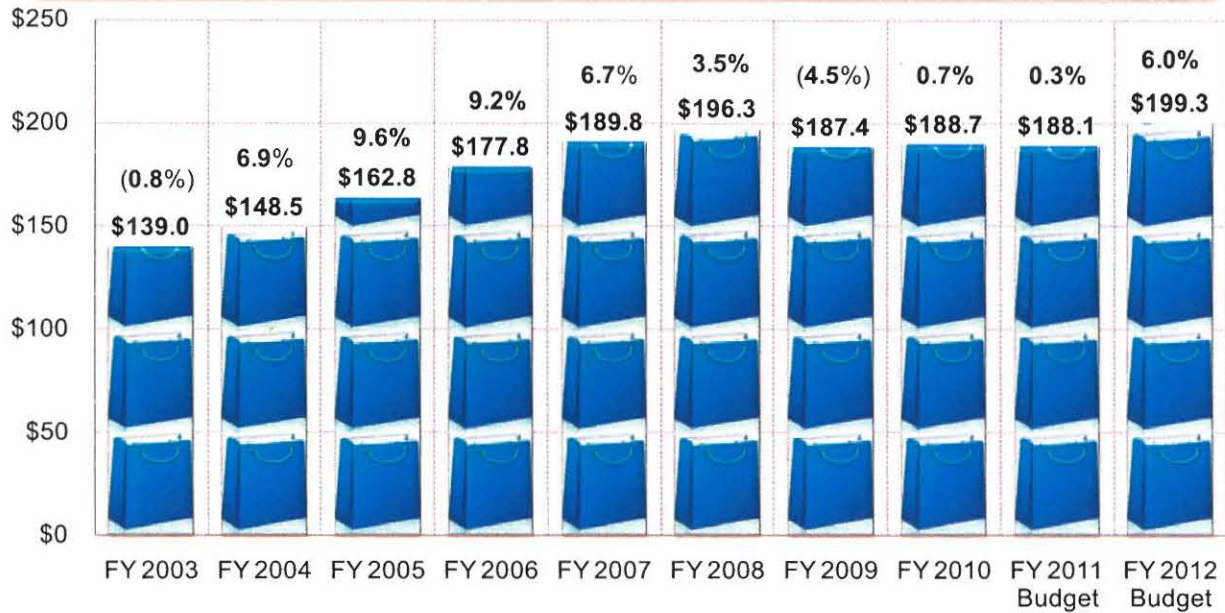
**CPS Energy Revenue** The City's payment from City Public Service (CPS) Energy represents the largest source of revenue to the General Fund. Fourteen percent of all CPS gas and electric customer revenue is paid to the City as a return on investment. The FY 2012 Proposed Budget includes CPS revenues in the amount of \$289.6 million. Revenues from CPS are one of the most difficult revenues to project. A number of variables can significantly impact CPS revenues; therefore, the City's payment can fluctuate significantly from year to year.

**CPS Energy Payment to City: % Change from Prior Year's Actual Payment**



**Sales Tax Revenue** The FY 2012 Proposed Budget includes Sales Tax revenue in the amount of \$199.3 million. Sales Tax is dependent on the condition of the local economy. From July 2010 to June 2011, the year over year increase in sales tax revenue averaged 6.5%. The FY 2012 Proposed Budget for Sales Tax revenue is projected to be 6.0% higher than the FY 2011 Adopted Budget.

**Historical Sales Tax Revenue (\$ in millions), FY 2003 – FY 2012**



**Revenue Adjustments** The FY 2012 Proposed General Fund Budget includes increases to several fees and charges for service. These new and adjusted revenue items total \$327,857. Revenue adjustment detail is provided in the **Revenue Detail** section of this document.

The policy direction regarding revenue enhancements focused on revenue changes impacting those who benefit from service (User Fees). The concept of cost recovery is to recover some or all of the costs associated with providing City services and programs while being mindful of the nature of the service provided, populations served, and the intended impact to the community. Included in the budget are adjustments to Fire/EMS Transport and Service Fees as well as establishing a new Tuberculosis test fee.



## Vision for San Antonio – SA 2020

Planning for a vibrant future for San Antonio with community-wide input is a high priority for City leaders. Beginning in September of 2010, residents and community partners came together to begin a dialogue sharing goals and ideas that would shape a strong San Antonio. This collaborative effort, spearheaded by Mayor Castro, rallied around a new vision of San Antonio: “Big City, Small Town.” The FY 2012 Budget seizes upon those efforts and aligns the spending plan with SA 2020 by investing in core city services to provide an enhanced quality of life. The following table illustrates how spending added within the FY 2012 Budget aligns with SA 2020.

<b>New Initiative in FY 2012 Budget</b> (Funded with General Fund Resources unless otherwise noted)	<b>Additional Funding</b>
<b>SA 2020 Vision Area: Education</b>	
• Adds resources for a summer youth employment program for participants to take part in career exploration and employment experience	500,000
• Redirects San Antonio Education Partnership overhead costs to fund scholarships for college completion	436,106
• Adds funding to expand service hours at the Molly Pruitt Library to 56 hours per week	150,000
• Expands Kinder-Readiness program by increasing visits to Head Start Centers, preschools and child care	150,000
• Adds funding to continue on-line one-on-one tutoring service for kindergarten through college preparation, as well as career and adult education services	75,000
• Redirects resources to fund Ambassador Program to attract first year college students to remain or return to San Antonio to live and work after graduation	100,000
• Adds Education Coordinator to enhance education programs and services City-wide	77,829
• Adds resources for San Antonio Education Partnership to fund Saturday workshop for families applying for financial aid for college	50,000
• Adds additional funding to Library budget for the purchase of additional books and other materials	250,000
<b>SA 2020 Vision Area: Family Well-Being</b>	
• Additional operation support for Very Early Childhood centers to provide additional support services to families and caregivers	200,000
• Adds Coordinator for the Project Worth program to enhance services to prevent teen pregnancy	49,088
<b>SA 2020 Vision Area: Government Accountability and Civic Engagement</b>	
• Adds SA 2020 accountability data center for collection, analysis, and reporting of SA 2020 metrics	160,000
<b>SA 2020 Vision Area: Downtown Development</b>	
• Adds additional \$1 million to support economic development targeted toward neighborhoods in the downtown area (total of \$3 million included in FY 2012 Budget)	1,000,000
• Adds staff and resources to manage, and oversee a Brownfields program to identify, inventory, and assist in the redevelopment efforts that support commercial and residential uses	72,308
<b>SA 2020 Vision Area: Health &amp; Fitness</b>	
• Extends pool hours at four City pools beyond the regular season of mid-June through mid-August	381,567
<b>SA 2020 Vision Area: Natural Resources &amp; Environmental Sustainability</b>	
• Provides resources for the continued implementation of the Mission Verde plan including green jobs training	100,000
• Provides additional funding to expand the Fiesta Verde recycling program at Fiesta events (funded with existing Solid Waste Fund resources)	300,000
<b>SA 2020 Vision Area: Neighborhoods &amp; Growth Management</b>	
• Adds resources for Westside Infrastructure Improvements as part of the Westside Initiative. Improvements funded with HOME Investment Partnership Grant funds (\$250K) and Certificates of Obligation (\$750K)	1,000,000
• Adds resources for Eastside Infrastructure Improvements as part of the Eastside Initiative. Improvements funded with HOME Investment Partnership Grant funds (\$250K) and Certificates of Obligation (\$750K)	1,000,000
<b>SA 2020 Vision Area: Arts &amp; Culture</b>	
• Adds resources for a survey to gather key indicators in arts and cultural areas (funded with HOT tax dollars dedicated to Arts programs)	35,000
<b>SA 2020 Vision Area: Transportation</b>	
• Expands Bike Share Program to include expansion in the downtown area and inner-city neighborhoods through existing partnerships (funded with ARRA Federal Stimulus resources)	403,522
<b>New Improvements in FY 2012 Budget aligned with SA 2020</b>	<b>6,490,420</b>

## General Fund Service Enhancements

The FY 2012 Proposed Budget focuses on service priorities critical to the community such as Police, Fire and Emergency Medical Services (EMS), Streets Maintenance, Neighborhood and Youth Services, Animal Care Services, and Center City Economic Development. In FY 2012, the City proposes to invest \$16.1 million in General Fund improvements.

### Police Protection

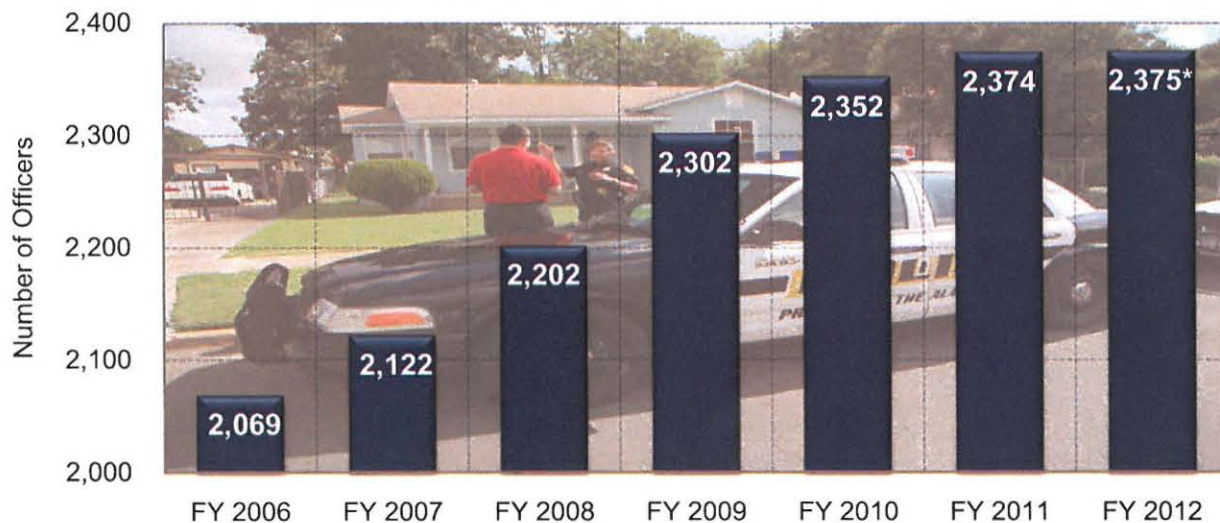


Police Protection is a key service priority that is critical to the well-being of the community. The FY 2012 Proposed Budget includes enhancements totaling \$1.5 million to redirect more police officers to neighborhood patrol and narcotics. Details regarding these improvements are provided below.

- To increase Police presence in the community and to reduce crime, approximately \$850,000 is added in the Proposed Budget to redirect more police officers to neighborhood patrol and narcotics from the Police Department's Communications Unit.
- In anticipation of receiving a Community Oriented Policing Services (COPS) grant from the U.S. Department of Justice, the FY 2012 Proposed Budget adds \$597,989 for an estimated 25 Police Officers for the City's contribution of the COPS grant. The grant application was submitted in May 2011 with an estimated award notification date of September 2011.
- The FY 2012 Proposed Budget includes funding for 1 new Helicopter Mechanic and 1 new Helicopter Mechanic Supervisor. Total cost in FY 2012 will be \$116,310. This improvement will enhance Helicopter maintenance operations.

The FY 2012 Proposed Budget increases the total number of Uniformed Police Officer positions to 2,375. As shown in the following graph, since FY 2006 the department has added 306 new Police Officer positions. Within this same time period, an additional 80 officers were re-deployed from administrative duties to neighborhood patrol for a total of 386 added to patrol duties during the past seven years. This graph does not include the approximately 25 Police Officers that might be awarded through the COPS grant.

SAPD Uniform Officers, FY 2007 – FY 2012



*\*One Deputy Chief added in FY 2012 consistent with Collective Bargaining Agreement*

The following is a chart of the Police Department's Cadet Class training schedule for FY 2012.

**Police Department Cadet Class Training Schedule**

FY 12												FY 13											
Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May				
		Start (December 2011)												Graduate									
		Class Size: Estimated 45																					
			Start (March 2012)											Graduate									
			Class Size: Estimated Size 45																				
												Start (September 2012)							Graduate				
												Class Size: Estimated Size 45											

**Fire Protection and Emergency Medical Services**



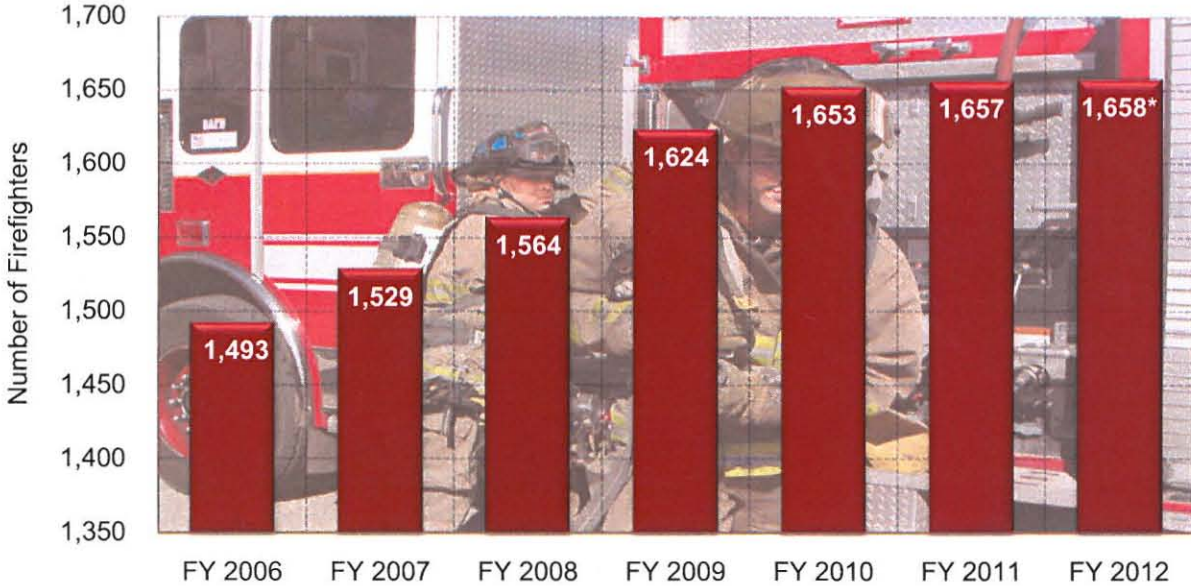
Like Police Protection, Fire Protection and Emergency Medical Services are also key service priorities for the community. In FY 2012, the Budget invests over \$300,000 in Fire Operations improvements. Details regarding these improvements are provided below.

- Approximately \$200,000 is added in the FY 2012 Proposed Budget for four new Emergency Vehicle Equipment Technicians and one Stock Crew Leader for maintenance on firefighting equipment and apparatus.
- The FY 2012 Proposed Budget also includes over \$100,000 for payroll administrative support. This improvement provides the department with additional resources to ensure proper segregation of duties, timely reconciliation, additional data security, and audit trail requirements for payroll support services.

The FY 2012 Proposed Budget increases the total number of Uniformed Firefighter positions to 1,658. As shown in the following graph, 165 Firefighter positions were added since FY 2006.

In FY 2012, the Fire Department plans to hold two cadet training classes starting in January 2012 and August 2012. In addition, the Department plans to hold two paramedic training classes starting in March 2012 and September 2012. The following chart provides a timeline of the projected Fire Department Academy and Training schedule.

**SAFD Firefighters, FY 2007 – FY 2012**



\*One Deputy Chief added in FY 2012 consistent with Collective Bargaining Agreement

**Fire Department Academy and Training Schedule**

FY 2012										FY 2013										
Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb				
			Start (January 2012)							Graduate										
			<b>Fire Class: Estimated 30-35 Trainees</b>																	
					Start (March 2012)							Graduate								
					<b>EMS Class : Estimated 15 Trainees</b>															
										Start (August 2012)							Graduate			
										<b>Fire Class: Estimated 20-25 Trainees</b>										
											Start (September 2012)						Graduate			
											<b>EMS Class : Estimated 32 Trainees</b>									

## Streets Maintenance

The City annually allocates funding for contractual street maintenance services with an emphasis on street resurfacing and rehabilitation. Street maintenance programs are necessary to mitigate pavement stress caused from age, utility cuts, poor drainage, underlying soil conditions, extreme temperatures, and overloading from heavy trucks and buses.

The FY 2012 Proposed Budget continues the City's commitment to improve mobility, traffic safety, and street surfaces throughout the community. Specific initiatives include:

- To reduce the rate of street deterioration, approximately \$1.8 million in funding is redirected in FY 2012 for pavement preservation. An estimated 17 miles of additional pavement preservation projects will be completed through this initiative.
- The FY 2012 Proposed Budget continues the Neighborhood Access Mobility Program (NAMP) at FY 2011 funding levels. The NAMP program allocates \$200,000 in annual funding to each City Council District to be used for specific projects identified by the respective council member. NAMP Funds are utilized to design and construct speed humps, flashing beacons, sidewalks, curb ramps, and other traffic calming and mobility infrastructure improvements.

City staff follow a five-year Infrastructure Management Program (IMP) to develop and recommend infrastructure priorities to City Council. As depicted in the following table, the FY 2012 Proposed Budget allocates over \$51 million to the management program for streets, traffic signals, sidewalks, drainage, alley, and other infrastructure improvements. Alley maintenance funding in FY 2012 will be provided by the Public Works General Fund and the Solid Waste Fund.

### **Five Year Infrastructure Management Program (IMP) Budget, FY 2012 – FY 2016**

Funding Source	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Streets	\$35,189,228	\$35,210,608	\$35,182,701	\$35,103,355	\$35,100,825
Traffic Signals	1,200,000	1,000,000	800,000	1,200,000	1,200,000
Sidewalks	3,902,574	3,406,752	4,482,500	4,290,656	4,994,324
Drainage Maintenance	3,778,035	3,778,035	3,778,035	3,778,035	3,778,035
Alley Maintenance	2,280,877	1,008,592	999,929	991,224	1,008,113
Pavement Markings*	895,450	1,024,733	1,175,910	0	0
ATD Improvements*	4,217,836	2,500,929	2,432,729	0	0
<b>Total IMP</b>	<b>\$51,464,000</b>	<b>\$47,929,649</b>	<b>\$48,851,804</b>	<b>\$45,363,270</b>	<b>\$46,081,297</b>

\*Pavement Markings and ATD Improvements are 3 year programs

## **Libraries, Neighborhood, and Community Services**

Consistent with SA 2020, the FY 2012 Proposed Budget directs additional resources towards education incentives and youth career exploration. Additionally, the City will provide funding to lead and coordinate community education policy strategies, tutoring services, and college workshop sessions in FY 2012.

- An investment of \$1.0 million is included in the Proposed Budget for the City's library operations for more books and materials as well as new patron computers.
- Approximately \$2.0 million is included for deferred maintenance funding at City libraries
- The Proposed Budget includes \$500,000 to provide recurring resources for a summer youth employment program. Half of these funds are being re-directed from a Department of Human Services-managed employment program. Participants will take part in a six week career exploration and employment experience.
- Approximately \$440,000 is included for the final year of a three-year plan to redirect San Antonio Education Partnership (SAEP) overhead administrative costs to scholarships and incentives for college completion.
- Nearly \$180,000 is added to support the coordination of City education initiatives and SA 2020 data collection and analysis
- The Proposed Budget also includes \$100,000 for the Ambassador Program, a City Council initiative which provides summer internships and training for first-year college students

Additional neighborhood and community service improvements include:

- Operating hours for four (4) City pools will be extended in FY 2012. These pools will be opened during the week of Spring Break and summer pool hours will be extended beginning in May and ending in October.
- To offset the Federal Government Budget Reduction in Community Development Block Grant (CDBG) agencies, the Proposed Budget includes \$270,000 for Human and Workforce Development agencies to maintain funding at FY 2011 contract levels.

## **Animal Care Services**

The FY 2012 Proposed Budget includes \$1.2 million in additional funding for Animal Care Services improvements. These improvements support a community-wide initiative to reduce the number of stray animals and to increase the live release rate for treatable and healthy animals. The additional funding in FY 2012 will improve intake response times, increase the number of stray animals collected, and improve outcomes for animals that enter the shelter.

- Three dispatchers will be added to the Animal Care Services department to increase the availability of animal care officers and to provide more effective response to stray animal complaints at a cost of \$104,618.
- The FY 2012 Proposed Budget includes \$340,000 to provide additional animal care attendants and veterinary support to expand services at the Brooks Kennel Facility. This improvement will increase the facility capacity by



- 40 kennels and allow for additional adoptions at the center.
- To help meet the City's animal care goals, an additional \$150,000 will be added to fund a licensing awareness campaign to targeted populations with the highest number of stray animals.
  - \$250,000 to maintain funding for low-cost spay/neuter surgeries.
  - As part of a new strategy to expand community partnerships, the City will provide \$250,000 to help develop a high volume pet placement provider which will be committed to rescuing 6,000 animals per year by FY 2015.
  - In addition to operating resources, the FY 2012 Proposed Budget includes funding of \$2.1 million in the Capital Budget to complete the Brackenridge Adoption and Education Center and Clinic.

## **Economic Development**

The City is actively engaging in efforts to revitalize downtown and Central City neighborhoods, support development opportunities for local companies, retain and attract new business, and create jobs for the community.

- \$4 million is added to stimulate development and investment, create new jobs, and retain, expand and attract new business to San Antonio.
- \$3 million is targeted to downtown and Central City neighborhoods to support economic development projects and stimulate investment.
- Over \$72,000 is included in the FY 2012 Proposed Budget for the development of a Brownfields Program to be managed by the Office of Urban Revitalization San Antonio (OUR SA). A brownfield is land previously used for industrial or commercial purposes that may be contaminated, but has the potential to be reused once it is cleaned up. Resources will be devoted to the identification and inventory of brownfield sites within San Antonio as well as assisting in clean up, enforcement, and redevelopment efforts that support commercial and residential uses.

## **Added Operational Costs for Completed Capital Projects**

The FY 2012 Proposed Budget addresses increases in operational costs to support services required in growing areas of the City as well as to operate new facilities that have been included within a voter approved City Bond Program. The FY 2012 Proposed Budget includes \$1.46 million in mandated service costs.

- Operating and maintenance funding totaling \$645,000 is included in the Proposed Budget for the recently opened Parman and Mission Libraries.
- The FY 2012 Proposed Budget includes \$500,000 in funding for maintenance of newly acquired park land and greenways. Approximately 8.5 miles and 103 acres will be added in new trail development along Linear Park Greenways. An additional 125 acres of newly acquired parkland with 1.75 miles in exercise trails will be added in FY 2012.
- Approximately \$300,000 is added to support building maintenance costs at the new Emergency 911 Dispatch Call Center scheduled to open in August 2012.

## Employee Compensation and Benefits

To ensure that the City is an employer of choice and is able to recruit and to retain exceptional talent, the FY 2012 Proposed Budget sets employee total compensation as a top priority. The FY 2012 Proposed Budget includes nearly \$17.9 million in additional funding for Uniform compensation increases related to the Police and Fire collective bargaining agreements, civilian employee cost of living adjustments, continued implementation of the Step Pay Plan, and performance pay for professionals and managers not covered under the City's Step Pay Plan. The FY 2012 Proposed Budget also includes changes to the civilian employee benefits program to align employee and City health care cost participation with industry standards and to enhance employee wellness through health prevention and incentive programs. These strategies continue to support a comprehensive approach to address employee total compensation—the combined impact of employee wages and benefits.

### Uniform Compensation & Benefits

**Uniform Compensation** The FY 2012 Proposed Budget includes \$7.1 million for a 3.0% wage increase for uniform Police personnel as stipulated to in the Police Collective Bargaining Agreement—and maintains all current incentive and certification pays. The budget also continues the implementation of an incremental increase to Police uniform clothing allowance. The Two Year Balanced Budget Plan includes funding for FY 2013 contractual increases in wages (3.0%) and continues the incremental increase to clothing allowance.

The FY 2012 Proposed Budget includes \$3.8 million for a 2.2% wage increase for uniform Fire personnel as stipulated in the Fire Collective Bargaining Agreement—and maintains all current incentive and certification pays. The Two Year Balanced Budget includes funding for FY 2013 contractual increases in wages (3.4%), clothing allowance, Basic Emergency Medical Technician (EMT) certification pay, Paramedic certification pay, and the creation of a new Paramedic in Fire certification pay.

**Uniform Benefits** Similar to uniform compensation, benefits for uniformed Police and Fire personnel are negotiated through the multi-year collective bargaining agreements. Consistent with the collective bargaining agreements, the FY 2012 Proposed Budget provides the following health benefits for uniformed personnel:

Benefit Type	Police Uniform Employees	Fire Uniform Employees
Monthly Premium	\$0	\$0
Preventative Health Care Services	Covered at 100%	Covered at 100%
In-Network Annual Deductible (individual/family)	\$250 / \$500	\$250 / \$500
In-Network Annual Out-of-Pocket Max (individual/family)	\$600 / \$1,500	\$500 / \$1,500
Prescription Drug Co-Insurance	0% to 30% co-insurance with out-of-pocket max of \$150 for individual and \$300 for family	0% to 30% co-insurance with out-of-pocket max of \$150 for individual and \$300 for family

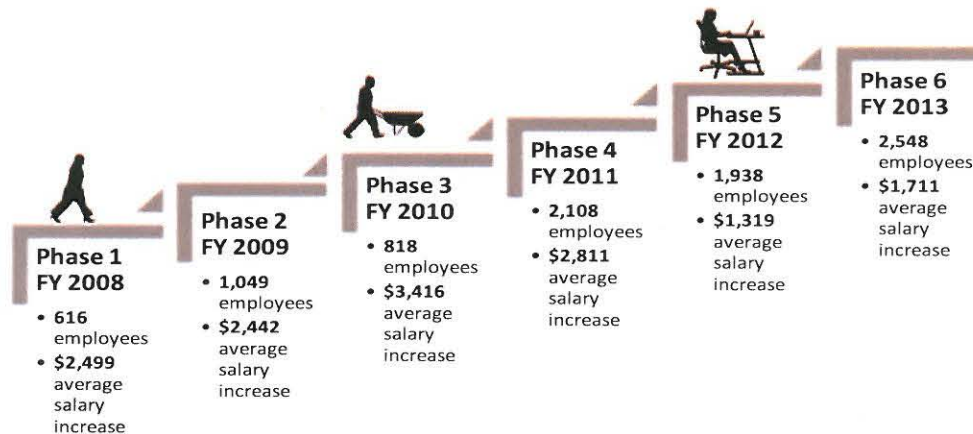


## Civilian Compensation & Benefits

The FY 2012 Proposed Budget includes \$7.0 million for increases to civilian compensation including the fifth phase of the Step Pay Plan, a cost-of-living adjustment of 2.42%, and performance pay for professionals and managers not eligible for the Step Pay Plan.

**Step Pay Plan Implementation** The FY 2012 Proposed Budget includes the continued implementation of the Civilian Step Pay Plan. The Pay Plan addresses market-competitiveness and ensures equitable employee pay within each job for non-professional, non-managerial employees. Phase 5 of the Step Pay Plan was developed with input from the City's Employee Management Committee (EMC) which is composed of City employees, employee associations including Service Employees International Union (SEIU) and National Association of Public Employees (NAPE), and City management staff. In 2012, Phase 5 of a 6 year implementation plan is included in the Proposed Budget with an effective date of January 1, 2012. This phase provides step increases for 1,938 employees and results in an average annual salary increase for each employee of approximately 5.58%. Since the initial implementation of the Civilian Step Pay Plan in FY 2008, the City has added approximately \$32.5 million in cumulative salaries for Step Pay Plan-eligible employees.

The following graphic illustrates the different phases of the six-year Civilian Step Pay Plan Program.



**Cost of Living Adjustment (COLA)** The FY 2012 Proposed Budget includes a 2.42% cost of living adjustment for all full-time and part-time civilian employees. To continue the City's commitment to ensure that employees earn a Living Wage, the minimum hourly rate for all full-time and part-time City positions is proposed to increase from \$10.60 per hour to \$10.75 per hour, effective October 1, 2011.

Fiscal Year	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012 (Proposed)
Civilian Employee Cost of Living Adjustment	2.21%	3.00%	0.00%	2.00%	2.42%

**Performance Pay** Performance pay is being proposed to move managers and professionals through the range since they are not eligible for step increases. The program rewards performance through base

salary increases. An equity component is included to accelerate pay growth for top performers paid lower in the pay range. These increases are in addition to COLA and will be effective January 1, 2012.

**Employee Benefits** Health care plan options for employees will continue to include Value Preferred Provider Organization (PPO), Standard PPO, and Premier PPO in FY 2012. The City is continuing to move toward reaching an overall City health care contribution of 80% with the balance (20%) paid by employees for those employees hired before Jan. 1, 2009. For employees hired after Jan. 1, 2009, the City will reach its goal of 70% / 30% split. The goal is to reach 70% / 30% for all employees by 2014. In future years, all employees will have the opportunity to achieve an 80% / 20% cost-sharing through Wellness Rewards.

The FY 2012 Proposed Budget includes funding for increased costs associated with the continued rising cost of healthcare, plan design changes, and wellness initiatives. There are no proposed premium increases to the Value PPO; however, premium increases to both the Standard and Premier Plans are being proposed to cover costs of those plans, as well as increases for large claim losses and medical inflation.

The following table details the proposed monthly health plan premiums for civilian employees.

**FY 2012 Proposed Monthly Premiums for Active Civilian Employees**

Health Plan	Hired Before Jan. 1, 2009	Hired After Jan. 1, 2009
<b>Value PPO</b>		
Employee Only	\$7	\$12
Employee + Child(ren)	\$18	\$83
Employee + Spouse	\$72	\$192
Employee + Family	\$92	\$250
<b>Standard PPO</b>		
Employee Only	\$27	\$79
Employee + Child(ren)	\$70	\$199
Employee + Spouse	\$141	\$331
Employee + Family	\$185	\$449
<b>Premier PPO</b>		
Employee Only	\$112	\$186
Employee + Child(ren)	\$245	\$418
Employee + Spouse	\$374	\$595
Employee + Family	\$509	\$825

**Employee Benefit Plan Changes** Proposed changes for FY 2012 will bring several changes to plan design. These changes will help mitigate future increases through wellness programs, increased education for plan usage, and by encouraging appropriate plan selection and good consumerism.

In order to encourage employees to utilize their plan more efficiently and cost effectively, and to align more to industry standards, there will be increases in deductibles and out-of-pocket maximums. Additionally, changes to the prescription drug plan will be implemented to incentivize the use of generic prescriptions. Aggressive promotion of tools for employee education and to assist with making prudent decisions will be implemented throughout the year.



To encourage employees to adhere to diabetic prescription treatments, the City is proposing to lower co-pays for this class of drugs; going from a \$10/\$20/\$40 co-pay structure to a \$0/\$10/\$20 co-pay structure.

To help manage plan costs and to avoid incurring benefit costs that should be covered by other employers, a Spousal Surcharge of \$50 per month will be imposed on employee spouses who have coverage through their own employers but choose to participate in the City's plan. Employees that provide an affidavit validating that their spouse has no other coverage, will not be assessed a surcharge.

The City continues to provide smoking cessation programs but more aggressive promotion of its programs will be distributed throughout FY 2012. In an effort to create a healthier environment and to encourage employees to make healthier behavioral choices, a Tobacco Surcharge of \$40 per month will be considered beginning in FY 2013. Employees that provide an affidavit of non-tobacco use will not be assessed a surcharge. The surcharge may be removed for employees that do not provide an affidavit, but provide documentation of completion of a smoking cessation program during the plan year.

The City will extend medical benefits (and voluntary benefits – dental/vision/life) to opposite sex and same-gender domestic partners in 2012 to enhance our efforts to become an employer of choice. This extension of benefits will increase the City's competitiveness in recruitment and retention, and it will continue to promote diversity in the City's workforce.

**Wellness** - The City's Employee Wellness Program is a comprehensive plan that utilizes a multi-faceted approach to employee wellness. In order to reduce financial costs and to positively affect employee health and lifestyles, wellness initiatives will focus on several health-related issues.



Disease Management emphasis will continue with proposed increased focus on education for diabetes prevention and maintenance as well as education for other conditions prevalent in our population. Along with increased education and to encourage employees to participate in physical activity, the City proposes to provide up to a \$20 monthly, (\$240 annually) fitness center stipend for employees who actively participate at a fitness center 100 times per year.

Proposed funding also includes the hiring of two full-time Wellness Coaches to promote wellness; provide wellness education; and to increase awareness of tools available to assist employees with health management.

Wellness program offerings will also be proposed for Non-Medicare and Medicare Eligible retirees to assist with maintaining healthy lifestyle behaviors. The respective providers for each group will administer the programs during the plan year.

**Active Enrollment** – Enrollment for the 2012 plan year will be an active enrollment process for active employees only. The employee will no longer be defaulted into a plan; rather they will need to select a plan. Affidavits and any documentation required will need to be provided throughout the enrollment period. To assist with proper plan selection the City will educate employees on the various tools offered through its Third Party Administrator as well as provide information related to changes within the plan.

**FY 2012 Deductible and Out-of-Pocket Maximum Employee Contribution**

	Value PPO		Standard PPO		Premier PPO	
	FY 2011	FY 2012 (Proposed)	FY 2011	FY 2012 (Proposed)	FY 2011	FY 2012 (Proposed)
Annual Deductible (individual/family)	\$750 / \$1,500	\$900 / \$1,800	\$500 / \$1,000	\$600 / \$1,200	\$250 / \$500	\$300 / \$600
Annual Out-of-Pocket Max (individual/family)	\$2,500 / \$5,000	\$3,000 / \$6,000	\$2,000 / \$4,000	\$2,400 / \$4,800	\$1,000 / \$2,000	\$1,200 / \$2,400

**Retiree Benefits** The FY 2012 Budget includes an Ad Hoc COLA, which is 70% of CPI, and equates to approximately a 1% increase in the retirees' annuity. The City remains committed to providing health care insurance for our retired employees. As of January 1, 2011, Humana has provided the fully-insured health plans for Medicare-eligible retirees. Humana's premium submission for the 2012 plan year reflects an increase of 13%.

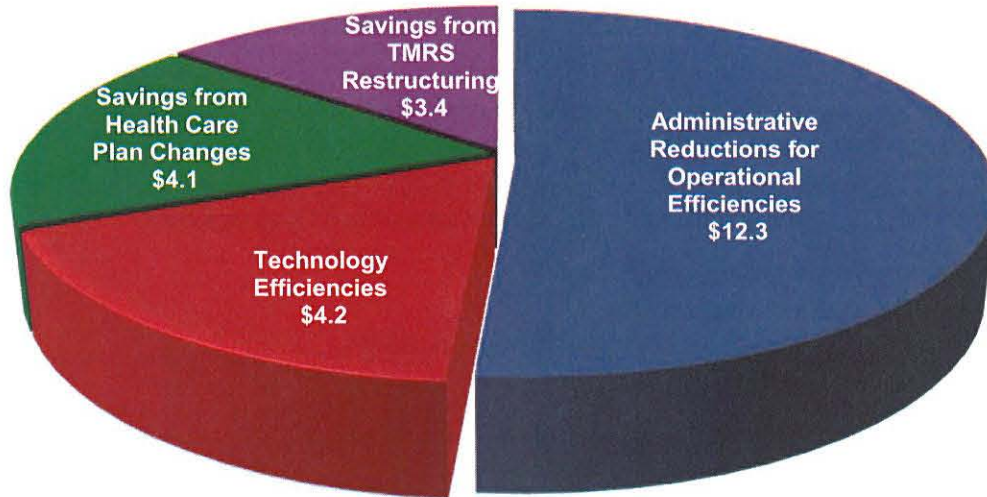
For retirees under the age of 65, nominal premium increases are included in the budget to offset growing health care and administration costs. The same health care plan options as civilian employees are in place. Health care plan options for pre-65 retirees include Value PPO, Standard PPO, and Premier PPO.

For FY 2012, aggregate cost-sharing for all retiree medical plans is split 67% City and 33% retiree.

## General Fund Reductions and Efficiencies

One key part in developing the City's annual budget is the redirection of resources from lesser priority or inefficient programs to higher priority areas. Over the past five years the City has implemented approximately \$67 million in General Fund reductions and reduced over 1,000 civilian positions with no layoffs, while adding 471 uniform positions. The FY 2012 Proposed Budget continues the City's commitment to efficient and prioritized service delivery by leveraging operational improvements and investments in technology to generate approximately \$24 million in service efficiencies.

### General Fund Reductions (\$24 M)



### City Wide Efficiency Initiatives

The Office of Management & Budget (OMB) Innovation and Reform team completed major City-wide efficiency initiatives in FY 2011 focusing on:

- Operational Efficiencies
- Technology Improvements
- Department Consolidation
- Facility Consolidation
- Shared Services

These City-wide initiatives will result in a total net cost savings of \$6.9 million across all funds in FY 2012 (\$6.3 million in General Fund savings in FY 2012) and will exceed the anticipated savings amount of \$3.5 million indicated within the FY 2011 Budget. When these savings are combined with the results of the FY 2009 and FY 2010 Comprehensive Budget Reviews (CBR), the City will realize a total cost savings of \$14.3 million. The increase in City-wide efficiency reviews in FY 2011 and those anticipated in FY 2012 are a direct result of staff improvements made within the OMB Innovation and Reform team in the FY 2011 Budget.

**Comprehensive Budget Reviews (CBR), FY 2009 – FY 2011**

	FY 2009	FY 2010	FY 2011
<b>Total Cost Savings</b>	<b>\$5.3 M</b>	<b>\$2.1 M</b>	<b>\$6.9 M</b>
<b>Initiative Focus Areas (Cost Savings in millions)</b>	Human Services CBR (\$3.3M)  Public Works CBR (\$2.0M)	Police Department CBR (\$1.3M)  Fire Department CBR (\$0.8M)	Fleet Services CBR (\$1.9M) Information Technology Services Department CBR (\$3.6M) Department Consolidations (\$0.4M) City Facility Analysis (\$0.7M) Shared Services (\$0.3 M)

**Operational Efficiencies** The City operates a vehicle replacement fund to efficiently manage the replacement frequency of over 3,600 units of rolling equipment. The composition, maintenance requirements, and replacement frequency of the City's fleet is very complex as a result of the various services provided to San Antonio residents. The Fleet Replacement Fund includes:

- Emergency and Public Safety vehicles (25%)
- Heavy duty trucks and trailers (20%)
- Passenger vehicles, light-, and medium-duty trucks (45%)
- Construction and off-road equipment (10%)

Operational efficiency initiatives in FY 2011 focused on the City's Fleet Services Maintenance Division and Fleet Replacement Program. Nearly \$1.9 million in cost efficiencies were identified from the Fleet Comprehensive Budget Review for FY 2012 (\$1.8 million in General Fund efficiencies). Annual cost savings identified include extending the replacement frequency for hybrid sedans, truck tractors, and police cruisers to reflect optimal vehicle replacement lifecycles. These adjustments will reduce the average annual ownership and operating costs incurred by the City for these vehicles.



Through an extensive utilization review, the City will reassign more than 200 vehicles to improve overall fleet efficiency in FY 2012. Replacement schedules for 49 fire apparatus trucks and 112 automated refuse trucks will be accelerated by one to four years to improve the financial management of the City's Fleet Replacement Fund. Augmenting the vehicle parts inventory team by two stock clerks will reduce the downtime of vehicles and increase inventory control. Finally, vehicle replacement lease rates will be adjusted beginning in FY 2013 to reflect changes in technology and inflation.

**Information Technology Improvements** Starting in FY 2008, the City has made significant Information Technology (IT) investments to include:

- Replacing and modernizing the City's existing IT Infrastructure
- Upgrading major enterprise-wide applications and service enhancements such as the Computer Aided Dispatch and Records Management System (CAD/RMS), Customer Relationship Management (CRM) system, and E-Procurement

In FY 2011, the City established an IT Governance Board to ensure future IT investments are aligned to the organization's goals, objectives, and resources. In addition, the Governance Board will monitor the progress of IT projects and to help ensure the realization of future operational efficiencies.

The FY 2012 Proposed Budget reduces IT expenditure impact to the City in the amount of \$3.6 million and to the General Fund by \$3.3 million. These savings are due to operational process efficiencies and cost savings made available through the IT investments indicated above. Examples of these efficiencies include:

- Reduced contractual obligations through the retirement of large-scale legacy applications such as the old computer-aided dispatch (CAD), Courts Case Management, and customer relationship management (CRM) system
- Reduced manual, labor intensive, data entry processes
- Deployment of enterprise-wide solutions
- Increased in-house radio maintenance and installation services
- Increased usage of remote access and route optimization capabilities

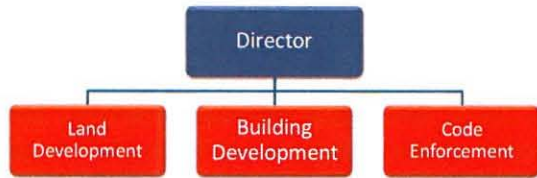
### **Department Consolidation**

Background & Process A Department Consolidations Task Force (Task Force), led by the Budget Office Innovation & Reform Team, performed an assessment of the City's organizational structure and developed options for reducing the total number of departments and executive positions through consolidation. By categorizing all City Departments into these categories, the Task Force identified natural synergies that may result from the consolidation of departments.

Summary of Recommendations To improve coordination in City services and to create synergies among departments, the FY 2012 Proposed Budget consolidates functions in various City departments. This reorganization will consolidate the functions of two City departments into existing departments and will reduce administrative costs. In FY 2012 these consolidations will result in a net total savings of \$386,489; including \$295,906 in the General Fund. Recommendations to the City organizational structure include:

1. Consolidating the Development Services and Code Enforcement Services departments;
2. Reorganizing the procurement function from Purchasing to the Finance department;
3. Creating a new department, Building & Equipment Services, to manage the City's fleet and facilities maintenance and leasing operations by reorganizing those functions from the Public Works, Purchasing, and Capital Improvements Management Services departments.

The result of these consolidations will be a flatter organization with increased spans of control and reduced levels of management.



Development Services The Task Force identified similarities in services provided by the Development Services and Code Enforcement Services departments. These include: inspections, involvement in the determination of dangerous structures and enforcement of the City Code. Based on these similarities and the potential to improve service levels, Code Enforcement will become a division of Development Services. The benefits

of this consolidation include:

- Establishing a single point of contact for most types of violations
- Standardization of training and certification
- Greater coordination between Code Compliance and Development Services Investigations team
- More efficient in demolition process with better coordination for evaluating dangerous structures

Finance The reorganization of the procurement, contracts and compliance functions currently within the Purchasing & General Services Department into the Finance Department will create opportunities to streamline the purchasing process. It will also allow for better coordination between Finance and Purchasing staff on procurements and fiscal operations.



This consolidation is consistent with the fiscal component of the Shared Services program currently being deployed. Shared Services is evaluating functions including fiscal operations and procurement to centralize service delivery and improve business processes and customer service. Additional information on the Shared Services program can be found in the Executive Summary.



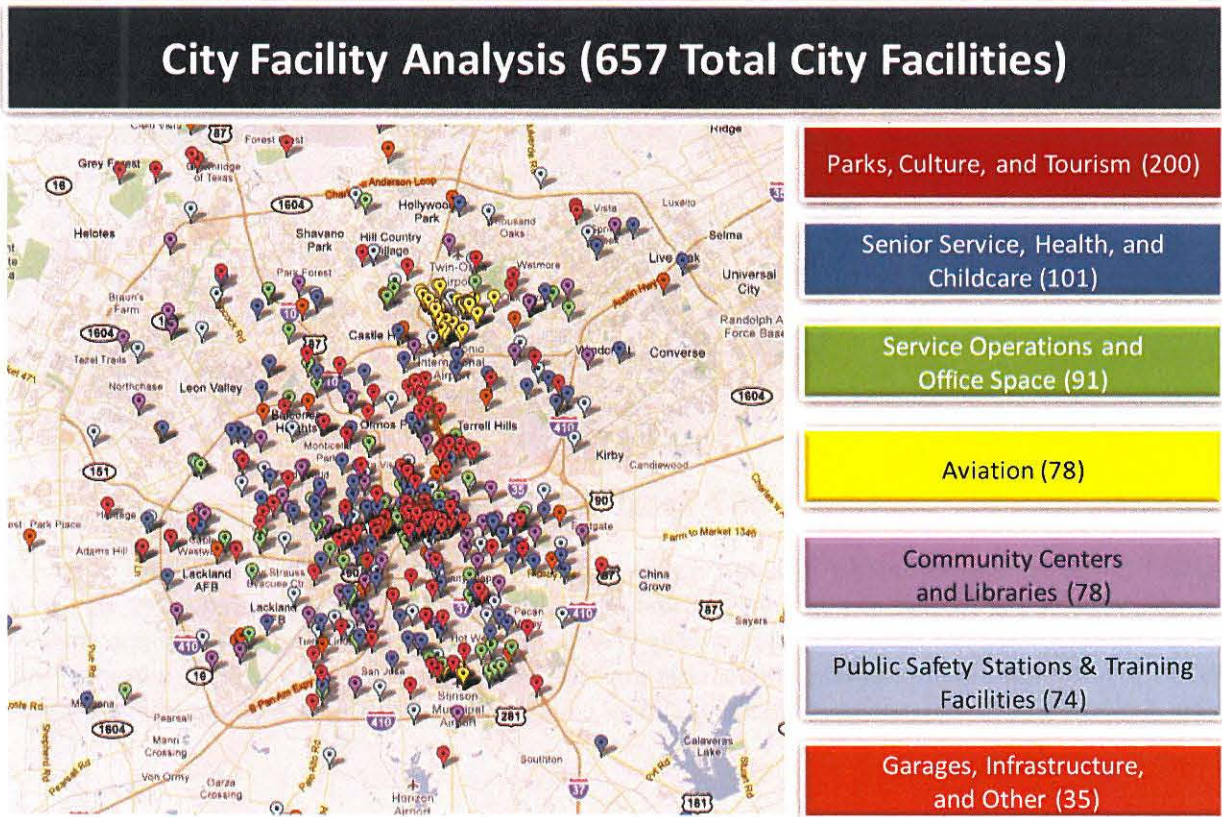
Building & Equipment Services Recognizing the need to manage City assets from acquisition to disposition, the Department Consolidations Task Force recommends the creation of one new department to manage this process. The new Building & Equipment Services department will be comprised of Fleet Operations division from the Public Works Department, Facility Operations functions from the Purchasing &

General Services Department, and facility leasing functions currently housed in the Capital Improvements Management Services (CIMS) Department.

**City Facilities Analysis** The City provides services from approximately 650 facilities. Nearly half of these facilities directly support aviation operations, public safety, parks and recreation, and downtown convention and tourism activities. Community centers, senior service facilities, and libraries combine to

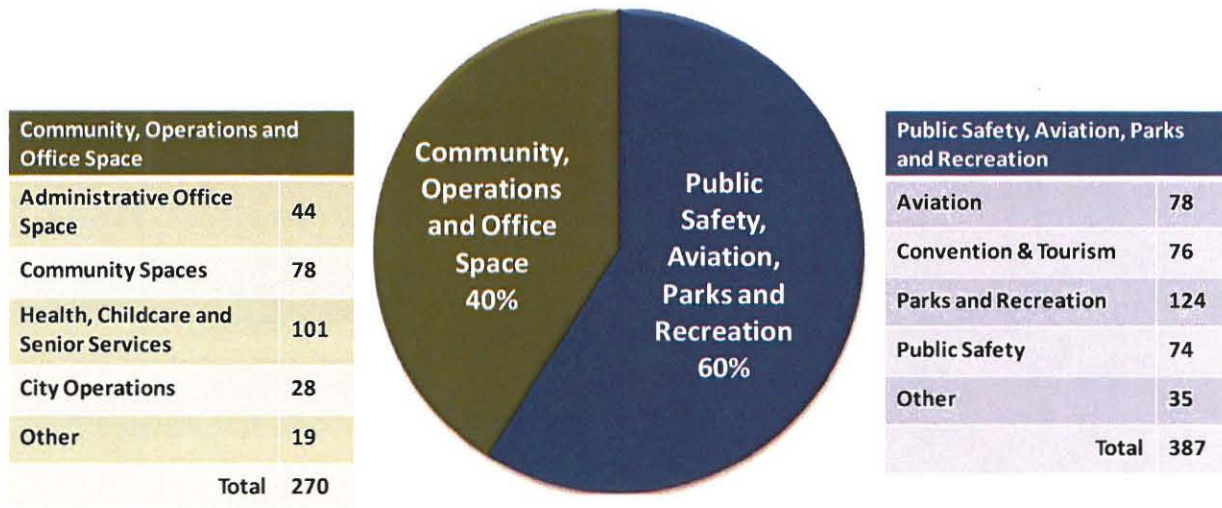


comprise approximately one-quarter of facilities. The remaining facilities include cultural facilities, fleet and operations centers, administrative office space, and health clinics.



The Innovation and Reform Group collaborated with City departments to develop a comprehensive facility inventory database that included annual operating costs, physical condition, and services delivered from each facility. An analysis of the facility inventory and corresponding cost-savings options were presented to the City Facility Analysis Task Force to develop recommendations. Initial recommendations were based upon an analysis that excluded Aviation facilities, public safety stations, parkland facilities (i.e., gazebos, pavilions, and restrooms), and downtown convention and tourism facilities. The following figure illustrates the distribution of City facilities for the analysis.

### Distribution of City Facilities for Analysis



### 657 Total Facilities

Phase I of the recommendations includes reducing 26 facilities in FY 2012 by disposing of surplus property, transferring facilities to other entities, and improving space use at administrative offices. These facility efficiencies will not have an impact on City services and will result in a net cost savings impact of \$667,771 in FY 2012 with recurring annual cost savings beginning in FY 2013 of \$1.0 million. Future facility opportunities would include co-locating similar community services in facilities to improve service delivery and customer convenience.



**Shared Services** The proposed Budget includes the continued implementation of the Shared Services Program. The City's Shared Services Program takes an enterprise approach to the way the City manages its administrative services. The City began this process in 2007 with the introduction and placement of the Human Resources Generalist and Specialists within Departments. In 2007, the Finance Department was restructured and in 2008, Department Fiscal Administrators were transferred to the direct supervision of the Finance Department. After the completion of the Human Resources (HR) Shared Services concept, the City began evaluating departmental administration operations in 2010 to determine whether departments have the correct number, level and types of positions to support their administrative operations and that the individuals occupying the positions have the proper skills, qualifications, and experience.

This program currently involves three administrative areas: Fiscal (Procurement, Fiscal Operations, Budget Development, Grant and Contract Compliance), Information and Technology Services (IT) and Time Administration. Information Technology Services and Time Administration is being implemented city wide in FY 2012 while the Fiscal area is being implemented in phases. An Executive Sponsor and Steering Committee have been appointed to guide and provide direction to the overall program. Steering Committee Membership will change over the course of the project to reflect the departments working with the shared services team.

The program methodology includes an organizational review of the departmental functions and the positions performing these functions for development of a Service Delivery Model for each area and new Organizational Structures. The new Service Delivery Models and Organizational Structures include the creation of new positions that will provide support to the departments serviced by the new models and structures. As a result, efficiencies have been identified with the centralization of IT functions such as Geographic Information Systems (GIS) and technical support, time administration functions, and the Phase 1 centralization of fiscal functions involving five departments. In FY 2012, efficiency savings of \$269,683 in the General Fund will be realized with the implementation of the program, including the net reduction of 27 positions. Employees impacted by the implementation of Shared Services will have the opportunity to apply for the new positions as part of the workforce transition process. The workforce transition process is anticipated to be completed by December 2011 for IT and GIS Services, Time Administration and Fiscal Phase 1.

In FY 2013, the Shared Services Program will continue with the implementation of Fiscal Phase 2 which includes 14 large departments. The review and analysis of the fiscal functions and development of a Service Delivery Model and new Organizational Structure for each department is anticipated to be completed by August 2012 with the Workforce Transition Process anticipated to be completed by December 2012. Full implementation of this initiative will span over three fiscal years (FY 2012, FY 2013 and FY 2014).

## **Other Reductions and Efficiencies**

**Employee Health Plan Alignment** The FY 2012 Proposed Budget includes changes to the civilian employee benefits program to align employee and City health care cost participation. These changes will reduce City expenditures in FY 2012 by an estimated \$4.1 million. A complete description of these changes is provided in the **Employee Compensation and Benefits** section of the Budget Summary.

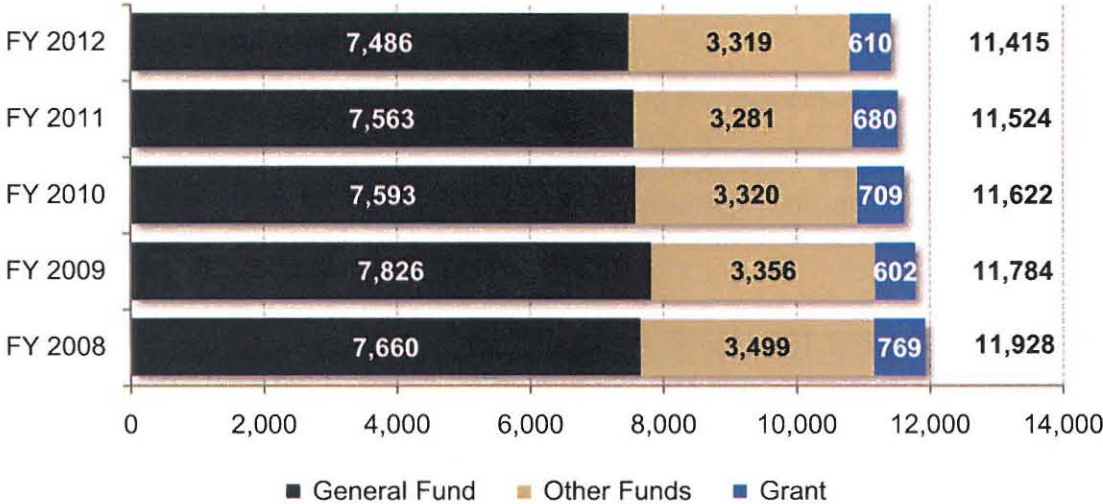
**Restructuring of City Contribution for Employee Retirement** Senate Bill 350 relating to the restructuring of fund obligations and accounting of the Texas Municipal Retirement System and related actuarial and accounting procedures was signed into law on June 17, 2011. SB 350 restructures three of TMRS' internal trust fund accounts into a single trust fund account in a manner resembling the majority of retirement systems. This structure eliminates the leverage present in the current design, mitigates potential volatility in city contribution rates, reduces the need for TMRS to maintain a large contingency reserve to offset low-return years, and allows investment returns to be directly applied to the assets associated with each city's own active and retired members. The passage of SB 350 has a favorable impact on the City's annual required contribution rate since the City will be receiving interest on a larger base of assets over a longer period of time. The City's current contribution rate of 12.61% will be reduced to 10.25% resulting in a reduction of \$6.1 million in City contributions for fiscal year 2012 (\$3.4 million cost savings for General Fund departments). The restructuring of the fund does not affect member, retiree, or beneficiary benefits.

**Closing City Hall and Other City Operations Between Christmas and New Year's Day** The Proposed Budget realigns the Holiday Schedule by designating Christmas Eve, President's Day, and employees' Floating Holidays as Winter Holidays. The new Winter Holidays will be scheduled for December 27, 2011 through December 29, 2011. Combined with the designated holidays for Christmas Day and New Years Day, the Proposed Holiday Schedule will allow the City to close City Hall and other administrative facilities for the week between Christmas and New Years (public safety and public health operations will continue as normal).

# City Personnel Levels

The FY 2012 Budget includes a total of 11,415 positions in all funds excluding the 2,196 temporary positions within the Internal Services/Alternative Services Employee Fund. The following graph compares the total authorized positions over a five-year period from FY 2008 to FY 2012. The graph denotes those positions that are authorized within the General Fund, other Operating Funds, and Grant Funds.

**Five-Year Comparison, All Funds Authorized Positions\***



*\*Note: FY 2008 through FY 2011 reflects revised adopted personnel count*

The following table shows the number of uniform and civilian positions authorized in the General Fund (and the Aviation Fund which includes 31 Fire uniform positions) for FY 2012. Uniform positions are sworn positions within the San Antonio Police Department and San Antonio Fire Department. The FY 2012 General Fund Budget includes the addition of one uniformed Fire/EMS position and one uniformed Police position as adopted in the current Collective Bargaining Agreements.

### FY 2012 General Fund Authorized Civilian and Uniform Positions Including Aviation

Civilian Positions	Uniform Positions Police	Uniform Positions Fire/EMS
3,520	2,308	1,658

The FY 2012 Proposed Budget eliminates a total of 197 positions through efficiencies and reductions and adds 140 positions through improvements and mandates. These Program Changes, combined with an overall decrease in grant-funded positions, accounts for the net reduction of 109 positions from FY 2011 to FY 2012. The following table summarizes the changes to personnel levels included in the Proposed Budget for the General Fund and restricted funds only (excludes grant-funded positions).

<b>Impact of FY 2012 Program Changes on Personnel Count</b>						
Excluding Internal Services/Alternative Svc. Employee Fund and Grants						
	Improvements	Mandates	Reductions	Re-Organizations	Target Adjustments	Total Change
General Fund	59	5	(141)	(2)	2	(77)
Restricted Funds	75	1	(56)	2	7	29
<b>Total All Funds</b>	<b>134</b>	<b>6</b>	<b>(197)</b>	<b>0</b>	<b>9</b>	<b>(48)</b>

## Other Fund Summaries

### Development Services Fund

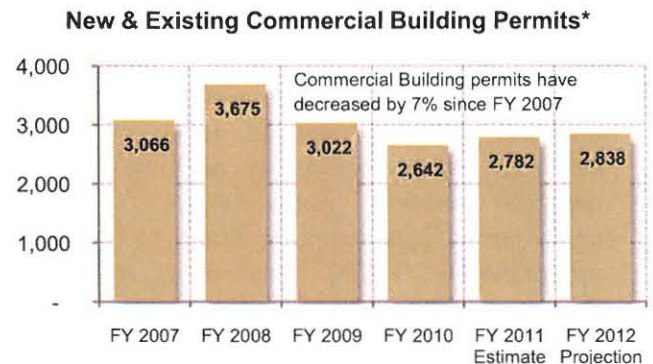
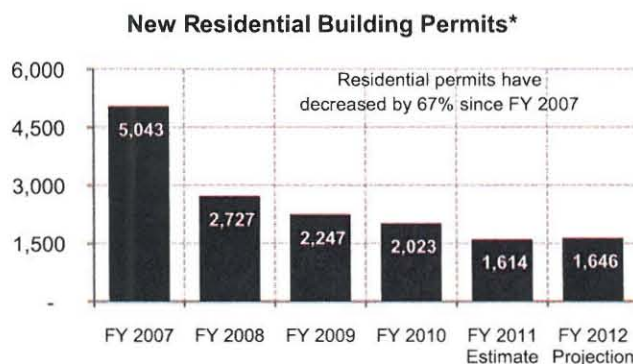
The FY 2012 Proposed Budget for the Development Services Fund is \$17.3 million. The Development Services Fund was established in FY 2007 to account for revenues and expenditures generated from all development-related activities and to ensure that development fees are used to support the activities associated with supporting the development community. Departments included in the Fund include: Development Services; Planning and Community Development; and the Office of Historic Preservation. The Office of Historic Preservation is funded by the General Fund via a transfer to the Development Services Fund.



**Development Services Department** The Development Services Department is responsible for protecting the health, safety, and quality of life of the citizens of San Antonio through regulation of land and building development. In addition, the Department assists customers through the development process by reviewing, permitting, inspecting, and granting authority to develop land and occupy buildings within the City.

The Development Services Department also provides administrative and technical support to boards and commissions that direct and review issues on land development and construction regulations. These boards include the Board of Adjustment, Building and Fire Board of Appeals, Plumbing, Mechanical, Electrical, Home Improvement Boards, and Zoning and Planning Commissions.

**Permitting Activity & Deficit Reduction Strategy** Due to a decline in the housing market, Development Services has experienced a significant decrease in the number of new residential building permits and new and existing commercial permits issued since FY 2009. The following graphs illustrates this decline in permits



\* Note: FY 2012 projections based on 2.00% increase from FY 2011 Estimates

As a result of the decline in permitting activity and related loss in revenue, Development Services implemented a Deficit Reduction Strategy in January 2008 aimed at reducing operating expenditures in order to eliminate the projected deficit. Since implementation of the reduction strategy, Development Services has reduced 69 positions, frozen 23 positions, and reduced expenditures by \$5.3 million. The FY 2012 Proposed Budget will continue to freeze 23 vacant positions.

**Inner City Reinvestment / In fill Policy (ICRIP)** In February 2010, the City established the Inner City Reinvestment / Infill Policy (ICRIP) in order to promote growth and development in the city-center and targeted areas. ICRIP facilitates development within the inner-city by issuing policy goals such as:



- Increasing new development on vacant lots
- Redeveloping underused buildings and sites
- Rehabilitating, upgrading, and reusing of existing buildings
- Improving maintenance at existing building sites
- Increasing business recruitment and assistance

Projects certified to meet ICRIP criteria are eligible to have fees related to Development Services waived. Therefore, the FY 2012 Proposed Budget includes a \$1 million transfer from the General Fund in order to reimburse Development Services for waived fees.

## Solid Waste Fund

The FY 2012 Proposed Budget for the Solid Waste Operating and Maintenance Fund is \$94.4 million and encompasses the operation and management of Solid Waste, Recycling, Brush Collection, and other related services.

**Proposed Improvements** The 2012 Proposed Budget focuses on new and enhanced Solid Waste services for residents and the community, including the implementation of a curbside Organic Material Recovery Program, a second annual curbside Bulky Waste collection each year, and two neighborhood Drop Off Collection Centers (an additional two centers will be developed in FY 2013 for a total of four neighborhood drop off centers). These enhanced services are intended to increase access to recycling opportunities and to reduce illegal dumping.

In FY 2012, \$2.3 million is added to support increased recycling of organic materials, including yard trimmings, food scraps, food-soiled and shredded paper. Curbside collection of organic materials will be provided to residents on the same day as garbage collection. Once fully implemented, it is estimated that approximately 90,000 tons of organic material will be recycled, increasing the current overall recycling rate from 25 percent to 45 percent.



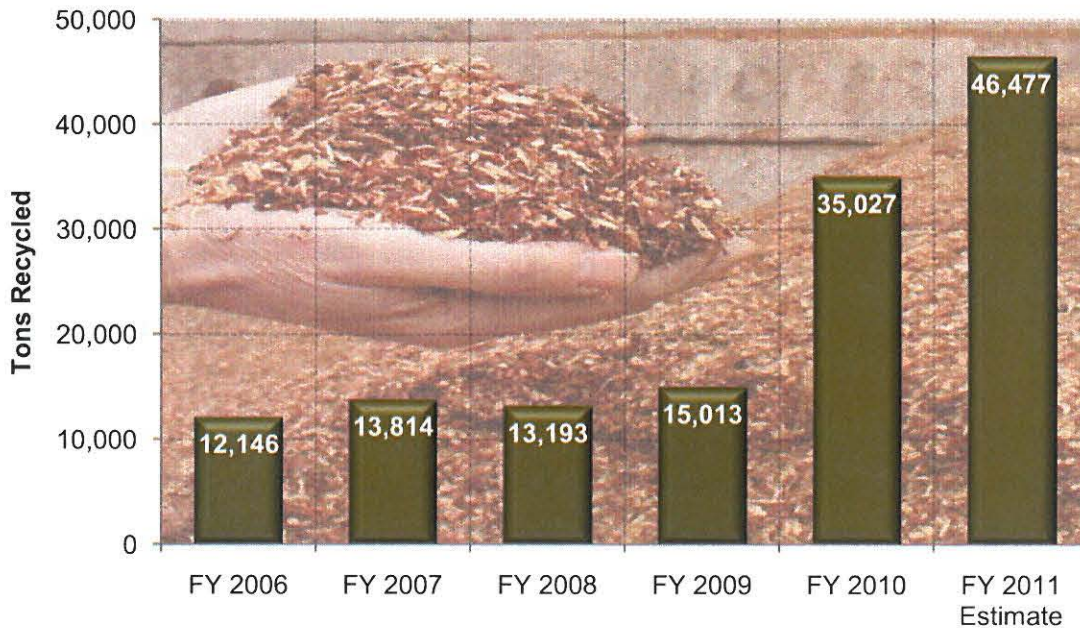
<b>Organics Recovery Program Roll-Out</b>	
<b>Phase</b>	<b>Number of Households Added</b>
Phase 1 - FY 2011	30,000
Phase 2 - FY 2012	100,000
Phase 3 - FY 2013	100,000
Phase 4 - FY 2014	114,300
<b>Total Households</b>	<b>344,300</b>

The curbside Organic Material Recovery Program will be implemented in four phases, the first of which will begin in September 2011. Efficiencies gained by the department in FY 2011 through more efficient routing of collection vehicles allow for the first 60,000 homes to be absorbed utilizing current resources.

The FY 2012 Proposed Budget also provides for increased recycling opportunities by including \$626,000 to enhance brush recycling operations. In FY 2011, the curbside brush collection process was revamped to provide for two brush collections and one bulky waste collection per year. With this change, curbside brush recycling during the months of February to May increased 13,581 tons when compared to the same time period from the prior year.

Overall recycling of brush has increased by 33% from FY 2010 to FY 2011. Since FY 2006, recycling brush tonnage has increased almost four-fold. The additional funding for brush recycling in FY 2012 will allow the department to manage the increased capacity and to improve customer service at Bitters Brush Recycling Facility and the new Nelson Road Brush Recycling Facility (scheduled to open in December 2011).

**Brush Recycling Tonnage, FY 2006 – FY 2011\***



*\*Includes all brush delivered at City's Bitters Brush Recycling Center to include curbside, commercial, and residential drop-off brush*

To continue the FY 2011 initiative to increase recycling in City parks, the FY 2012 Proposed Budget includes \$100,000 to increase the placement of recycling containers in City parks, as well as \$424,000 to place a recycling container next to every refuse container in the Downtown area and along the Riverwalk.

The FY 2012 Proposed Budget also includes initiatives to reduce illegal dumping in City communities. Approximately \$3.3 million is included to provide residents with an additional second bulky waste collection per year. To implement this program, SWMD will require nine additional Brush Crews, nine grappler trucks and eighteen tractor trailer combinations. Operations are anticipated to begin August 2012.

In addition, approximately \$3.3 million is added to implement two neighborhood Drop Off Collection Centers. The Drop Off Collection Centers will provide a free and convenient location for all residents to dispose of bulky waste five days a week, year round. Two sites will be developed and operational in FY 2012 and two more will be added in FY 2013, for a total of four sites.

The department will continue to enhance training procedures and improve safety with the addition of \$130,000 for the installation of DriveCam Safety Systems in 100 trucks. Through FY 2011, 130 units have been installed, resulting in a 62% reduction in accident frequency and 49% reduction in accident severity.

**Proposed Solid Waste Monthly Rate** To support the proposed enhancements, the rates for the Solid Waste Fee and Environmental Services Fee will increase by a total of \$1.25 per customer per month. This will be the first fee increase since FY 2009. Additional funds of \$500,000 are included in the Proposed Budget to fund a Rate Assistance Program for senior, disabled, or low-income households.

The following table displays the total monthly rate of \$18.74 in FY 2011 and the proposed increased rate of \$19.99 in 2012. The total monthly rate increase is consistent with that presented in the FY 2012 – FY 2016 Forecast.

**Solid Waste Monthly Rate, FY 2007 – FY 2012**

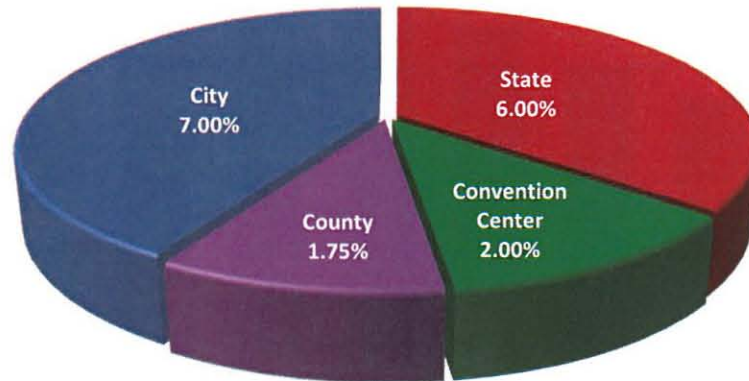
Rate Analysis	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012 Proposed
Solid Waste Fee	\$ 14.69	\$ 16.69	\$ 17.44	\$ 17.44	\$ 17.44	\$ 17.87
Environmental Fee	1.30	1.30	1.30	1.30	1.30	2.12
<b>Total Monthly Fee</b>	<b>15.99</b>	<b>17.99</b>	<b>18.74</b>	<b>18.74</b>	<b>18.74</b>	<b>19.99</b>
<b>Change (\$)</b>	<b>2.00</b>	<b>2.00</b>	<b>0.75</b>	<b>0.00</b>	<b>0.00</b>	<b>1.25</b>



## Hotel Occupancy Fund

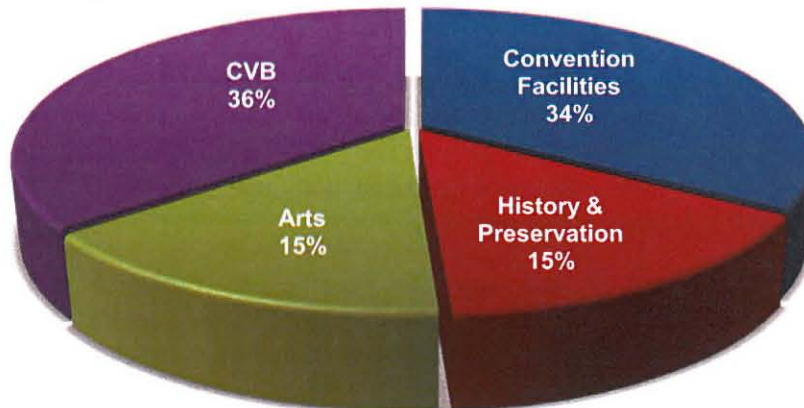
The Hotel Occupancy Tax Fund (HOT) captures revenues and expenditures associated with Hotel Occupancy Tax collections. The current HOT rate of 16.75% levied on every room night charge is broken out to 1.75% for Bexar County, 7% for the City, 6% for the State and the remaining 2% is a dedicated source of revenue to pay debt service and fund capital improvements for the Henry B. Gonzalez Convention Center Complex. The following chart shows the allocation of the HOT rate.

### **Proposed FY 2012 Hotel Occupancy Tax Rate (16.75%)**



Funding from the HOT is used to support tourism, convention activities, as well as arts and cultural programming across the City. This is done through transfers to the Community & Visitor Facilities Fund, the Convention & Visitors Bureau Fund, and the Cultural Affairs Fund. These transfers are designed to cover any perceived shortfalls that may exist between the revenues and expenditures of the three funds. Approximately 15% of all HOT collections are transferred to the General Fund, totaling \$7,349,425 in FY 2012. The following chart illustrates the FY 2012 proposed allocation of HOT revenue among Arts and Cultural Programming, History and Preservation (H&P) and Tourism.

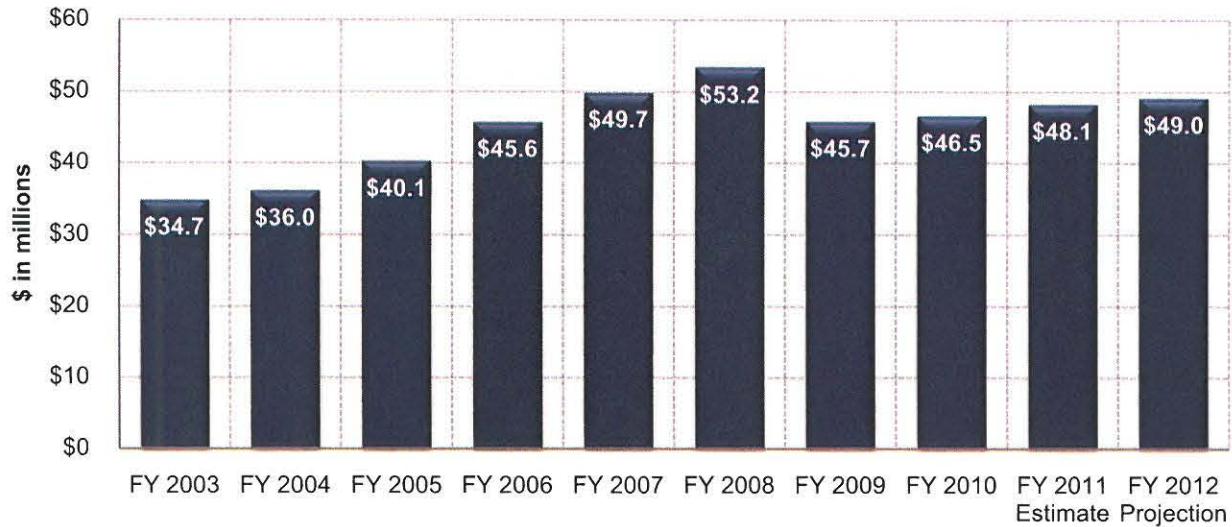
### **Proposed Allocation of FY 2012 HOT Collections\***



*\*Note: Departments supported by other revenues in addition to HOT collections*

Hotel Occupancy Tax revenue projections are based upon an analysis of anticipated lodging demand, projected number of room nights sold, projected average daily rates, estimated hotel/motel room supply, inflation rates and known events. For FY 2011, the City projected HOT collections of \$48.1 million. For FY 2012, HOT collections are projected to have modest growth of 1.9% or a budget of \$49.0 million.

**Historical Hotel Occupancy Tax Revenue, FY 2003 – FY 2012**



In addition to HOT Tax Collections, the HOT Fund will utilize funds received through the State of Texas Events Trust Fund Program. The 2009 Texas State Legislature amended the Sporting Events Trust program that provides municipalities the opportunity to seek State reimbursement of expenses related to hosting conventions and sporting events at a ratio of 6.25/1. Hosting obligations, operating expenses, and building improvements are eligible under the legislation for events that are determined to have a significant impact on tax revenues when held in Texas cities.

During FY 2010 the City was approved for \$11.5 million in reimbursements from the Events Trust Fund for capital improvements and hosting obligations related to hosting 18 approved convention/meeting events. In FY 2011 the City is estimated to be approved for a total of \$15.8 million in reimbursements for 52 groups. Of that amount \$12.7 million is related to capital improvements to the Henry B. Gonzalez Convention Center and \$3.1 million is related to recovering operating costs of the convention center including staff time, utilities, and commodities expense. The FY 2012 Proposed Budget anticipates recovering \$9.5 million in total reimbursements for convention groups including \$2.2 million in operating expenses and \$7.3 million in capital improvements.

The FY 2012 Proposed Budget for the Hotel Occupancy Tax Fund will have \$52.5 million in appropriations which encompass the operations of the Convention & Visitors Bureau, Convention, Sports & Entertainment Facilities, and the Office of Cultural Affairs as well as a 15% transfer of HOT revenues to the General Fund under History & Preservation.

## **Community and Visitor Facilities Fund**

The Community and Visitor Facilities Fund (CVF) was established in FY 2004 to account for revenues and expenditures generated from all convention, tourism, sports, and entertainment related facilities and activities. Departments included in the CVF are the Convention, Sports & Entertainment Facilities Department (CSEF), International Relations, and Non-Departmental. The Convention, Sports & Entertainment Facilities include the Henry B. Gonzalez Convention Center, Alamodome, and Lila Cockrell Theater.

The primary sources of revenue from operation of the CSEF are facility rentals, catering commissions, food and beverage concessions, reimbursable expenses and various event-related fees. Revenues are estimated based on both scheduled and projected events. Total Convention Center and Alamodome revenue in FY 2011 is estimated at \$17.5 million which is less than 1% less than the \$17.6 million FY 2011 Adopted Budget. In the FY 2012 Proposed Budget, Convention Center and Alamodome revenues are projected to be \$17.8 million.

In June 2008, the City conveyed the Municipal Auditorium to the Bexar County Performing Arts Center Foundation. The facility closed in June 2011 for construction of a new performing arts center. The FY 2012 Proposed Budget includes a \$500,000 contribution to the Bexar County Performing Arts Center Foundation as part of the development of the Tobin Performing Arts Center.

## **Convention and Visitors Bureau Fund**

The Convention and Visitors Bureau (CVB) Fund was established in FY 2007 to account for revenues and expenditures generated from the promotion of San Antonio as a premier leisure, business and convention destination. The FY 2012 Proposed Transfer to the CVB Fund is \$19.5 million or 37% of the proposed \$52.5 million HOT Fund appropriations.

## **Cultural Affairs Fund**

The Cultural Affairs Fund was created in FY 2007 to account for expenses generated in support of San Antonio art and cultural programming. The FY 2012 Proposed Budget maintains the Cultural Affairs Fund at the maximum 15% of HOT Collections with a budget of \$7.3 million.

**Arts Agency Funding Recommendations** The FY 2012 Proposed Budget maintains funding for Arts & Cultural Programming at the maximum 15% of Hotel Occupancy Tax (HOT) Collections pursuant to State law.

FY 2012 is the first year of a new two-year funding cycle. The arts funding review process began July 7, with panel review taking place through July 20, 2011. Each panel is comprised of seven members who score applications individually using Council-approved guidelines. Following the scoring process, Staff makes a recommendation to the Cultural Arts Board (CAB) in early August. The final funding recommendation of CAB will be considered as part of the FY 2012 Budget Adoption scheduled for September 15.

## **History & Preservation**

The HOT Fund contributes 15% of revenues through a transfer to the General Fund under History and Preservation in order to support various visitor related activities such as maintenance of the River Walk,

HemisFair Park and La Villita. In the FY 2012 Proposed Budget, the transfer to History & Preservation is \$7.3 million.

## **Parking Operations and Maintenance Fund**

The FY 2012 Proposed Budget for the Parking Operations and Maintenance Fund is \$8.9 million and maintains a financial operating reserve of \$5.2 million. The Parking Operations and Maintenance Fund accounts for revenues and expenditures associated with the operation and maintenance of the City's parking facilities to include enforcing all on-street parking meters and off-street parking spaces under the City's control in downtown San Antonio. The Office of Downtown Operations is responsible for the administration of the Parking Fund, which is a self-supporting operation. The Budget includes parking fee adjustments consistent with the Downtown Parking Rate Plan approved by City Council in FY 2008. These rate adjustments will maintain solvency of the Parking Fund, provide resources to address facility enhancements, including new revenue control equipment and parking, wayfinding signage, and repair and replacement needs for the facilities. Revenue enhancements for the Parking Fund total \$432,504 in FY 2012.

## **Storm Water Fund**

The FY 2012 Proposed Budget for the Storm Water Operating Fund is \$39.1 million. The primary revenue source for the Storm Water Fund is the Storm Water Fee which is assessed to all property platted within the City. Programs supported by the Storm Water Fee include River Maintenance, Vegetation Control, Tunnel Operations, Street Cleaning, Engineering, and Floodplain Management.



The Storm Water Fee was established in FY 1993. Since its establishment, the rate for the Storm Water Fee has increased five times. The FY 2012 Proposed Budget does not include a Storm Water Fee increase. The following table illustrates the Storm Water Rate since FY 2004.

### **Average Residential Storm Water Rate History**

<b>FY 2005</b>	<b>FY 2006</b>	<b>FY 2007</b>	<b>FY 2008</b>	<b>FY 2009</b>	<b>FY 2010</b>	<b>FY 2011</b>	<b>FY 2012</b>
Rate	No	Rate	Rate	No	No	No	No
Increase	Adopted	Increase	Increase	Adopted	Adopted	Adopted	<b>Proposed</b>
(19.5%)	Increase	(6.8%)	(8.14%)	Increase	Increase	Increase	<b>Increase</b>
<b>\$3.68</b>	<b>\$3.68</b>	<b>\$3.93</b>	<b>\$4.25</b>	<b>\$4.25</b>	<b>\$4.25</b>	<b>\$4.25</b>	<b>\$4.25</b>

In FY 2005, the fee was increased by 19.5% across all customer classifications and tiers. The increase secured \$61 million in resources programmed and approved for Regional Storm Water Projects. In FY 2007 the fee increase generated additional revenues in the amount of \$1.5 million. The FY 2008 adopted average rate increase of 8.14% generated \$5.3 million in additional revenues which provided funding for additional enhancements. The enhancements added in FY 2008, including natural creekway maintenance, bridge vegetation maintenance and additional contractual mowing, continued through FY 2010 and required no rate increase. There is no increase proposed for FY 2012.

**River Water Quality and Flood Control Program** The FY 2012 Proposed Budget adds \$368,000 to fund inlet protectors to prevent trash from flowing into the San Antonio River. This will allow the river to be drained every other year instead of the current annual plan. Efficiencies created by this program will be directed to other river maintenance projects.

**City Service/Drainage Alley Initiative** The FY 2012 Proposed Budget adds funding in the amount of \$1 million for a City Service/Drainage Alley Initiative. The Solid Waste Fund will also allocate \$1.3 million for this program bringing total alley drainage and improvement funding to \$2.3 million in FY 2012. Since FY 2007, the City has completed drainage and improvements for 157 alleyways. An additional 24 alleyways will be completed in FY 2012.

## **Advanced Transportation District (ATD) Fund**

In FY 2005, the Advanced Transportation District (ATD) Fund was established to account for all revenues and expenditures associated with the administration and project delivery of the ATD Program. The ATD Program delivers projects that increase mobility, reduce traffic congestion, and improve neighborhood connectivity. The FY 2012 Proposed Budget for ATD appropriations totals \$15.0 million. Total resources for the ATD Fund in FY 2012 include \$11.4 million in collected sales taxes and \$3.6 million available from the Fund's beginning balance.

**Traffic Signal Modernization & Synchronization Program** The FY 2012 Budget includes funding for the fifth year of a \$31.2 million five-year city-wide Traffic Signal Modernization & Synchronization Program. The goal of this program is to facilitate the (1) maximization of traffic flow; (2) reduction in traffic delays; and (3) reduction of fuel consumption contributing to air quality improvements. The initiative is funded with \$24 million in ATD Certificates of Obligation, \$3.6 million in annual ATD revenue funds, \$2.8 million in U.S. Department of Transportation - Federal Highway Administration funds, and \$800,000 in Texas Department of Transportation Funds.

The Traffic Signal Modernization & Synchronization Program includes three related initiatives that are being implemented concurrently. One initiative includes the implementation of a comprehensive communications network utilizing the existing fiber optic system available to the City which will serve as the secondary network. This initiative will link all traffic signal devices enabling centralized control of the City's traffic signal system. This networking capability is critical to achieve fully coordinated traffic signal timing and automated monitoring of equipment.

Another initiative includes upgrading the existing traffic signal control system. Traffic signal hardware and software will be updated to provide the flexibility necessary to implement complex traffic signal timing plans and to monitor the traffic signal system's operation. The new equipment will also include the capacity to fully integrate other traffic control devices in the future.

The third initiative will coordinate traffic signals throughout the City, resulting in the efficient movement of vehicles on arterial streets with minimum delay. This will be accomplished by timing each of the City's 1,261 traffic signals over the five-year implementation period, followed by a recurring five-year signal retiming process to keep the entire system operating at peak efficiency.

<b>Traffic Signal Modernization and Synchronization Program</b>	
<b>Phase</b>	<b>Number of Traffic Signals Improved</b>
Phase 1-FY 2008	254
Phase 2 – FY 2009	280
Phase 3 – FY 2010	259
Phase 4 – FY 2011	252
<b>Phase 5 – FY 2012</b>	<b>216</b>
<b>Total</b>	<b>1,261</b>

FY 2008 (year one) consisted of an initial deployment effort that included the implementation of all three initiatives throughout 21 corridors for a total of 254 signal locations. FY 2009 (year two) addressed an additional 280 signal locations throughout 26 corridors. FY 2010 (year three) focused on 259 additional signal locations throughout 23 traffic sectors and continued installation of signal upgrade equipment, data collection, analysis and signal timings, and linking of individual traffic signals to the City-wide comprehensive communications network. FY 2011 (year four) added an additional 252 signal locations. FY 2012 (year-five) will include the final implementation for a fully integrated traffic signal system with the completion of the remaining signals.

**Sidewalk Improvements** The FY 2012 Proposed Budget includes \$7 million for sidewalks, bicycle lanes, bicycle facilities, and transportation accessibility projects. Of the \$7 million, approximately \$6 million is budgeted to construct over 10 miles of new sidewalks. The remaining \$1 million in the Budget will be used to construct more than 11 miles of new bicycle lanes and provides funding for required design work associated with the City's Bicycle Master Plan. To improve existing transportation accessibility within the City, the Proposed Budget also includes \$100,000 for audible pedestrian signals.

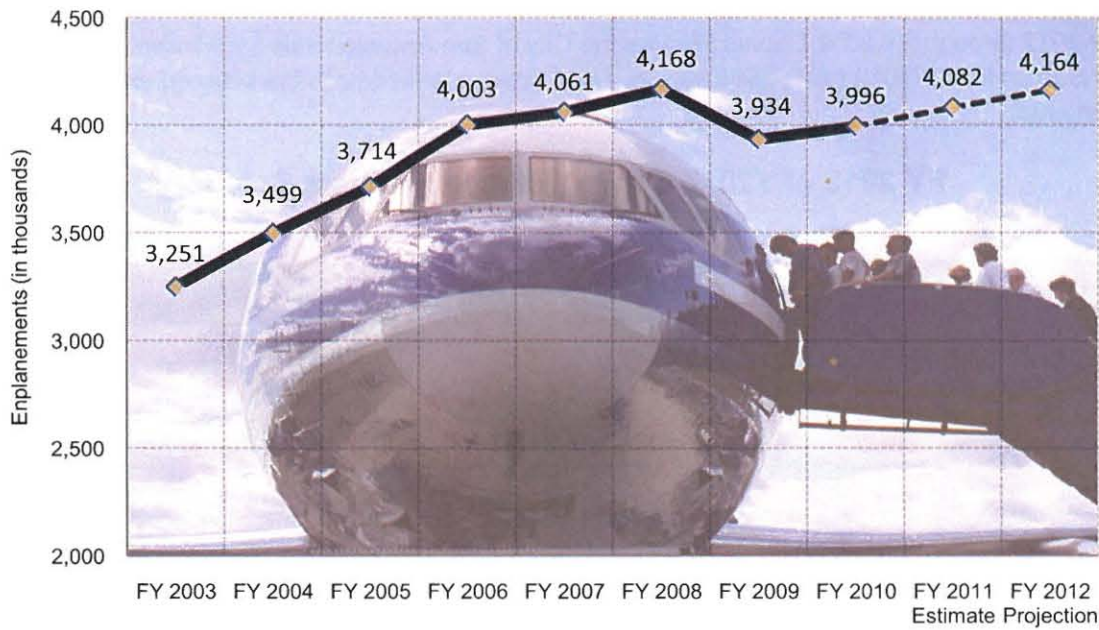
**Intersection Improvements** – The FY 2012 Proposed Budget includes \$2.8 million to improve traffic flow at street intersections, add video vehicle detection systems at intersections, and install flashing signs and markings within school zones.

## **Aviation Fund**

The FY 2012 Proposed Budget for the Aviation Fund is \$86.8 million. The FY 2012 Proposed Budget for the San Antonio Airport System includes the operating and maintenance budgets for both the San Antonio International Airport and Stinson Municipal Airport facilities, which total \$50.4 million as well as a transfer to pay debt service on outstanding revenue bonds of \$20.4 million. The proposed budget also includes \$16.0 million contribution to the Airport Capital Improvement Fund as well as maintains a three month coverage reserve of \$12.9 million.

FY 2011 Enplanements are estimated to be 4.1 million, representing a 2.2% increase from FY 2010 total Enplanements. FY 2012 Projected Enplanements are estimated to grow by 2.0% to 4.2 million. Below is a historical chart of enplanements at the airport.

### 10 Year History of San Antonio Enplanement Growth



**Airport Lease Negotiations** Lease negotiations with the Airlines are ongoing and are nearing completion. The new Lease Agreement includes the creation of an Airline Consortium which will assume responsibility for janitorial and technical maintenance services contracts currently managed by City staff. This approach reduces allocation of Airport and City overhead costs to certain areas, thereby reducing the cost per enplaned passenger to the Airlines.

## Six Year Capital Improvement Plan

The FY 2012 through FY 2017 Capital Plan for the City of San Antonio totals \$1.0 billion. The One-Year Capital Budget for FY 2012 totals \$565 million. The following table details the planned expenditures by program area.

**FY 2012 - FY2017 Capital Plan by Program Category**  
(\$ in Thousands)

Program Category	FY 2012 Amount	FY 2012 – FY 2017 Amount	Percentage
Streets	\$ 193,245	\$ 229,596	22.20%
Air Transportation	88,689	422,136	40.81%
Drainage	100,147	117,043	11.32%
Law Enforcement	41,546	41,546	4.02%
Parks	38,062	92,254	8.92%
Municipal Facilities	67,602	92,826	8.97%
Fire Protection	22,358	25,147	2.43%
Information Technology	10,185	10,185	0.98%
Libraries	3,601	3,601	0.35%
<b>Total FY 2012 Program</b>	<b>\$ 565,435</b>	<b>\$ 1,034,334</b>	<b>100.00%</b>

The six-year program contains 322 projects and represents the City's long range physical infrastructure development and improvement plan. Items in the six year scope include new streets and sidewalks, streets improvements, drainage enhancement projects, park and library facility rehabilitation projects, aquifer land acquisition and linear park development, public health and safety enhancements including new fire stations, airport system improvements, technology improvements, flood control projects and municipal facility construction and refurbishment projects.

**Parks Development** On November 2, 2010, the City held an election to impose a one-eighth (1/8<sup>th</sup>) cent sales and use tax for Proposition 1, the Edward's Aquifer Protection Venue Project, and Proposition 2, the Parks Development and expansion venue project. Propositions 1 and 2 provide for the collection of a one-eighth (1/8<sup>th</sup>) cent sales and use tax, receipts aggregating up to \$135 million to be used as follows: \$90 million to acquire and preserve land or interests in land in the Edwards Aquifer recharge and contributing zones both inside and outside Bexar County and \$45 million to be used for the acquisition of open space and linear parks along San Antonio's Creekways, including Leon Creek, Salado Creek, Apache Creek, Alazan Creek, Martinez Creek, San Pedro Creek, the Medina River and the San Antonio River. The \$45 million is also to be used for improvements and additions to the Municipal Parks and Recreation System.





# Program Changes

# Reductions



# Fund Schedules

# **All Funds Budget Summary**

**FY 2012 ALL FUNDS  
BUDGET SUMMARY**

	<b>GENERAL FUND</b>	<b>COMMUNITY DEV. BLOCK GRANT/HOME</b>	<b>CATEGORICAL GRANTS</b>	<b>SPECIAL REVENUE FUNDS</b>	<b>DEBT SERVICE FUNDS</b>	<b>TRUST AND AGENCY</b>
<b>ORGANIZATIONS</b>						
<b>Departmental Appropriations</b>						
Animal Care Services	\$ 9,446,275					
Aviation			665,504		38,274,398	
Building & Equipment Services			259,740			
Capital Improvements Management Services				17,141,433		
Center City Development	1,437,751	73,654		306,604		
City Attorney	7,126,994	259,146				
City Auditor	2,827,485					
City Clerk	2,044,458					
City Manager	3,009,803					
Code Enforcement Services <sup>1</sup>	11,274,453	157,861				
Communications & Public Affairs	1,215,527					
Convention, Sports, and Entertainment Facilities				32,610,107	18,797,918	
Convention & Visitors Bureau				19,442,514		
Cultural Affairs			25,000			
Customer Service & 311 System	3,884,724					
Development Services				17,332,621		
Downtown Operations	7,426,346			2,126,250	2,036,565	
Economic Development	2,426,501			6,282,637		
Finance	7,581,226					
Fire	239,301,236		4,608,489			
Grants Monitoring & Administration		8,331,869				
Health	11,399,925		23,100,980			
Human Resources	3,735,999					
Human Services	18,666,534	232,187	121,567,503			
Information Technology Services						
Intergovernmental Relations	1,001,378					
Library	33,251,105		1,185,731			
Management & Budget	2,590,149					
Mayor & Council	5,170,856					
Military Affairs			1,058,600			
Municipal Courts	12,640,899			1,832,758		
Municipal Elections	1,412,016					
Non-Departmental/Non-Operating	49,639,046		14,637,715	3,987,710		
Parks & Recreation	59,045,853	323,433	1,316,488	1,172,651		169,406
Planning & Community Development		5,399,466	193,417	3,249,472		
Police	342,651,720		8,925,528	5,042,338		
Public Works	64,909,647	20,000		33,252,133	7,307,919	
Self Insurance					297,209	
Solid Waste Management						
Contribution to Other Agencies <sup>2</sup>	17,667,099			7,289,969		
One-Time Projects	4,529,998					
Other Funds						
Otto Koehler & Public Education				756,656		
Government						
Debt Service					161,597,402	
<b>Total Net Appropriations</b>	\$ <u>927,315,003</u>	\$ <u>14,797,616</u>	\$ <u>177,544,695</u>	\$ <u>151,825,853</u>	\$ <u>228,311,411</u>	\$ <u>169,406</u>
<b>Transfers</b>	\$ <u>18,862,062</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>143,588,216</u>	\$ <u>0</u>	\$ <u>76,408</u>
<b>TOTAL APPROPRIATIONS</b>	\$ <u>946,177,065</u>	\$ <u>14,797,616</u>	\$ <u>177,544,695</u>	\$ <u>295,414,069</u>	\$ <u>228,311,411</u>	\$ <u>245,814</u>

<sup>1</sup> Code Enforcement is a division of the Development Services Department

<sup>2</sup> Of the \$7 million \$5 million is contribution to Cultural Agencies and \$2M is for Cultural Affairs Office administration

**FY 2012 ALL FUNDS  
BUDGET SUMMARY**

ENTERPRISE FUNDS	TOTAL OPERATING FUNDS	CAPITAL PROJECTS	TOTAL OPERATING/ CAPITAL	INTERNAL SERVICE FUNDS	ORGANIZATIONS
\$	\$	\$	\$	\$	<b>Departmental Appropriations</b>
49,216,151	9,446,275	88,689,049	9,446,275		Animal Care Services
	88,156,053		176,845,102		Aviation
	259,740		259,740	75,076,466	Building & Equipment Services
	17,141,433	330,245,000	347,386,433		Capital Improvements Management Services
	1,818,009		1,818,009		Center City Development
	7,386,140		7,386,140		City Attorney
	2,827,485		2,827,485		City Auditor
	2,044,458		2,044,458		City Clerk
	3,009,803		3,009,803		City Manager
	11,432,314		11,432,314		Code Enforcement Services <sup>1</sup>
	1,215,527		1,215,527		Communications & Public Affairs
	51,408,025	14,848,344	66,256,369		Convention, Sports, and Entertainment Facilities
	19,442,514		19,442,514		Convention & Visitors Bureau
	25,000		25,000		Cultural Affairs
	3,884,724		3,884,724		Customer Service & 311 System
	17,332,621		17,332,621		Development Services
6,202,752	17,791,913	2,080,000	19,871,913		Downtown Operations
	8,709,138		8,709,138		Economic Development
	7,581,226		7,581,226	4,826,342	Finance
	243,909,725	22,357,514	266,267,239		Fire
	8,331,869		8,331,869		Grants Monitoring & Administration
	34,500,905		34,500,905		Health
	3,735,999		3,735,999		Human Resources
	140,466,224	410,000	140,876,224		Human Services
	1,001,378	10,185,000	10,185,000	42,132,583	Information Technology Services
	34,436,836	3,600,954	38,037,790		Intergovernmental Relations
	2,590,149		2,590,149		Library
	5,170,856		5,170,856		Management & Budget
	1,058,600		1,058,600		Mayor & Council
	14,473,657		14,473,657		Military Affairs
	1,412,016		1,412,016		Municipal Courts
673,024	68,937,495		68,937,495		Municipal Elections
	62,027,831	15,858,747	77,886,578		Non-Departmental/Non-Operating
	8,842,355		8,842,355		Parks & Recreation
14,182	356,633,768	3,556,050	360,189,818		Planning & Community Development
	105,489,699	72,673,072	178,162,771		Police
				136,515,789	Public Works
90,358,892	90,656,101	931,270	91,587,371		Self Insurance
	24,957,068		24,957,068		Solid Waste Management
	4,529,998		4,529,998		Contribution to Other Agencies 2
					One-Time Projects
					Other Funds
					Otto Koehler, Public Education Government
	756,656		756,656		Debt Service
	<u>161,597,402</u>		<u>161,597,402</u>		
\$	\$	\$	\$	\$	<i>Total Net Appropriations</i>
<u>146,465,001</u>	<u>1,646,428,985</u>	<u>565,435,000</u>	<u>2,211,863,985</u>	<u>258,551,180</u>	
\$	\$	\$	\$	\$	<i>Transfers</i>
<u>60,439,753</u>	<u>222,966,439</u>	<u>0</u>	<u>222,966,439</u>	<u>5,767,828</u>	
\$	\$	\$	\$	\$	<b>TOTAL APPROPRIATIONS</b>
<u>206,904,754</u>	<u>1,869,395,424</u>	<u>565,435,000</u>	<u>2,434,830,424</u>	<u>264,319,008</u>	

**PROPOSED ANNUAL BUDGET FY 2012  
COMBINED BUDGET SUMMARY OF ALL FUND TYPES**

	<b>GOVERNMENTAL FUND TYPES</b>		
	<b>GENERAL</b>	<b>SPECIAL REVENUE</b>	<b>DEBT SERVICE</b>
<b>BEGINNING BALANCE</b>	<b>\$ 74,894,393</b>	<b>\$ 45,256,565</b>	<b>\$ 113,305,717</b>
<b>REVENUES</b>			
Property Tax	\$ 239,361,516	\$ 0	\$ 142,931,649
Delinquent Property Tax	4,918,520	0	2,508,737
Sales Tax	199,320,203	36,356,873	0
Other Tax	35,957,207	65,952,572	0
Licenses and Permits	6,668,871	0	0
Intergovernmental	7,399,588	15,021,066	0
CPS Energy	289,607,440	0	0
San Antonio Water System	10,161,799	0	0
Charges for Services	48,262,741	97,685,319	0
Fines & Forfeits	14,532,973	2,320,921	0
Miscellaneous	12,491,209	1,133,942	4,451,851
Grants	0	0	0
<i>Subtotal Revenues</i>	<i>\$ 868,682,067</i>	<i>\$ 218,470,693</i>	<i>\$ 149,892,237</i>
<i>Transfers from other funds</i>	<i>\$ 26,587,418</i>	<i>\$ 64,108,155</i>	<i>\$ 72,612,124</i>
<b>TOTAL REVENUES</b>	<b>\$ 895,269,485</b>	<b>\$ 282,578,848</b>	<b>\$ 222,504,361</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 970,163,878</b>	<b>\$ 327,835,413</b>	<b>\$ 335,810,078</b>
<b>APPROPRIATIONS</b>			
Administrative & Operational Excellence	\$ 67,347,546	\$ 433,700	\$ 0
Convention, Tourism & Culture	0	64,672,727	0
Economic Development	16,175,847	10,001,540	0
Environmental	0	652,250	0
Health & Human Services	80,984,662	0	0
Neighborhood Services	20,770,728	0	0
Parks & Recreation	59,045,853	843,357	0
Public Safety	603,408,309	24,207,717	0
Streets & Infrastructure	79,582,058	51,014,562	0
Debt Service	0	0	228,311,411
<i>Subtotal Appropriations</i>	<i>\$ 927,315,003</i>	<i>\$ 151,825,853</i>	<i>\$ 228,311,411</i>
<i>Transfers to other funds</i>	<i>\$ 18,862,062</i>	<i>\$ 143,588,216</i>	<i>\$ 0</i>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 946,177,065</b>	<b>\$ 295,414,069</b>	<b>\$ 228,311,411</b>
Reserve for Federal Stimulus 50 Police Officers (Incremental Amount)	1,000,000		
Financial Reserves (Incremental Amount)	1,911,806		
Reserve for Two-Year Budget Plan	21,075,007		
<b>GROSS ENDING FUND BALANCE</b>	<b>\$ 0</b>	<b>\$ 32,421,344</b>	<b>\$ 107,498,667</b>

**PROPOSED ANNUAL BUDGET FY 2012  
COMBINED BUDGET SUMMARY OF ALL FUND TYPES**

PROPRIETARY FUND TYPES		FIDUCIARY FUND TYPES		TOTAL				
ENTERPRISE		TRUST AND AGENCY		CATEGORICAL GRANTS		TOTAL ALL FUNDS FY 2012		
\$	22,575,086	\$	44,574	\$	0	\$	256,076,335	<b>BEGINNING BALANCE</b>
<b>REVENUES</b>								
\$	0	\$	0	\$	0	\$	382,293,165	Property Tax
	0		0		0		7,427,257	Delinquent Property Tax
	0		0		0		235,677,076	Sales Tax
	0		0		0		101,909,779	Other Tax
	0		0		0		6,668,871	Licenses and Permits
	0		0		0		22,420,654	Intergovernmental
	0		0		0		289,607,440	CPS Energy
	0		0		0		10,161,799	San Antonio Water System
	196,976,103		190,922		0		343,115,085	Charges for Services
	0		0		0		16,853,894	Fines & Forfeits
	1,465,144		10,318		0		19,552,464	Miscellaneous
	0		0		192,342,311		192,342,311	Grants
\$	198,441,247	\$	201,240	\$	192,342,311	\$	1,628,029,795	<i>Subtotal Revenues</i>
\$	773,023	\$	0	\$	0	\$	164,080,720	<i>Transfers from other funds</i>
\$	199,214,270	\$	201,240	\$	192,342,311	\$	1,792,110,515	<b>TOTAL REVENUES</b>
\$	221,789,356	\$	245,814	\$	192,342,311	\$	2,048,186,850	<b>TOTAL AVAILABLE FUNDS</b>
<b>APPROPRIATIONS</b>								
\$	0	\$	0	\$	259,146	\$	68,040,392	Administrative & Operational Excellence
	0		169,406		25,000		64,867,133	Convention, Tourism & Culture
	46,279,416		0		15,722,510		88,179,313	Economic Development
	91,031,916		0		14,897,455		106,581,621	Environmental
	0		0		144,900,670		225,885,332	Health & Human Services
	0		0		1,343,592		22,114,320	Neighborhood Services
	0		0		1,639,921		61,529,131	Parks & Recreation
	9,153,669		0		13,534,017		650,303,712	Public Safety
	0		0		20,000		130,616,620	Streets & Infrastructure
	0		0		0		228,311,411	Debt Service
\$	146,465,001	\$	169,406	\$	192,342,311	\$	1,646,428,985	<i>Subtotal Appropriations</i>
\$	60,439,753	\$	76,408	\$	0	\$	222,966,439	<i>Transfers to other funds</i>
\$	206,904,754	\$	245,814	\$	192,342,311	\$	1,869,395,424	<b>TOTAL APPROPRIATIONS</b>
\$	14,884,602	\$	0	\$	0	\$	178,791,426	<b>GROSS ENDING FUND BALANCE</b>





# **General Fund**

**GENERAL FUND  
SUMMARY OF PROPOSED BUDGET APPROPRIATIONS  
PROGRAM CHANGES BY DEPARTMENT**

	<b>BUDGET FY 2011</b>	<b>ESTIMATE FY 2011</b>	<b>CURRENT SERVICE FY 2012</b>	<b>MANDATES FY 2012</b>	<b>IMPROVEMENTS FY 2012</b>
<b>DEPARTMENTAL APPROPRIATIONS</b>					
Animal Care	\$ 8,618,058	8,618,058	8,260,414		1,405,164
Center City Development	1,235,831	1,091,481	1,578,189		77,164
City Attorney	7,121,385	7,088,316	7,221,538		162,786
City Auditor	2,834,476	2,711,979	3,185,080		51,969
City Clerk	2,110,920	2,106,326	2,069,278		33,185
City Manager	2,955,169	2,950,037	3,024,309		56,756
Code Enforcement Services <sup>1</sup>	11,216,873	11,210,317	10,984,991		561,268
Communication & Public Affairs	1,176,090	1,172,043	1,276,916		21,307
Customer Service & 311 Systems	3,701,111	3,663,131	3,834,314		171,811
Downtown Operations	7,496,653	7,495,314	7,715,526		97,295
Economic Development	2,396,893	2,348,960	2,577,410		41,108
Finance	7,455,700	7,297,847	7,400,519		131,316
Fire	236,407,292	236,407,000	237,975,228	4,216,543	479,441
Health	11,520,255	11,461,062	12,087,690		559,343
Human Services	19,006,426	19,005,529	18,963,246		1,628,242
Human Resources	4,132,544	3,972,725	3,945,521		64,763
Intergovernmental Relations	1,058,417	1,057,667	1,112,952		12,496
Library	32,751,024	32,367,898	32,220,093	645,000	1,334,472
Management & Budget	2,436,273	2,432,520	2,619,787		35,282
Mayor & Council	5,114,293	5,114,293	5,184,266		28,100
Municipal Court	12,344,242	11,906,182	12,542,684		482,955
Municipal Elections	1,625,878	1,457,423	1,412,016		
Parks & Recreation	58,740,901	58,325,025	59,628,751	479,100	1,535,824
Police	334,197,152	334,197,027	338,692,174	7,817,452	2,425,860
Public Works	63,349,961	63,341,163	64,312,301		2,367,271
Agencies	17,547,610	17,547,610	17,381,159		285,940
Non-Departmental/Non-Operating	44,798,965	43,527,895	47,102,986		1,763,008
One-Time Projects	5,129,998	5,129,998	1,279,998		3,250,000
Transfers	14,707,610	14,557,513	14,413,325		4,000,000
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 923,188,000</b>	<b>919,562,338</b>	<b>930,002,661</b>	<b>13,158,095</b>	<b>23,064,126</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 982,700,532</b>	<b>999,285,917</b>			
<b>GROSS ENDING BALANCE</b>	<b>\$ 59,512,532</b>	<b>79,723,578</b>			
<b>LESS: BUDGETED FINANCIAL RESERVES</b>					
Reserve for Federal Stimulus 50 Police Officers (Incremental Amount)	\$ 1,250,000	1,250,000			
Financial Reserves (Incremental Amount)	3,579,188	3,579,188			
Reserve for Two-Year Budget Plan	54,683,344	74,894,390			
<b>ENDING BALANCE</b>	<b>\$ 0</b>	<b>0</b>			
<b>BUDGET RESERVES SUMMARY</b>					
Reserve for Federal Stimulus 50 Police Officers (Cumulative)	\$ 1,250,000	1,250,000			
<b>Total Annual Budgeted Financial Reserves</b>	<b>83,416,130</b>	<b>83,416,130</b>			
Annual Budgeted Financial Reserves as a % of Appropriations	9%	9%			

<sup>1</sup> Code Enforcement is a division of the Development Services Department

**GENERAL FUND  
SUMMARY OF PROPOSED BUDGET APPROPRIATIONS  
PROGRAM CHANGES BY DEPARTMENT**

RE-ORGANIZATIONS FY 2012	REDUCTION/REDIRECTION FY 2012	TOTAL PROGRAM CHANGES	PROPOSED FY 2012	
				<b>DEPARTMENTAL APPROPRIATIONS</b>
	(219,303)	1,185,861	\$ 9,446,275	Animal Care
99,241	(316,843)	(140,438)	1,437,751	Center City Development
	(257,330)	(94,544)	7,126,994	City Attorney
	(409,564)	(357,595)	2,827,485	City Auditor
	(58,005)	(24,820)	2,044,458	City Clerk
	(71,262)	(14,506)	3,009,803	City Manager
(264,943)	(6,863)	289,462	11,274,453	Code Enforcement Services <sup>1</sup>
	(82,696)	(61,390)	1,215,527	Communication & Public Affairs
	(121,400)	50,411	3,884,724	Customer Service & 311 Systems
	(386,474)	(289,179)	7,426,346	Downtown Operations
	(192,017)	(150,909)	2,426,501	Economic Development
152,665	(103,274)	180,707	7,581,226	Finance
	(3,369,976)	1,326,008	239,301,236	Fire
	(1,247,108)	(687,765)	11,399,925	Health
	(1,924,955)	(296,713)	18,666,534	Human Services
	(274,285)	(209,522)	3,735,999	Human Resources
	(124,070)	(111,574)	1,001,378	Intergovernmental Relations
	(948,460)	1,031,012	33,251,105	Library
	(64,920)	(29,638)	2,590,149	Management & Budget
	(41,510)	(13,410)	5,170,856	Mayor & Council
	(384,740)	98,215	12,640,899	Municipal Court
		0	1,412,016	Municipal Elections
	(2,597,821)	(582,897)	59,045,853	Parks & Recreation
	(6,283,766)	3,959,546	342,651,720	Police
53,740	(1,823,665)	597,346	64,909,647	Public Works
	0	285,940	17,667,099	Agencies
(393,762)	1,166,814	2,536,060	49,639,046	Non-Departmental/Non-Operating
0	0	3,250,000	4,529,998	One-Time Projects
493,228	(44,491)	4,448,737	18,862,062	Transfers
<b>140,169</b>	<b>(20,187,984)</b>	<b>16,174,405</b>	<b>\$ 946,177,065</b>	<b>TOTAL APPROPRIATIONS</b>
			<b>\$ 970,163,878</b>	<b>TOTAL AVAILABLE FUNDS</b>
			<b>\$ 23,986,813</b>	<b>GROSS ENDING BALANCE</b>
				<b>LESS: BUDGETED FINANCIAL RESERVES</b>
			\$ 1,000,000	Reserve for Federal Stimulus 50 Police Officers (Incremental Amount)
			1,911,806	Financial Reserves (Incremental Amount)
			21,075,007	Reserve for Two-Year Budget Plan
			<b>\$ 0</b>	<b>ENDING BALANCE</b>
				<b>BUDGET RESERVES SUMMARY</b>
			\$ 2,250,000	Reserve for Federal Stimulus 50 Police Officers (Cumulative)
			<b>85,327,936</b>	<b>Total Annual Budgeted Financial Reserves</b>
			9%	Annual Budgeted Financial Reserves as a % of Appropriations

<sup>1</sup> Code Enforcement is a division of the Development Services Department

**GENERAL FUND  
SUMMARY OF PROPOSED BUDGET  
AVAILABLE FUNDS**

<b>AVAILABLE FUNDS</b>	ACTUAL FY 2010	ADOPTED FY 2011	ESTIMATE FY 2011	PROPOSED FY 2012
Beginning Balance (Excluding Financial Reserves)	\$ 72,040,149	\$ 63,021,860	\$ 63,021,860	0
Use of Reserve for Two-Year Budget Plan	28,267,528	38,326,317	38,326,317	74,894,392
Accounting Adjustment	3,898,730			
<i>Net Balance</i>	<b>\$ 104,206,407</b>	<b>\$ 101,348,177</b>	<b>\$ 101,348,177</b>	<b>\$ 74,894,392</b>
<b>REVENUES</b>				
Current Property Tax	\$ 244,378,356	\$ 239,079,670	\$ 239,220,241	\$ 239,361,516
City Sales Tax	188,740,749	195,315,378	198,491,531	199,320,203
CPS Energy	283,502,448	286,552,786	296,434,786	289,607,440
Business & Franchise Tax	32,513,950	31,029,172	31,280,631	31,190,207
Liquor By the Drink Tax	5,920,802	5,920,802	5,984,535	4,767,000
Delinquent Property Tax	2,486,340	1,605,370	1,808,127	2,668,520
Penalty & Interest on Delinquent Taxes	2,335,486	2,316,600	2,316,600	2,250,000
Licenses & Permits	6,336,792	6,453,292	6,686,087	6,668,871
San Antonio Water System	9,223,627	10,037,336	10,448,532	10,161,799
Other Agencies	8,092,646	7,603,618	7,922,962	7,399,588
Charges for Current Services				
General Government	5,253,465	5,346,427	5,560,066	5,638,994
Public Safety	25,418,902	26,391,775	26,775,277	28,043,454
Highways/Streets/Sanitation	499,284	821,366	802,031	803,481
Health	3,961,612	3,453,668	3,367,151	3,383,205
Recreation & Culture	11,659,515	10,308,217	10,385,493	10,393,607
Fines	11,601,775	15,019,408	14,532,474	14,532,973
Miscellaneous Revenue				
Sale of Property	3,416,255	3,631,409	4,700,509	5,170,929
Use of Money & Property	2,185,084	1,888,613	1,990,913	2,027,206
Interest on Time Deposits	841,733	747,896	692,014	1,118,637
Recovery of Expenditures	1,548,272	1,603,441	2,643,238	2,275,199
Miscellaneous	452,704	346,812	395,994	309,238
Interfund Charges	1,907,209	1,690,768	1,834,716	1,590,000
<b>Total Revenues</b>	<b>\$ 852,277,006</b>	<b>\$ 857,163,824</b>	<b>\$ 874,273,908</b>	<b>\$ 868,682,067</b>
Transfer from Other Funds	\$ 24,931,687	\$ 24,188,531	\$ 23,663,832	\$ 26,587,418
<b>Total Revenue &amp; Transfers</b>	<b>\$ 877,208,693</b>	<b>\$ 881,352,355</b>	<b>\$ 897,937,740</b>	<b>\$ 895,269,485</b>
<b>Total Available Funds</b>	<b>\$ 981,415,100</b>	<b>\$ 982,700,532</b>	<b>\$ 999,285,917</b>	<b>\$ 970,163,878</b>

**GENERAL FUND  
SUMMARY OF PROPOSED BUDGET  
APPROPRIATIONS**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATE FY 2011	PROPOSED FY 2012
<b>DEPARTMENTAL APPROPRIATIONS</b>				
Animal Care	\$ 8,117,257	\$ 8,618,058	\$ 8,618,058	\$ 9,446,275
Center City Development	0	1,235,831	1,091,481	1,437,751
City Attorney	6,968,163	7,121,385	7,088,316	7,126,994
City Auditor	2,616,784	2,834,476	2,711,979	2,827,485
City Clerk	2,055,391	2,110,920	2,106,326	2,044,458
City Manager	2,741,229	2,955,169	2,950,037	3,009,803
Code Enforcement Services <sup>1</sup>	10,449,075	11,216,873	11,210,317	11,274,453
Communication & Public Affairs	903,408	1,176,090	1,172,043	1,215,527
Customer Service & 311 Systems	3,645,586	3,701,111	3,663,131	3,884,724
Downtown Operations	8,796,700	7,496,653	7,495,314	7,426,346
Economic Development	2,313,135	2,396,893	2,348,960	2,426,501
Finance	6,835,963	7,455,700	7,297,847	7,581,226
Fire	224,853,197	236,407,292	236,407,000	239,301,236
Health	11,447,690	11,520,255	11,461,062	11,399,925
Human Resources	3,798,075	4,132,544	3,972,725	3,735,999
Human Services	25,388,516	19,006,426	19,005,529	18,666,534
Intergovernmental Relations	862,450	1,058,417	1,057,667	1,001,378
Library	28,903,162	32,751,024	32,367,898	33,251,105
Management & Budget	2,011,329	2,436,273	2,432,520	2,590,149
Mayor & Council	4,652,660	5,114,293	5,114,293	5,170,856
Municipal Court	11,308,758	12,344,242	11,906,182	12,640,899
Municipal Elections	45,629	1,625,878	1,457,423	1,412,016
Parks & Recreation	54,588,287	58,740,901	58,325,025	59,045,853
Police	315,370,590	334,197,152	334,197,027	342,651,720
Public Works	70,745,549	63,349,961	63,341,163	64,909,647
Agencies	6,867,347	17,547,610	17,547,610	17,667,099
Non-Departmental/Non-Operating	42,626,746	44,798,965	43,527,895	49,639,046
One-Time Projects	1,434,789	5,129,998	5,129,998	4,529,998
Transfers	19,040,459	14,707,610	14,557,513	18,862,062
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 879,387,924</b>	<b>\$ 923,188,000</b>	<b>\$ 919,562,339</b>	<b>\$ 946,177,065</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 981,415,100</b>	<b>\$ 982,700,532</b>	<b>\$ 999,285,917</b>	<b>\$ 970,163,878</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 102,027,181</b>	<b>\$ 59,512,532</b>	<b>\$ 79,723,577</b>	<b>\$ 23,986,813</b>
<b>LESS: BUDGETED FINANCIAL RESERVES</b>				
Reserve for Federal Stimulus 50 Police Officers (Incremental Amount)	\$	\$ 1,250,000	\$ 1,250,000	\$ 1,000,000
Financial Reserves (Incremental Amount)	678,998	3,579,188	3,579,185	1,911,806
Reserve for Two-Year Budget Plan	38,326,317	54,683,344	74,894,392	21,075,007
<b>ENDING BALANCE</b>	<b>\$ 63,021,866</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>BUDGET RESERVES SUMMARY</b>				
Reserve for Federal Stimulus 50 Police Officers (Cumulative)	\$	\$ 1,250,000	\$ 1,250,000	\$ 2,250,000
<b>Total Annual Budgeted Financial Reserves</b>	<b>79,836,944</b>	<b>83,416,130</b>	<b>83,416,130</b>	<b>85,327,936</b>
Annual Budgeted Financial Reserves as a % of Appropriations	9%	9%	9%	9%

<sup>1</sup> Code Enforcement is a division of the Development Services Department

**CURRENT PROPERTY TAX REVENUE  
ALL TAX SUPPORTED FUNDS  
SUMMARY OF PROPOSED BUDGET**

Description:

The Bexar Appraisal District provides the City with the value, ownership, and taxability of property within the City limits. Property taxes levied each year by the City on real property, mobile homes, and personal property at 100% of the appraised market value. In addition to providing General Fund operating support, property tax revenue is used to retire tax supported debt.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATE FY 2011	PROPOSED FY 2012
<b>ASSESSED VALUATION</b>				
Real Property	74,866,793,004	74,028,523,634	73,582,917,352	73,473,169,076
Personal Property	9,614,818,460	9,170,885,590	9,112,872,303	9,365,194,892
<i>Sub-Total</i>	<b>84,481,611,464</b>	<b>83,199,409,224</b>	<b>82,695,789,655</b>	<b>82,838,363,968</b>
<b>Less</b>				
Over-65 Exemptions	4,504,707,310	4,441,944,059	4,535,340,475	4,501,807,470
Disabled Veterans Exemptions	179,241,541	175,551,933	180,178,183	174,914,022
Disabled Veterans 100% Exemptions	369,382,470	382,831,328	413,095,720	427,967,513
Disabled Residence Homestead Exemptions	124,482,957	115,130,588	122,890,121	112,947,420
Historic Property Exemptions	63,860,434	56,464,024	56,881,324	75,810,775
Freeport Exemptions	582,723,688	462,630,216	473,800,266	455,717,674
Tax Abatement/Phase-In Exemptions	757,817,893	807,920,198	777,999,613	878,276,216
Residence Homestead 10% Limitations	236,319,657	127,934,835	126,789,359	61,001,840
Agricultural Productivity Loss	551,206,047	512,747,915	523,579,819	491,120,587
Pollution Control Property	68,742,411	65,649,478	65,649,478	62,379,535
Low Income Housing	24,762,410	24,252,902	40,234,832	40,839,000
Energy Exemptions	5,548,644	6,055,667	6,055,667	6,055,667
Absolute Exemptions	4,241,335,152	4,362,796,698	4,369,376,074	4,303,496,166
Pro-Rated Exemptions	28,261,161	26,344,122	40,384,850	6,560,104
<b>TOTAL TAXABLE VALUE</b>	<b>72,743,219,689</b>	<b>71,631,155,261</b>	<b>70,963,533,874</b>	<b>71,239,469,979</b>
<b>TAX RATE/\$100 VALUATION</b>				
General Fund	\$ 0.35419	\$ 0.35419	\$ 0.35419	\$ 0.35419
G.O. Debt Service Fund	0.21150	0.21150	0.21150	0.21150
<b>TOTAL TAX RATE</b>	<b>\$ 0.56569</b>	<b>\$ 0.56569</b>	<b>\$ 0.56569</b>	<b>\$ 0.56569</b>
<b>CURRENT PROPERTY TAX REVENUE</b>				
Current Levy (Gross)	\$ 411,501,119	\$ 405,210,282	\$ 401,433,615	\$ 402,994,558
Less Delinquencies	8,540,179	10,003,258	8,323,814	9,966,072
Less TIRZ Tax Increment Collections	6,488,481	7,231,660	5,980,757	6,383,640
Less Over-65 & Disabled Tax Ceiling	5,604,661	5,079,972	5,061,515	4,351,681
<b>CURRENT LEVY (NET)</b>	<b>\$ 390,867,798</b>	<b>\$ 382,895,392</b>	<b>\$ 382,067,529</b>	<b>\$ 382,293,165</b>
<b>PERCENT OF LEVY COLLECTED</b>				
	97.90%	97.50%	97.90%	97.50%
<b>DISTRIBUTION BY FUND</b>				
General Fund	\$ 244,730,268	\$ 239,738,583	\$ 239,220,241	\$ 239,361,516
G.O. Debt Service Fund	146,137,530	143,156,809	142,847,288	142,931,649
<b>CURRENT COLLECTIONS</b>	<b>\$ 390,867,798</b>	<b>\$ 382,895,392</b>	<b>\$ 382,067,529</b>	<b>\$ 382,293,165</b>

**DELINQUENT PROPERTY TAX REVENUE  
ALL TAX SUPPORTED FUNDS  
SUMMARY OF PROPOSED BUDGET**

Description:

This schedule reflects estimated delinquent property tax revenue. Delinquent property tax collections are net of refunds issued for prior tax years and are dedicated to the support of General Fund operations and required debt service payments.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATE FY 2011	PROPOSED FY 2012
<b>DELINQUENT TAX RECEIVABLE</b>				
Real Property	\$ 10,608,144	\$ 9,565,000	\$ 12,109,500	\$ 12,247,500
Personal Property	6,938,115	7,880,000	8,050,000	8,165,000
<b>TOTAL DELINQUENT TAX RECEIVABLE</b>	<b>\$ 17,546,259</b>	<b>\$ 17,445,000</b>	<b>\$ 20,159,500</b>	<b>\$ 20,412,500</b>
<b>TAX RATE FOR DISTRIBUTION</b>				
General Fund	\$ 0.35564	\$ 0.35419	\$ 0.35419	\$ 0.35419
G.O. Debt Service Fund	0.21150	0.21150	0.21150	0.21150
<b>TOTAL TAX RATE</b>	<b>\$ 0.56714</b>	<b>\$ 0.56569</b>	<b>\$ 0.56569</b>	<b>\$ 0.56569</b>
<b>COLLECTIONS</b>				
Real Property	\$ 2,959,713	\$ 4,008,000	\$ 1,795,000	\$ 2,960,000
Personal Property	228,920	310,000	133,000	237,000
Delinquent Tax Attorney Fees	0	0	1,150,000	1,150,000
<b>TOTAL COLLECTIONS</b>	<b>\$ 3,188,633</b>	<b>\$ 4,318,000</b>	<b>\$ 3,078,000</b>	<b>\$ 4,347,000</b>
Less TIRZ Tax Increment Collections	114,897	153,000	190,174	85,000
<b>NET COLLECTIONS</b>	<b>\$ 3,073,736</b>	<b>\$ 4,165,000</b>	<b>\$ 2,887,826</b>	<b>\$ 4,262,000</b>
<b>PERCENT OF TOTAL DELINQUENT TAXES COLLECTED</b>				
	18.17%	24.75%	15.27%	21.30%
<b>DISTRIBUTION BY FUND</b>				
General Fund	\$ 1,927,467	\$ 2,607,790	\$ 1,808,127	\$ 2,668,520
G.O. Debt Service Fund	1,146,269	1,557,210	1,079,699	1,593,480
<b>TOTAL DISTRIBUTION BY FUND</b>	<b>\$ 3,073,736</b>	<b>\$ 4,165,000</b>	<b>\$ 2,887,826</b>	<b>\$ 4,262,000</b>





# **Special Revenue Funds**



**SPECIAL REVENUE FUND  
ADVANCED TRANSPORTATION DISTRICT FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2005, the Advanced Transportation District (ATD) Fund was established to account for all revenues and expenditures associated with the administration and project delivery of the ATD Program. The ATD Program delivers projects that increase mobility, reduce traffic congestion, improve neighborhood connectivity, leverage resources and provide coordinated planning.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 2,080,681	\$ 157,634	\$ 7,986,017	\$ 3,805,697
Adjustment for Reserve	4,253,586	0	(4,279,702)	0
<i>Net Balance</i>	<b>\$ 6,334,267</b>	<b>\$ 157,634</b>	<b>\$ 3,706,315</b>	<b>\$ 3,805,697</b>
<b>REVENUES</b>				
Sales Tax Revenue	\$ 11,077,474	\$ 10,796,233	\$ 11,048,033	\$ 11,441,848
Interest on Time Deposits	46,329	54,196	36,677	42,279
Recovery of Expenditures	167	0	0	0
<i>Total Revenues &amp; Transfers</i>	<b>\$ 11,123,970</b>	<b>\$ 10,850,429</b>	<b>\$ 11,084,710</b>	<b>\$ 11,484,127</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 17,458,237</b>	<b>\$ 11,008,063</b>	<b>\$ 14,791,025</b>	<b>\$ 15,289,824</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 1,347,606	\$ 1,401,323	\$ 1,407,004	\$ 1,428,123
Contractual Services	370,772	259,014	240,014	259,828
Commodities	37,388	70,745	58,369	70,745
Self-Insurance/Other Expenditures	262,621	279,224	290,416	267,067
Capital Outlay	0	8,612	9,907	434,120
<i>Subtotal Operating</i>	<b>\$ 2,018,387</b>	<b>\$ 2,018,918</b>	<b>\$ 2,005,710</b>	<b>\$ 2,459,883</b>
<b>Transfers To</b>				
General Fund - Indirect Costs	\$ 33,313	\$ 33,813	\$ 109,798	\$ 109,798
IT Portfolio Investment Projects	10,530	0	0	0
Transfer to Solid Waste Fund	0	81,920	81,920	83,465
Transfer to Grant	0	0	29,000	20,000
Capital Projects				
Intersection Improvements	280,644	1,430,000	1,430,000	2,370,000
Sidewalk Improvements	4,100,279	4,300,000	4,300,000	6,950,129
Reserve for Capital Projects	0	0	0	0
Debt Service	3,029,067	3,028,900	3,028,900	3,028,150
<i>Subtotal Transfers</i>	<b>\$ 7,453,833</b>	<b>\$ 8,874,633</b>	<b>\$ 8,979,618</b>	<b>\$ 12,561,542</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 9,472,220</b>	<b>\$ 10,893,551</b>	<b>\$ 10,985,328</b>	<b>\$ 15,021,425</b>
<b>ENDING BALANCE</b>	<b>\$ 7,986,017</b>	<b>\$ 114,512</b>	<b>\$ 3,805,697</b>	<b>\$ 268,399</b>

**SPECIAL REVENUE FUND  
CAPITAL IMPROVEMENTS MANAGEMENT SERVICES FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2008, the Capital Improvements Management Services Fund was established to account for all the revenues and expenditures associated with the administration and delivery of capital improvement projects. The Capital Improvements Management Services Department will manage and administer the delivery of capital projects including streets and sidewalks, drainage, parks, libraries and municipal facilities. This fund will capture the administrative expenditures related to the delivery of projects and will account for the recovery of expenditures from Capital Program revenues such as General Obligation Bonds and Certificates of Obligation.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ (263,209)	\$ 0	\$ 0	\$ 0
	<u>240,839</u>	<u>0</u>	<u>0</u>	<u>0</u>
<i>Net Balance</i>	<b>\$ (22,370)</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>REVENUES</b>				
Capital Administrative Charges	\$ 10,557,516	\$ 12,708,809	\$ 12,650,533	\$ 13,483,944
Capital Administrative Charges - Aviation	295,358	0	0	0
Transfer from General Fund	4,598,031	4,334,445	4,075,841	4,228,457
Miscellaneous Revenues	49,931	24,480	48,846	50,028
Transfer from Aviation	33,078	33,747	33,747	0
Transfer from Hotel Occupancy Tax Fund	33,078	33,747	33,747	0
Transfer from Edwards Aquifer	0	78,422	78,422	0
<i>Total Revenue &amp; Transfers</i>	<b>\$ 15,566,992</b>	<b>\$ 17,213,650</b>	<b>\$ 16,921,136</b>	<b>\$ 17,762,429</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 15,544,622</b>	<b>\$ 17,213,650</b>	<b>\$ 16,921,136</b>	<b>\$ 17,762,429</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
<b>CAPITAL IMPROVEMENTS MANAGEMENT SERVICES</b>				
Personal Services	\$ 12,898,634	\$ 14,319,078	\$ 14,091,652	\$ 14,680,116
Contractual Services	448,744	547,420	506,096	634,052
Commodities	115,183	187,823	187,823	206,090
Self-Insurance/Other Expenditures	1,499,297	1,413,879	1,440,847	1,570,342
Capital Outlay	60,065	81,000	88,500	50,833
<i>Subtotal Operating</i>	<b>\$ 15,021,923</b>	<b>\$ 16,549,200</b>	<b>\$ 16,314,918</b>	<b>\$ 17,141,433</b>
<b>ECONOMIC DEVELOPMENT (SBEDA)</b>				
Personal Services	\$ 367,386	\$ 541,168	\$ 537,329	\$ 514,471
Contractual Services	5,597	45,500	1,058	45,500
Commodities	1,064	10,700	2,712	10,700
Self Insurance/Other Expenditures	60,290	67,082	65,069	50,325
Capital Outlay	0	0	50	0
<i>Subtotal Operating</i>	<b>\$ 434,336</b>	<b>\$ 664,450</b>	<b>\$ 606,218</b>	<b>\$ 620,996</b>
<b>TOTAL OPERATING EXPENSES</b>				
Personal Services	\$ 13,266,020	\$ 14,860,246	\$ 14,628,981	\$ 15,194,587
Contractual Services	454,341	592,920	507,154	679,552
Commodities	116,247	198,523	190,535	216,790
Self Insurance/Other Expenditures	1,559,587	1,480,961	1,505,916	1,620,667
Capital Outlay	60,065	81,000	88,550	50,833
<i>Subtotal Operating</i>	<b>\$ 15,456,260</b>	<b>\$ 17,213,650</b>	<b>\$ 16,921,136</b>	<b>\$ 17,762,429</b>
<b>Transfers To</b>				
IT Portfolio Investment Projects	\$ 88,362	\$ 0	\$ 0	\$ 0
<i>Subtotal Transfers</i>	<b>\$ 88,362</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 15,544,622</b>	<b>\$ 17,213,650</b>	<b>\$ 16,921,136</b>	<b>\$ 17,762,429</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

**SPECIAL REVENUE FUND  
CHILD SAFETY FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Child Safety Fund was established to account for revenues authorized by the 1991 State Legislature. The revenues, which come from added fees on parking tickets, school zone violations and vehicle registrations, must be used primarily for the school crossing guard program with the remaining funds applied to programs designed to enhance child safety, health or nutrition, child abuse intervention/prevention and drug and alcohol abuse prevention.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 376,701	\$ 485,960	\$ 163,947	\$ 0
Accounting Adjustment	5,978	0	0	0
<i>Net Balance</i>	<b>\$ 382,679</b>	<b>\$ 485,960</b>	<b>\$ 163,947</b>	<b>\$ 0</b>
<b>REVENUES</b>				
Parking Fines	\$ 177,321	\$ 172,259	\$ 126,886	\$ 131,961
Moving Violations	269,803	271,683	318,430	331,167
Bexar County - Vehicle Registration	1,543,938	1,617,784	1,637,966	1,703,485
Recovery of Prior Year Expenditures	0	0	0	0
Interest on Time Deposits	1,180	0	0	0
<i>Total Revenues &amp; Transfers</i>	<b>\$ 1,992,242</b>	<b>\$ 2,061,726</b>	<b>\$ 2,083,282</b>	<b>\$ 2,166,613</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 2,374,921</b>	<b>\$ 2,547,686</b>	<b>\$ 2,247,229</b>	<b>\$ 2,166,613</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 1,323,797	\$ 1,748,187	\$ 1,332,390	\$ 1,679,791
Contractual Services	8,601	3,454	10,118	3,454
Commodities	28,132	33,049	13,112	33,049
Self-Insurance/Other Expenditures	473,465	440,759	602,130	425,934
Capital Outlay	0	0	0	0
<i>Subtotal Operating</i>	<b>\$ 1,833,995</b>	<b>\$ 2,225,449</b>	<b>\$ 1,957,750</b>	<b>\$ 2,142,228</b>
<b>Transfers To</b>				
General Fund	\$ 376,979	\$ 322,237	\$ 289,479	\$ 24,385
<i>Subtotal Transfers</i>	<b>\$ 376,979</b>	<b>\$ 322,237</b>	<b>\$ 289,479</b>	<b>\$ 24,385</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 2,210,974</b>	<b>\$ 2,547,686</b>	<b>\$ 2,247,229</b>	<b>\$ 2,166,613</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 163,947</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

**SPECIAL REVENUE FUND  
HOTEL OCCUPANCY TAX FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Hotel Occupancy Tax Fund captures revenues generated by the Hotel Occupancy Tax and supports the arts, tourism, and convention activities through transfers to the Community and Visitor Facilities Fund, Convention and Visitors Bureau Fund, and Cultural Affairs Fund.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 4,305,765	\$ 5,214,156	\$ 6,617,875	\$ 6,110,635
Adjustment for Reserve	<u>201,860</u>	<u>0</u>	<u>0</u>	<u>0</u>
<i>Net Balance</i>	<b>\$ 4,507,625</b>	<b>\$ 5,214,156</b>	<b>\$ 6,617,875</b>	<b>\$ 6,110,635</b>
<b>REVENUES</b>				
Hotel Occupancy Tax	\$ 46,460,193	\$ 47,776,936	\$ 48,082,598	\$ 48,996,167
Interest on Time Deposits	50,806	22,653	27,853	57,235
State Events Trust Fund Rebates	5,845,969	3,525,627	2,549,169	2,240,241
Miscellaneous Revenue	642,990	82,380	77,910	29,391
Transfer from Improvement & Contingency	2,896	0	0	0
<i>Total Revenue &amp; Transfers</i>	<b>\$ 53,002,854</b>	<b>\$ 51,407,596</b>	<b>\$ 50,737,530</b>	<b>\$ 51,323,034</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 57,510,479</b>	<b>\$ 56,621,752</b>	<b>\$ 57,355,405</b>	<b>\$ 57,433,669</b>
<b>APPROPRIATIONS</b>				
<b>Transfers To</b>				
Community & Visitor Facilities Fund	\$ 15,005,144	\$ 16,048,815	\$ 15,980,002	\$ 16,205,025
Convention & Visitors Bureau Fund	18,886,148	19,452,414	18,900,408	19,479,874
Cultural Affairs Fund (Arts)	7,638,771	7,166,540	7,145,922	7,349,425
Support for History and Preservation	6,969,029	7,166,540	7,212,390	7,349,425
General Fund - Indirect Cost	1,597,257	1,606,959	1,626,237	1,792,502
General Fund - Other	83,455	73,214	73,214	73,214
Public Improvement District	33,078	0	0	0
Retired Employees Health Insurance	151,991	0	0	0
Contractual Obligations	306,597	306,597	306,597	306,597
IT Portfolio Investment Projects	221,134	0	0	0
<i>Subtotal Transfers</i>	<b>\$ 50,892,604</b>	<b>\$ 51,821,079</b>	<b>\$ 51,244,770</b>	<b>\$ 52,556,062</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 50,892,604</b>	<b>\$ 51,821,079</b>	<b>\$ 51,244,770</b>	<b>\$ 52,556,062</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 6,617,875</b>	<b>\$ 4,800,673</b>	<b>\$ 6,110,635</b>	<b>\$ 4,877,607</b>
<b>RESERVE FOR TWO-YEAR BALANCED BUDGET</b>	<b>\$ 0</b>	<b>\$ 3,000,000</b>	<b>\$ 3,000,000</b>	<b>\$ 3,000,000</b>
<b>NET ENDING BALANCE</b>	<b>\$ 6,617,875</b>	<b>\$ 1,800,673</b>	<b>\$ 3,110,635</b>	<b>\$ 1,877,607</b>

**SPECIAL REVENUE FUND  
COMMUNITY AND VISITOR FACILITIES FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Community and Visitor Facilities Fund was established in FY 2004 to account for revenues and expenditures generated from all Convention and Tourism activities relating to the promotion of all City of San Antonio owned facilities to be used for conventions, community and entertainment venues.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 0	\$ 0	\$ 0	\$ 0
Net Balance	\$ 0	\$ 0	\$ 0	\$ 0
<b>REVENUES</b>				
Convention Sports and Entertainment Facilities				
Convention Center Revenue	\$ 9,596,251	\$ 10,661,801	\$ 10,910,496	\$ 11,000,972
Alamodome Revenues	6,947,037	6,756,635	6,289,712	6,800,927
Municipal Auditorium Revenue	646,726	266,248	341,014	0
Miscellaneous Revenue	0	350,000	0	0
Transfer from CSEF State Rebate Fund	0	392,901	392,901	0
Transfer from Other Funds	150,067	164,885	164,885	164,459
International Relations				
Miscellaneous Revenue	4,440	7,190	600	7,403
General Fund Contribution-CASA	263,286	285,638	241,056	192,865
Transfer from Hotel Occupancy Tax	15,005,144	16,048,815	15,980,002	16,205,025
Total Revenue & Transfers	<b>\$ 32,612,951</b>	<b>\$ 34,934,113</b>	<b>\$ 34,320,666</b>	<b>\$ 34,371,651</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 32,612,951</b>	<b>\$ 34,934,113</b>	<b>\$ 34,320,666</b>	<b>\$ 34,371,651</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
<b>CONVENTION, SPORTS, &amp; ENTERTAINMENT FACILITIES</b>				
Personal Services	\$ 14,809,567	\$ 16,339,496	\$ 15,981,764	\$ 15,873,031
Contractual Services	3,368,560	3,324,197	3,324,197	3,590,129
Commodities	846,859	913,320	913,417	902,369
Self-Insurance/Other Expenditures	10,671,655	10,990,577	10,859,347	10,646,321
Capital Outlay	496	55,226	55,226	47,429
Subtotal Operating	<b>\$ 29,697,137</b>	<b>\$ 31,622,816</b>	<b>\$ 31,133,951</b>	<b>\$ 31,059,279</b>
<b>NON-DEPARTMENTAL</b>				
Personal Services	\$ 652,787	\$ 614,831	\$ 486,640	\$ 524,218
Hosting Obligations	1,571,835	1,734,392	1,734,392	1,278,968
Contractual Services	485,090	771,211	766,413	1,323,048
Commodities	40,174	48,172	50,367	48,172
Self-Insurance/Other Expenditures	58,420	32,999	40,147	25,461
Capital Outlay	0	1,700	764	4,020
Subtotal Operating	<b>\$ 2,808,306</b>	<b>\$ 3,203,305</b>	<b>\$ 3,078,723</b>	<b>\$ 3,203,887</b>
<b>TOTAL OPERATING EXPENSES</b>				
Personal Services	\$ 15,462,354	\$ 16,954,327	\$ 16,468,404	\$ 16,397,249
Contractual Services	5,425,485	5,829,800	5,825,002	6,192,145
Commodities	887,033	961,492	963,784	950,541
Self-Insurance/Other Expenditures	10,730,075	11,023,576	10,899,494	10,671,782
Capital Outlay	496	56,926	55,990	51,449
Total Operating	<b>\$ 32,505,443</b>	<b>\$ 34,826,121</b>	<b>\$ 34,212,674</b>	<b>\$ 34,263,166</b>
<b>Transfers To</b>				
International Center	\$ 83,328	\$ 0	\$ 0	\$ 0
General Fund	0	83,328	83,328	83,328
Public Improvement District	24,180	24,664	24,664	25,157
Subtotal Transfers	<b>\$ 107,508</b>	<b>\$ 107,992</b>	<b>\$ 107,992</b>	<b>\$ 108,485</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 32,612,951</b>	<b>\$ 34,934,113</b>	<b>\$ 34,320,666</b>	<b>\$ 34,371,651</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>



**SPECIAL REVENUE FUND  
CONVENTION AND VISITORS BUREAU FUND  
SUMMARY OF PROPOSED BUDGET**

In FY 2007, the Convention and Visitors Bureau was established as an independent fund, separating from the Community and Visitor Facilities Fund. The expenditures account for the marketing and promotion of San Antonio.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 0	\$ 0	\$ 0	\$ 0
Adjustment for Reserve	0	0	0	0
<i>Net Balance</i>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b>REVENUES</b>				
Miscellaneous Revenue	\$ 299,222	\$ 169,000	\$ 189,073	\$ 179,601
Transfer from Hotel Occupancy Tax	18,886,148	19,452,414	18,900,408	19,479,874
<i>Total Revenue &amp; Transfers</i>	<u>\$ 19,185,370</u>	<u>\$ 19,621,414</u>	<u>\$ 19,089,481</u>	<u>\$ 19,659,475</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 19,185,370</u>	<u>\$ 19,621,414</u>	<u>\$ 19,089,481</u>	<u>\$ 19,659,475</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
<b>CONVENTION &amp; VISITORS BUREAU</b>				
Personal Services	\$ 6,982,381	\$ 7,127,204	\$ 6,899,327	\$ 7,241,364
Contractual Services	10,366,404	10,548,175	10,359,621	10,682,993
Destination San Antonio	250,000	250,000	100,000	250,000
Commodities	240,040	227,767	245,553	175,947
Self-Insurance/ Other Expenditures	598,986	527,702	549,414	474,281
Capital Outlay	21,141	99,148	94,148	33,472
<i>Subtotal Operating</i>	<u>\$ 18,458,952</u>	<u>\$ 18,779,996</u>	<u>\$ 18,248,063</u>	<u>\$ 18,858,057</u>
<b>Transfers To</b>				
International Center	\$ 526,418	\$ 0	\$ 0	\$ 0
General Fund	0	526,418	526,418	526,418
Visitor Information Center	200,000	315,000	315,000	275,000
<i>Subtotal Transfers</i>	<u>\$ 726,418</u>	<u>\$ 841,418</u>	<u>\$ 841,418</u>	<u>\$ 801,418</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 19,185,370</u>	<u>\$ 19,621,414</u>	<u>\$ 19,089,481</u>	<u>\$ 19,659,475</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

**SPECIAL REVENUE FUND  
CULTURAL AFFAIRS FUND  
SUMMARY OF PROPOSED BUDGET**

In FY 2006 - 2007, the Office of Cultural Affairs was established as a fund, separating from the Community and Visitor Facilities Fund. The expenditures are generated from the leadership, resources and support for arts and cultural organizations.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 0	\$ 0	\$ 0	\$ 0
<i>Net Balance</i>	\$ 0	\$ 0	\$ 0	\$ 0
<b>REVENUES</b>				
Transfer from Hotel Occupancy Tax	\$ 7,638,771	\$ 7,166,540	\$ 7,145,922	\$ 7,349,425
Transfer from General Fund	0	50,000	50,000	50,000
<i>Total Revenue &amp; Transfers</i>	<u>\$ 7,638,771</u>	<u>\$ 7,216,540</u>	<u>\$ 7,195,922</u>	<u>\$ 7,399,425</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 7,638,771</u>	<u>\$ 7,216,540</u>	<u>\$ 7,195,922</u>	<u>\$ 7,399,425</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
<b>CULTURAL AFFAIRS</b>				
Personal Services	\$ 818,079	\$ 892,389	\$ 886,618	\$ 922,398
Contractual Services	803,448	912,938	914,243	1,000,684
Commodities	7,282	12,546	10,184	12,546
Other Expenditures	50,469	70,237	70,219	95,782
Capital Outlay	4,614	30,813	30,808	3,112
<i>Subtotal</i>	<u>\$ 1,683,892</u>	<u>\$ 1,918,923</u>	<u>\$ 1,912,072</u>	<u>\$ 2,034,522</u>
<b>CONTRIBUTIONS TO CULTURAL AGENCIES</b>	<u>\$ 5,778,739</u>	<u>\$ 5,104,090</u>	<u>\$ 5,104,090</u>	<u>\$ 5,255,447</u>
<b>Transfers To</b>				
General Fund-Other	\$ 69,935	\$ 36,557	\$ 36,557	\$ 0
General Fund-Indirect Cost	66,205	81,455	67,688	67,688
Capital Improvement Management Services Fund	40,000	33,747	33,747	0
Other Funds	0	41,768	41,768	41,768
<i>Subtotal Transfers</i>	<u>\$ 176,140</u>	<u>\$ 193,527</u>	<u>\$ 179,760</u>	<u>\$ 109,456</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 7,638,771</u>	<u>\$ 7,216,540</u>	<u>\$ 7,195,922</u>	<u>\$ 7,399,425</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

**SPECIAL REVENUE FUND  
HOTEL/MOTEL 2% REVENUE FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

This fund accounts for the revenues and expenditures relating to the activities of the additional 2% Municipal Hotel Occupancy Tax. The collected revenues are transferred to the Convention Center Expansion Debt Service Fund to pay for the principal and interest of the Convention Center Expansion Project.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 865,643	\$ 9,985,407	\$ 7,540,403	\$ 6,032,277
Adjustment for Reserve	0	0	0	0
<i>Net Balance</i>	<u>\$ 865,643</u>	<u>\$ 9,985,407</u>	<u>\$ 7,540,403</u>	<u>\$ 6,032,277</u>
<b>REVENUES</b>				
2% Hotel Occupancy Tax	\$ 13,274,341	\$ 13,654,923	\$ 13,817,300	\$ 13,998,905
Interest on Time Deposits	1,068	1,470	0	0
Other	34,830	25,278	25,278	25,788
<i>Total Revenues &amp; Transfers</i>	<u>\$ 13,310,239</u>	<u>\$ 13,681,671</u>	<u>\$ 13,842,578</u>	<u>\$ 14,024,693</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 14,175,882</u>	<u>\$ 23,667,078</u>	<u>\$ 21,382,981</u>	<u>\$ 20,056,970</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Self Insurance/Other	\$ 84,735	\$ 0	\$ 0	\$ 0
<i>Subtotal Operating</i>	<u>\$ 84,735</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b>Transfers To</b>				
Debt Service	\$ 6,389,124	\$ 19,210,523	\$ 15,185,819	\$ 19,860,260
Hotel Occupancy Tax Fund	161,620	164,885	164,885	164,459
<i>Subtotal Transfers</i>	<u>\$ 6,550,744</u>	<u>\$ 19,375,408</u>	<u>\$ 15,350,704</u>	<u>\$ 20,024,719</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 6,635,479</u>	<u>\$ 19,375,408</u>	<u>\$ 15,350,704</u>	<u>\$ 20,024,719</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 7,540,403</u>	<u>\$ 4,291,670</u>	<u>\$ 6,032,277</u>	<u>\$ 32,251</u>

**SPECIAL REVENUE FUND  
VISITOR INFORMATION CENTER AND CITY STORE FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2000-2001 , the Official City Store Fund was created to account for the merchandise sale and operation of the Official City Store. Revenue is generated from the sale of surplus City equipment, licensed City merchandise, and other merchandise

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 116,170	\$ 95,076	\$ 77,279	\$ 39,017
Adjustment for Reserve	(431)	0	0	0
<i>Net Balance</i>	<u>\$ 115,739</u>	<u>\$ 95,076</u>	<u>\$ 77,279</u>	<u>\$ 39,017</u>
<b>REVENUES</b>				
City Store Sales	\$ 332,345	\$ 250,000	\$ 263,695	\$ 322,300
Interest on Time Deposits	410	456	456	0
Recovery of Prior Year Expenditures	0	0	0	0
Transfer from Conv. & Visitor Bureau Fund	200,000	315,000	315,000	275,000
<i>Total Revenues &amp; Transfers</i>	<u>\$ 532,755</u>	<u>\$ 565,456</u>	<u>\$ 579,151</u>	<u>\$ 597,300</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 648,494</u>	<u>\$ 660,532</u>	<u>\$ 656,431</u>	<u>\$ 636,317</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 286,896	\$ 426,611	\$ 368,553	\$ 382,583
Contractual Services	18,185	28,600	36,000	33,682
Commodities	160,337	104,500	113,865	104,500
Self Insurance / Other Expenditures	87,472	84,585	84,585	63,692
Capital Outlay	0	0	0	0
<i>Subtotal Operating</i>	<u>\$ 552,890</u>	<u>\$ 644,296</u>	<u>\$ 603,003</u>	<u>\$ 584,457</u>
<b>Transfers To</b>				
General Fund-Indirect Cost	\$ 12,994	\$ 13,189	\$ 14,116	\$ 14,116
Retired Employees Health Insurance	465	0	0	0
Public Improvement District	288	294	294	300
IT Portfolio Investment Projects	4,578	0	0	0
<i>Subtotal Transfers</i>	<u>\$ 18,325</u>	<u>\$ 13,483</u>	<u>\$ 14,410</u>	<u>\$ 14,416</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 571,215</u>	<u>\$ 657,779</u>	<u>\$ 617,413</u>	<u>\$ 598,873</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 77,279</u>	<u>\$ 2,753</u>	<u>\$ 39,017</u>	<u>\$ 37,444</u>

**SPECIAL REVENUE FUND  
CONVENTION, SPORTS & ENTERTAINMENT FACILITIES STATE REIMBURSEMENT FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The 2009 Texas State Legislature approved expanding the State's Events Trust Fund program to include conventions and other major events. This fund accounts for all revenues and expenses related to capital improvements to the Henry B. Gonzalez Convention Center and Alamodome facilities made in preparation for eligible convention & sporting events as well as certain operational expenses and all reimbursements received from the State of Texas.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 0	\$ 0	\$ 0	\$ 6,222,409
Adjustment for Prior Year Capital Projects	0	0	0	(6,222,409)
<i>Net Balance</i>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b>REVENUES</b>				
2010 State Events Trust Fund Rebates	\$ 11,488,262	\$ 0	\$ 0	0
14% Local Contribution	1,870,182	0	0	0
2010 Sporting Events Trust Fund Rebates	1,455,401	0	0	0
14% Local Contribution	232,480	0	0	0
2011 State Events Trust Fund Rebates	0	19,967,536	16,684,335	0
14% Local Contribution	0	0	2,301,284	0
2011 Sporting Events Trust Fund Rebates	0	1,794,701	1,739,695	0
14% Local Contribution	0	0	283,206	0
2012 State Events Trust Fund Rebates	0	0	0	9,526,513
14% Local Contribution	0	0	0	1,550,828
Transfer in from HOT I&C Fund	1,864,016	539,538	3,124,028	1,550,828
Transfer in from HOT Capital Facilities Fund	3,270,121	12,289,760	12,289,760	2,250,000
Transfer in from HOT Revenue Bonds	0	1,783,738	1,783,738	0
Transfer in from Conv Ctr HQ Hotel Funds	448,343	6,675,000	6,675,000	0
<i>Total Revenue &amp; Transfers</i>	<u>\$ 20,628,805</u>	<u>\$ 43,050,273</u>	<u>\$ 44,881,046</u>	<u>\$ 14,878,169</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 20,628,805</u>	<u>\$ 43,050,273</u>	<u>\$ 44,881,046</u>	<u>\$ 14,878,169</u>
<b>APPROPRIATIONS</b>				
Local Contribution Matching Funds	\$ 1,710,246	\$ 146,637	\$ 2,584,490	\$ 1,550,828
<b>Transfers To</b>				
Capital Projects	\$ 3,872,234	\$ 20,748,499	\$ 14,526,089	\$ 2,250,000
Hotel Occupancy Tax Fund	5,845,969	3,525,627	2,549,169	2,240,241
Community & Visitor Facilities Fund	0	392,901	392,901	0
HOT I&C Fund	4,743,332	1,926,916	6,319,161	1,550,828
HOT Capital Facilities Fund	4,014,840	10,569,194	9,148,964	4,920,849
Conv Ctr HQ Hotel Funds	442,184	5,740,500	3,137,863	2,365,423
<i>Subtotal Transfers</i>	<u>\$ 18,918,559</u>	<u>\$ 42,903,636</u>	<u>\$ 36,074,147</u>	<u>\$ 13,327,341</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 20,628,805</u>	<u>\$ 43,050,273</u>	<u>\$ 38,658,637</u>	<u>\$ 14,878,169</u>
<b>NET ENDING BALANCE</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 6,222,409</u>	<u>\$ 0</u>

**SPECIAL REVENUE FUND  
CONFISCATED PROPERTY FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Confiscated Property Fund was established for the deposit and use of confiscated monies seized by the San Antonio Police Department. The revenues will be used for the enhancement of Police operations.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 3,368,815	\$ 3,368,815	\$ 4,984,169	\$ 4,522,254
Adjustment for Reserve	35,518	0	0	0
<i>Net Balance</i>	<b>\$ 3,404,333</b>	<b>\$ 3,368,815</b>	<b>\$ 4,984,169</b>	<b>\$ 4,522,254</b>
<b>REVENUES</b>				
Car Sales	\$ 127,457	\$ 124,232	\$ 39,586	\$ 122,988
Other Sales	569,271	847,919	983,191	632,262
Confiscated Property	2,970,464	664,601	844,182	1,076,422
Miscellaneous	485	14,376	113	135
Interest on Time Deposits	18,822	0	11,175	12,147
Recovery of Expenditures	103,857	5,719	20,649	20,422
<i>Total Revenues &amp; Transfers</i>	<b>\$ 3,790,356</b>	<b>\$ 1,656,847</b>	<b>\$ 1,898,896</b>	<b>\$ 1,864,376</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 7,194,689</b>	<b>\$ 5,025,662</b>	<b>\$ 6,883,065</b>	<b>\$ 6,386,630</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 322,689	\$ 349,069	\$ 373,877	\$ 344,087
Contractual Services	306,447	918,051	336,475	1,117,028
Commodities	349,701	337,803	286,706	541,486
Self-Insurance/Other Expenditures	133,762	123,987	153,131	207,353
Capital Outlay	143,345	688,649	829,722	690,156
<i>Subtotal Operating</i>	<b>\$ 1,255,944</b>	<b>\$ 2,417,559</b>	<b>\$ 1,979,911</b>	<b>\$ 2,900,110</b>
<b>Transfers To</b>				
Debt Service	\$ 954,576	\$ 380,900	\$ 380,900	\$ 379,300
<i>Subtotal Transfers</i>	<b>\$ 954,576</b>	<b>\$ 380,900</b>	<b>\$ 380,900</b>	<b>\$ 379,300</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 2,210,520</b>	<b>\$ 2,798,459</b>	<b>\$ 2,360,811</b>	<b>\$ 3,279,410</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 4,984,169</b>	<b>\$ 2,227,203</b>	<b>\$ 4,522,254</b>	<b>\$ 3,107,220</b>

**SPECIAL REVENUE FUND  
DEVELOPMENT SERVICES FUND  
SUMMARY OF PROPOSED BUDGET**

**Description:**

The Development Services Fund was established in FY 2007 to account for all revenues and expenditures associated with the operation and maintenance of all City development service activities.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ (290,602)	\$ 648,938	\$ 582,754	\$ 1,038,384
Adjustment for Reserve	157,171	0	0	0
<i>Net Balance</i>	<u>\$ (133,431)</u>	<u>\$ 648,938</u>	<u>\$ 582,754</u>	<u>\$ 1,038,384</u>
<b>REVENUES</b>				
Development Services				
Building Permits	\$ 11,334,126	\$ 11,141,621	\$ 11,141,621	\$ 11,141,621
Certificates of Occupancy	529,619	457,649	457,649	457,649
Licenses and Registration	432,539	370,396	370,396	370,396
Other Fees and Charges	1,186,836	1,050,037	1,050,037	1,050,037
Plan Review	3,041,449	2,586,959	2,586,959	2,586,959
Platting	1,283,331	1,244,653	1,244,653	1,244,653
Sign Permits	389,245	407,761	407,761	407,761
Tree Permits	456,799	423,980	423,980	423,980
Zoning	332,759	355,587	355,587	355,587
Other Planning Revenues	43,994	56,115	56,115	56,115
Interest on Time Deposits	5,505	6,610	6,610	9,054
Transfer from General Fund	1,584,055	1,815,804	1,815,804	2,797,978
Transfer from General Fund - ICRIP	0	1,000,000	1,000,000	1,000,000
Transfer from Equipment & Renewal	0	0	0	50,709
Miscellaneous Revenues	851,676	0	0	0
Historic Preservation Revenues	12,650	29,198	29,198	29,198
Fire Prevention	1,511,006	1,549,308	1,549,308	1,564,799
<i>Total Revenues &amp; Transfers</i>	<u>\$ 22,995,589</u>	<u>\$ 22,495,678</u>	<u>\$ 22,495,678</u>	<u>\$ 23,546,496</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 22,862,158</u>	<u>\$ 23,144,616</u>	<u>\$ 23,078,432</u>	<u>\$ 24,584,880</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
DEVELOPMENT SERVICES				
Personal Services	\$ 13,235,476	\$ 12,015,630	\$ 12,240,025	\$ 12,572,169
Contractual Services	674,302	489,834	405,386	761,408
Commodities	121,261	135,493	97,004	187,870
Self-Insurance/Other Expenditures	4,035,698	3,623,944	3,360,306	3,571,728
Capital Outlay	0	242,819	243,011	239,446
<i>Subtotal Operating</i>	<u>\$ 18,066,737</u>	<u>\$ 16,507,720</u>	<u>\$ 16,345,732</u>	<u>\$ 17,332,621</u>
PLANNING & COMMUNITY DEVELOPMENT				
Personal Services	\$ 0	\$ 1,446,384	\$ 1,352,621	\$ 1,892,752
Contractual Services	0	67,733	61,174	451,464
Commodities	0	30,000	10,172	32,513
Self-Insurance/Other Expenditures	0	413,700	399,663	344,967
Capital Outlay	0	0	0	39,392
<i>Subtotal Operating</i>	<u>\$ 0</u>	<u>\$ 1,957,817</u>	<u>\$ 1,823,630</u>	<u>\$ 2,761,088</u>
OFFICE OF HISTORIC PRESERVATION				
Personal Services	\$ 555,350	\$ 719,792	\$ 696,522	\$ 719,585
Contractual Services	20,132	23,077	16,816	23,077
Commodities	4,427	5,797	7,719	5,797
Self-Insurance/Other Expenditures	43,012	41,790	42,196	35,364
<i>Subtotal Operating</i>	<u>\$ 622,921</u>	<u>\$ 790,456</u>	<u>\$ 763,253</u>	<u>\$ 783,823</u>
<b>TOTAL OPERATING EXPENSES</b>				
Personal Services	\$ 13,790,826	\$ 14,181,806	\$ 14,289,168	\$ 15,184,506
Contractual Services	694,434	580,644	483,376	1,235,949
Commodities	125,688	171,290	114,895	226,180
Self-Insurance/Other Expenditures	4,078,710	4,079,434	3,802,165	3,952,059
Capital Outlay	0	242,819	243,011	278,838
<i>Total Operating</i>	<u>\$ 18,689,658</u>	<u>\$ 19,255,993</u>	<u>\$ 18,932,615</u>	<u>\$ 20,877,532</u>
<b>Transfers To</b>				
General Fund - Indirect Cost	\$ 428,187	\$ 434,610	\$ 434,610	\$ 535,563
General Fund - Hansen Software Debt	1,004,573	1,008,188	1,008,188	1,011,797
General Fund - Other	1,921,304	1,664,635	1,664,635	1,680,126
IT Portfolio Investment Projects	113,085	0	0	0
Retired Employees Health Insurance	122,597	0	0	0
<i>Subtotal Transfers</i>	<u>\$ 3,589,746</u>	<u>\$ 3,107,433</u>	<u>\$ 3,107,433</u>	<u>\$ 3,227,486</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 22,279,404</u>	<u>\$ 22,363,426</u>	<u>\$ 22,040,048</u>	<u>\$ 24,105,018</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 582,754</u>	<u>\$ 781,190</u>	<u>\$ 1,038,384</u>	<u>\$ 479,862</u>
<b>RESERVE FOR STABILIZATION</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b>NET ENDING BALANCE</b>	<u>\$ 582,754</u>	<u>\$ 781,190</u>	<u>\$ 1,038,384</u>	<u>\$ 479,862</u>

**SPECIAL REVENUE FUND  
ECONOMIC DEVELOPMENT INCENTIVE FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Economic Development Incentive Fund was established to account for FY 2004 one-time funds allocated by City Council for Economic Development activities. The funds allocated to this fund are designed to attract large-scale businesses in targeted industries and other significant investments that will serve as economic generators measured by new job creation, economic impact to the local economy and additional dollars leveraged from other entities.

AVAILABLE FUNDS	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
Beginning Balance	\$ 3,770,329	\$ 7,868,551	\$ (1,103,940)	\$ 0
Adjustment for Prior Year Commitments	(728,455)	(3,854,499)	(1,090,800)	(2,547,914)
<i>Net Balance</i>	<b>\$ 3,041,874</b>	<b>\$ 4,014,052</b>	<b>\$ (2,194,740)</b>	<b>\$ (2,547,914)</b>
<b>REVENUES</b>				
Interest Income	\$ 225,666	\$ 35,607	\$ 12,184	\$ 20,961
Loan Principal Repayment (Park Centre)	927,500	0	0	0
Transfer from General Fund	0	1,150,341	1,150,341	5,500,000
Transfer from CIED Fund	0	0	6,232,215	1,026,953
Miscellaneous Revenue	10,000	0	0	0
<i>Total Revenues &amp; Transfers</i>	<b>\$ 1,163,166</b>	<b>\$ 1,185,948</b>	<b>\$ 7,394,740</b>	<b>\$ 6,547,914</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 4,205,040</b>	<b>\$ 5,200,000</b>	<b>\$ 5,200,000</b>	<b>\$ 4,000,000</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Economic Development Incentive Projects	\$ 5,307,830	\$ 5,000,000	\$ 5,000,000	\$ 4,000,000
Self-Insurance/Other Expenditures	1,150	0	0	0
<i>Subtotal Operating</i>	<b>\$ 5,308,980</b>	<b>\$ 5,000,000</b>	<b>\$ 5,000,000</b>	<b>\$ 4,000,000</b>
<b>Transfers To</b>				
WDC and SAGE	\$ 0	\$ 200,000	\$ 200,000	\$ 0
<i>Subtotal Transfers</i>	<b>\$ 0</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>	<b>\$ 0</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 5,308,980</b>	<b>\$ 5,200,000</b>	<b>\$ 5,200,000</b>	<b>\$ 4,000,000</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ (1,103,940)</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>



**SPECIAL REVENUE FUND  
GOLF COURSE OPERATING AND MAINTENANCE FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2002-2003, the Golf Enterprise Fund was transferred and recorded as a Special Revenue Fund. The Golf Course Revenue Fund was established to record all revenues and expenditures associated with the six existing 18 hole municipal golf courses, the Polo Driving Range, and the San Antonio Driving Range/Par 3. In FY 2008, management of the City's municipal golf courses began transitioning to the Municipal Golf Association- San Antonio (MGA-SA), a local non-profit organization. As a part of the management agreement, 50% of MGA-SA profits will be returned to the City in exchange for the City's investment into the golf courses. Utilizing the City's 50% share of profits, the current fund deficit is projected to be eliminated by FY 2013.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ (2,336,069)	\$ (1,738,546)	\$ (2,254,270)	\$ (2,043,741)
Accounting Adjustment	0	0	0	0
<i>Net Balance</i>	<u>\$ (2,336,069)</u>	<u>\$ (1,738,546)</u>	<u>\$ (2,254,270)</u>	<u>\$ (2,043,741)</u>
<b>REVENUES</b>				
Miscellaneous	685,504	600,083	316,270	300,000
Interest	15	0	0	0
<i>Total Revenues &amp; Transfers</i>	<u>\$ 685,519</u>	<u>\$ 600,083</u>	<u>\$ 316,270</u>	<u>\$ 300,000</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ (1,650,550)</u>	<u>\$ (1,138,463)</u>	<u>\$ (1,938,000)</u>	<u>\$ (1,743,741)</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Contractual Services	226	0	0	0
Self Insurance/Other Expenditures	585,507	0	0	0
<i>Subtotal Operating</i>	<u>\$ 585,733</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b>Transfers To</b>				
Debt Service 2010 Comb. Tax & Rev	17,987	105,741	105,741	106,357
<i>Subtotal Transfers</i>	<u>\$ 17,987</u>	<u>\$ 105,741</u>	<u>\$ 105,741</u>	<u>\$ 106,357</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 603,720</u>	<u>\$ 105,741</u>	<u>\$ 105,741</u>	<u>\$ 106,357</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ (2,254,270)</u>	<u>\$ (1,244,204)</u>	<u>\$ (2,043,741)</u>	<u>\$ (1,850,098)</u>

**SPECIAL REVENUE FUND  
JUVENILE CASE MANAGER FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2010, the Juvenile Case Manager Fund was created to account for the juvenile case manager fee collected from defendants convicted of a fine-only misdemeanor. The funds will be used to finance the salary, benefits and associated costs of juvenile case managers employed by the Municipal Court.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 0	\$ 111,259	\$ 210,641	\$ 375,395
<i>Net Balance</i>	\$ 0	\$ 111,259	\$ 210,641	\$ 375,395
<b>REVENUES</b>				
Juvenile Case Manager Fee	\$ 528,944	\$ 542,580	\$ 711,743	\$ 711,743
Interest on Time Deposits	411	0	1,316	0
Transfer from General Fund	65,406	33,100	33,100	0
<i>Total Revenues &amp; Transfers</i>	<u>\$ 594,761</u>	<u>\$ 575,680</u>	<u>\$ 746,159</u>	<u>\$ 711,743</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 594,761</u>	<u>\$ 686,939</u>	<u>\$ 956,800</u>	<u>\$ 1,087,138</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 360,844	\$ 538,677	\$ 501,265	\$ 574,369
Contractual Services	2,563	0	0	2,500
Commodities	260	0	0	0
Self-Insurance/Other Expenditures	20,453	33,100	33,305	33,269
Capital Outlay	0	10,000	46,835	0
<i>Subtotal Operating</i>	<u>\$ 384,120</u>	<u>\$ 581,777</u>	<u>\$ 581,405</u>	<u>\$ 610,138</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 384,120</u>	<u>\$ 581,777</u>	<u>\$ 581,405</u>	<u>\$ 610,138</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 210,641</u>	<u>\$ 105,162</u>	<u>\$ 375,395</u>	<u>\$ 477,000</u>

**SPECIAL REVENUE FUND  
MARKET SQUARE FUND  
SUMMARY OF PROPOSED BUDGET**

**Description:**

The Market Square Special Revenue Fund will account for all revenues and expenditures associated with the management and operation of the Farmers Market, El Mercado, the Market Square Parking Lot, and Museo Alameda.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 447,342	\$ 378,965	\$ 441,975	\$ 334,651
Accounting Adjustment	0	0	0	0
<i>Net Beginning Balance</i>	<u>\$ 447,342</u>	<u>\$ 378,965</u>	<u>\$ 441,975</u>	<u>\$ 334,651</u>
<b>REVENUES</b>				
El Mercado Leases	\$ 0	\$ 455,799	\$ 423,545	\$ 455,561
Farmers Market Leases	0	691,518	705,965	700,911
Plaza Rentals/ Vendor Fees	0	188,791	312,056	294,926
Patio Space/Parking Lease	0	154,784	149,235	158,089
Market Square Parking Revenues	0	652,150	598,644	677,267
Commissions & Utilities	135,554	0	0	0
Interest Income	2,082	1,959	1,633	1,933
Transfer from Cultural Program Fund	0	5,026	5,026	0
Transfer from Parking Fund	100,000	0	0	0
<i>Total Revenue &amp; Transfers</i>	<u>\$ 237,636</u>	<u>\$ 2,150,027</u>	<u>\$ 2,196,104</u>	<u>\$ 2,288,687</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 684,978</u>	<u>\$ 2,528,992</u>	<u>\$ 2,638,079</u>	<u>\$ 2,623,338</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
<b>MARKET SQUARE OPERATIONS</b>				
Personal Services	\$ 662	\$ 195,440	\$ 183,925	\$ 186,811
Contractual Services	103,286	679,065	540,686	679,377
Commodities	4,006	40,399	30,825	40,399
Self-Insurance/Other Expenditures	131	269,643	287,286	339,841
Capital Outlay	0	22,314	22,466	0
<i>Subtotal Operating</i>	<u>\$ 108,085</u>	<u>\$ 1,206,861</u>	<u>\$ 1,065,188</u>	<u>\$ 1,246,428</u>
<b>MARKET SQUARE PARKING</b>				
Personal Services	\$ 1,110	\$ 140,217	\$ 137,238	\$ 140,003
Contractual Services	0	9,321	5,000	9,321
Commodities	0	10,567	5,327	10,567
Self-Insurance/Other Expenditures	0	43,099	39,115	20,342
Capital Outlay	0	0	1,824	0
<i>Subtotal Operating</i>	<u>\$ 1,110</u>	<u>\$ 203,204</u>	<u>\$ 188,504</u>	<u>\$ 180,233</u>
<b>OTHER EXPENSES</b>				
Special Events Expenses	\$ 0	\$ 394,300	\$ 394,300	\$ 394,300
Museo Utilities	30,896	75,290	75,290	87,489
Museo Alameda	102,912	232,800	197,140	217,800
<i>Subtotal Operating</i>	<u>\$ 133,808</u>	<u>\$ 702,390</u>	<u>\$ 666,730</u>	<u>\$ 699,589</u>
<b>TOTAL OPERATING EXPENSES</b>	<u>\$ 243,003</u>	<u>\$ 2,112,455</u>	<u>\$ 1,920,422</u>	<u>\$ 2,126,250</u>
<b>Transfers To</b>				
Parking Fund Costs	\$ 0	\$ 210,116	\$ 210,116	\$ 281,151
General Fund - Other	0	172,890	172,890	152,978
<i>Subtotal Transfers</i>	<u>\$ 0</u>	<u>\$ 383,006</u>	<u>\$ 383,006</u>	<u>\$ 434,129</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 243,003</u>	<u>\$ 2,495,461</u>	<u>\$ 2,303,428</u>	<u>\$ 2,560,379</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 441,975</u>	<u>\$ 33,531</u>	<u>\$ 334,651</u>	<u>\$ 62,959</u>

**SPECIAL REVENUE FUND  
MUNICIPAL COURT SECURITY FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2006, the Municipal Court Security Fund was created to account for the security fee collected from defendants convicted of a misdemeanor. The funds will be used to finance the purchase of security enhancements and for providing security services for the Municipal Court.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 10,526	\$ 110,104	\$ 66,958	\$ 65,741
Adjustment for Reserve	166,192	0	0	0
<i>Net Balance</i>	<u>\$ 176,718</u>	<u>\$ 110,104</u>	<u>\$ 66,958</u>	<u>\$ 65,741</u>
<b>REVENUES</b>				
Security Fee	\$ 492,575	\$ 485,064	\$ 492,589	\$ 492,589
Interest on Time Deposits	1,290	0	473	0
Transfer from General Fund	152,612	0	0	0
<i>Total Revenues &amp; Transfers</i>	<u>\$ 646,477</u>	<u>\$ 485,064</u>	<u>\$ 493,062</u>	<u>\$ 492,589</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 823,195</u>	<u>\$ 595,168</u>	<u>\$ 560,020</u>	<u>\$ 558,330</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 361,487	\$ 413,558	\$ 401,540	\$ 429,016
Contractual Services	193,173	21,080	40,624	28,171
Commodities	2,790	8,005	331	8,005
Self-Insurance/Other Expenditures	31,679	36,818	36,871	32,775
Capital Outlay	163,445	0	0	0
<i>Subtotal Operating</i>	<u>\$ 752,574</u>	<u>\$ 479,461</u>	<u>\$ 479,366</u>	<u>\$ 497,967</u>
<b>Transfers</b>				
General Fund - Indirect Cost	\$ 0	\$ 14,913	\$ 14,913	\$ 14,913
IT Portfolio Project	3,663	0	0	0
<i>Subtotal Transfers</i>	<u>\$ 3,663</u>	<u>\$ 14,913</u>	<u>\$ 14,913</u>	<u>\$ 14,913</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 756,237</u>	<u>\$ 494,374</u>	<u>\$ 494,279</u>	<u>\$ 512,880</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 66,958</u>	<u>\$ 100,794</u>	<u>\$ 65,741</u>	<u>\$ 45,450</u>

**SPECIAL REVENUE FUND  
MUNICIPAL COURT TECHNOLOGY FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2006, the Municipal Court Technology Fund was created to account for the technology fee collected from defendants convicted of a misdemeanor. The funds will be used to finance the purchase of or maintain the technological enhancements for the Municipal Court.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 424,598	\$ 613,829	\$ 628,348	\$ 724,025
Adjustment for Reserve	(9,900)	0	0	0
<i>Net Balance</i>	<u>\$ 414,698</u>	<u>\$ 613,829</u>	<u>\$ 628,348</u>	<u>\$ 724,025</u>
<b>REVENUES</b>				
Technology Fee	\$ 656,283	\$ 646,776	\$ 653,461	\$ 653,461
Interest on Time Deposits	7,993	0	8,655	0
<i>Total Revenues &amp; Transfers</i>	<u>\$ 664,276</u>	<u>\$ 646,776</u>	<u>\$ 662,116</u>	<u>\$ 653,461</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 1,078,974</u>	<u>\$ 1,260,605</u>	<u>\$ 1,290,464</u>	<u>\$ 1,377,486</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 8,296	\$ 59,781	\$ 8,909	\$ 56,987
Contractual Services	369,804	577,987	434,439	661,889
Commodities	703	0	1,393	0
Self-Insurance/Other Expenditures	15,476	6,649	10,417	5,777
Capital Outlay	55,889	0	105,202	0
<i>Subtotal Operating</i>	<u>\$ 450,168</u>	<u>\$ 644,417</u>	<u>\$ 560,360</u>	<u>\$ 724,653</u>
<b>Transfers</b>				
General Fund - Indirect Cost	\$ 0	\$ 6,079	\$ 6,079	\$ 6,079
IT Portfolio Project	458	0	0	0
<i>Subtotal Transfers</i>	<u>\$ 458</u>	<u>\$ 6,079</u>	<u>\$ 6,079</u>	<u>\$ 6,079</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 450,626</u>	<u>\$ 650,496</u>	<u>\$ 566,439</u>	<u>\$ 730,732</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 628,348</u>	<u>\$ 610,109</u>	<u>\$ 724,025</u>	<u>\$ 646,754</u>

**SPECIAL REVENUE FUND  
PARKS DEVELOPMENT & EXPANSION FUND - 2000 VENUE PROJECTS  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2000-2001, the Parks Development & Expansion Fund was established under Proposition 3 which increased the sales tax to fund the purchase of new parkland in the Edwards Aquifer zones as well as linear parks along Leon Creek and Salado Creek.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 3,059,062	\$ 1,630,806	\$ 1,996,051	\$ 1,310,669
Accounting Adjustment	1,837,510	0	1,175,973	0
<i>Net Balance</i>	<u>\$ 4,896,572</u>	<u>\$ 1,630,806</u>	<u>\$ 3,172,024</u>	<u>\$ 1,310,669</u>
<b>REVENUES</b>				
Interest on Time Deposits	\$ 28,263	\$ 30,251	\$ 12,907	\$ 23,451
<i>Total Revenue &amp; Transfers</i>	<u>\$ 28,263</u>	<u>\$ 30,251</u>	<u>\$ 12,907</u>	<u>\$ 23,451</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 4,924,835</u>	<u>\$ 1,661,057</u>	<u>\$ 3,184,931</u>	<u>\$ 1,334,120</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Self-Insurance/Other Expenditures	\$ 50,595	\$ 0	\$ 40,832	\$ 0
<i>Subtotal</i>	<u>\$ 50,595</u>	<u>\$ 0</u>	<u>\$ 40,832</u>	<u>\$ 0</u>
<b>Transfers To</b>				
Capital Projects	\$ 0	\$ 1,283,473	\$ 1,119,178	\$ 0
Aquifer Land Acquisition	68	0	0	1,198,265
Leon & Salado Creekways	2,141,856	0	478,332	135,855
General Fund - O & M	736,265	235,920	235,920	0
<i>Subtotal Transfers</i>	<u>\$ 2,878,189</u>	<u>\$ 1,519,393</u>	<u>\$ 1,833,430</u>	<u>\$ 1,334,120</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 2,928,784</u>	<u>\$ 1,519,393</u>	<u>\$ 1,874,262</u>	<u>\$ 1,334,120</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 1,996,051</u>	<u>\$ 141,664</u>	<u>\$ 1,310,669</u>	<u>\$ 0</u>

**SPECIAL REVENUE FUND  
PARKS DEVELOPMENT & EXPANSION FUND - 2005 VENUE PROJECTS  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2006 the Parks Development & Expansion Fund - 2005 Venue Projects was established under Proposition 1 and 2 which increased the sales tax one-eighth of a cent to fund the purchase of land and easements over the Edwards Aquifer as well as the acquisition and improvement of linear parks along Leon and Salado Creek and San Antonio and Medina River.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 17,193,517	\$ 1,596,510	\$ 2,238,817	\$ 7,159,204
Adjustment for Reserve	(13,539,141)	16,447,361	5,837,137	
<i>Net Balance</i>	<b>\$ 3,654,376</b>	<b>\$ 18,043,871</b>	<b>\$ 8,075,954</b>	<b>\$ 7,159,204</b>
<b>REVENUES</b>				
Sales Tax Revenue	\$ 23,657,098	\$ 18,914,291	\$ 20,190,050	\$ 0
Interest on Time Deposits	117,199	133,119	72,806	104,495
<i>Total Revenue &amp; Transfers</i>	<b>\$ 23,774,297</b>	<b>\$ 19,047,410</b>	<b>\$ 20,262,856</b>	<b>\$ 104,495</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 27,428,673</b>	<b>\$ 37,091,281</b>	<b>\$ 28,338,810</b>	<b>\$ 7,263,699</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Contractual Svcs.-Sales Tax Coll. Exp.	\$ 469,078	\$ 485,761	\$ 403,801	\$ 0
Self Insurance/Other Expenditures	6,852	0	12,019	52,832
<i>Subtotal</i>	<b>\$ 475,930</b>	<b>\$ 485,761</b>	<b>\$ 415,820</b>	<b>\$ 52,832</b>
<b>Transfers To</b>				
General Fund - Indirect Cost	\$ 48,677	\$ 49,407	\$ 23,057	\$ 23,057
Debt Service	11,641,502	14,617,061	14,513,587	0
Proposition 1 - Edwards	6,224,827	916,361	34,606	2,827,514
Proposition 2 - Leon	2,807,119	6,918,537	5,342,546	500,000
Proposition 2 - Salado	3,883,586	5,067,990	32,108	1,842,000
Proposition 2 - Medina	108,215	2,753,000	239,460	0
Proposition 2 - SA River	0	3,000,000	0	0
Proposition 2-Linear Greenway	0	0	0	564,154
CIMS Fund - Edwards Aquifer O&M	0	78,422	78,422	0
General Fund - Creekway Admin	0	0	0	303,815
General Fund - Creekway O&M	0	500,000	500,000	500,000
<i>Subtotal Transfers</i>	<b>\$ 24,713,926</b>	<b>\$ 33,900,778</b>	<b>\$ 20,763,786</b>	<b>\$ 6,560,540</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 25,189,856</b>	<b>\$ 34,386,539</b>	<b>\$ 21,179,606</b>	<b>\$ 6,613,372</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 2,238,817</b>	<b>\$ 2,704,742</b>	<b>\$ 7,159,204</b>	<b>\$ 650,327</b>

**SPECIAL REVENUE FUND  
PARKS DEVELOPMENT & EXPANSION FUND - 2010 VENUE PROJECTS  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2012 the Parks Development & Expansion Fund - 2010 Venue Projects was established to account for revenues and expenses authorized by Propositions 1 & 2 approved by San Antonio voters in November 2010. Revenues are generated by a dedicated 1/8 cent Sales Tax and are utilized for purposes of the acquisition and preservation of land around the Edwards' Aquifer as well as the continued development of Linear Parks along San Antonio creekways

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ N/A	\$ N/A	\$ 0	\$ 1,470,000
Adjustment for Reserve	N/A	N/A	0	
<i>Net Balance</i>	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ 0</u>	<u>\$ 1,470,000</u>
<b>REVENUES</b>				
Sales Tax Revenue	\$ N/A	\$ N/A	\$ 1,500,000	\$ 22,828,437
Interest on Time Deposits	N/A	N/A	0	45,000
<i>Total Revenue &amp; Transfers</i>	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ 1,500,000</u>	<u>\$ 22,873,437</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ 1,500,000</u>	<u>\$ 24,343,437</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Contractual Svcs.-Sales Tax Coll. Exp.	\$ N/A	\$ N/A	\$ 30,000	\$ 456,569
Self Insurance/Other Expenditures	N/A	N/A	0	11,000
<i>Subtotal</i>	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ 30,000</u>	<u>\$ 467,569</u>
<b>Transfers To</b>				
CIMS Fund - Edwards Aquifer	N/A	N/A	0	12,250,000
Proposition 1 - Edwards Aquifer O&M	N/A	N/A	0	575,000
Proposition 2 - Parks Development and Expansion Project	N/A	N/A	0	1,106,600
Renovation of Linear Creekway Improvements	N/A	N/A	0	100,000
<i>Subtotal Transfers</i>	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ 0</u>	<u>\$ 14,031,600</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ 30,000</u>	<u>\$ 14,499,169</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ 1,470,000</u>	<u>\$ 9,844,268</u>



**SPECIAL REVENUE FUND  
STARBRIGHT INDUSTRIAL DEVELOPMENT CORPORATION FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2006, the Starbright Industrial Development Corporation Fund was established to account for the proceeds from City Public Service to be used to repay the debt service associated with the Toyota plant land purchase.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 104,615	\$ 104,615	\$ 105,706	\$ 105,706
<i>Net Balance</i>	\$ 104,615	\$ 104,615	\$ 105,706	\$ 105,706
<b>REVENUES</b>				
Interest on Time Deposits	\$ 1,007	\$ 0	\$ 0	\$ 0
Transfer from General Fund	1,661,759	1,662,797	1,556,530	1,555,935
<i>Total Revenues</i>	\$ 1,662,766	\$ 1,662,797	\$ 1,556,530	\$ 1,555,935
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 1,767,381</b>	<b>\$ 1,767,412</b>	<b>\$ 1,662,236</b>	<b>\$ 1,661,641</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Self-Insurance/Other Expenditures	\$ 1,661,675	\$ 1,662,797	\$ 1,556,530	\$ 1,661,641
<i>Subtotal Operating</i>	\$ 1,661,675	\$ 1,662,797	\$ 1,556,530	\$ 1,661,641
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 1,661,675</b>	<b>\$ 1,662,797</b>	<b>\$ 1,556,530</b>	<b>\$ 1,661,641</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 105,706</b>	<b>\$ 104,615</b>	<b>\$ 105,706</b>	<b>\$ 0</b>

**SPECIAL REVENUE FUND  
STORM WATER OPERATING FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Storm Water Fund was established to account for all revenues and expenditures associated with the operation and maintenance of all City Stormwater activities. Revenue is generated from a Stormwater fee. The Stormwater Fund consists of several City activities that are responsible for the City's infrastructure system of lakes, streams, basins, dams, and stormwater systems.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 12,252,378	\$ 6,877,597	\$ 6,744,796	\$ 2,855,224
Adjustment for Reserve	(5,366,687)	0	0	0
<i>Net Balance</i>	<b>\$ 6,885,691</b>	<b>\$ 6,877,597</b>	<b>\$ 6,744,796</b>	<b>\$ 2,855,224</b>
<b>REVENUES</b>				
Stormwater Revenues	\$ 36,972,482	\$ 37,366,816	\$ 37,394,145	\$ 37,553,650
Transfer from Solid Waste	54,064	0	0	0
Transfer from Equipment & Renewal Fund	0	0	0	5,822
Interest on Time Deposits	1,000,000	46,207	35,912	50,683
Recovery of Expenditures	3,505	0	0	0
Miscellaneous Revenue	11,290	0	0	0
<i>Total Revenue &amp; Transfers</i>	<b>\$ 38,041,341</b>	<b>\$ 37,413,023</b>	<b>\$ 37,430,057</b>	<b>\$ 37,610,155</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 44,927,032</b>	<b>\$ 44,290,620</b>	<b>\$ 44,174,853</b>	<b>\$ 40,465,379</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 12,536,687	\$ 13,352,409	\$ 12,987,307	\$ 13,431,801
Contractual Services	2,668,412	3,488,924	3,301,513	3,708,728
SAWS - Reimbursement	3,658,241	4,158,241	4,158,241	4,558,241
Commodities	1,722,807	1,160,124	1,233,307	1,263,624
Self Insurance/Other Expenditures	4,851,885	4,703,484	4,743,735	4,751,979
Capital Outlay	430,901	54,685	491,613	649,783
<i>Total Operating</i>	<b>\$ 25,868,933</b>	<b>\$ 26,917,867</b>	<b>\$ 26,915,716</b>	<b>\$ 28,364,156</b>
<b>Transfers To</b>				
General Fund-Indirect Cost	\$ 1,163,767	\$ 1,181,224	\$ 1,255,678	\$ 1,255,678
General Fund-Other	668,100	721,070	721,070	727,011
Capital Projects	2,906,086	5,200,000	5,200,000	1,300,000
Debt Service	7,356,367	7,378,681	7,227,165	7,424,397
IT Portfolio Investment Projects	118,121	0	0	0
Retired Employees Health Insurance	100,862	0	0	0
<i>Subtotal Transfers</i>	<b>\$ 12,313,303</b>	<b>\$ 14,480,975</b>	<b>\$ 14,403,913</b>	<b>\$ 10,707,086</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 38,182,236</b>	<b>\$ 41,398,842</b>	<b>\$ 41,319,629</b>	<b>\$ 39,071,242</b>
<b>ENDING BALANCE</b>	<b>\$ 6,744,796</b>	<b>\$ 2,891,778</b>	<b>\$ 2,855,224</b>	<b>\$ 1,394,137</b>

**SPECIAL REVENUE FUND  
STORM WATER REGIONAL FACILITIES FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2000-2001, the Stormwater Regional Facilities Fund was established to separately account for Detention Pond revenues and associated expenditures. Revenues are generated from the Regional Stormwater Detention Pond fee.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATE FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 18,923,684	\$ 3,112,782	\$ 7,539,156	\$ 3,682,169
Accounting Adjustment	(12,020,520)	0	(1,681,760)	0
<i>Net Balance</i>	<b>\$ 6,903,164</b>	<b>\$ 3,112,782</b>	<b>\$ 5,857,396</b>	<b>\$ 3,682,169</b>
<b>REVENUES</b>				
Detention Pond Revenues	\$ 2,143,087	\$ 2,263,055	\$ 2,546,327	\$ 2,571,790
Floodplain Verification Fee	13,540	30	6,780	30
Interest on Time Deposits	110,790	136,848	78,772	104,984
Miscellaneous Revenues	0	20	0	20
<i>Total Revenue &amp; Transfers</i>	<b>\$ 2,349,765</b>	<b>\$ 2,399,953</b>	<b>\$ 2,631,879</b>	<b>\$ 2,676,824</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 9,252,929</b>	<b>\$ 5,512,735</b>	<b>\$ 8,489,275</b>	<b>\$ 6,358,993</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 670,775	\$ 703,112	\$ 668,862	\$ 649,042
Contractual Services	10,898	19,600	23,934	19,600
Commodities	6,577	14,132	10,800	14,132
Self Insurance/Other Expenditures	111,699	67,955	84,911	248,678
Capital Outlay	985	17,295	18,599	2,561
<i>Subtotal Operating</i>	<b>\$ 800,934</b>	<b>\$ 822,094</b>	<b>\$ 807,106</b>	<b>\$ 934,013</b>
<b>Transfers To</b>				
IT Portfolio Investments Project	\$ 9,157	\$ 0	\$ 0	\$ 0
Culebra Creek RSWF	276,383	0	0	0
Digital Flood Insurance Map Project	243,012	0	0	0
Emergency Action Planning	7,954	0	0	0
Indian Creek Channel Improvements	25,953	0	0	0
James Park & Holbrook Road	88,729	0	0	0
San Antonio River Water Quality Project	233,295	0	0	0
Tunnel Inlet Improvements	0	1,000,000	1,000,000	0
Westover Valley	28,356	0	0	0
Capital Projects	0	3,000,000	3,000,000	2,877,446
<i>Subtotal Transfers</i>	<b>\$ 912,839</b>	<b>\$ 4,000,000</b>	<b>\$ 4,000,000</b>	<b>\$ 2,877,446</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 1,713,773</b>	<b>\$ 4,822,094</b>	<b>\$ 4,807,106</b>	<b>\$ 3,811,459</b>
<b>ENDING BALANCE</b>	<b>\$ 7,539,156</b>	<b>\$ 690,641</b>	<b>\$ 3,682,169</b>	<b>\$ 2,547,534</b>

**SPECIAL REVENUE FUND  
RIGHT OF WAY MANAGEMENT  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2001, the Right of Way Management Fund was established to separately account for the Right of Way revenues and associated expenditures.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 189,935	\$ 411,436	\$ 199,526	\$ 27,447
Adjustment for Reserve	(952)	0	0	0
<i>Net Balance</i>	<u>\$ 188,983</u>	<u>\$ 411,436</u>	<u>\$ 199,526</u>	<u>\$ 27,447</u>
<b>REVENUES</b>				
Permit Application Fee	\$ 426,289	\$ 453,066	\$ 371,697	\$ 375,414
Inspection Fee	949,315	911,476	811,547	827,778
Registration Fee	1,485	450	1,075	450
Non-Compliance ROW Penalties	427,400	42,000	139,435	140,000
Transfer from Street Repair	0	0	0	149,351
Interest on Time Deposits	609	0	0	0
<i>Total Revenue &amp; Transfers</i>	<u>\$ 1,805,098</u>	<u>\$ 1,406,992</u>	<u>\$ 1,323,754</u>	<u>\$ 1,492,993</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 1,994,081</u>	<u>\$ 1,818,428</u>	<u>\$ 1,523,280</u>	<u>\$ 1,520,440</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 1,128,898	\$ 1,157,333	\$ 1,100,472	\$ 991,072
Contractual Services	127,543	96,172	69,481	226,857
Commodities	9,288	17,050	13,365	17,050
Other Expenditures	222,997	236,734	253,835	259,102
Capital Outlay	6,046	88,402	58,680	0
<i>Subtotal Operating</i>	<u>\$ 1,494,772</u>	<u>\$ 1,595,691</u>	<u>\$ 1,495,833</u>	<u>\$ 1,494,081</u>
<b>Transfers To</b>				
Street Repair	\$ 292,000	\$ 42,000	\$ 0	\$ 0
IT Portfolio Investment Projects	7,783	0	0	0
<i>Subtotal Transfers</i>	<u>\$ 299,783</u>	<u>\$ 42,000</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 1,794,555</u>	<u>\$ 1,637,691</u>	<u>\$ 1,495,833</u>	<u>\$ 1,494,081</u>
<b>ENDING BALANCE</b>	<u>\$ 199,526</u>	<u>\$ 180,737</u>	<u>\$ 27,447</u>	<u>\$ 26,359</u>

**SPECIAL REVENUE FUND  
RIVER WALK MAINTENANCE & IMPROVEMENT FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2009, the River Walk Fund was established through City Council policy direction to account for and record all revenues and expenditures associated with the Operation & Maintenance of the River Walk. This includes all horticultural, water clarity and purity, and sanitary maintenance services performed along the Main Channel and River Loop. The fund excludes the impact that will result from current River Walk expansion projects.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 0	\$ 0	\$ 0	\$ 0
<i>Net Balance</i>	\$ 0	\$ 0	\$ 0	\$ 0
<b>REVENUES</b>				
River Barge/River Taxi Sales Commissions	\$ 5,284,265	\$ 5,230,997	\$ 5,494,744	\$ 5,536,056
River Walk Licenses/Permits	7,250	0	7,152	7,152
Miscellaneous Revenues	113,990	100,935	105,682	101,404
River Walk Patio Space Leases	418,964	466,775	466,775	490,114
Transfer In- Storm Water Operating Fund	1,175,133	1,307,196	1,068,232	1,208,462
Transfer In- HOT Fund (History & Preservation)	613,781	1,108,646	423,488	622,287
<i>Total Revenues and Transfers</i>	<b>\$ 7,613,383</b>	<b>\$ 8,214,549</b>	<b>\$ 7,566,073</b>	<b>\$ 7,965,475</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 7,613,383</b>	<b>\$ 8,214,549</b>	<b>\$ 7,566,073</b>	<b>\$ 7,965,475</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
<b>OFFICE OF DOWNTOWN OPERATIONS</b>				
Personal Services	\$ 1,483,258	\$ 1,530,335	\$ 1,538,084	\$ 1,475,822
Contractual Services	450,538	517,919	433,203	515,012
Commodities	165,591	198,258	177,766	199,958
Self-Insurance/Other Expenditures	456,098	481,949	328,638	405,659
<i>Subtotal Operating</i>	<b>\$ 2,555,485</b>	<b>\$ 2,728,461</b>	<b>\$ 2,477,691</b>	<b>\$ 2,596,451</b>
<b>PARKS &amp; RECREATION (PARK POLICE)</b>				
Personal Services	\$ 3,276,334	\$ 3,511,088	\$ 3,357,014	\$ 3,508,260
Contractual Services	1,201	670	901	670
Commodities	2,628	16,720	16,720	16,720
Self-Insurance/Other Expenditures	183,639	183,639	178,740	144,799
<i>Subtotal Operating</i>	<b>\$ 3,463,802</b>	<b>\$ 3,712,117</b>	<b>\$ 3,553,375</b>	<b>\$ 3,670,449</b>
<b>PUBLIC WORKS (STORM WATER)</b>				
Personal Services	\$ 582,157	\$ 647,084	\$ 618,298	\$ 624,553
Contractual Services	277,420	349,357	264,534	372,894
Commodities	313,636	310,755	182,454	211,015
Capital Outlay	1,920	0	2,946	0
<i>Subtotal Operating</i>	<b>\$ 1,175,133</b>	<b>\$ 1,307,196</b>	<b>\$ 1,068,232</b>	<b>\$ 1,208,462</b>
<b>TOTAL OPERATING EXPENSES</b>				
Personal Services	\$ 5,341,749	\$ 5,688,507	\$ 5,513,396	\$ 5,608,635
Contractual Services	729,159	867,946	698,638	888,576
Commodities	481,855	525,733	376,940	427,693
Self-Insurance/Other Expenditures	639,737	665,588	507,378	550,458
Capital Outlay	1,920	0	2,946	0
<i>Total Operating</i>	<b>\$ 7,194,420</b>	<b>\$ 7,747,774</b>	<b>\$ 7,099,298</b>	<b>\$ 7,475,362</b>
<b>Transfers To</b>				
River Walk Capital Improvements Fund	\$ 418,964	\$ 466,775	\$ 466,775	\$ 490,114
<i>Subtotal Transfers</i>	<b>\$ 418,964</b>	<b>\$ 466,775</b>	<b>\$ 466,775</b>	<b>\$ 490,114</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 7,613,383</b>	<b>\$ 8,214,548</b>	<b>\$ 7,566,073</b>	<b>\$ 7,965,476</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

**SPECIAL REVENUE FUND  
TAX INCREMENT FINANCING  
SUMMARY OF PROPOSED BUDGET**

Description:

Tax increment financing is a tool, governed by the Tax Increment Finance Act Chapter 311 of the Texas Tax Code, to publicly finance needed infrastructure improvements and enhancements for residential and commercial developments within a defined area called Tax Increment Reinvestment Zone (TIRZ). In FY 1998, City Council created the Tax Increment Finance Program in accordance with the Community Revitalization Action Group (CRAG) recommendation. Currently, there are twenty-four (24) TIRZs.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 380,082	\$ 171,974	\$ 48,831	\$ 48,745
Accounting Adjustment	(28,061)	0	0	0
<i>Net Balance</i>	<u>\$ 352,021</u>	<u>\$ 171,974</u>	<u>\$ 48,831</u>	<u>\$ 48,745</u>
<b>REVENUES</b>				
Processing Fee	\$ 0	\$ 62,000	\$ 0	\$ 0
Administrative Fee	124,535	792,895	456,838	456,838
Interest on Time Deposits	1,066	0	0	0
Recovery of Prior Year Expenditures	16,271	0	0	0
<i>Total Revenues &amp; Transfers</i>	<u>\$ 141,872</u>	<u>\$ 854,895</u>	<u>\$ 456,838</u>	<u>\$ 456,838</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 493,893</u>	<u>\$ 1,026,869</u>	<u>\$ 505,669</u>	<u>\$ 505,583</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 333,401	\$ 429,347	\$ 331,390	\$ 435,290
Contractual Services	4,798	22,500	21,444	22,500
Commodities	3,294	6,953	317	6,953
Other Expenditures	34,309	26,480	26,490	23,641
Capital Outlay	2,010	4,612	4,612	0
<i>Subtotal Operating</i>	<u>\$ 377,812</u>	<u>\$ 489,892</u>	<u>\$ 384,253</u>	<u>\$ 488,384</u>
<b>Transfers To</b>				
IT Portfolio Investment Projects	\$ 3,663	\$ 0	\$ 0	\$ 0
General Fund	63,587	72,671	72,671	0
<i>Subtotal Transfers</i>	<u>\$ 67,250</u>	<u>\$ 72,671</u>	<u>\$ 72,671</u>	<u>\$ 0</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 445,062</u>	<u>\$ 562,563</u>	<u>\$ 456,924</u>	<u>\$ 488,384</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 48,831</u>	<u>\$ 464,306</u>	<u>\$ 48,745</u>	<u>\$ 17,199</u>

**SPECIAL REVENUE FUND  
TREE CANOPY PRESERVATION & MITIGATION FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Tree Preservation Mitigation Fund was established to account for funds collected from tree mitigation fees and civil penalties. Revenues earned are designated for tree preservation, tree planting and educational activities. In FY 2012 the Tree Preservation

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 1,930,806	\$ 891,993	\$ 1,004,304	\$ 417,063
Adjustment for Reserve	(315,893)	0	0	0
<i>Net Balance</i>	<u>\$ 1,614,913</u>	<u>\$ 891,993</u>	<u>\$ 1,004,304</u>	<u>\$ 417,063</u>
<b>REVENUES</b>				
Mitigation Fee	\$ 162,865	\$ 204,065	\$ 161,966	\$ 161,966
Canopy Fee - Residential	93,205	117,620	93,355	93,355
Canopy Fee - Commercial	90,399	111,785	88,724	88,724
Certification Credits	0	0	0	0
Sidewalk Permits	0	0	0	0
Miscellaneous Revenue	0	0	0	0
Interest on Time Deposits	8,853	11,607	4,533	8,049
<i>Total Revenues &amp; Transfers</i>	<u>\$ 355,322</u>	<u>\$ 445,077</u>	<u>\$ 348,578</u>	<u>\$ 352,094</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 1,970,235</u>	<u>\$ 1,337,070</u>	<u>\$ 1,352,882</u>	<u>\$ 769,157</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 105,119	\$ 101,450	\$ 12,414	\$ 85,043
Contractual Services	167,597	153,738	132,023	116,634
Commodities	641,689	749,116	607,368	404,713
Self-Insurance/Other Expenditures	26,997	48,547	30,576	45,860
Capital Outlay	11,480	144,598	144,598	0
<i>Subtotal Operating</i>	<u>\$ 952,883</u>	<u>\$ 1,197,449</u>	<u>\$ 926,979</u>	<u>\$ 652,250</u>
<b>Transfers To</b>				
General Fund - Indirect Cost	\$ 12,132	\$ 12,314	\$ 8,840	\$ 8,840
IT Portfolio Investment Projects	916	0	0	0
<i>Subtotal Transfers</i>	<u>\$ 13,048</u>	<u>\$ 12,314</u>	<u>\$ 8,840</u>	<u>\$ 8,840</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 965,931</u>	<u>\$ 1,209,763</u>	<u>\$ 935,819</u>	<u>\$ 661,090</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 1,004,304</u>	<u>\$ 127,307</u>	<u>\$ 417,063</u>	<u>\$ 108,067</u>

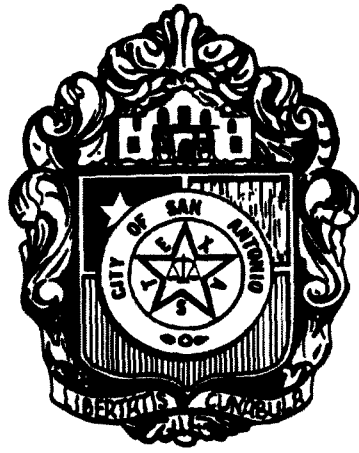
**SPECIAL REVENUE FUND  
WESTSIDE DEVELOPMENT CORPORATION FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Westside Development Corporation Fund (WDC) was established in FY 2006 to focus on economic development and redevelopment opportunities in an area which has had less public investment and fewer economic development incentives than other areas of the City. The WDC will function as a land development corporation which has the power to buy, sell, and accept land as non-profit without restrictions placed on a municipality, thus facilitating development initiatives involving the public and private sectors.

<b>AVAILABLE FUNDS</b>	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
Beginning Balance	\$ 11,204	\$ 13,397	\$ (11,584)	\$ 31,130
Adjustment for Reserve	(21,502)	0	37,970	0
<i>Net Balance</i>	<u>\$ (10,298)</u>	<u>\$ 13,397</u>	<u>\$ 26,386</u>	<u>\$ 31,130</u>
<b>REVENUES</b>				
Transfer from General Fund	\$ 275,474	\$ 275,474	\$ 275,474	\$ 275,474
Transfer from EDIF	0	100,000	100,000	0
Operating Contribution	120,668	0	0	0
<i>Total Revenues &amp; Transfers</i>	<u>\$ 396,142</u>	<u>\$ 375,474</u>	<u>\$ 375,474</u>	<u>\$ 275,474</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 385,844</u>	<u>\$ 388,871</u>	<u>\$ 401,860</u>	<u>\$ 306,604</u>
<b>APPROPRIATIONS</b>				
Personal Services	\$ 75,278	\$ 71,711	\$ 72,825	\$ 68,980
Contractual Services	302,068	294,743	289,964	231,068
Commodities	4,614	2,500	2,500	2,500
Self-Insurance/Other Expenditures	8,508	4,610	5,441	4,056
Capital Outlay	6,044	0	0	0
<i>Subtotal Operating</i>	<u>\$ 396,512</u>	<u>\$ 373,564</u>	<u>\$ 370,730</u>	<u>\$ 306,604</u>
<b>TRANSFERS TO</b>				
IT Portfolio Investment Projects	\$ 916	\$ 0	\$ 0	\$ 0
<i>Subtotal Transfers</i>	<u>\$ 916</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 397,428</u>	<u>\$ 373,564</u>	<u>\$ 370,730</u>	<u>\$ 306,604</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ (11,584)</u>	<u>\$ 15,307</u>	<u>\$ 31,130</u>	<u>\$ 0</u>





# **Enterprise Funds**



**ENTERPRISE FUND  
AIRPORT OPERATING AND MAINTENANCE FUND  
SUMMARY OF PROPOSED BUDGET**

The Airport Operating & Maintenance Fund is an enterprise fund established to record all revenues and expenditures associated with the operations and maintenance of the San Antonio International Airport and Stinson Municipal Airport facilities. Airport user fees provide for operation and maintenance and required debt service for outstanding bonds. Aviation Bond Ordinance prohibits any credit to Airport Capital Improvement Funds which would reduce the Restricted Reserve balance less than three months of operation and maintenance expenses.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 11,888,927	12,570,746	\$ 12,570,746	\$ 12,609,391
<i>Net Balance</i>	<b>\$ 11,888,927</b>	<b>12,570,746</b>	<b>\$ 12,570,746</b>	<b>\$ 12,609,391</b>
<b>REVENUES</b>				
<b>Airline Revenues</b>				
Scheduled Carrier Landing Fees	\$ 7,236,225	\$ 7,121,473	\$ 8,655,977	\$ 8,438,020
Non-Scheduled Carrier Landing Fees	2,360,307	1,078,561	1,410,929	1,277,954
Terminal Building Rentals	16,151,254	21,858,170	19,097,819	17,218,403
Baggage Handling System Charges	0	7,113,689	5,115,374	2,158,096
Passenger Loading Bridge Charges	150,822	1,294,388	639,833	371,230
FIS Space Fees	511,187	531,000	561,751	575,000
Ramp Fees	398,366	3,349,485	2,105,756	2,758,164
<b>Non-Airline Revenues</b>				
Concession Contracts	15,645,636	16,541,529	16,793,093	17,859,584
Parking Fees	17,169,664	18,312,749	18,638,806	18,981,172
Property Leases	7,319,396	7,589,000	7,792,778	7,933,698
Stinson Airport	344,250	314,380	401,441	444,440
General Aviation Fuel	0	673,938	593,635	600,000
Interest Income	90,329	102,581	75,149	89,504
Misc. Revenues	744,549	390,076	615,901	422,554
<i>Total Revenues &amp; Transfers</i>	<b>\$ 68,121,985</b>	<b>86,271,019</b>	<b>\$ 82,498,242</b>	<b>\$ 79,127,819</b>
Airline Refund Credits	\$ (4,178,121)	\$ 0	\$ 0	\$ 0
Transfer from Airport Contingency Fund	0	0	0	7,946,316
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 75,832,791</b>	<b>\$ 98,841,765</b>	<b>\$ 95,068,988</b>	<b>\$ 99,683,526</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 26,305,097	\$ 27,910,205	\$ 27,442,125	\$ 28,311,425
Contractual Services	5,311,964	10,783,951	9,121,512	8,942,333
Commodities	1,643,052	1,791,070	1,864,340	3,528,093
Self-Insurance/Other Expenditures	6,556,113	7,999,573	7,058,227	6,602,492
Capital Outlay	951,868	489,598	982,193	1,831,808
<i>Subtotal Operating</i>	<b>\$ 40,768,094</b>	<b>\$ 48,974,397</b>	<b>\$ 46,468,397</b>	<b>\$ 49,216,151</b>
<b>Transfers To</b>				
General Fund-Indirect Cost	\$ 871,627	\$ 884,701	\$ 884,701	\$ 1,023,000
General Fund-Other	192,972	196,870	196,870	198,410
Capital Improvement Management Services Fund	33,078	33,747	33,747	0
Airport Capital Improvement Funds	5,806,166	13,207,955	15,397,001	15,961,799
Revenue Bond Debt Service	15,421,849	23,372,680	19,440,981	20,422,588
Wildlife Assessment Grant	0	0	37,900	0
Retired Employees Health Insurance	168,259	0	0	0
<i>Subtotal Transfers</i>	<b>\$ 22,493,951</b>	<b>\$ 37,695,953</b>	<b>\$ 35,991,200</b>	<b>\$ 37,605,797</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 63,262,045</b>	<b>\$ 86,670,350</b>	<b>\$ 82,459,597</b>	<b>\$ 86,821,948</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 12,570,746</b>	<b>\$ 12,171,415</b>	<b>\$ 12,609,391</b>	<b>\$ 12,861,578</b>
<b>RESTRICTED RESERVE</b>	<b>\$ 12,570,746</b>	<b>\$ 12,171,415</b>	<b>\$ 12,609,391</b>	<b>\$ 12,861,578</b>
<b>NET ENDING BALANCE</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

**ENTERPRISE FUND  
AIRPORT CONFISCATED PROPERTY FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Airport Confiscated Property Fund was established for the deposit and use of confiscated monies by the Airport Security Police. Revenue will be used for the purchase of equipment and material for the enhancement of the Airport Security Police.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 176,331	\$ 272,954	\$ 239,582	\$ 176,699
<i>Net Balance</i>	\$ 176,331	\$ 272,954	\$ 239,582	\$ 176,699
<b>REVENUES</b>				
Confiscated Property	\$ 193,269	\$ 150,000	\$ 75,000	\$ 75,000
Interest on Time Deposits	1,130	1,211	0	1,133
<i>Total Revenues &amp; Transfers</i>	\$ 194,399	\$ 151,211	\$ 75,000	\$ 76,133
<b>TOTAL AVAILABLE FUNDS</b>	\$ 370,730	\$ 424,165	\$ 314,582	\$ 252,832
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 16,664	\$ 0	\$ 17,202	\$ 14,182
Commodities	38,729	0	0	0
Other	31,230	0	0	0
Capital Outlay	44,525	137,883	120,681	0
<i>Subtotal Operating</i>	\$ 131,148	\$ 137,883	\$ 137,883	\$ 14,182
<b>TOTAL APPROPRIATIONS</b>	\$ 131,148	\$ 137,883	\$ 137,883	\$ 14,182
<b>GROSS ENDING BALANCE</b>	\$ 239,582	\$ 286,282	\$ 176,699	\$ 238,650
<b>RESTRICTED RESERVE</b>	\$ 239,582	\$ 286,282	\$ 176,699	\$ 238,650
<b>NET ENDING BALANCE</b>	\$ 0	\$ 0	\$ 0	\$ 0

**ENTERPRISE FUND  
AIRPORT PASSENGER FACILITY CHARGE AND SUBORDINATE LIEN FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Passenger Facility Charge Revenue (PFC) Fund was established to account for Passenger Facility Charges imposed on each passenger enplaned. The revenues pay for capital expenses and debt service associated with the preservation, enhancement, safety, security, or noise reduction for the San Antonio International Airport. The first priority on the use of the funds is debt service for the PFC bonds. The remaining balance less reserves is transferred to the PFC Capital Improvement Fund for pay as you go Capital Projects

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 0	\$ 0	\$ 0	\$ 0
Net Balance	\$ 0	\$ 0	\$ 0	\$ 0
<b>REVENUES</b>				
Passenger Facility Charges	\$ 16,625,697	\$ 16,167,316	\$ 16,167,316	\$ 16,334,545
Interest on Time Deposits	11,020	6,841	14,565	12,244
Reserve for Debt Service	0	0	0	409,230
<i>Total Revenues &amp; Transfers</i>	<u>\$ 16,636,717</u>	<u>\$ 16,174,157</u>	<u>\$ 16,181,881</u>	<u>\$ 16,756,019</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 16,636,717</u>	<u>\$ 16,174,157</u>	<u>\$ 16,181,881</u>	<u>\$ 16,756,019</u>
<b>APPROPRIATIONS</b>				
<b>Transfers To</b>				
PFC Capital Improvement Fund	\$ 7,682,808	\$ 5,766,683	\$ 206,795	\$ 0
Debt Service Fund	8,953,909	10,407,474	15,565,856	16,756,019
Reserve for Debt Service	0	0	409,230	0
<i>Subtotal Transfers</i>	<u>\$ 16,636,717</u>	<u>\$ 16,174,157</u>	<u>\$ 16,181,881</u>	<u>\$ 16,756,019</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 16,636,717</u>	<u>\$ 16,174,157</u>	<u>\$ 16,181,881</u>	<u>\$ 16,756,019</u>
<b>GROSS ENDING BALANCE</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET ENDING BALANCE</b>	\$ 0	\$ 0	\$ 0	\$ 0

**ENTERPRISE FUND  
PARKING OPERATING AND MAINTENANCE FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Parking Fund was established in FY 1980 to account for revenues and expenditures associated with the operation and maintenance of the City's parking structures and parking areas and required debt service for outstanding bonds. The Office of Downtown Operations is responsible for the administration of the Parking Fund, which is a self-supporting operation.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 2,469,593	\$ 2,992,493	\$ 3,659,237	\$ 4,492,632
Adjustment for Reserve	0	0	0	0
<i>Net Balance</i>	<u>\$ 2,469,593</u>	<u>\$ 2,992,493</u>	<u>\$ 3,659,237</u>	<u>\$ 4,492,632</u>
<b>REVENUES</b>				
Parking Garage & Lot Fees	\$ 7,304,300	\$ 7,065,840	\$ 6,794,930	\$ 7,247,507
Parking Meter Collections	1,588,283	1,637,885	1,645,934	1,657,405
Retail Space Leases	99,967	86,978	87,446	87,446
Miscellaneous	44,237	52,610	60,478	60,478
Recovery of Expenditures	6,990	0	704	704
Interest on Time Deposits	3,921	0	0	0
Transfer from General Fund	442,018	324,617	324,617	235,672
Transfer from Market Square Fund	0	210,116	210,116	281,151
Transfer from Replacement Fund	0	18,259	18,259	0
<i>Total Revenue &amp; Transfers</i>	<u>\$ 9,489,716</u>	<u>\$ 9,396,305</u>	<u>\$ 9,142,484</u>	<u>\$ 9,570,363</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 11,959,308</u>	<u>\$ 12,388,798</u>	<u>\$ 12,801,721</u>	<u>\$ 14,062,995</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 4,304,761	\$ 4,706,552	\$ 4,552,175	\$ 4,032,368
Contractual Services	426,312	612,602	597,933	1,112,240
Commodities	103,214	198,235	168,059	192,119
Self-Insurance/Other Expenditures	1,320,589	1,056,123	1,021,051	866,025
Capital Outlay	0	0	16,302	0
<i>Subtotal Operating</i>	<u>\$ 6,154,876</u>	<u>\$ 6,573,512</u>	<u>\$ 6,355,520</u>	<u>\$ 6,202,752</u>
<b>Transfers To</b>				
General Fund-Indirect Cost	\$ 240,211	\$ 243,814	\$ 183,587	\$ 183,587
General Fund-Other	343,879	261,183	261,183	263,820
Public Improvement District	26,630	27,163	27,163	27,706
Facility Services I & C -Mkt Square	100,000	0	0	0
General Obligation Debt Service	558,265	1,601,125	1,481,636	2,206,035
Parking Improvement & Contingency Fund	773,466	0	0	0
Retired Employees Health Insurance	43,226	0	0	0
IT Portfolio Investment Projects	59,518	0	0	0
<i>Subtotal Transfers</i>	<u>\$ 2,145,195</u>	<u>\$ 2,133,285</u>	<u>\$ 1,953,569</u>	<u>\$ 2,681,148</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 8,300,071</u>	<u>\$ 8,706,797</u>	<u>\$ 8,309,089</u>	<u>\$ 8,883,900</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 3,659,237</u>	<u>\$ 3,682,001</u>	<u>\$ 4,492,632</u>	<u>\$ 5,179,095</u>
<b>OPERATING FINANCIAL RESERVE</b>	<u>\$ 3,659,237</u>	<u>\$ 3,682,001</u>	<u>\$ 4,492,632</u>	<u>\$ 5,179,095</u>
<b>NET ENDING BALANCE</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

**ENTERPRISE FUND  
SOLID WASTE OPERATING AND MAINTENANCE FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Solid Waste Fund was created to account for all revenues and expenditures associated with the operation and management of solid waste, recycling, brush collection, and other related services.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 8,239,440	\$ 13,786,846	\$ 12,460,527	\$ 5,296,364
<i>Net Balance</i>	<u>\$ 8,239,440</u>	<u>\$ 13,786,846</u>	<u>\$ 12,460,527</u>	<u>\$ 5,296,364</u>
<b>REVENUES</b>				
Solid Waste Fee	\$ 70,868,995	\$ 70,912,014	\$ 71,263,143	\$ 72,613,505
Environmental Service Fee	8,490,622	8,459,186	8,517,933	13,988,823
Recycling Program	3,384,734	3,812,983	4,861,198	4,666,969
Brush Recycling Fee	537,063	330,000	475,631	736,875
Waste Hauler Permit Fee	963,041	913,650	1,034,513	951,563
Interest on Time Deposits	31,056	12,171	62,249	51,334
Miscellaneous Revenue	761,546	200,000	512,535	418,667
Transfer from Other Funds	138,105	225,898	225,898	256,200
<i>Total Revenues &amp; Transfers</i>	<u>\$ 85,175,162</u>	<u>\$ 84,865,902</u>	<u>\$ 86,953,100</u>	<u>\$ 93,683,936</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 93,414,602</u>	<u>\$ 98,652,748</u>	<u>\$ 99,413,627</u>	<u>\$ 98,980,300</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
<b>SOLID WASTE MANAGEMENT</b>				
Personal Services	\$ 26,121,338	\$ 26,797,137	\$ 26,784,411	\$ 29,701,938
Contractual Services	22,017,542	24,996,300	25,054,962	24,648,673
Commodities	3,596,068	6,280,453	6,211,153	5,643,237
Self-Insurance/Other Expenditures	22,658,890	23,793,923	23,717,083	26,379,688
Capital Outlay	755,372	3,692,483	3,692,483	3,985,356
<i>Subtotal Operating</i>	<u>\$ 75,149,210</u>	<u>\$ 85,560,296</u>	<u>\$ 85,460,092</u>	<u>\$ 90,358,892</u>
<b>OFFICE OF ENVIRONMENTAL POLICY</b>				
Personal Services	\$ 454,409	\$ 561,643	\$ 564,789	\$ 609,022
Contractual Services	43,474	44,006	35,778	34,283
Commodities	7,724	2,000	2,978	2,000
Self-Insurance/Other Expenditures	25,138	29,065	32,343	26,163
Capital Outlay	376	1,153	1,938	1,556
<i>Subtotal Operating</i>	<u>\$ 531,121</u>	<u>\$ 637,867</u>	<u>\$ 637,826</u>	<u>\$ 673,024</u>
<b>TOTAL OPERATING EXPENSES</b>				
<i>Personal Services</i>	\$ 26,575,747	\$ 27,358,780	\$ 27,349,200	\$ 30,310,960
<i>Contractual Services</i>	22,061,016	25,040,306	25,090,740	24,682,956
<i>Commodities</i>	3,603,792	6,282,453	6,214,131	5,645,237
<i>Self-Insurance/Other Expenditures</i>	22,684,028	23,822,988	23,749,426	26,405,851
<i>Capital Outlay</i>	755,748	3,693,636	3,694,421	3,986,912
<i>Total Operating</i>	<u>\$ 75,680,331</u>	<u>\$ 86,198,163</u>	<u>\$ 86,097,918</u>	<u>\$ 91,031,916</u>
<b>Transfers To</b>				
General Fund - Indirect Cost	\$ 1,308,296	\$ 1,327,920	\$ 1,296,789	\$ 1,296,789
General Fund - Other	123,879	0	0	0
General Fund - Street Maintenance	800,000	800,000	800,000	800,000
Capital Projects	1,058,816	2,571,750	2,571,750	1,300,000
Improvement & Contingency	1,268,362	3,236,363	3,226,482	0
Debt Service	245,249	259,101	124,324	0
Retired Employees Health Insurance	235,189	0	0	0
IT Portfolio Investment Projects	233,953	0	0	0
<i>Subtotal Transfers</i>	<u>\$ 5,273,744</u>	<u>\$ 8,195,134</u>	<u>\$ 8,019,345</u>	<u>\$ 3,396,789</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 80,954,075</u>	<u>\$ 94,393,297</u>	<u>\$ 94,117,263</u>	<u>\$ 94,428,705</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 12,460,527</u>	<u>\$ 4,259,451</u>	<u>\$ 5,296,364</u>	<u>\$ 4,551,595</u>
<b>OPERATING RESERVE</b>	<u>\$ 4,339,625</u>	<u>\$ 4,259,451</u>	<u>\$ 4,259,451</u>	<u>\$ 4,551,595</u>
<b>NET ENDING BALANCE</b>	<u>\$ 8,120,902</u>	<u>\$ 0</u>	<u>\$ 1,036,913</u>	<u>\$ 0</u>





# **Expendable Trust Funds**



**EXPENDABLE TRUST FUND  
CITY CEMETERIES FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The San Jose Burial Fund was established to account for the maintenance of the San Jose Burial Park. Effective January 1, 2011 management of San Jose was transferred to a private management company. In FY 2012 this fund will be renamed City Cemeteries Fund to account for revenues and expenses associated with San Jose Burial Park and the Historic Eastside Cemeteries.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ (53,374)	\$ 0	\$ (52,040)	\$ 44,574
Adjustment for Reserve	(99,671)	0	0	0
<i>Net Balance</i>	<b>\$ (153,045)</b>	<b>\$ 0</b>	<b>\$ (52,040)</b>	<b>\$ 44,574</b>
<b>REVENUES</b>				
Sale of Lots	\$ 286,820	\$ 314,000	\$ 88,495	\$ 0
Interments	212,650	214,600	52,400	0
Special Labor Charges	15,500	17,825	4,200	0
Lease Revenue	0	0	131,394	190,922
Other Sales	501	0	0	0
Interest on Time Deposits	10,455	11,862	7,862	10,318
Transfer from General Fund	100,000	145,755	145,755	0
<i>Total Revenue &amp; Transfers</i>	<b>\$ 625,926</b>	<b>\$ 704,042</b>	<b>\$ 430,106</b>	<b>\$ 201,240</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 472,881</b>	<b>\$ 704,042</b>	<b>\$ 378,066</b>	<b>\$ 245,814</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 363,029	\$ 404,057	\$ 129,393	\$ 0
Contractual Services	33,434	17,750	34,811	95,072
Commodities	24,091	12,200	4,965	64,406
Self-Insurance/Other Expenditures	100,246	113,035	65,129	9,928
<i>Subtotal Operating</i>	<b>\$ 520,800</b>	<b>\$ 547,042</b>	<b>\$ 234,298</b>	<b>\$ 169,406</b>
<b>Transfers To</b>				
IT Portfolio Projects	4,121	0	0	0
Restricted Transfer to Reserve Principal	0	157,000	99,194	76,408
<i>Subtotal Transfers</i>	<b>\$ 4,121</b>	<b>\$ 157,000</b>	<b>\$ 99,194</b>	<b>\$ 76,408</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 524,921</b>	<b>\$ 704,042</b>	<b>\$ 333,492</b>	<b>\$ 245,814</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ (52,040)</b>	<b>\$ 0</b>	<b>\$ 44,574</b>	<b>\$ 0</b>



# **Internal Service Funds**



**INTERNAL SERVICE FUND  
FACILITY SERVICES FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Facility Services Fund was established in FY 2000-01 to separately account for the maintenance of City facilities for which the Facility Services Division of the Department of Asset Management is the primary building services provider. This fund records revenues and expenditures associated with the maintenance of various City facilities. Revenues are generated through a charge-back system to other City departments based on square footage and internal hourly trade services.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 1,659,227	\$ 2,694,291	\$ 2,933,061	\$ 1,386,354
Net Balance	\$ 1,659,227	\$ 2,694,291	\$ 2,933,061	\$ 1,386,354
<b>REVENUES</b>				
Facility Services Charge	\$ 12,622,423	\$ 12,622,424	12,622,424	12,731,542
Interest on Time Deposits	17,109	19,948	14,162	14,979
Miscellaneous Revenue	167,806	0	4,193	0
Transfer from Replacement Fund	0	24,505	24,505	0
Transfer from General Fund	1,084,832	929,947	929,947	479,947
<i>Total Revenues &amp; Transfers</i>	<u>\$ 13,892,170</u>	<u>\$ 13,596,824</u>	<u>\$ 13,595,231</u>	<u>\$ 13,226,468</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 15,551,397</u>	<u>\$ 16,291,115</u>	<u>\$ 16,528,292</u>	<u>\$ 14,612,822</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Personal Services	\$ 4,774,705	\$ 5,298,477	\$ 5,050,110	\$ 5,133,684
Contractual Services	3,008,630	3,709,345	3,812,920	4,241,275
Commodities	821,881	810,852	813,852	761,235
Self-Insurance/Other Expenditures	3,534,545	4,057,102	3,956,857	3,824,069
Capital Outlay	30,621	0	69	0
<i>Subtotal Operating</i>	<u>\$ 12,170,382</u>	<u>\$ 13,875,776</u>	<u>\$ 13,633,808</u>	<u>\$ 13,960,263</u>
<b>Transfers To</b>				
General Fund-Indirect Costs	\$ 174,394	\$ 177,010	\$ 171,566	\$ 171,566
Mira Flores Park & Bridge	31,562	0	0	0
Retired Employee Health Insurance	54,847	0	0	0
IT Portfolio Investment Projects	53,567	0	0	0
Transfer to Capital Projects	0	1,219,110	1,219,110	0
Purchasing and General Services Fund	133,584	117,454	117,454	0
<i>Subtotal Transfers</i>	<u>\$ 447,954</u>	<u>\$ 1,513,574</u>	<u>\$ 1,508,130</u>	<u>\$ 171,566</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 12,618,336</u>	<u>\$ 15,389,350</u>	<u>\$ 15,141,938</u>	<u>\$ 14,131,829</u>
<b>ENDING BALANCE</b>	<u>\$ 2,933,061</u>	<u>\$ 901,765</u>	<u>\$ 1,386,354</u>	<u>\$ 480,993</u>



**INTERNAL SERVICE FUND  
INFORMATION TECHNOLOGY SERVICES FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

This Internal Service Fund is used to record activities related to the Information Technology Services Department. The Information Technology Services Department provides data processing, telephone, and radio services 24 hours a day, 7 days a week to all City departments as well as Data Communications services to the San Antonio Water System and Bexar County in support of the county-wide Criminal Justice Information System.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 4,482,526	\$ 3,631,719	\$ 6,107,732	\$ 6,122,309
Adjustment for Prior Year Commitments			(823,152)	
<i>Net Balance</i>	<u>\$ 4,482,526</u>	<u>\$ 3,631,719</u>	<u>\$ 5,284,580</u>	<u>\$ 6,122,309</u>
<b>REVENUES</b>				
IT Assessment Fee	\$ 36,459,149	\$ 34,990,873	\$ 35,156,373	\$ 31,455,996
Telecommunications Charges	3,596,316	3,465,325	4,033,899	3,676,881
CAD/RMS Outside Billing	0	0	0	822,450
Recovery of Expenditures	290,512	0	77,782	226,483
Interest Income	42,709	31,686	51,164	51,164
Miscellaneous Revenue	36,095	38,412	22,414	22,317
Transfer from Other Funds	4,693,735	3,524,424	3,524,424	2,824,275
<i>Total Revenue</i>	<u>\$ 45,118,516</u>	<u>\$ 42,050,720</u>	<u>\$ 42,866,056</u>	<u>\$ 39,079,566</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 49,601,042</u>	<u>\$ 45,682,439</u>	<u>\$ 48,150,636</u>	<u>\$ 45,201,875</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
<b>INFORMATION SERVICES</b>				
Personal Services	\$ 17,498,382	\$ 19,608,536	\$ 18,386,302	\$ 18,773,163
Contractual Services	15,677,285	17,403,924	17,670,609	17,790,814
Commodities	216,627	182,635	145,318	186,221
Self Insurance/Other Expenditures	5,518,193	5,092,283	5,035,836	4,970,754
Capital Outlay	417,264	175,000	175,000	411,631
<i>Subtotal Operating</i>	<u>\$ 39,327,751</u>	<u>\$ 42,462,378</u>	<u>\$ 41,413,065</u>	<u>\$ 42,132,583</u>
<b>Transfers To</b>				
General Fund-Indirect Cost	\$ 657,615	\$ 667,479	\$ 615,262	\$ 615,262
Retired Employees Health Ins.	69,720	0	0	0
Transfer to Debt Service	0	1,091,773	0	1,060,000
IT Portfolio Investment Projects	3,438,224	0	0	0
<i>Subtotal Transfers</i>	<u>\$ 4,165,559</u>	<u>\$ 1,759,252</u>	<u>\$ 615,262</u>	<u>\$ 1,675,262</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 43,493,310</u>	<u>\$ 44,221,630</u>	<u>\$ 42,028,327</u>	<u>\$ 43,807,845</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 6,107,732</u>	<u>\$ 1,460,809</u>	<u>\$ 6,122,309</u>	<u>\$ 1,394,030</u>

**INTERNAL SERVICE FUND  
PURCHASING AND GENERAL SERVICES FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

Purchasing and General Services Fund was established to record all revenues and expenditures associated with provision of goods and services to City departments and other government entities. The Purchasing Department provides goods and support services on a charge-back basis to other City departments, as well as other governmental agencies.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 1,531,166	\$ 2,795,720	\$ 1,245,694	\$ 0
<i>Net Balance</i>	\$ 1,531,166	\$ 2,795,720	\$ 1,245,694	\$ 0
<b>REVENUES</b>				
Central Stores	\$ 1,853,384	\$ 1,864,370	\$ 2,041,173	\$ 1,892,395
Procurement	2,475,590	2,468,625	2,468,625	3,265,130
Automotive-Fleet Services	19,740,683	19,374,991	21,010,832	21,908,807
Automotive-Fuel	15,226,714	15,609,348	18,823,948	15,566,365
Interest on Time Deposits	7,006	13,743	5,459	13,195
Other Revenue	160,504	107,250	92,460	101,363
Transfer from Facility Services Fund	133,584	117,454	117,454	0
Transfer from Equipment & Renewal	750,414	727,905	727,905	755,659
<i>Total Revenue &amp; Transfers</i>	\$ 40,347,879	\$ 40,283,686	\$ 45,287,856	\$ 43,502,914
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 41,879,045</b>	<b>\$ 43,079,406</b>	<b>\$ 46,533,550</b>	<b>\$ 43,502,914</b>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
<b>FLEET MAINTENANCE OPERATIONS</b>				
Personal Services	\$ 8,044,064	\$ 8,961,802	\$ 8,611,828	\$ 9,058,793
Contractual Services	552,583	417,318	632,801	427,285
Commodities	211,979	173,246	176,312	174,246
Self-Insurance/Other Expenditures	1,540,196	1,924,242	1,791,346	1,904,049
Capital Outlay	420,353	563,349	549,936	0
Commodities/Services-Resale	9,895,619	8,860,287	10,413,415	11,302,585
Commodities-Fuel	14,320,636	15,501,622	18,579,654	14,672,253
<i>Subtotal Operating</i>	\$ 34,985,430	\$ 36,401,866	\$ 40,755,292	\$ 37,539,211
<b>PURCHASING AND GENERAL SERVICES</b>				
Personal Services	\$ 2,788,574	\$ 3,154,009	\$ 2,908,039	\$ 3,039,881
Contractual Services	462,394	510,807	550,328	502,698
Commodities	20,363	21,709	37,096	27,588
Self Insurance/Other Expenditures	306,274	329,328	333,335	290,501
Capital Outlay	19,171	2,306	3,400	0
Commodities/Services-Resale	1,071,468	1,170,091	1,157,118	965,674
<i>Subtotal Operating</i>	\$ 4,668,244	\$ 5,188,250	\$ 4,989,316	\$ 4,826,342
<b>TOTAL OPERATING EXPENSES</b>				
Personal Services	\$ 10,832,638	\$ 12,115,811	\$ 11,519,867	\$ 12,098,674
Contractual Services	1,014,977	928,125	1,183,129	929,983
Commodities	232,342	194,955	213,408	201,834
Self Insurance/Other Expenditures	1,846,470	2,253,570	2,124,681	2,194,550
Capital Outlay	439,524	565,655	553,336	0
Commodities/Services-Resale	10,967,087	10,030,378	11,570,533	12,268,259
Commodities-Fuel	14,320,636	15,501,622	18,579,654	14,672,253
<i>Subtotal Operating</i>	\$ 39,653,674	\$ 41,590,116	\$ 45,744,608	\$ 42,365,553
<b>Transfers To</b>				
General Fund-Indirect Cost	\$ 553,710	\$ 562,015	\$ 562,015	\$ 562,015
Retired Employees Health Insurance	94,820	0	0	0
IT Portfolio Investment Projects	227,677	0	0	0
Equipment & Renewal	103,470	226,927	226,927	290,046
<i>Subtotal Transfers</i>	\$ 979,677	\$ 788,942	\$ 788,942	\$ 852,061
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 40,633,351</b>	<b>\$ 42,379,058</b>	<b>\$ 46,533,550</b>	<b>\$ 43,217,614</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 1,245,694</b>	<b>\$ 700,348</b>	<b>\$ 0</b>	<b>\$ 285,300</b>

**INTERNAL SERVICE FUND  
EQUIPMENT RENEWAL AND REPLACEMENT FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Equipment Renewal and Replacement Fund was established to record all revenues and expenditures associated with the replacement function of vehicles and heavy equipment. Revenues are generated from lease payments which are collected from all City departments participating in the replacement program.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 21,554,395	\$ 22,897,048	\$ 31,096,265	\$ 30,034,576
<i>Net Balance</i>	<u>\$ 21,554,395</u>	<u>\$ 22,897,048</u>	<u>\$ 31,096,265</u>	<u>\$ 30,034,576</u>
<b>REVENUES</b>				
Sale of Vehicles	\$ 4,132,590	\$ 3,503,921	\$ 4,477,337	\$ 3,688,305
Interest on Time Deposits	122,534	124,043	104,872	126,125
Lease of Rolling Equipment	22,001,323	21,662,388	22,007,266	21,345,035
Miscellaneous	293,944	253,891	252,070	0
Net Increase in Fair Value of Investments	(1,875)	0	0	0
Transfer from Purchasing & General Services	227,677	226,927	226,927	290,046
<i>Total Revenues &amp; Transfers</i>	<u>\$ 26,776,193</u>	<u>\$ 25,771,170</u>	<u>\$ 27,068,472</u>	<u>\$ 25,449,511</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 48,330,588</u>	<u>\$ 48,668,218</u>	<u>\$ 58,164,737</u>	<u>\$ 55,484,087</u>
<b>APPROPRIATIONS</b>				
<b>Operating Expenses</b>				
Contractual Services	\$ 589,244	\$ 576,945	\$ 657,678	\$ 232,981
Commodities	550	0	774,499	0
Self Insurance/Other Expenditures	8,508	1,195,930	1,213,496	1,258,103
Capital Outlay	15,885,607	25,083,665	23,889,286	22,085,908
<i>Subtotal Operating</i>	<u>\$ 16,483,909</u>	<u>\$ 26,856,540</u>	<u>\$ 26,534,959</u>	<u>\$ 23,576,992</u>
<b>Transfers To</b>				
General Fund	\$ 0	\$ 819,936	\$ 819,936	\$ 479,606
Purchasing & General Services Fund	750,414	727,905	727,905	755,659
Alamodome	0	4,597	4,597	0
Parking Operating & Maintenance Fund	0	18,259	18,259	0
Facility Services Fund	0	24,505	24,505	0
Development Services Fund	0	0	0	50,709
Information Technology Services Fund	0	0	0	52,000
Worker's Compensation Fund	0	0	0	22,403
Storm Water Operations	0	0	0	5,822
<i>Subtotal Transfers</i>	<u>\$ 750,414</u>	<u>\$ 1,595,202</u>	<u>\$ 1,595,202</u>	<u>\$ 1,366,199</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 17,234,323</u>	<u>\$ 28,451,742</u>	<u>\$ 28,130,161</u>	<u>\$ 24,943,191</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 31,096,265</u>	<u>\$ 20,216,476</u>	<u>\$ 30,034,576</u>	<u>\$ 30,540,896</u>
<b>RESERVE FOR FUTURE PURCHASES</b>	<u>\$ 31,096,265</u>	<u>\$ 20,216,476</u>	<u>\$ 30,034,576</u>	<u>\$ 30,540,896</u>
<b>NET ENDING BALANCE</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

# **Self Insurance Funds**



**SELF INSURANCE FUND  
EMPLOYEE BENEFITS INSURANCE FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

The Employee Benefits Insurance Fund consolidates the revenues and expenditures associated with benefits provided to City employees including medical, dental, and vision insurance. The major portion of the funding comes from premiums paid by departments for their employees. Costs include a third party administrator to process health claims, Employee Wellness Clinic, and

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 18,760,525	\$ 11,967,068	\$ 12,143,073	\$ 17,444,424
<i>Net Balance</i>	<u>\$ 18,760,525</u>	<u>\$ 11,967,068</u>	<u>\$ 12,143,073</u>	<u>\$ 17,444,424</u>
<b>REVENUES</b>				
Department Assessments	\$ 77,616,703	\$ 90,045,038	\$ 91,974,305	\$ 82,624,258
CitiMed Employee Premiums	7,688,860	8,237,174	7,760,688	9,038,206
Retiree Premiums	3,378,336	3,974,086	2,639,992	2,483,548
CitiDent Contributions	1,228,546	1,275,514	1,273,946	1,472,133
DHMO Plan Premiums	525,089	524,439	503,032	523,759
Vision Plan Premiums	626,556	577,611	661,096	456,448
Supplemental Life Premiums	836,585	770,281	858,393	770,281
Other Insurance Plans	316,630	193,413	214,968	389,868
Unemployment Dept Assessment	167,976	415,000	167,976	486,148
Extended Sick Leave Assessment	21,576	15,000	20,288	18,063
Medicare Prescription Reimbursement	509,559	0	0	0
Recovery of Expenditures	224,855	337,746	1,448,749	236,219
Interest on Time Deposits	130,538	128,835	129,440	108,737
Transfers from Other Funds	2,090,189	0	0	0
<i>Total Revenue &amp; Transfers</i>	<u>\$ 95,361,998</u>	<u>\$ 106,494,137</u>	<u>\$ 107,652,873</u>	<u>\$ 98,607,668</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 114,122,523</u>	<u>\$ 118,461,205</u>	<u>\$ 119,795,946</u>	<u>\$ 116,052,092</u>
<b>APPROPRIATIONS</b>				
<b>Operating</b>				
Administration - City*	\$ 2,741,983	\$ 3,394,404	\$ 3,086,892	\$ 3,994,478
Administration - Contracts*	4,311,169	4,716,894	4,603,942	4,797,061
CitiMed PPO Claims	83,619,760	93,331,484	86,555,637	91,096,684
HMO Payments-Retirees	3,935,281	4,185,139	3,297,211	3,873,699
CitiDent Claims	1,148,388	1,366,127	1,313,469	1,472,133
DHMO Plan Payments	597,562	523,759	546,502	523,759
Vision Plan Payments*	659,191	576,858	656,966	456,448
Supplemental Life Payments	836,575	770,281	868,109	770,281
Unemployment Compensation Claims	547,876	410,134	498,266	486,148
<i>Subtotal Operating</i>	<u>\$ 98,397,785</u>	<u>\$ 109,275,080</u>	<u>\$ 101,426,994</u>	<u>\$ 107,470,691</u>
<b>Transfers</b>				
IT Portfolio Investment Projects	\$ 10,072	\$ 0	\$ 0	\$ 0
Transfer to Other Funds	2,082,614	0	0	0
General Fund-Indirect Cost	1,488,979	924,528	924,528	946,902
<i>Subtotal Transfers</i>	<u>\$ 3,581,665</u>	<u>\$ 924,528</u>	<u>\$ 924,528</u>	<u>\$ 946,902</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 101,979,450</u>	<u>\$ 110,199,608</u>	<u>\$ 102,351,522</u>	<u>\$ 108,417,593</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 12,143,073</u>	<u>\$ 8,261,597</u>	<u>\$ 17,444,424</u>	<u>\$ 7,634,499</u>
<b>OPERATING RESERVE</b>	<u>\$ 7,064,012</u>	<u>\$ 8,261,597</u>	<u>\$ 8,261,597</u>	<u>\$ 7,634,499</u>
<b>NET ENDING BALANCE</b>	<u>\$ 5,079,061</u>	<u>\$ 0</u>	<u>\$ 9,182,827</u>	<u>\$ 0</u>

**SELF INSURANCE FUND  
LIABILITY INSURANCE FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

This fund consolidates the City's Liability Insurance Programs. The fund's revenues are collected through charges to City departments and expenditures are made to settle tort claims against the City. The fund includes the administrative cost for Risk Management and Litigation staff, insurance premiums, and the third party administrative fees.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 4,056,545	\$ 4,843,777	\$ 2,116,537	\$ (1,570,191)
<i>Net Balance</i>	<u>\$ 4,056,545</u>	<u>\$ 4,843,777</u>	<u>\$ 2,116,537</u>	<u>\$ (1,570,191)</u>
<b>REVENUES</b>				
Department Assessment	\$ 10,883,410	\$ 7,159,440	\$ 7,159,440	\$ 10,023,216
Interest on Time Deposits	112,257	131,545	79,581	106,065
Recovery of Expenditures	227,864	15,000	264,527	15,030
Compensation for Damages	2,231	1,585	1,585	1,585
<i>Total Revenue &amp; Transfers</i>	<u>\$ 11,225,762</u>	<u>\$ 7,307,570</u>	<u>\$ 7,505,133</u>	<u>\$ 10,145,896</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 15,282,307</u>	<u>\$ 12,151,347</u>	<u>\$ 9,621,670</u>	<u>\$ 8,575,705</u>
<b>APPROPRIATIONS</b>				
<b>Operating</b>				
Administration - City	\$ 1,629,033	\$ 1,722,658	\$ 1,615,026	\$ 1,800,368
Administration - Contracts	757,032	723,846	738,071	806,548
Claims - Insurance	8,669,252	5,932,086	6,246,576	6,868,602
Premiums - Excess Liability	1,756,612	1,955,805	1,788,665	1,968,238
<i>Subtotal Operating</i>	<u>\$ 12,811,929</u>	<u>\$ 10,334,395</u>	<u>\$ 10,388,338</u>	<u>\$ 11,443,756</u>
<b>Transfers To</b>				
General Fund-Indirect Cost	\$ 252,231	\$ 256,014	\$ 256,014	\$ 256,014
IT Portfolio Investment Projects	9,157	0	0	0
Retired Employee Health Insurance	7,901	0	0	0
Workers' Compensation	84,552	84,552	84,552	84,552
Aviation Capital Project Transfer	0	462,957	462,957	0
<i>Subtotal Transfers</i>	<u>\$ 353,841</u>	<u>\$ 803,523</u>	<u>\$ 803,523</u>	<u>\$ 340,566</u>
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 13,165,770</u>	<u>\$ 11,137,918</u>	<u>\$ 11,191,861</u>	<u>\$ 11,784,322</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 2,116,537</u>	<u>\$ 1,013,429</u>	<u>\$ (1,570,191)</u>	<u>\$ (3,208,617)</u>

**SELF INSURANCE FUND  
WORKERS' COMPENSATION FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

This fund consolidates the Workers' Compensation liabilities into one account. Each department is charged a premium based on their own history of claim loss experience. A third party administrator processes Workers' Compensation claims paid from this fund. This fund provides for the costs of the City's Employee Safety Program and the City Attorney's administration of in-suit claims.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 2,234,973	\$ 581,689	\$ (1,110,642)	\$ (656,880)
<i>Net Balance</i>	\$ 2,234,973	\$ 581,689	\$ (1,110,642)	\$ (656,880)
<b>REVENUES</b>				
Department Assessment	\$ 13,765,584	\$ 16,965,873	\$ 17,017,132	\$ 17,263,605
Interest on Time Deposits	121,966	147,785	86,489	112,056
Recovery of Expenditures	379,266	300,000	293,010	300,000
Other Revenue-Transfers	84,552	84,552	84,552	106,955
<i>Total Revenue &amp; Transfers</i>	\$ 14,351,368	\$ 17,498,210	\$ 17,481,183	\$ 17,782,616
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 16,586,341</b>	<b>\$ 18,079,899</b>	<b>\$ 16,370,541</b>	<b>\$ 17,125,736</b>
<b>APPROPRIATIONS</b>				
<b>Operating</b>				
Administration - City	\$ 2,001,678	\$ 2,126,696	\$ 2,038,651	\$ 2,181,680
Administration - Contracts	1,013,716	1,097,254	1,092,713	1,192,886
Premiums - Excess Liability	277,881	391,270	311,412	500,000
Claims - Insurance	13,973,345	13,071,874	13,169,373	13,726,776
<i>Subtotal Operating</i>	\$ 17,266,620	\$ 16,687,094	\$ 16,612,149	\$ 17,601,342
<b>Transfers</b>				
General Fund-Indirect Cost	\$ 409,135	\$ 415,272	\$ 415,272	\$ 415,272
IT Portfolio Investment Projects	10,073	0	0	0
Retired Employee Health Insurance	11,155	0	0	0
<i>Subtotal Transfers</i>	\$ 430,363	\$ 415,272	\$ 415,272	\$ 415,272
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 17,696,983</b>	<b>\$ 17,102,366</b>	<b>\$ 17,027,421</b>	<b>\$ 18,016,614</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ (1,110,642)</b>	<b>\$ 977,533</b>	<b>\$ (656,880)</b>	<b>\$ (890,878)</b>





# **Debt Service Funds**



**DEBT SERVICE FUND  
SUMMARY OF PROPOSED BUDGET**

Description:

This schedule reflects the consolidation of the General Obligation Debt Service Fund and the Certificates of Obligation Debt Service Fund. The General Obligation Debt Service Fund was established to account for the accumulation of ad valorem taxes collected for the purpose of paying principal and interest on long term debt. The Certificates of Obligation Debt Service Fund was established to account for the accumulation of ad valorem and pledged revenues collected for the purpose of paying principal and interest on long term certificates of obligation and short term contractual obligation certificates.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 83,707,086	\$ 80,934,883	\$ 80,258,216	\$ 63,163,684
<b>REVENUES</b>				
Current Property Tax	\$ 146,204,981	\$ 143,156,809	\$ 142,847,288	\$ 142,931,649
Delinquent Property Tax	1,480,489	1,557,210	649,738	1,162,770
Interest on Time Deposits	260,152	1,035,413	429,963	626,538
Penalty & Interest on Delinquent Taxes	1,393,391	1,313,700	1,383,355	1,345,967
Accrued Interest	436,721	0	0	0
Contributions from Other Agencies	383,841	383,841	383,841	0
Bond Proceeds	155,710,000	0	0	0
Premium on Bonds	20,685,054	0	0	0
Direct Subsidy - Build America Bonds	0	4,016,579	4,016,578	3,825,313
Transfer from Confiscated Property	374,379	380,900	380,900	379,300
Transfer from Advanced Transportation District	3,029,067	3,028,900	3,028,900	3,028,150
Transfer from Brooks City-Base TIRZ Fund	515,673	1,064,311	1,073,647	1,135,221
Transfer from Midtown TIRZ Fund	0	136,285	0	0
Transfer from Heathers Cove TIRZ Fund	73,910	0	55,459	0
Transfer from Ridge Stone TIRZ Fund	132,444	0	44,148	0
Transfer from Golf Course Fund	17,986	105,741	105,741	106,357
Transfer from Bond Fund	21,868,963	0	0	0
Transfer from Information Technology	0	0	0	1,041,978
<i>Total Revenues &amp; Transfers</i>	<b>\$ 352,567,051</b>	<b>\$ 156,179,689</b>	<b>\$ 154,399,558</b>	<b>\$ 155,583,243</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 436,274,137</b>	<b>\$ 237,114,572</b>	<b>\$ 234,657,774</b>	<b>\$ 218,746,927</b>
<b>APPROPRIATIONS</b>				
Bond Principal	\$ 125,590,000	\$ 110,260,000	\$ 110,260,000	\$ 99,705,000
Bond Interest	52,099,640	61,228,150	61,218,590	61,876,902
Payment to Escrow Agent	176,569,316	0	0	0
Transfer to Houston Street TIRZ Fund	12,549	0	0	0
Issuance and Other Costs	1,731,945	0	0	0
Arbitrage	850	0	0	0
Paying Agent Fees	11,621	15,500	15,500	15,500
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 356,015,921</b>	<b>\$ 171,503,650</b>	<b>\$ 171,494,090</b>	<b>\$ 161,597,402</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 80,258,216</b>	<b>\$ 65,610,922</b>	<b>\$ 63,163,684</b>	<b>\$ 57,149,525</b>

**DEBT SERVICE FUND**  
**AIRPORT SYSTEM REVENUE IMPROVEMENT BONDS, SERIES 2002**  
**AIRPORT SYSTEM FORWARD REFUNDING REVENUE BONDS, SERIES 2003**  
**AIRPORT SYSTEM REVENUE REFUNDING BONDS, SERIES 2006**  
**AIRPORT SYSTEM REVENUE IMPROVEMENT BONDS, SERIES 2007**  
**AIRPORT SYSTEM REVENUE IMPROVEMENT AND REFUNDING BONDS, SERIES 2010A**  
**AIRPORT SYSTEM REVENUE REFUNDING BONDS, TAXABLE SERIES 2010B**  
**SUMMARY OF PROPOSED BUDGET**

Description:

The Airport System Revenue Refunding Bonds, Series 2001 and 2002, Airport System Forward Refunding Revenue Bonds, Series 2003, Airport System Revenue Refunding Bonds, Series 2003B and 2006, and Airport System Revenue Improvement Bonds, Series 2007 Debt Service Funds were created to account for revenues transferred from the Airport System Revenue Fund. These revenues will pay for principal and interest on these bonds and provide for the bond reserve to pay other costs and expenses.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 21,351,464	\$ 19,658,189	\$ 19,804,367	\$ 19,088,651
<b>REVENUES</b>				
Contr. from Airport Revenue Fund	\$ 15,421,848	\$ 24,592,376	\$ 19,440,981	\$ 20,422,588
Contr. from PFC Revenue Fund	0	0	2,703,006	3,598,054
Interest on Time Deposits	54,024	0	0	0
Capitalized Interest	0	0	2,126,042	0
<i>Total Revenues &amp; Transfers</i>	<b>\$ 15,475,872</b>	<b>\$ 24,592,376</b>	<b>\$ 24,270,029</b>	<b>\$ 24,020,642</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 36,827,336</b>	<b>\$ 44,250,565</b>	<b>\$ 44,074,396</b>	<b>\$ 43,109,293</b>
<b>APPROPRIATIONS</b>				
Bond Principal	\$ 5,380,000	\$ 13,325,000	\$ 13,325,000	\$ 12,845,000
Bond Interest	11,642,238	11,271,964	11,660,745	12,270,998
Paying Agent Fees	731	0	0	0
	0	0	0	0
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 17,022,969</b>	<b>\$ 24,596,964</b>	<b>\$ 24,985,745</b>	<b>\$ 25,115,998</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 19,804,367</b>	<b>\$ 19,653,601</b>	<b>\$ 19,088,651</b>	<b>\$ 17,993,295</b>
Bond Reserve Fund	\$ 14,029,197	\$ 13,554,542	\$ 12,539,459	\$ 12,111,726
Reserve for Future Payments	5,775,170	6,099,059	6,549,192	5,881,569
<b>NET ENDING BALANCE</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
Succeeding Yr. Principal & Interest	\$ 24,985,745	\$ 24,578,614	\$ 25,115,998	\$ 24,909,348

**DEBT SERVICE FUND**  
**PASSENGER FACILITY CHARGE AND SUBORDINATE LIEN AIRPORT SYSTEM REVENUE IMPROVEMENT BONDS, SERIES 2002**  
**PASSENGER FACILITY CHARGE AND SUBORDINATE LIEN AIRPORT SYSTEM REVENUE IMPROVEMENT BONDS, SERIES 2005**  
**PASSENGER FACILITY CHARGE AND SUBORDINATE LIEN AIRPORT SYSTEM REVENUE IMPROVEMENT BONDS, SERIES 2007**  
**PASSENGER FACILITY CHARGE AND SUBORDINATE LIEN AIRPORT SYSTEM REVENUE IMPROVEMENT AND REFUNDING BONDS, SERIES 2011**  
**SUMMARY OF PROPOSED BUDGET**

Description:

The Passenger Facility Charge and Subordinate Lien Airport Revenue Bond, Series 2002, Series 2005, and Series 2007 Debt Service Funds were created to account for revenues transferred from the Passenger Facility Charge Revenue Fund. These revenues will pay for principal and interest on these bonds and provide for the bond reserve to pay other costs and expenses.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 5,970,066	\$ 4,178,629	\$ 4,178,506	\$ 4,413,774
<b>REVENUES</b>				
Contr. from PFC Revenue Fund	\$ 8,953,909	\$ 10,407,474	\$ 12,862,849	\$ 13,157,966
Interest on Time Deposits	17,048	0	0	0
<i>Total Revenues &amp; Transfers</i>	<u>\$ 8,970,957</u>	<u>\$ 10,407,474</u>	<u>\$ 12,862,849</u>	<u>\$ 13,157,966</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 14,941,023</u>	<u>\$ 14,586,103</u>	<u>\$ 17,041,355</u>	<u>\$ 17,571,740</u>
<b>APPROPRIATIONS</b>				
Bond Principal	\$ 3,690,000	\$ 3,885,000	\$ 4,845,000	\$ 4,795,000
Bond Interest	7,071,942	6,885,900	7,782,581	8,363,400
Paying Agent Fees	575	0	0	0
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 10,762,517</u>	<u>\$ 10,770,900</u>	<u>\$ 12,627,581</u>	<u>\$ 13,158,400</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 4,178,506</u>	<u>\$ 3,815,203</u>	<u>\$ 4,413,774</u>	<u>\$ 4,413,340</u>
Bond Reserve Fund	\$ 2,848,007	\$ 2,807,064	\$ 2,478,984	\$ 2,349,829
Reserve for Future Payments	1,330,499	1,008,139	1,934,790	2,063,511
<b>NET ENDING BALANCE</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Succeeding Yr. Principal & Interest	\$ 12,627,581	\$ 10,763,625	\$ 13,158,400	\$ 13,156,663

**DEBT SERVICE FUND**  
**CONVENTION CENTER EXPANSION REVENUE BONDS, SERIES 1996**  
**HOTEL OCCUPANCY TAX SUBORDINATE LIEN REVENUE REFUNDING BONDS, SERIES 2004A**  
**HOTEL OCCUPANCY TAX SUBORDINATE LIEN REVENUE REFUNDING BONDS, SERIES 2006**  
**HOTEL OCCUPANCY TAX SUBORDINATE LIEN VARIABLE RATE DEMAND REVENUE AND REFUNDING BONDS, SERIES 2001**  
**SUMMARY OF PROPOSED BUDGET**

Description:

The Convention Center Expansion Debt Service Fund was established to account for the issuance of bonds to fund the Convention Center Expansion Project. The principal and interest is paid from revenues generated through 2% of Hotel/Motel Tax Collections and transferred into this Debt Service Fund.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 25,825,461	\$ 21,479,346	\$ 25,394,505	\$ 22,475,469
<b>REVENUES</b>				
Contr. from CCE Rev. Fund	\$ 6,389,124	\$ 19,210,523	\$ 15,185,819	\$ 19,860,260
Contr. from Facility Fund	5,722,810	0	0	0
Interest on Time Deposits	138,353	0	0	0
<i>Total Revenues &amp; Transfers</i>	<u>\$ 12,250,287</u>	<u>\$ 19,210,523</u>	<u>\$ 15,185,819</u>	<u>\$ 19,860,260</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 38,075,748</u>	<u>\$ 40,689,869</u>	<u>\$ 40,580,324</u>	<u>\$ 42,335,729</u>
<b>APPROPRIATIONS</b>				
Bond Principal	\$ 1,765,000	\$ 7,660,000	\$ 7,660,000	\$ 8,385,000
Bond Interest	3,976,909	10,444,855	10,444,855	10,412,918
Notes Principal	5,500,000	0	0	0
Notes Interest	222,310	0	0	0
Paying Agent & Other Fees	1,215,124	0	0	0
Arbitrage Consulting and Rebate	1,900	0	0	0
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 12,681,243</u>	<u>\$ 18,104,855</u>	<u>\$ 18,104,855</u>	<u>\$ 18,797,918</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 25,394,505</u>	<u>\$ 22,585,014</u>	<u>\$ 22,475,469</u>	<u>\$ 23,537,811</u>
Bond Reserve Fund	\$ 20,331,244	\$ 20,331,244	\$ 20,331,244	\$ 20,331,244
Reserve for Future Payments	5,063,261	2,253,770	2,144,225	3,206,567
<b>NET ENDING BALANCE</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Succeeding Yr. Principal & Interest	\$ 18,104,855	\$ 18,797,918	\$ 18,797,918	\$ 19,144,805

**DEBT SERVICE FUND  
PARKING SYSTEM  
TAXABLE GENERAL IMPROVEMENT REFUNDING BONDS, SERIES 2008  
TAXABLE GENERAL IMPROVEMENT REFUNDING BONDS, SERIES 2004  
SUMMARY OF PROPOSED BUDGET**

Description:

This Parking Facilities Debt Service schedule includes Taxable General Improvement Refunding Bonds, Series 2008, Series 2004, and proposed Certificates of Obligation, Series 2011. The principal and interest is paid from revenues generated in the Parking Revenue Fund and transferred into the Debt Service Fund.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 2,052,234	\$ 984,004	\$ 986,794	\$ 766,978
<b>REVENUES</b>				
Contr. from Parking Revenue Fund	\$ 558,265	\$ 1,601,125	\$ 1,481,636	\$ 2,206,035
Interest on Time Deposits	3,774	0	0	0
<i>Total Revenues &amp; Transfers</i>	<b>\$ 562,039</b>	<b>\$ 1,601,125</b>	<b>\$ 1,481,636</b>	<b>\$ 2,206,035</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 2,614,273</b>	<b>\$ 2,585,129</b>	<b>\$ 2,468,430</b>	<b>\$ 2,973,013</b>
<b>APPROPRIATIONS</b>				
Bond Principal	\$ 700,000	\$ 800,000	\$ 800,000	\$ 1,175,000
Bond Interest	926,684	901,452	901,452	861,565
Paying Agent Fees	795	0	0	0
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 1,627,479</b>	<b>\$ 1,701,452</b>	<b>\$ 1,701,452</b>	<b>\$ 2,036,565</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 986,794</b>	<b>\$ 883,677</b>	<b>\$ 766,978</b>	<b>\$ 936,448</b>
Bond Reserve Fund	\$ 0	\$ 0	\$ 0	\$ 0
Reserve for Future Payments	986,794	883,677	766,978	936,448
<b>NET ENDING BALANCE</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
Succeeding Yr. Principal & Interest	\$ 1,701,452	\$ 2,536,148	\$ 2,036,565	\$ 2,617,352



**DEBT SERVICE FUND  
SOLID WASTE MANAGEMENT  
GENERAL IMPROVEMENT REFUNDING BONDS, SERIES 2010  
CERTIFICATES OF OBLIGATION, SERIES 2007  
GENERAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2006  
CERTIFICATES OF OBLIGATION, SERIES 2006  
SUMMARY OF PROPOSED BUDGET**

Description.

This Solid Waste Debt Service schedule includes the General Improvement Refunding Bonds, Series 2010, General Improvement and Refunding Bonds, Series 2006, and Certificates of Obligation, Series 2006 and Series 2007. The principal and interest is paid from revenues generated in the Solid Waste Management Fund and transferred into the Debt Service Fund.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 99,028	\$ 57,023	\$ 47,217	\$ 23,166
<b>REVENUES</b>				
Contr. from Solid Waste Mgt. Fund	\$ 245,249	\$ 259,101	\$ 124,324	\$ 0
Contr. from Construction	0	0	150,709	297,018
Interest on Time Deposits	687	0	0	0
Accrued Interest	1,529	0	0	0
Bond Proceeds	545,000	0	0	0
Premium on Bonds	72,400	0	0	0
<i>Total Revenues &amp; Transfers</i>	<b>\$ 864,865</b>	<b>\$ 259,101</b>	<b>\$ 275,033</b>	<b>\$ 297,018</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$ 963,893</b>	<b>\$ 316,124</b>	<b>\$ 322,250</b>	<b>\$ 320,184</b>
<b>APPROPRIATIONS</b>				
Bond Principal	\$ 125,000	\$ 135,000	\$ 135,000	\$ 140,000
Bond Interest	174,356	154,525	164,084	157,209
Payment to Escrow Agent	612,759	0	0	0
Issuance and Other Costs	4,561	0	0	0
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 916,676</b>	<b>\$ 289,525</b>	<b>\$ 299,084</b>	<b>\$ 297,209</b>
<b>GROSS ENDING BALANCE</b>	<b>\$ 47,217</b>	<b>\$ 26,599</b>	<b>\$ 23,166</b>	<b>\$ 22,975</b>
Bond Reserve Fund	\$ 0	\$ 0	\$ 0	\$ 0
Reserve for Future Payments	47,217	26,599	23,166	22,975
<b>NET ENDING BALANCE</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
Succeeding Yr. Principal & Interest	\$ 299,085	\$ 287,650	\$ 297,209	\$ 296,059

**DEBT SERVICE FUND**  
**MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE BONDS, SERIES 2003**  
**MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE BONDS, SERIES 2005**  
**SUMMARY OF PROPOSED BUDGET**

Description:

The Municipal Drainage Utility (Stormwater) System Debt Service Fund was established to account for the issuance of Municipal Drainage Utility (Stormwater) System Revenue Bonds, Series 2003 and Series 2005. The principal and interest is paid from revenues generated in the Municipal Drainage Utility System Revenue Fund and transferred into this Debt Service Fund

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 3,390,244	\$ 3,113,006	\$ 3,451,331	\$ 3,373,996
<b>REVENUES</b>				
Contr. from Stormwater Fund	\$ 7,356,367	\$ 7,378,681	\$ 7,227,165	\$ 7,379,197
Interest on Time Deposits	7,418	0	0	0
<i>Total Revenues &amp; Transfers</i>	<u>\$ 7,363,785</u>	<u>\$ 7,378,681</u>	<u>\$ 7,227,165</u>	<u>\$ 7,379,197</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 10,754,029</u>	<u>\$ 10,491,687</u>	<u>\$ 10,678,496</u>	<u>\$ 10,753,193</u>
<b>APPROPRIATIONS</b>				
Bond Principal	\$ 2,795,000	\$ 2,915,000	\$ 2,915,000	\$ 3,055,000
Bond Interest	4,507,038	4,389,500	4,389,500	4,252,919
Paying Agent Fees	660	0	0	0
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 7,302,698</u>	<u>\$ 7,304,500</u>	<u>\$ 7,304,500</u>	<u>\$ 7,307,919</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ 3,451,331</u>	<u>\$ 3,187,187</u>	<u>\$ 3,373,996</u>	<u>\$ 3,445,274</u>
Bond Reserve Fund	\$ 0	\$ 0	\$ 0	\$ 0
Reserve for Future Payments	3,451,331	3,187,187	3,373,996	3,445,274
<b>NET ENDING BALANCE</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Succeeding Yr. Principal & Interest	\$ 7,304,500	\$ 7,307,919	\$ 7,307,919	\$ 7,303,100

**DEBT SERVICE FUND**  
**EDWARDS AQUIFER PROTECTION VENUE COMMERCIAL PAPER NOTES, SERIES A**  
**SUMMARY OF PROPOSED BUDGET**

Description:

In FY 2006-2007, the Edwards Aquifer Protection Venue Debt Service Fund was established to account for the issuance of commercial paper notes to acquire and preserve land in the aquifer's recharge zones under Proposition 1. The principal and interest is paid from revenue generated through a sales tax increase generated from the Edwards Aquifer Venue Project Fund and transferred into this Debt Service Fund.

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>AVAILABLE FUNDS</b>				
Beginning Balance	\$ 126	\$ 0	\$ (20,482)	\$ 0
<b>REVENUES</b>				
Contr. from Aquifer Acquisition Fund	\$ 11,641,502	\$ 14,617,061	\$ 14,513,587	\$ 0
Interest on Time Deposits	67	0	0	0
<i>Total Revenues &amp; Transfers</i>	<u>\$ 11,641,569</u>	<u>\$ 14,617,061</u>	<u>\$ 14,513,587</u>	<u>\$ 0</u>
<b>TOTAL AVAILABLE FUNDS</b>	<u>\$ 11,641,695</u>	<u>\$ 14,617,061</u>	<u>\$ 14,493,105</u>	<u>\$ 0</u>
<b>APPROPRIATIONS</b>				
Commercial Paper Principal	\$ 11,435,000	\$ 14,370,000	\$ 14,370,000	\$ 0
Commercial Paper Interest	79,649	122,813	23,568	0
Commercial Paper Note Fees	147,528	124,248	99,537	0
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 11,662,177</u>	<u>\$ 14,617,061</u>	<u>\$ 14,493,105</u>	<u>\$ 0</u>
<b>GROSS ENDING BALANCE</b>	<u>\$ (20,482)</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Bond Reserve Fund	\$ 0	\$ 0	\$ 0	\$ 0
Reserve for Future Payments	(20,482)	0	0	0
<b>NET ENDING BALANCE</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Succeeding Yr. Principal & Interest	\$ 14,493,105	\$ 0	\$ 0	\$ 0

# **Categorical Grants**



## FY 2012 CATEGORICAL GRANT SUMMARY BY DEPARTMENT

<b>Aviation</b>							
TSA Checkpoint Security Program	365,504	0	0	365,504	0	0	0.00
TSA Explosive Detection Canine Team	300,000	0	0	300,000	50,000	0	0.00
<b>Aviation</b>	<b>\$665,504</b>	<b>\$0</b>	<b>\$0</b>	<b>\$665,504</b>	<b>\$50,000</b>	<b>0</b>	<b>0.00</b>
<b>Building &amp; Equipment Services</b>							
Clean Cities Petroleum Reduction Tech	259,740	0	0	259,740	0	0	0.00
<b>Fleet Maintenance &amp; Operations</b>	<b>\$259,740</b>	<b>\$0</b>	<b>\$0</b>	<b>\$259,740</b>	<b>\$0</b>	<b>0</b>	<b>0.00</b>
<b>Center City Development Office</b>							
CDBG Entitlement Grant Program	73,654	0	0	73,654	0	1	1.00
<b>Center City Development Office</b>	<b>\$73,654</b>	<b>\$0</b>	<b>\$0</b>	<b>\$73,654</b>	<b>\$0</b>	<b>1</b>	<b>1.00</b>
<b>City Attorney</b>							
CDBG Entitlement Grant Program	259,146	0	0	259,146	0	4	4.00
<b>City Attorney</b>	<b>\$259,146</b>	<b>\$0</b>	<b>\$0</b>	<b>\$259,146</b>	<b>\$0</b>	<b>4</b>	<b>4.00</b>
<b>Code Enforcement Services</b>							
CDBG Entitlement Grant Program	157,861	0	0	157,861	0	4	4.00
<b>Code Enforcement Services</b>	<b>\$157,861</b>	<b>\$0</b>	<b>\$0</b>	<b>\$157,861</b>	<b>\$0</b>	<b>4</b>	<b>4.00</b>
<b>Cultural Affairs</b>							
Texas Commission on the Arts	0	25,000	0	25,000	25,000	0	0.00
<b>Cultural Affairs</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>0</b>	<b>0.00</b>
<b>Fire</b>							
Emergency Management Performance - 2012	231,380	0	0	231,380	0	2	2.00
Metropolitan Medical Response - 2010	317,419	0	0	317,419	0	0	0.00
Metropolitan Medical Response System - 2009	209,078	0	0	209,078	0	0	0.00
Southwest Texas Regional Advisory Council (STRAC)	0	30,000	0	30,000	0	0	0.00
State Homeland Security - 2009	45,542	0	0	45,542	0	0	0.00
State Homeland Security - 2010	177,157	0	0	177,157	0	0	0.00
Urban Area Security Initiative - 2009	3,359,077	0	0	3,359,077	0	10	10.00
Urban Area Security Initiative - 2010	238,836	0	0	238,836	0	0	0.00
<b>Fire</b>	<b>\$4,578,489</b>	<b>\$30,000</b>	<b>\$0</b>	<b>\$4,608,489</b>	<b>\$0</b>	<b>12</b>	<b>12.00</b>
<b>Grants Monitoring &amp; Administration - Administration</b>							
CDBG Entitlement Grant Program	1,128,172	0	0	1,128,172	0	12	12.00
HOME Entitlement Grant Program	623,951	0	0	623,951	0	6	6.00
<b>Grants Monitoring &amp; Administration</b>	<b>\$1,752,123</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,752,123</b>	<b>\$0</b>	<b>18</b>	<b>18.00</b>
<b>Grants Monitoring &amp; Administration - Other Agencies</b>							
CDBG Entitlement Grant Program	2,623,876	0	0	2,623,876	0	0	0.00
HOME Entitlement Grant Program	3,955,870	0	0	3,955,870	0	0	0.00
<b>Grants Monitoring &amp; Administration</b>	<b>\$6,579,746</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,579,746</b>	<b>\$0</b>	<b>0</b>	<b>0.00</b>
<b>Health</b>							
Air Monitoring In SA PM 2.5	0	103,000	0	103,000	0	0	0.00
Air Monitoring TCEQ Biowatch	0	433,814	0	433,814	0	6	6.00
Air Monitors Lake Calaveras 09-10	0	42,100	0	42,100	0	0	0.00
ARRA - Communities Putting Prevention to Work	6,436,078	0	0	6,436,078	0	7	7.00
Bio-Terrorism - PHEP	999,388	0	0	999,388	99,388	12	10.90
CPS Laboratory Response	32,444	0	0	32,444	0	1	0.60
Federal HIV/AIDS Surveillance	0	219,348	0	219,348	0	4	4.00

\* Note: Amounts reflected within the Categorical Grant Summary reflect grants received as of July 2011 and are subject to change.

**FY 2012 CATEGORICAL GRANT SUMMARY BY DEPARTMENT**



<b>Health</b>								
Federal Immunization Program	1,790,188	0	0	1,790,188	0	28	28.00	
Federal STD Intervention & Surveillance	540,176	0	0	540,176	0	8	7.00	
Head Start Dental	253,840	0	0	253,840	0	0	0.00	
Health Education Project	214,893	0	0	214,893	0	3	3.00	
Healthy Kids, Healthy Communities Program	0	0	90,000	90,000	0	1	1.00	
Healthy Start Initiative	750,000	0	0	750,000	0	10	10.00	
IDC/FLU Infectious Disease	0	5,000	0	5,000	0	0	0.00	
Inner-City School Immunization Project	0	646,190	13,400	659,590	0	11	11.00	
Milk Sample Lab Tests	0	60,000	0	60,000	0	0	0.00	
NACCHO Medical Reserve Corps	0	0	5,000	5,000	0	0	0.00	
Obesity Prevention Grant	0	200,000	0	200,000	20,000	2	2.00	
Oral Health Workforce	280,000	0	0	280,000	112,000	1	0.00	
Parent & Child Inc - Early Head Start Dental	11,000	0	0	11,000	0	0	0.00	
PHEP-Bioterrorism Preparedness Lab	211,633	0	0	211,633	21,163	2	1.40	
PHEP-Cities Readiness Initiative	240,370	0	0	240,370	24,037	3	3.00	
Strengthening Public Health Infrastructure	250,000	0	0	250,000	0	1	1.00	
TB Prevention & Control	0	308,706	0	308,706	0	3	3.00	
TB Program	0	308,706	0	308,706	0	3	3.00	
Texas A&M Research Foundation Subaward	113,317	0	0	113,317	0	0	0.20	
Title V - Dental	200,000	0	0	200,000	0	1	1.00	
Tobacco Community Coalition	0	715,988	0	715,988	0	3	3.00	
VFC Immunization Program	598,081	0	0	598,081	0	10	10.00	
WIC 2011-2012	7,028,320	0	0	7,028,320	0	130	130.00	
<b>Health</b>	<b>\$19,949,728</b>	<b>\$3,042,852</b>	<b>\$108,400</b>	<b>\$23,100,980</b>	<b>\$276,588</b>	<b>250</b>	<b>246.10</b>	

<b>Human Services</b>								
ARRA - Federal Homeless Prevention and Rapid Re-Housing	455,960	0	0	455,960	0	7	6.75	
CDBG Entitlement Grant-Fair Housing Program	232,187	0	0	232,187	0	5	4.50	
Child Care Services	47,877,324	0	0	47,877,324	1,200,000	53	53.00	
Community Services Block Grant	1,880,509	0	0	1,880,509	0	25	25.00	
Comprehensive Nutrition Project	1,968,241	0	192,557	2,160,798	3,144,506	50	34.00	
Emergency Shelter Grant 11-13	641,107	0	0	641,107	641,107	0	0.00	
English Literacy/Civics Education Program	102,000	0	0	102,000	0	1	1.00	
Head Start Early Childhood Development	48,800,199	0	12,200,050	61,000,249	0	36	36.00	
Housing Opportunities for Person with AIDS 10-13	1,168,601	0	0	1,168,601	0	0	0.00	
Individual Development Account 5	50,000	0	0	50,000	0	1	1.00	
Juvenile Accountability Block Grant	0	53,755	5,973	59,728	0	0	0.00	
Supporting Housing Program	5,744,448	0	138,719	5,883,167	98,712	5	5.00	
Supportive Services for the Elderly Project	275,250	0	5,000	280,250	140,987	10	7.50	
TxDOT Elderly & Persons with Disabilities Program	7,810	0	0	7,810	0	0	0.00	
<b>Human Services</b>	<b>\$109,203,636</b>	<b>\$53,755</b>	<b>\$12,542,299</b>	<b>\$121,799,690</b>	<b>\$5,225,312</b>	<b>193</b>	<b>173.75</b>	

<b>Library</b>								
Friends of the SA Public Library - Donation	0	0	42,000	42,000	0	0	0.00	
Interlibrary Loan Services	417,311	0	0	417,311	0	4	4.00	
Library Systems Operations	359,886	0	0	359,886	0	4	4.00	
Miscellaneous Gifts	0	0	50,000	50,000	0	0	0.00	
SA Public Library Foundation - Donation	0	0	240,000	240,000	0	0	0.00	
Technical Assistance Negotiated Grant	76,534	0	0	76,534	0	1	1.00	
<b>Library</b>	<b>\$853,731</b>	<b>\$0</b>	<b>\$332,000</b>	<b>\$1,185,731</b>	<b>\$0</b>	<b>9</b>	<b>9.00</b>	

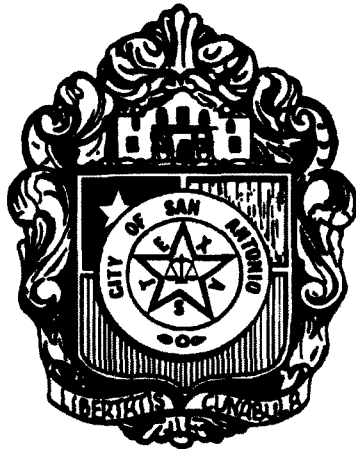
\* Note: Amounts reflected within the Categorical Grant Summary reflect grants received as of July 2011 and are subject to change.

## FY 2012 CATEGORICAL GRANT SUMMARY BY DEPARTMENT

DEPARTMENT	FEDERAL	STATE	OTHER	ADOPTED FY 2012	CITY MATCH	FY 2011 POSITIONS	FY 2012 FTEs
<b>Office of Environmental Policy</b>							
ARRA Better Buildings Program	5,078,400	0	0	5,078,400	0	4	3.50
ARRA Distributed Renewable Energy	0	313,000	120,000	433,000	0	0	0.00
ARRA Energy Efficiency Conservation Block Grant	5,178,244	0	0	5,178,244	0	6	6.28
ARRA Weatherization Assistance Program	3,619,176	0	0	3,619,176	0	2	2.22
Solar America Cities	0	25,848	10,547	36,395	190,000	0	0.00
State Energy Conservation Office - Alternative Fuels	0	52,500	0	52,500	0	0	0.00
Transportation Enhancement Program	240,000	0	0	240,000	51,000	0	0.00
<b>Office of Environmental Policy</b>	<b>\$14,115,820</b>	<b>\$391,348</b>	<b>\$130,547</b>	<b>\$14,637,715</b>	<b>\$241,000</b>	<b>12</b>	<b>12.00</b>
<b>Office of Military Affairs</b>							
Economic Adjustment 2012	451,100	0	0	451,100	22,585	4	4.00
Office of Economic Adjustment	607,500	0	0	607,500	67,500	0	0.00
<b>Office of Military Affairs</b>	<b>\$1,058,600</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,058,600</b>	<b>\$90,085</b>	<b>4</b>	<b>4.00</b>
<b>Parks &amp; Recreation</b>							
CDBG Entitlement Grant Program	323,433	0	0	323,433	0	0	0.00
Summer Food Service	1,316,488	0	0	1,316,488	0	0	0.00
<b>Parks &amp; Recreation</b>	<b>\$1,639,921</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,639,921</b>	<b>\$0</b>	<b>0</b>	<b>0.00</b>
<b>Planning &amp; Community Development</b>							
CDBG Entitlement Grant -Housing Program	1,717,236	0	0	1,717,236	0	16	16.00
CDBG Entitlement Grant Program-Administration	429,836	0	0	429,836	0	2	0.00
CDBG Entitlement Grant-Neighborhood Revitalization	348,631	0	0	348,631	0	2	2.00
HOME Entitlement Grant Program	2,903,763	0	0	2,903,763	0	0	0.00
Procurement Technical Assistance	193,417	0	0	193,417	193,417	4	0.00
<b>Planning &amp; Community Development</b>	<b>\$5,592,883</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,592,883</b>	<b>\$193,417</b>	<b>24</b>	<b>18.00</b>
<b>Police</b>							
ARRA - Community Oriented Policing Services (COPS)	3,870,897	0	0	3,870,897	865,060	50	50.00
Click it or Ticket Program	0	40,000	0	40,000	0	0	0.00
HIDTA - Director's Administrative Support	70,264	0	0	70,264	0	0	0.00
HIDTA - Multi-Partnership Initiative	1,356,960	0	0	1,356,960	0	8	8.00
HIDTA - South Texas Intelligence Center	628,246	0	0	628,246	0	8	8.00
Intellectual Property Enforcement Program	200,000	0	0	200,000	0	0	0.00
Justice Assistance Grant	325,750	0	0	325,750	0	2	2.00
Regional Auto Crimes Team (ReACT)	0	1,126,621	0	1,126,621	2,453,576	11	11.00
TACT Enforcement - Ticketing Aggressive Cars & Trucks	230,000	0	57,500	287,500	0	0	0.00
TACT Implementation - Ticketing Aggressive Cars & Trucks	97,500	0	0	97,500	0	0	0.00
Texas Statewide Tobacco Education & Prevention	0	44,000	0	44,000	0	0	0.00
TxDOT DWI Selective Traffic Enforcement Program	0	556,483	321,307	877,790	300,000	0	0.00
<b>Police</b>	<b>\$6,779,617</b>	<b>\$1,767,104</b>	<b>\$378,807</b>	<b>\$8,925,528</b>	<b>\$3,618,636</b>	<b>79</b>	<b>79.00</b>
<b>Public Works</b>							
CDBG Entitlement Grant Program	20,000	0	0	20,000	0	0	0.00
<b>Public Works</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$0</b>	<b>0</b>	<b>0.00</b>
<b>Grand Total</b>	<b>\$173,540,100</b>	<b>\$8,310,000</b>	<b>\$13,482,063</b>	<b>\$195,342,311</b>	<b>\$8,720,036</b>	<b>610</b>	<b>690.00</b>

\* Note: Amounts reflected within the Categorical Grant Summary reflect grants received as of July 2011 and are subject to change.





# **Delegate Agencies**



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
CONSOLIDATED FUNDING REPORT  
PROPOSED FY 2012 ALLOCATIONS**

Agency Name	Program Name	Consolidated Funding Process General Fund	Community Development Block Grant (CDBG)	Emergency Shelter Grant (ESG)	Housing Opp. for Persons with AIDS (HOPWA)	Proposed FY 2012
<b>FAMILY STRENGTHENING</b>						
<b>Very Early Childhood Education</b>						
Alamo Public Telecommunications (KLRN)	Very Early Childhood Center	81,594	-	-	-	81,594
University of Texas at San Antonio (UTSA)	Family First Steps	81,595	-	-	-	81,595
<b>Total Very Early Childhood Education</b>		<b>\$ 163,189</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 163,189</b>
<b>Early Childhood Professional Development</b>						
Daughters of Charity	Early Childhood Professional Development	20,000	-	-	-	20,000
Ella Austin Community Center	Early Childhood Development	44,424	-	-	-	44,424
Family Service Association	Early Childhood Professional Development	270,000	-	-	-	270,000
Madonna Neighborhood Center	Child Care Program	22,500	-	-	-	22,500
St. Paul Lutheran Child Development	NAEYC Accreditation	18,000	-	-	-	18,000
<b>Total Early Childhood Professional Development</b>		<b>\$ 374,924</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 374,924</b>
<b>School Readiness/Parent Enrichment</b>						
Alamo Public Telecommunications (KLRN)	Early On School Readiness	358,622 <sup>1</sup>	-	-	-	358,622
Avance-San Antonio	Parent Child Education Program	379,770	-	-	-	379,770
Avance-San Antonio	Early On School Readiness	173,200	-	-	-	173,200
Emergency Child Care	Our City Cares	121,598	-	-	-	121,598
Family Service Association	Parent Education - Early On/FAST	310,532	-	-	-	310,532
Northside Independent School District	Early On School Readiness	99,000	-	-	-	99,000
Avance-San Antonio	School Based	105,000	-	-	-	105,000
Mexican American Unity Council	Strengthening Families Through Education	110,000	-	-	-	110,000
Respite Care of San Antonio	Developmental Daycare Center	127,602	-	-	-	127,602
San Antonio Public Library Foundation	Early On/Little Read Wagon	58,185	-	-	-	58,185
Selon Home	Pathways to Success/Infant Care for Teens	24,068	-	-	-	24,068
YMCA of San Antonio	Y Preschool	153,000	-	-	-	153,000
YWCA of San Antonio	Early On	122,707	-	-	-	122,707
YWCA of San Antonio	Parents & Children Together (PACT)	48,235	-	-	-	48,235
<b>Total School Readiness/Parent Enrichment</b>		<b>\$ 2,191,519</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,191,519</b>
<b>Financial Security/VITA</b>						
Catholic Charities	Volunteer Income Tax Assistance (VITA)	186,051	-	-	-	186,051
Guadalupe Community Center	Volunteer Income Tax Assistance (VITA)	18,000	-	-	-	18,000
Presa Community Center	Volunteer Income Tax Assistance (VITA)	28,000	-	-	-	28,000
YWCA of San Antonio	Volunteer Income Tax Assistance (VITA)	58,000	-	-	-	58,000
<b>Total Financial Security/VITA</b>		<b>\$ 290,051</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 290,051</b>
<b>YOUTH DEVELOPMENT</b>						
<b>After School &amp; Summer Care</b>						
Boys & Girls Clubs of SA	After School Challenge Program - HISD	314,350 <sup>2</sup>	-	-	-	314,350
East Central ISD	After School Challenge Program	199,699	-	-	-	199,699
Edgewood ISD	After School Challenge Program	161,861	-	-	-	161,861
Harlandale ISD	After School Challenge Program	24,500	-	-	-	24,500
North East ISD	After School Challenge Program	237,810	-	-	-	237,810
Northside ISD	After School Challenge Program	235,380	-	-	-	235,380
San Antonio ISD	After School Challenge Program	1,330,377	-	-	-	1,330,377
South San Antonio ISD	After School Challenge Program	257,189	-	-	-	257,189
Southwest ISD	After School Challenge Program	51,710	-	-	-	51,710
Boys & Girls Clubs of SA	Youth Development & Summer Care	-	540,000	-	-	540,000
Ella Austin Community Center	Youth Program	50,000	-	-	-	50,000
Family Service Association	Summer Care	82,800	-	-	-	82,800
San Antonio Family Endeavors	School Readiness/Family Endeavors Childcare	-	125,621	-	-	125,621
YMCA of San Antonio	Y Strong Kids	404,176	-	-	-	404,176
<b>Total After School &amp; Summer Care</b>		<b>\$ 3,349,852</b>	<b>\$ 665,621</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,015,473</b>
<b>At-Risk Behavior Prevention</b>						
Big Brothers Big Sisters of South Texas	Youth Mentoring Program	50,000	-	-	-	50,000
Boys Town Texas, Inc.	Common Sense Parenting & Child Enrichment	20,000	-	-	-	20,000
Communities in Schools	Stay-In-School	-	150,000	-	-	150,000
Family Service Association	Youth Against Gang Activities	114,906	-	-	-	114,906
Girl Scouts of Southwest Texas	Girl Scouts	50,000	-	-	-	50,000
Good Samaritan Community Services	Youth Development Services	86,428	-	-	-	86,428
Healy Murphy	Youth Training Program	335,000	-	-	-	335,000
Hispanas Unidas	Escuelitas Program	67,090	-	-	-	67,090
JOVEN, Inc.	Creando la Vision (Creating the Vision)	72,130	-	-	-	72,130
Madonna Neighborhood Center	Youth Development Program	15,000	-	-	-	15,000
Presa Community Center	SKILLS	50,110	-	-	-	50,110
San Antonio Fighting Back	Strengthening Youth to Succeed	49,379	-	-	-	49,379
San Antonio Food Bank	Kid Café	50,000	-	-	-	50,000
University of Texas at San Antonio (UTSA)	PREP	38,892	-	-	-	38,892
YWCA of San Antonio	Teen Volunteer Program	41,116	-	-	-	41,116
YWCA of San Antonio	Positive Youth Development	23,750	-	-	-	23,750
YWCA of San Antonio	Mi Carrera	40,000	-	-	-	40,000
<b>Total At-Risk Behavior Prevention</b>		<b>\$ 1,103,801</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,253,801</b>

<sup>1</sup>In FY 2012, the City is anticipated to receive over \$47.9 million in funding for the Child Care Services Program. These grant resources are predicated on the City providing a cash match of \$1.2 million. This amount is allocated across the highlighted agencies to fulfill CCS program requirements.

<sup>2</sup>The FY 2012 Proposed Budget includes a total of \$2,812,876 in General Fund resources for the After School Challenge Program.

**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
CONSOLIDATED FUNDING REPORT  
PROPOSED FY 2012 ALLOCATIONS**

Agency Name	Program Name	Consolidated Funding Process General Fund	Community Development Block Grant (CDBG)	Emergency Shelter Grant (ESG)	Housing Opp. for Persons with AIDS (HOPWA)	Proposed FY 2012
<b>YOUTH DEVELOPMENT continued</b>						
<b>College Opportunity &amp; Access</b>						
Boys & Girls Clubs of SA	College Access	30,250				30,250
George Gervin	College Access	72,395				72,395
Good Samaritan Community Services	College Access	144,694				144,694
<b>Total College Opportunity &amp; Access</b>		<b>\$ 247,339</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 247,339</b>
<b>COMMUNITY SAFETY NET</b>						
<b>Senior Services</b>						
Anlioch Community Transformation Center	Senior Services	30,000				30,000
Barshop Jewish Community Center	Sports for Life	50,000				50,000
Catholic Charities	Foster Grandparent Program	40,000				40,000
Catholic Charities	Retired & Senior Volunteer Program (RSVP)	77,000				77,000
Christian Senior Services	Senior Companion Program	57,000				57,000
Centro Med	Activity Center for the Frail and Elderly	129,000				129,000
Family Service Association	Senior Enrichment Services	77,000				77,000
San Antonio Food Bank	Project Hope	7,772	397,232			405,004
San Antonio OASIS	OASIS	70,000				70,000
Urban 15 Group	Cultivation	35,131				35,131
YMCA of San Antonio	Active Older Adults	308,000				308,000
YWCA of San Antonio	Senior Connection	87,000				87,000
<b>Total Senior Services</b>		<b>\$ 967,903</b>	<b>\$ 397,232</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,365,135</b>
<b>Basic Needs &amp; Homeless Prevention</b>						
Alamo Area Rape Crisis Center	Sexual Assault Crisis Services	77,217				77,217
Any Baby Can	Prescription Assistance Program	60,582				60,582
Any Baby Can	Case Management	73,428				73,428
Hispanic Religious Partnership	Hunger Relief	64,959				64,959
San Antonio Community Radio, Inc	KROV Radio	22,300				22,300
Project Mend	Durable Medical Equipment Program		90,000			90,000
Respite Care of San Antonio	Davidson Respite House		78,000			78,000
San Antonio Independent Living Services (SAILS)	Gateway to Abilities Program		100,000			100,000
San Antonio Aids Foundation	Dining for People with HIV/AIDS	50,268			50,000	100,268
San Antonio Family Endeavors	Fairweather Lodge		30,000			30,000
San Antonio Food Bank	Food Stamp Outreach	150,000				150,000
Supportive Lending for Emotional Well Being	Services for Disabled Women with Cancer	100,000				100,000
St. Peter - St. Joseph's Children's Home	Project Ayuda	67,900				67,900
YWCA of San Antonio	SEED	30,000				30,000
<b>Total Basic Needs &amp; Homeless Prevention</b>		<b>\$ 696,654</b>	<b>\$ 298,000</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ 1,044,654</b>
<b>Homeless Transformation</b>						
Center for Healthcare Services	Prospects Courtyard	1,000,000 <sup>3</sup>		41,720		1,041,720
Center for Healthcare Services	Restoration Center	1,000,000				1,000,000
Family Violence Prevention Services	Community Based Counseling - Haven for Hope	140,000				140,000
Haven for Hope of Bexar County	Operations	1,000,000		135,000		1,135,000
Haven for Hope of Bexar County	Prospects Courtyard Security	800,000				800,000
San Antonio Metropolitan Ministries, Inc. (SAMM)	Residential Services - Haven for Hope	586,437		150,000		736,437
San Antonio Food Bank	Food Bank Kitchen - Haven for Hope	966,635		90,000		1,056,635
Alamo Area Resource Center	Transportation Program				161,599	161,599
Alamo Area Resource Center	Greater SA Housing Works				128,795	128,795
Alamo Labor Properties	Power of Potential - Homeless Population	159,956				159,956
BEAT AIDS	Newly Empowered Women's Shelter	50,000				50,000
Family Violence Prevention Services	Battered Women's Shelter	151,328				151,328
San Antonio Aids Foundation	Transitional Housing				102,119	102,119
San Antonio Aids Foundation	Long Term Tenant-Based Rental Assistance				378,245	378,245
San Antonio Aids Foundation	HOPWA Operations				312,785	312,785
Seton Home	Safe Shelter		30,000			30,000
<b>Total Homeless Transformation</b>		<b>\$ 5,854,356</b>	<b>\$ 30,000</b>	<b>\$ 416,720</b>	<b>\$ 1,083,543</b>	<b>\$ 7,384,619</b>
<b>WORKFORCE DEVELOPMENT</b>						
<b>Workforce Development</b>						
ACCD/SAC Women's Center	Seguir Adelante	203,509				203,509
Dress for Success	Workforce Development/Job Training	80,000				80,000
Goodwill Industries of San Antonio	Learn While You Earn	114,493				114,493
Project QUEST, Inc.	Project QUEST	2,000,000				2,000,000
San Antonio Youth Centers Inc	Alamo City YouthBuild	29,509				29,509
<b>Total Workforce Development</b>		<b>\$ 2,427,511</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,427,511</b>
<b>OTHER CONTRACTS</b>						
<b>Other Contracts</b>						
COSA-Housing & Neighborhood Services	Code Compliance		157,861			157,861
COSA-Parks & Recreation Dept	Summer Youth Program		72,640			72,640
COSA-Parks & Recreation Dept	Summer Outdoor Pool		76,557			76,557
COSA-Parks & Recreation Dept	Community Center Summer Extended Hours		199,782			199,782
<b>Total Other Contracts</b>		<b>\$ -</b>	<b>\$ 506,840</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 506,840</b>
<b>TOTAL BUDGET AMOUNT</b>		<b>\$ 17,667,099</b>	<b>\$ 2,047,693</b>	<b>\$ 416,720</b>	<b>\$ 1,133,543</b>	<b>\$ 21,265,055</b>

<sup>3</sup>The FY 2012 Proposed Budget includes \$5.5 million in General Fund support for Haven for Hope of Bexar County and Haven for Hope Service Providers.



# Departmental Summaries

**MISSION STATEMENT**

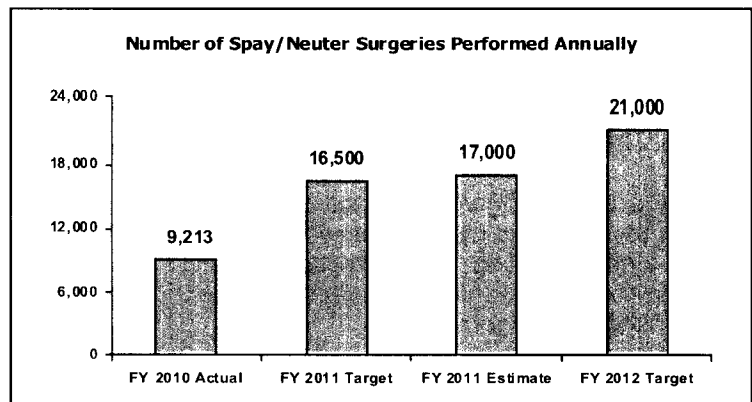
*Animal Care Services' mission is to encourage responsible pet ownership by promoting and protecting the health, safety and welfare of the residents and animals of Bexar County through education, enforcement and community partnership.*

**PERFORMANCE MEASURE RESULTS**

Shelter intake	N/A	N/A	28,268	29,700
Live release adoptions	2,898	3,200	4,095	4,300
Live release rescues	2,875	3,000	2,735	3,800
Live releases returned to owners	1,520	1,900	1,707	2,100
Spay/neuter surgeries performed	9,213	16,500	17,000	21,000
Licenses issued	N/A	N/A	N/A	25,000

**Perform 21,000 spay/neuter surgeries annually**

This measure reflects the number of spay/neuter surgeries that are performed at the animal care facility (in-house), the mobile unit, and by contracted vendors.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$4,843,721	\$5,592,005	\$5,453,139	\$5,937,012
CONTRACTUAL SERVICES	794,343	1,081,379	1,009,782	1,555,650
COMMODITIES	910,034	499,484	682,221	701,284
SELF INSURANCE/OTHER	1,511,261	1,445,190	1,471,561	1,240,329
CAPITAL OUTLAY	57,898	0	1,355	12,000
<b>TOTAL EXPENDITURES</b>	<b>\$8,117,257</b>	<b>\$8,618,058</b>	<b>\$8,618,058</b>	<b>\$9,446,275</b>
<b>AUTHORIZED POSITIONS</b>	<b>122</b>	<b>121</b>	<b>121</b>	<b>129</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>121.50</b>	<b>120.00</b>	<b>120.00</b>	<b>128.00</b>

**AVIATION**

**AIRPORT OPERATIONS & MAINTENANCE FUND**

**MISSION STATEMENT**

*To provide safe, secure, customer-friendly, competitive transportation services and facilities that promote the economic development of San Antonio.*

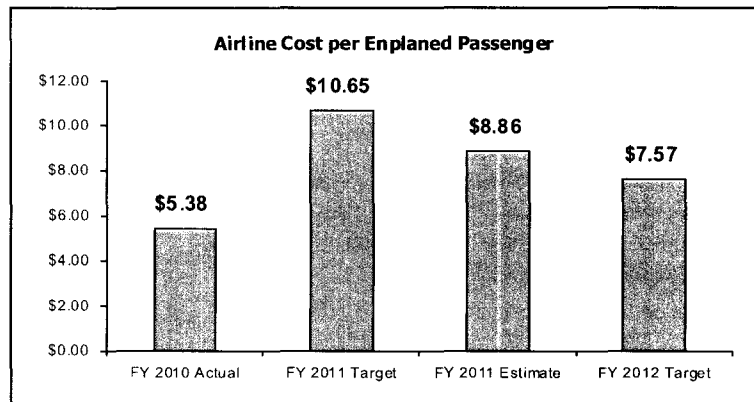
**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Operating Cost per Enplaned Passenger	\$10.52	\$12.53	\$11.67	\$11.98
Airline Cost per Enplaned Passenger	\$5.38	\$10.65	\$8.86	\$7.57
Parking & Concession Revenue per Enplaned Passenger	\$8.21	\$8.48	\$8.68	\$8.64
Annual General Aviation Revenue Bond Debt (GARB) per Enplaned Passenger	\$6.03	\$6.34	\$5.94	N/A

Performance Measure	FY 2012 Target
Debt Service Coverage	1.40x

**Airline Cost Per Enplaned Passenger**

Measures the average cost per passenger by totaling the fees paid by the airlines to operate at the airport (landing fees, terminal rentals, and apron rentals) divided by the total number of enplaned passengers.



**AIRPORT OPERATIONS & MAINTENANCE FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$26,305,097	\$27,910,205	\$27,442,125	\$28,311,425
CONTRACTUAL SERVICES	5,311,964	10,783,951	9,121,512	8,942,333
COMMODITIES	1,643,052	1,791,070	1,864,340	3,528,093
SELF INSURANCE/OTHER	6,556,113	7,999,573	7,058,227	6,602,492
CAPITAL OUTLAY	951,868	489,598	982,193	1,831,808
TRANSFERS	22,493,951	37,695,953	35,991,200	37,605,797
<b>TOTAL EXPENDITURES</b>	<b>\$63,262,045</b>	<b>\$86,670,350</b>	<b>\$82,459,597</b>	<b>\$86,821,948</b>
<b>AUTHORIZED POSITIONS</b>	<b>506</b>	<b>491</b>	<b>491</b>	<b>489</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>512.80</b>	<b>497.80</b>	<b>497.80</b>	<b>495.80</b>



**BUILDING & EQUIPMENT SERVICES  
PURCHASING & GENERAL SERVICES FUND**

**MISSION STATEMENT**

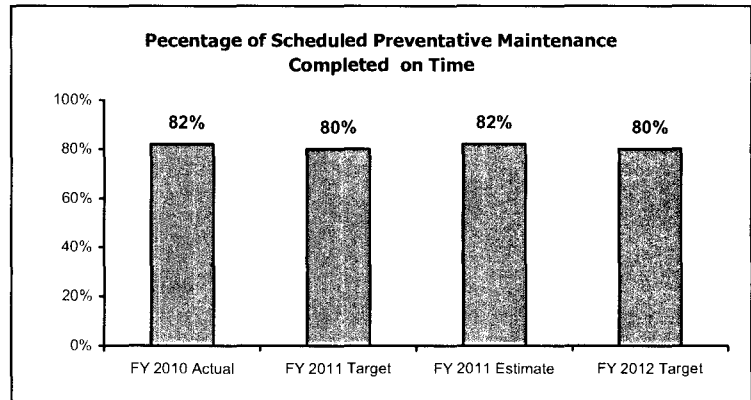
*Building & Equipment Services will ensure the City's fleet and facilities are acquired, inventoried, maintained, and disposed of responsibly and operated efficiently for the benefit of employees and the citizens of San Antonio.*

**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Percentage of scheduled preventative building maintenance completed on time	82%	80%	82%	80%
Achieve an average facility maintenance cost per square foot of \$8.06	\$7.32	\$8.06	\$8.03	\$8.06
Perform at 95% technician efficiency for all Preventive Maintenance - Schedule A work orders for Police Cruisers	99%	95%	99%	95%

**Percentage of scheduled preventative maintenances completed on time**

This measure represents the rate of completion for preventative maintenance that had been scheduled.



**FLEET MAINTENANCE & OPERATIONS EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$8,044,064	\$8,961,802	\$8,611,828	\$9,058,793
CONTRACTUAL SERVICES	552,583	417,318	632,801	427,285
COMMODITIES	211,979	173,246	176,312	174,246
SELF INSURANCE/OTHER	1,540,196	1,924,242	1,791,346	1,904,049
CAPITAL OUTLAY	420,353	563,349	549,936	0
COMMODITIES FOR RESALE	23,906,255	24,361,909	28,993,069	25,974,838
<b>TOTAL EXPENDITURES</b>	<b>\$34,985,430</b>	<b>\$36,401,866</b>	<b>\$40,755,292</b>	<b>\$37,539,211</b>
<b>AUTHORIZED POSITIONS</b>	<b>168</b>	<b>171</b>	<b>171</b>	<b>174</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>168.00</b>	<b>171.00</b>	<b>171.00</b>	<b>174.00</b>

**BUILDING & EQUIPMENT SERVICES****FACILITY SERVICES FUND****FACILITY SERVICES FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$4,774,705	\$5,298,477	\$5,050,110	\$5,133,684
CONTRACTUAL SERVICES	3,008,630	3,709,345	3,812,920	4,241,275
COMMODITIES	821,881	810,852	813,852	761,235
SELF INSURANCE/OTHER	3,534,545	4,057,102	3,956,857	3,824,069
CAPITAL OUTLAY	30,621	0	69	0
TRANSFERS	447,954	1,513,574	1,508,130	171,566
<b>TOTAL EXPENDITURES</b>	<b>\$12,618,336</b>	<b>\$15,389,350</b>	<b>\$15,141,938</b>	<b>\$14,131,829</b>
<b>AUTHORIZED POSITIONS</b>	<b>113</b>	<b>112</b>	<b>112</b>	<b>105</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>113.00</b>	<b>112.00</b>	<b>112.00</b>	<b>105.00</b>

**CAPITAL IMPROVEMENTS MANAGEMENT  
SERVICES DEPARTMENT  
CAPITAL IMPROVEMENTS MANAGEMENT SERVICES FUND**

**MISSION STATEMENT**

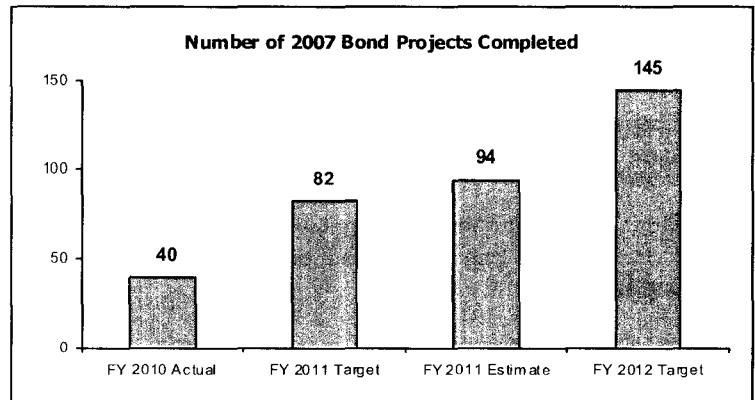
*Together, Dedicated to Our Community...Building a Great San Antonio*

**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Number of overall 2007 Bond Projects completed	40	82	94	145
Percent of Construction Notices to Proceed issued within 90 days of proposal/bid response due date	N/A	80%	80%	80%
Percentage of Edwards Aquifer conservation easements with no identified easement violations	N/A	85%	85%	90%

**Number of overall 2007 Bond Projects completed**

This measure represents the number of 2007 Bond projects that will be completed in FY 2011 and FY 2012.



**CAPITAL IMPROVEMENTS MANAGEMENT SERVICES EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$13,266,020	\$14,860,246	\$14,628,981	\$15,194,587
CONTRACTUAL SERVICES	454,341	592,920	507,154	679,552
COMMODITIES	116,247	198,523	190,535	216,790
SELF INSURANCE/OTHER	1,559,587	1,480,961	1,505,916	1,620,667
CAPITAL OUTLAY	60,065	81,000	88,550	50,833
TRANSFERS	88,362	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$15,544,622</b>	<b>\$17,213,650</b>	<b>\$16,921,136</b>	<b>\$17,762,429</b>
<b>AUTHORIZED POSITIONS</b>	<b>200</b>	<b>211</b>	<b>211</b>	<b>212</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>200.00</b>	<b>211.00</b>	<b>211.00</b>	<b>212.00</b>

**CENTER CITY DEVELOPMENT OFFICE****GENERAL FUND****MISSION STATEMENT**

*The mission of the Center City Development Office is to facilitate and initiate development and redevelopment of neighborhoods, businesses, and cultural resources in the Inner City Reinvestment/Infill Policy Area (ICR/IP) to foster thriving neighborhoods, including downtown, for the benefit of residents, visitors, and businesses.*

**GENERAL FUND CENTER CITY DEVELOPMENT OPERATING EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	N/A	\$325,888	\$271,483	\$697,201
CONTRACTUAL SERVICES	N/A	710,687	629,654	460,532
COMMODITIES	N/A	7,401	1,872	17,996
SELF INSURANCE/OTHER	N/A	23,516	20,133	99,713
CAPITAL OUTLAY	N/A	93,339	93,339	0
<b>TOTAL EXPENDITURES</b>	<b>N/A</b>	<b>\$1,160,831</b>	<b>\$1,016,481</b>	<b>\$1,275,442</b>
<b>AUTHORIZED POSITIONS</b>	<b>N/A</b>	<b>7</b>	<b>7</b>	<b>9</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>N/A</b>	<b>7.00</b>	<b>7.00</b>	<b>9.00</b>

\*In previous years, funding for one position was part of the Capital Improvements Management Services Fund Budget. In FY 2012, this position will be reorganized to the Center City Development Office General Fund Operating Budget.

**GENERAL FUND HPARC LOCAL GOVERNMENT CORPORATION EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
CONTRACTUAL SERVICES	N/A	\$400,000	\$400,000	\$500,000
<b>TOTAL EXPENDITURES</b>	<b>N/A</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$500,000</b>

**GENERAL FUND LAND BANKING EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	N/A	\$75,000	\$75,000	\$90,000
CONTRACTUAL SERVICES	N/A	1,500,000	1,500,000	0
<b>TOTAL EXPENDITURES</b>	<b>N/A</b>	<b>\$1,575,000</b>	<b>\$1,575,000</b>	<b>\$90,000</b>

**CENTER CITY DEVELOPMENT OFFICE****GENERAL FUND****GENERAL FUND BROWNFIELDS PROGRAM EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	N/A	N/A	N/A	\$47,161
CONTRACTUAL SERVICES	N/A	N/A	N/A	14,063
COMMODITIES	N/A	N/A	N/A	3,375
SELF INSURANCE/OTHER	N/A	N/A	N/A	4,210
CAPITAL OUTLAY	N/A	N/A	N/A	3,500
<b>TOTAL EXPENDITURES</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$72,309</b>
<b>AUTHORIZED POSITIONS</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>1</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>1.00</b>

**GENERAL FUND INNER CITY INCENTIVES EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
CONTRACTUAL SERVICES	N/A	\$2,000,000	\$2,000,000	\$3,000,000
<b>TOTAL EXPENDITURES</b>	<b>N/A</b>	<b>\$2,000,000</b>	<b>\$2,000,000</b>	<b>\$3,000,000</b>

**MISSION STATEMENT**

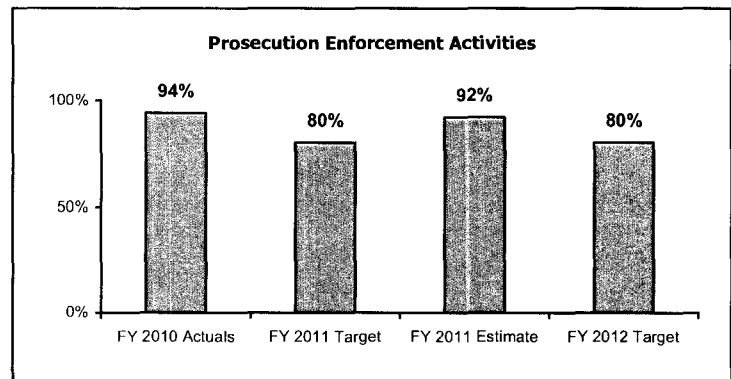
*The mission and duty of the City Attorney's Office is to render to the City of San Antonio the highest quality legal service with fidelity to professional standards and conduct.*

**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Customer satisfaction percentage regarding overall services	95%	92%	92%	92%
Percent action taken on priority nuisance abatement target cases	94%	80%	92%	80%
Customer satisfaction rating for customized Continuing Legal Education	100%	80%	90%	80%
Customer satisfaction rating for training for City staff (outside committees, boards, and organizations)	96%	80%	95%	80%

**Take Action on 80% of priority nuisance abatement target cases as identified by the Dangerous Assessment Response Team**

Abate priority nuisance properties which have a two-year history of code and/or criminal activity and pose a danger to the public health and safety. Coordinated effort of City Attorney Office, Police, and various City departments.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$6,326,527	\$6,434,142	\$6,435,201	\$6,392,375
CONTRACTUAL SERVICES	62,660	135,659	96,025	221,730
COMMODITIES	112,566	106,981	106,469	106,981
SELF INSURANCE/OTHER	466,410	444,603	444,705	405,908
CAPITAL OUTLAY	0	0	5,916	0
<b>TOTAL EXPENDITURES</b>	<b>\$6,968,163</b>	<b>\$7,121,385</b>	<b>\$7,088,316</b>	<b>\$7,126,994</b>
<b>AUTHORIZED POSITIONS</b>	<b>82</b>	<b>80</b>	<b>80</b>	<b>79</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>82.00</b>	<b>80.00</b>	<b>80.00</b>	<b>79.00</b>

**MISSION STATEMENT**

*The Office of the City Auditor will facilitate government accountability to the Citizens of San Antonio through non-partisan, fact-based, independent, objective assessments of City programs, activities, and functions.*

**PERFORMANCE MEASURE RESULTS**

Audit reports issued	11	13	20	20
Percent of staff with professional certifications	85%	50%	80%	70%
Percent of audit recommendations accepted	100%	95%	90%	95%
Percent Auditor direct time to available time	72%	78%	78%	78%

**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$2,259,891	\$2,444,312	\$2,326,158	\$2,357,294
CONTRACTUAL SERVICES	243,193	271,625	267,283	317,503
COMMODITIES	19,329	27,935	27,934	75,075
SELF INSURANCE/OTHER	94,254	90,604	90,604	77,613
CAPITAL OUTLAY	117	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$2,616,784</b>	<b>\$2,834,476</b>	<b>\$2,711,979</b>	<b>\$2,827,485</b>
<b>AUTHORIZED POSITIONS</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>22</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>25.00</b>	<b>25.00</b>	<b>25.00</b>	<b>22.00</b>

**MISSION STATEMENT**

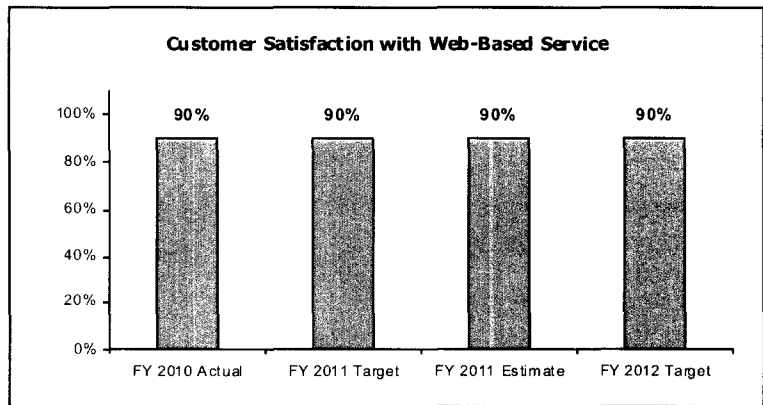
*The Office of the City Clerk is firmly committed to excellence in public service by providing elected officials, the public and City Departments accessible records and archives.*

**PERFORMANCE MEASURE RESULTS**

	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Customer satisfaction with Council Support Services	90%	90%	90%	90%
Customer satisfaction with professional growth and outreach	90%	90%	90%	90%
Customer satisfaction with web-based convenience for customer service accessibility	90%	90%	90%	90%
Revenue generated from passport acceptance facility	\$68,986	\$104,500	\$144,375	\$150,000

**Customer satisfaction with web-based convenience for customer service accessibility**

This measure represents customer satisfaction for the accessibility of public records available through the Office of the City Clerk website.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$1,389,866	\$1,449,607	\$1,442,933	\$1,426,476
CONTRACTUAL SERVICES	89,833	112,758	114,817	119,164
COMMODITIES	12,052	16,547	16,569	39,157
SELF INSURANCE/OTHER	552,489	532,008	532,007	459,661
CAPITAL OUTLAY	11,151	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$2,055,391</b>	<b>\$2,110,920</b>	<b>\$2,106,326</b>	<b>\$2,044,458</b>
<b>AUTHORIZED POSITIONS</b>	<b>23</b>	<b>21</b>	<b>21</b>	<b>21</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>23.00</b>	<b>21.00</b>	<b>21.00</b>	<b>21.00</b>



**MISSION STATEMENT**

*We deliver quality city services and commit to achieve San Antonio's vision of prosperity for our diverse, vibrant and historic community.*

**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$2,418,209	\$2,641,563	\$2,624,711	\$2,705,074
CONTRACTUAL SERVICES	80,095	65,401	76,860	53,511
COMMODITIES	25,421	33,618	33,879	33,618
SELF INSURANCE/OTHER	217,168	214,587	214,587	217,600
CAPITAL OUTLAY	336	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$2,741,229</b>	<b>\$2,955,169</b>	<b>\$2,950,037</b>	<b>\$3,009,803</b>
<b>AUTHORIZED POSITIONS</b>	<b>18</b>	<b>18</b>	<b>18</b>	<b>18</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>18.00</b>	<b>18.00</b>	<b>18.00</b>	<b>18.00</b>

# COMMUNICATIONS AND PUBLIC AFFAIRS

## GENERAL FUND

### MISSION STATEMENT

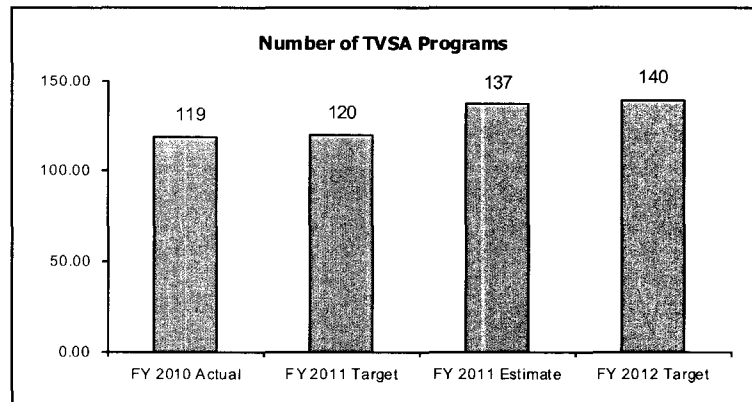
*The mission of the Communications and Public Affairs Department is to provide a clear understanding and awareness of City issues, policy decisions and services to City employees and the general public.*

### PERFORMANCE MEASURE RESULTS

	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Number of News Releases	525	529	529	531
Number of Media Inquiries	1,197	1,206	1,206	1,208
Number of TVSA programs	119	120	137	140

#### Number of TVSA Programs

This measure represents the number of TVSA programs that are completed each Fiscal Year.



### GENERAL FUND EXPENDITURES BY CLASSIFICATION

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$667,639	\$912,763	\$908,709	\$990,150
CONTRACTUAL SERVICES	153,464	164,229	162,392	133,191
COMMODITIES	5,283	14,404	15,446	8,734
SELF INSURANCE/OTHER	73,301	84,694	85,291	80,752
CAPITAL OUTLAY	3,721	0	205	2,700
<b>TOTAL EXPENDITURES</b>	<b>\$903,408</b>	<b>\$1,176,090</b>	<b>\$1,172,043</b>	<b>\$1,215,527</b>
<b>AUTHORIZED POSITIONS</b>	<b>12</b>	<b>16</b>	<b>16</b>	<b>17</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>9.75</b>	<b>13.99</b>	<b>13.99</b>	<b>14.99</b>

# CONVENTION & VISITORS BUREAU

## CONVENTION & VISITORS BUREAU FUND

### MISSION STATEMENT

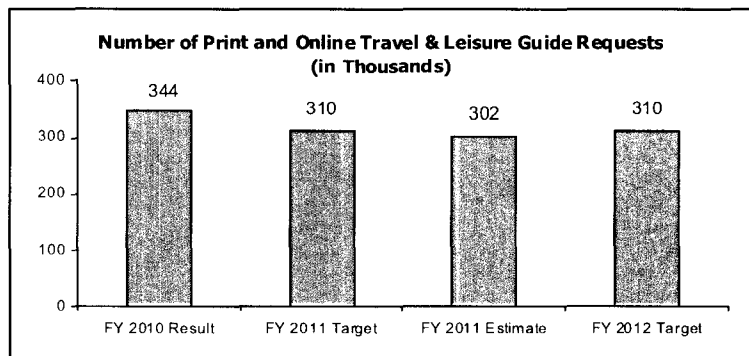
*To promote and market San Antonio as a premier leisure visitor and convention/meeting destination for the purpose of positively affecting the City's economy.*

### PERFORMANCE MEASURE RESULTS

Measure	FY 2010 Result	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Convention Room Nights Booked	838,490	842,450	842,450	847,000
Convention Delegates Booked	674,495	599,760	599,760	605,000
Travel & Leisure Guides requested annually	344,904	310,000	302,000	310,000
Media/Editorial Value for San Antonio (\$ in Millions)	\$19.4	\$12.0	\$12.0	\$12.0
Total Number of Website Visits	N/A	3,020,000	3,458,300	3,322,000

#### Print and online Travel & Leisure Guides requested annually

This measure represents the number of Print and Online Travel & Leisure Requests fielded annually by the CVB.



### CONVENTION & VISITORS BUREAU FUND EXPENDITURES BY CLASSIFICATION

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$6,982,381	\$7,127,204	\$6,899,327	\$7,241,364
CONTRACTUAL SERVICES	10,366,404	10,548,175	10,359,621	10,682,993
DESTINATION SAN ANTONIO	250,000	250,000	100,000	250,000
COMMODITIES	240,040	227,767	245,553	175,947
SELF INSURANCE/OTHER	598,986	527,702	549,414	474,281
CAPITAL OUTLAY	21,141	99,148	94,148	33,472
TRANSFERS	726,418	841,418	841,418	801,418
<b>TOTAL EXPENDITURES</b>	<b>\$19,185,370</b>	<b>\$19,621,414</b>	<b>\$19,089,481</b>	<b>\$19,659,475</b>
<b>AUTHORIZED POSITIONS</b>	<b>133</b>	<b>130</b>	<b>130</b>	<b>131</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>97.56</b>	<b>94.56</b>	<b>94.56</b>	<b>95.56</b>

**CONVENTION & VISITORS BUREAU**  
**CONVENTION & VISITORS BUREAU FUND**

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**OFFICIAL CITY STORE FUND EXPENDITURES BY CLASSIFICATION**

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	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$286,896	\$426,611	\$368,553	\$382,583
CONTRACTUAL SERVICES	18,185	28,600	36,000	33,682
COMMODITIES	160,337	104,500	113,865	104,500
SELF INSURANCE/OTHER	87,472	84,585	84,585	63,692
TRANSFERS	18,325	13,483	14,410	14,416
<b>TOTAL EXPENDITURES</b>	<b>\$571,215</b>	<b>\$657,779</b>	<b>\$617,413</b>	<b>\$598,873</b>
<b>AUTHORIZED POSITIONS</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>

# CONVENTION, SPORTS & ENTERTAINMENT FACILITIES COMMUNITY & VISITOR FACILITIES FUND

## MISSION STATEMENT

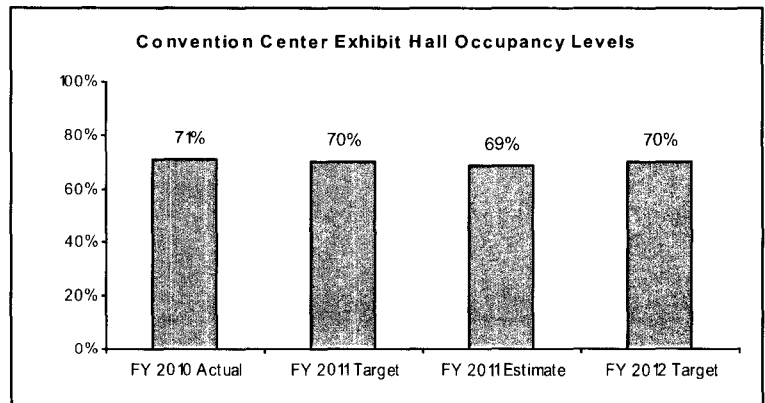
*The Mission of the San Antonio Convention, Sports and Entertainment Facilities Department is to deliver exceptional convention, meeting, and function experiences as a premier destination in the United States, to exceed the expectations of internal and external customers, to inspire our employees through recognition and open communication, to deliver high-quality service and value in well-maintained facilities, and to support an environment dedicated to the personal and professional growth of our employees.*

## PERFORMANCE MEASURE RESULTS

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Convention Center Exhibit Hall Occupancy Levels	71%	70%	69%	70%
Revenue per Net Square Foot of Exhibit Space	\$14.53	\$16.67	\$16.52	\$16.65
Revenue per attendee at the Alamodome	\$6.16	\$6.99	\$6.27	\$6.56
Total Event days at the Alamodome	148	145	142	158

### Convention Center Exhibit Hall Occupancy Levels

This measure gauges the total time that the exhibit halls at the Henry B. Gonzalez Convention Center are in use. 70% occupancy represents occupancy levels near the practical maximum for the facility when taking into account days used for move-in/move-out time and dark days for holidays, etc.



## COMMUNITY & VISITOR FACILITIES FUND EXPENDITURES BY CLASSIFICATION

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$14,809,567	\$16,339,496	\$15,981,764	\$15,873,031
CONTRACTUAL SERVICES	3,368,560	3,324,197	3,324,197	3,590,129
COMMODITIES	846,859	913,320	913,417	902,369
SELF INSURANCE/OTHER	10,671,655	10,990,577	10,859,347	10,646,321
CAPITAL OUTLAY	496	55,226	55,226	47,429
<b>TOTAL EXPENDITURES</b>	<b>\$29,697,137</b>	<b>\$31,622,816</b>	<b>\$31,133,951</b>	<b>\$31,059,279</b>
<b>AUTHORIZED POSITIONS</b>	<b>325</b>	<b>324</b>	<b>324</b>	<b>316</b>
<b>3FULL-TIME EQUIVALENTS</b>	<b>322.63</b>	<b>321.63</b>	<b>321.63</b>	<b>313.63</b>

# CULTURAL AFFAIRS

# CULTURAL AFFAIRS FUND

## MISSION STATEMENT

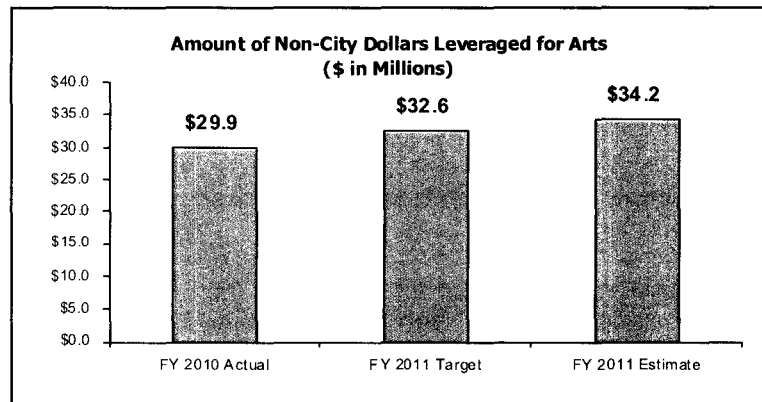
*To provide leadership, resources and support for arts and cultural organizations and individual artists, thereby enhancing the quality of life for San Antonio citizens and visitors.*

## PERFORMANCE MEASURE RESULTS

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Adherence to City Council adopted arts funding policy & guidelines	100%	100%	100%	100%
Number of Arts & Cultural Events Promoted	1,389	1,102	1,280	TBD
Amount of Non-City Dollars leveraged for Arts (\$ in Millions)	\$29.9	\$32.6	\$34.2	TBD

### Amount of Non-City Dollars leveraged for Arts (\$ in Millions)

Measures the amount of non-City funding leveraged with OCA funding for arts services in the community.



## CULTURAL AFFAIRS FUND EXPENDITURES BY CLASSIFICATION

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$818,079	\$892,389	\$886,618	\$922,398
CONTRACTUAL SERVICES	803,448	912,938	914,243	1,000,684
COMMODITIES	7,282	12,546	10,184	12,546
SELF INSURANCE/OTHER	50,469	70,237	70,219	95,782
CAPITAL OUTLAY	4,614	30,813	30,808	3,112
ART AGENCY CONTRIBUTIONS	5,778,739	5,104,090	5,104,090	5,255,447
TRANSFERS	176,140	193,527	179,760	109,456
<b>TOTAL EXPENDITURES</b>	<b>\$7,638,771</b>	<b>\$7,216,540</b>	<b>\$7,195,922</b>	<b>\$7,399,425</b>
<b>AUTHORIZED POSITIONS</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>12.00</b>	<b>12.00</b>	<b>12.00</b>	<b>12.00</b>

**FY 2012 ARTS & CULTURAL AGENCY FUNDING**  
**Funding by Agency Category**  
**FY 2012 Staff Proposed Arts & Cultural Agency Funding**

Agency Name	<b>PROPOSED FY 2012<sup>1</sup></b>
<b>CITY-OWNED FACILITY AGENCY (COFA) OPERATIONAL SUPPORT</b>	
Carver Community Cultural Center	162,600
Centro Cultural Aztlan, Inc.	91,500
Guadalupe Cultural Arts Center	332,600
Magik Children's Theatre, Inc. (The Magik Theatre)	178,795
San Antonio Little Theatre, Inc. (San Pedro Playhouse)	137,675
Symphony Society of San Antonio	540,060
San Antonio Museum Association (Witte Memorial Museum)	484,780
<b>Total COFA Agencies</b>	<b>1,928,010</b>
<b>NON-COFA AGENCY OPERATIONAL SUPPORT</b>	
Alamo City Men's Chorale	19,129
American Indians in Texas- Spanish Colonial Missions	37,750
Artpace, Inc.	245,000
Arts San Antonio	182,250
Atticrep	12,750
Ballet San Antonio	65,000
Benissimo Music Productions	12,000
Bihl Haus	30,000
Cactus Pear Music Festival	53,000
Childrens Chorus of San Antonio	90,666
Children's Fine Arts Series	21,540
Classic Theatre	22,750
Conjunto Heritage Taller, Inc.	18,742
Contemporary Art for San Antonio (Blue Star)	170,750
Dreams Fulfilled Through Music	12,500
Esperanza Peace and Justice Center	200,750
Gemini Series , Inc.- Gemini Ink	95,000
International Accordion Festival	30,500
Jump Start Performance Company	201,750
Musical Bridges Around the World, Inc.	47,500
Network for Young Artists	38,860
Opera Guild of San Antonio	16,000
San Antonio Brass	12,500
San Antonio Chamber Choir	10,250
San Antonio Children's Museum	70,000
San Antonio Choral Society	11,000
San Antonio Cultural Arts	85,500
San Antonio Dance Theatre (Metropolitan Ballet)	36,000
San Antonio Dance Umbrella	12,500
San Antonio International Piano	11,500
San Antonio Museum of Art	330,500
San Antonio Opera	182,500
Say Si	175,000
Soli Chamber Ensemble	12,750
Southwest School of Art & Craft	287,500
Urban-15 Group	107,000
Youth Orchestras of San Antonio	158,750
<b>Total Non-COFA Agencies</b>	<b>3,127,437</b>

<sup>1</sup>Staff Recommendations to be presented to the Cultural Arts Board on August 20, 2011. Final funding amounts will be adopted as part of the FY 2012 Budget on September 15, 2011

**FY 2012 ARTS & CULTURAL AGENCY FUNDING**  
**Funding by Agency Category**  
**FY 2012 Staff Proposed Arts & Cultural Agency Funding**

<b>Agency Name</b>	<b>PROPOSED FY 2012<sup>1</sup></b>
<b>PROJECT SUPPORT</b>	
Avenida Guadalupe Association	5,000
Brackenridge Conservancy	4,000
Building A Better World	5,000
Chamber Orchestra San Antonio	4,000
Heritage Festivals of San Antonio	3,000
San Antonio Botanical Center Society, Inc.	4,000
SA Film	5,000
Technical Assistance Program	20,000
<b>Total Project Support</b>	<b>50,000</b>
<b>Remaining Estimated Funding</b>	<b>150,000</b>
<b>Total Arts &amp; Cultural Agencies</b>	<b>5,255,447</b>

<sup>1</sup>Staff Recommendations to be presented to the Cultural Arts Board on August 20, 2011. Final funding amounts will be adopted as part of the FY 2012 Budget on September 15, 2011



**MISSION STATEMENT**

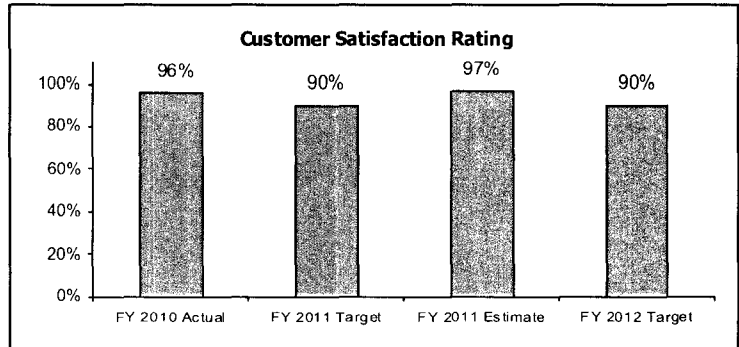
*The mission of the Office of Customer Service/311 System is to enhance the delivery of customer service through the City's Customer First initiative and provide convenient access to services through the 311 Customer Service Call Center and the Community Link Service Centers.*

**PERFORMANCE MEASURE RESULTS**

Efficiency and Customer Satisfaction rating through the correct processing of service transactions at Community Link Service Centers	96%	90%	94%	90%
Meet 100% of 311 Division's obligation for successful delivery of 311 system replacement software	100%	100%	100%	100%
Efficiency and Customer Satisfaction rating for 311 Department's delivery of Customer First services	100%	90%	90%	90%
Efficiency and Customer Satisfaction rating through the correct intake of requests for City services and information at the 311 Call Center	96%	90%	97%	90%

**Efficiency and Customer Satisfaction rating through the correct intake of requests for City services and information at the 311 Call Center**

This measurement represents the percent of returned surveys indicating a positive customer experience by 311 Call Center customers.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$2,899,285	\$3,032,646	\$2,957,555	\$3,225,045
CONTRACTUAL SERVICES	418,268	363,003	383,850	365,633
COMMODITIES	30,579	38,140	52,409	38,140
SELF INSURANCE/OTHER	289,466	267,322	267,541	255,906
CAPITAL OUTLAY	7,988	0	1,776	0
<b>TOTAL EXPENDITURES</b>	<b>\$3,645,586</b>	<b>\$3,701,111</b>	<b>\$3,663,131</b>	<b>\$3,884,724</b>
<b>AUTHORIZED POSITIONS</b>	<b>67</b>	<b>63</b>	<b>63</b>	<b>64</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>64.00</b>	<b>62.00</b>	<b>62.00</b>	<b>62.50</b>

**CONTRIBUTION TO DELEGATE AGENCIES**

The Proposed FY 2012 Budget continues the City's strong commitment to strengthening long term economic viability in San Antonio through investment in human and workforce development. The consolidated funding process aims to direct investments toward the purchase of services and outcomes, to shift focus away from the funding of agencies and the potential duplication of services, and to ensure integration with the City's direct services. The City's delegate agency funding priorities support strategies that facilitate children, families, and seniors achieving economic self-sufficiency, healthy lifestyles, and full community participation. Specifically, the Proposed FY 2012 Budget concentrates funding on strategies that promoting long-term workforce development, early childhood education and family strengthening, school completion, job training and adult literacy. In addition, the City will continue to support the community safety net through investment in senior services, basic needs, emergency assistance, family counseling, day care services and services for the homeless. The Department of Human Services, the Economic Development Department, and the Grants Monitoring & Administration Department each administer a portion of the delegate agency budget.



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<i>Program Description</i>			
<b>ACCD/SAC Women's Center</b> <i>Seguir Adelante</i>	\$203,509	\$132,281	\$203,509
Provides services to low-income San Antonio residents, predominantly Hispanic females, who are unemployed or underemployed. Services include recruitment, assessment, counseling, basic skills training, job placements, and support services such as referrals, transportation, job readiness, and financial literacy training.			
<b>Alamo Area Rape Crisis Center</b> <i>Sexual Assault Crisis Services</i>	\$77,217	\$77,217	\$77,217
Supports advocacy services for survivors of sexual assault; provides emergency counseling to victims and their family members at the hospital; offers supportive assistance with police and medical procedures and ongoing support to the victim. Additionally, the program operates a 24-hour crisis line for victims of sexual assault and sexual abuse.			
<b>Alamo Area Resource Center</b> <i>Greater SA Housing Works</i>	\$126,676	\$126,676	\$128,795
Provides a housing resource database, housing locator service, and intensive housing case management to assist individuals and families with HIV/AIDS in locating and maintaining safe, affordable, and appropriate housing.			
<b>Alamo Area Resource Center</b> <i>Transportation Program</i>	\$157,361	\$157,361	\$161,599
Ensures accessibility to supportive services for HIV/AIDS infected individuals and family members in the eligible metropolitan statistical area.			
<b>Alamo Labor Properties</b> <i>Power of Potential - Homeless Population</i>	\$159,956	\$159,956	\$159,956
Provides education and training opportunities for homeless individuals. Services include training in life skills, communication, resume writing and job seeking. Services are offered on an ongoing basis through the education and training department at the Transformation Center.			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b> <i>Program Name</i> Program Description	<b>FY 2011 Adopted</b>	<b>FY 2011 Estimate</b>	<b>FY 2012 Proposed</b>
<b>Alamo Public Telecommunications (KLRN)</b> <i>Early On School Readiness</i>  Supports collaborations with health and human service agencies to promote access to family support services, including basic healthcare. Agencies also collaborate through the Community Family Resource and Learning Centers for childcare, adult education, utilities assistance, and food stamps.	\$358,622	\$358,622	\$358,622
<b>Alamo Public Telecommunications (KLRN)</b> <i>Very Early Childhood Center</i>  Provides enrichment workshops, play and learn groups, and opportunities where parents can build healthy, supportive connections with each other. Children will engage in healthy socialization opportunities to develop relationships with playmates, caregivers, and teachers.	\$81,594	\$81,594	\$81,594
<b>Antioch Community Transformation Center</b> <i>Senior Services</i>  Provides exercise, social and educational activities, computer classes, and nutritional support to seniors age 60 and over.	\$30,000	\$30,000	\$30,000
<b>Any Baby Can</b> <i>Case Management</i>  Provides short-term crisis intervention services and direct assistance to families with infants or children ages birth to 12 years who are medically fragile, chronically ill, developmentally delayed, or disabled. The program provides case management to ensure client's needs are met directly or by referrals to appropriate agencies.	\$73,428	\$73,428	\$73,428
<b>Any Baby Can</b> <i>Prescription Assistance Program</i>  Promotes healthier families and serves as a safety net for individuals, families, and children who do not have insurance coverage and need prescription assistance.	\$60,582	\$60,582	\$60,582



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<i>Program Description</i>			
<b>Avance-San Antonio</b> <i>Early On School Readiness</i>	\$173,200	\$173,200	\$173,200
Supports collaborations with health and human service agencies to promote access to family support services, including basic healthcare. Agencies also collaborate through the Community Family Resource and Learning Centers for childcare, adult education, utilities assistance, and food stamps.			
<b>Avance-San Antonio</b> <i>Parent Child Education Program</i>	\$379,770	\$379,770	\$379,770
Supports education of parents and children to strengthen families living in the Westside and Southside of San Antonio through two phases: the Parent Child Education curriculum and Personal Growth and Development curriculum. Childcare and transportation are also provided at Carmen Cortez (Avance Family Center) 1103 S. San Jacinto; Mirasol Family Center 4222 El Paso; and Raul Jimenez (Southside) 114 W. Vestal.			
<b>Avance-San Antonio</b> <i>School Based Program</i>	\$105,000	\$105,000	\$105,000
Provides education for parents and children in order to strengthen families who live in the School District through the nine-month Parent Child Education curriculum and Personal Growth and Development curriculum. Childcare and transportation are also provided. Services are provided at Flanders Elementary School.			
<b>Barshop Jewish Community Center</b> <i>Sports for Life</i>	\$50,000	\$50,000	\$50,000
Provides adults over fifty years of age with access to fitness and wellness programs. These programs will help seniors remain physically active and aware of health-related news through seminars, athletic clinics, competitive events, and leagues.			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES**  
**PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b> <i>Program Name</i>	<b>FY 2011 Adopted</b>	<b>FY 2011 Estimate</b>	<b>FY 2012 Proposed</b>
<i>Program Description</i>			
<b>BEAT AIDS</b> <i>Newly Empowered Women's Shelter</i>  Assists women who are homeless, substance abusers, HIV positive, or recently released from prison. The program will provide transitional housing, social detoxification, and emergency shelter.	\$50,000	\$50,000	\$50,000
<b>Big Brothers Big Sisters of South Texas</b> <i>Youth Mentoring Program</i>  Helps children reach their potential through professionally supported one-to-one mentoring relationships. Youth, ages 5 to 17, are involved in developing community and school-based mentoring programs throughout the city with the help of their Big Brother and Big Sister volunteers.	\$50,000	\$50,000	\$50,000
<b>Boys &amp; Girls Clubs of SA</b> <i>After School Challenge Program - HISD</i>  Provides after school services in San Antonio, Harlandale, and Edgewood Independent School Districts focusing on the following service areas: education and career development, character and leadership growth, arts, health and life skills, and recreation.	\$314,350	\$376,328	\$314,350
<b>Boys &amp; Girls Clubs of SA</b> <i>College Access</i>  Offers opportunities to middle and high school-aged youth to facilitate attainment of higher education through a mentoring support system delivered in a one-on-one or small group setting. The program provides increased knowledge among participants and their parents, provides ways to access financial aid, and overcome barriers to college attendance.	\$30,250	\$30,250	\$30,250



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<i>Program Description</i>			
<b>Boys &amp; Girls Clubs of SA</b> <i>Youth Development &amp; Summer Care</i>	\$540,000	\$540,000	\$540,000
Provides a variety of leaderships, educational, community service and cultural enhancement opportunities. Program targets at-risk, primarily minority youth, ages 10 to 14 years old, living in neighborhoods and environments that hinder success in personal and academic achievements. Program focuses on education and career development, character and leadership growth, arts, health and life skills, and recreation.			
<b>Boys Town Texas, Inc.</b> <i>Common Sense Parenting &amp; Child Enrichment</i>	\$20,000	\$20,000	\$20,000
Provides practical, skill-based parenting program designed to teach techniques and strategies to address everyday issues of communication, guidance, decision making, relationships, and self control.			
<b>Catholic Charities</b> <i>Foster Grandparent Program</i>	\$40,000	\$40,000	\$40,000
Engages seniors 60 years of age and older with limited incomes in volunteer service. In partnership with the Children's Shelter, seniors are provided a meaningful experience that meets a critical community need by providing direct caretaker services to abused, neglected or homeless children.			
<b>Catholic Charities</b> <i>Retired &amp; Senior Volunteer Program (RSVP)</i>	\$77,000	\$77,000	\$77,000
Recruits and places retired persons over 55 years of age in volunteer assignments that address social and economic issues faced by the city. RSVP provides approximately 3,000 volunteers per year to non-profit or governmental agencies and groups.			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<b>Program Description</b>			
<b>Catholic Charities</b>	\$186,051	\$186,051	\$186,051
<i>Volunteer Income Tax Assistance (VITA)</i>			
Provides funding to provide free tax preparation services for low-income households. As part of the San Antonio Coalition for Family Economic Progress, Catholic Charities manages and coordinates volunteer recruitment and outreach. This program contributes to the overall goal of achieving \$61 million in tax refunds returned to San Antonio households in FY 2012.			
<b>Center for Healthcare Services</b>	\$1,000,000	\$1,000,000	\$1,041,720
<i>Prospects Courtyard</i>			
Provides a safe sleeping environment for chronically homeless men and women over the age of 17 who are skeptical or fearful of seeking shelter. Meals, hygiene needs, payee services, chapel services, and clothing will also be available.			
<b>Center for Healthcare Services</b>	\$1,000,000	\$1,000,000	\$1,000,000
<i>Restoration Center</i>			
Offers sobering, detoxification, and residential services to individuals who come into contact with law enforcement, Emergency Medical Services, jail, and the Courts. This facility creates a continuum of care and treatment for individuals who are substance abusers and frequently homeless.			
<b>Centro Med</b>	\$129,000	\$129,000	\$129,000
<i>Activity Center for the Frail and Elderly</i>			
Provides bilingual/bicultural day care for low-income, non-Medicaid eligible seniors who are physically and mentally frail or incapacitated. Seniors engage in socialization, recreation and educational activities that promote social and physical functioning and emotional well being. Clients are provided a noontime meal through the City's Comprehensive Nutrition Program.			





**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>			
<i>Program Name</i>		<b>FY 2011 Adopted</b>	<b>FY 2011 Estimate</b>
<b>Program Description</b>			<b>FY 2012 Proposed</b>
<b>Christian Senior Services</b>		\$57,000	\$57,000
<i>Senior Companion Program</i>			\$57,000
<p>Helps isolated seniors maintain their health, well-being and independence by providing companionship and minor assistance from a fellow senior, respite to family member caregivers, stipends, and meaningful service activities.</p>			
<b>Communities in Schools</b>		\$150,000	\$150,000
<i>Stay-In-School</i>			\$150,000
<p>Connects schools with community resources in order to help young people successfully learn, stay in school, and prepare for life. CIS-SA is a community facilitator, bringing a wide range of resources into the school to provide support and connections to free or low-cost services and goods.</p>			
<b>COSA-Housing &amp; Neighborhood Services</b>		\$157,861	\$157,861
<i>Code Compliance</i>			\$157,861
<p>Funds four compliance investigators associated with code enforcement, rehabilitation, and revitalization efforts in blighted Community Development Block Grant eligible neighborhoods.</p>			
<b>COSA-Parks &amp; Recreation Dept</b>		\$199,782	\$199,782
<i>Community Center Summer Extended Hours</i>			\$199,782
<p>Funds temporary staff at 22 community centers to provide extended program hours at community centers. The summer recreation program targets low-income high-risk children.</p>			
<b>COSA-Parks &amp; Recreation Dept</b>		\$76,557	\$76,557
<i>Summer Outdoor Pool</i>			\$76,557
<p>Supports the operation of fifteen City swimming pools. The funding enables days of operation to extend from five days to six days per week from June through August.</p>			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b> <i>Program Name</i> Program Description	<b>FY 2011 Adopted</b>	<b>FY 2011 Estimate</b>	<b>FY 2012 Proposed</b>
<b>COSA-Parks &amp; Recreation Dept</b> <i>Summer Youth Program</i>  Funds temporary personnel services to staff Summer Youth Program sites. Program provides professional supervision and recreation opportunities for youth to participate in positive and structured activities.	\$72,640	\$72,640	\$72,640
<b>Daughters of Charity</b> <i>Early Childhood Professional Development</i>  Provides quality early childhood services to primarily low income families. Operating year-round, the program provides services to children ages 6 weeks to 12 years old.	\$20,000	\$20,000	\$20,000
<b>Dress for Success</b> <i>Workforce Development/Job Training</i>  Provides supportive services to eliminate barriers to employment including job coaching/retention, job development and placement, wage improvement, life skills training and workplace competency training.	\$80,000	\$64,000	\$80,000
<b>East Central ISD</b> <i>After School Challenge Program</i>  Provides extended school day activities that promote academic instruction, increased school attendance, and grade progression. Participating students are offered homework assistance, tutoring time, and recreational activities.	\$199,699	\$199,699	\$199,699
<b>Edgewood ISD</b> <i>After School Challenge Program</i>  Provides extended school day activities that promote academic instruction, increased school attendance, and grade progression. Participating students are offered homework assistance, tutoring time, and recreational activities.	\$161,861	\$161,861	\$161,861



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<i>Program Description</i>			
<b>Ella Austin Community Center</b> <i>Early Childhood Development</i>	\$44,424	\$44,424	\$44,424
<p>Provides scholarships for childcare to low income families, educational age-appropriate toys for children, and staff training and education for teachers to assist them in obtaining their Child Development Accreditation.</p>			
<b>Ella Austin Community Center</b> <i>Youth Program</i>	\$50,000	\$50,000	\$50,000
<p>Provides youth ages 6 to 21 with civic, education and self-esteem skills to enable youth to be good citizens, students and family members. The center utilizes a nationally recognized curriculum, academic tutoring, field trips and other enrichment activities to teach youth essential life skills.</p>			
<b>Emergency Child Care</b> <i>Our City Cares</i>	\$121,598	\$121,598	\$121,598
<p>Provides emergency childcare assistance to families due to extenuating circumstances such as fire, family violence, or natural disaster.</p>			
<b>Family Service Association</b> <i>Early Childhood Professional Development</i>	\$270,000	\$270,000	\$270,000
<p>Increases the quality of early care and education and links families to resources and quality childcare options through three components. The first will fund the Child Development Associates Assessment fee for those teachers who have CDA credentials. The second will maintain the parent resource line to link families to quality child resources. The third will create ten model classroom sites by providing strategic training, mentoring and equipment.</p>			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<b>Program Description</b>			
<b>Family Service Association</b> <i>Parent Education - Early On/FAST</i>	\$310,532	\$310,532	\$310,532
Provides intensive training at childcare centers throughout the City as part of the Early On School Readiness Project. In collaboration with school districts, Head Start officials and others work with preschool-aged children and their parents to help young children succeed at home and in school. The FAST program provides families with prevention strategies to prevent substance abuse, delinquency, and school failure. FAST has three major components, including a 10-week multi-family program, monthly follow-up and intervention counseling.			
<b>Family Service Association</b> <i>Senior Enrichment Services</i>	\$77,000	\$77,000	\$77,000
Provides senior enrichment services, including geriatric assessments, development of leadership and social networks, and senior case management. This program operates in 19 senior nutrition centers located throughout the City.			
<b>Family Service Association</b> <i>Summer Care</i>	\$82,800	\$82,800	\$82,800
Provides comprehensive and educational interactive experiences for youth. Components of the program include life skills training and tutoring. Participants are also made aware of the dangers of substance abuse, school dropout, and gang involvement.			
<b>Family Service Association</b> <i>Youth Against Gang Activities</i>	\$114,906	\$114,906	\$114,906
Helps youth build character, develop life skills, resist substance abuse and gang involvement, and develop positive and healthy attitudes through alternative activities, community service projects and prevention education.			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011 Adopted</b>	<b>FY 2011 Estimate</b>	<b>FY 2012 Proposed</b>
<i>Program Name</i> <b>Family Violence Prevention Services</b> <i>Program Description</i> <i>Battered Women's Shelter</i>	\$151,328	\$151,328	\$151,328
<p>Provides temporary shelter, counseling, and case management services to women and children who have been victims of physical, emotional, or sexual abuse.</p>			
<b>Family Violence Prevention Services</b> <i>Community Based Counseling - Haven for Hope</i>	\$140,000	\$140,000	\$140,000
<p>Provides mental health counseling services for homeless individuals. Counseling is arranged to fit the participants' schedule. Goals of the program include improved residential stability, increased work skills or income, and reduced substance abuse.</p>			
<b>George Gervin</b> <i>College Access</i>	\$72,395	\$72,395	\$72,395
<p>Offers opportunities to middle and high school-aged youth to facilitate attainment of higher education through a mentoring support system delivered in a one-on-one or small group setting. The program provides increased knowledge among participants and their parents, provides ways to access financial aid, and overcome barriers to college attendance.</p>			
<b>Girl Scouts of Southwest Texas</b> <i>Girl Scouts</i>	\$50,000	\$50,000	\$50,000
<p>Provides leadership programs for school-aged girls in areas such as science and technology, financial literacy, healthy living, environmental leadership and global citizenship.</p>			
<b>Good Samaritan Community Services</b> <i>College Access</i>	\$144,694	\$144,694	\$144,694
<p>Offers opportunities to middle and high school-aged youth to facilitate attainment of higher education through a mentoring support system delivered in a one-on-one or small group setting. The program provides increased knowledge among participants and their parents, provides ways to access financial aid, and overcome barriers to college attendance.</p>			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b> <i>Program Name</i>	<b>FY 2011 Adopted</b>	<b>FY 2011 Estimate</b>	<b>FY 2012 Proposed</b>
<b>Good Samaritan Community Services</b> <i>Youth Development Services</i>	\$86,428	\$86,428	\$86,428
<p>Provides a college preparation and career exploration program for low-income, high-achieving youth that do not meet the eligibility requirements of Alamo Workforce Development.</p>			
<b>Goodwill Industries of San Antonio</b> <i>Learn While You Earn</i>	\$114,493	\$80,145	\$114,493
<p>Serves participants with disabilities or other barriers to employment through two components: transitional job training and skilled job training. Support services are also provided, including case management.</p>			
<b>Guadalupe Community Center</b> <i>Volunteer Income Tax Assistance (VITA)</i>	\$18,000	\$18,000	\$18,000
<p>Assists families with obtaining financial self-sufficiency through preparing free income tax returns.</p>			
<b>Harlandale ISD</b> <i>After School Challenge Program</i>	\$24,500	\$24,500	\$24,500
<p>Provides extended school day activities that promote academic instruction, increased school attendance, and grade progression. Participating students are offered homework assistance, tutoring time, and recreational activities.</p>			
<b>Haven for Hope of Bexar County</b> <i>Operations</i>	\$1,135,000	\$1,135,000	\$1,135,000
<p>Supports operations and security at Haven for Hope. Haven for Hope of Bexar County serves as the umbrella corporation for more than 70 non-profit and governmental agency partners.</p>			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<b>Program Description</b>			
<b>Haven for Hope of Bexar County</b> <i>Prospects Courtyard Security</i>	\$800,000	\$800,000	\$800,000
<p>Haven for Hope proposes to reintegrate San Antonio's homeless population back into the community through a structured transformational process. Prospects Courtyard is a place to seek relief from the elements, get food, shelter and clothing, and have access to restrooms and showers. The Prospects' Courtyard consists of three types of spaces: indoor, outdoor covered and outdoor uncovered.</p>			
<b>Healy Murphy</b> <i>Youth Training Program</i>	\$335,000	\$335,000	\$335,000
<p>Assists high school students who are no longer in the public school system in completing graduation requirements. The program provides students with academic and/or vocational training to enable them to return to the public school system or to enter the labor market. The program targets pregnant inner-city individuals ages 14 to 20.</p>			
<b>Hispanas Unidas</b> <i>Escuelitas Program</i>	\$67,090	\$67,090	\$67,090
<p>Provides an early intervention educational program for young Latinas aimed at preventing teen pregnancy. The key elements of the after school sessions include 1) curriculum to reinforce basic reading, writing, and math skills to develop self-esteem, and to promote personal development; 2) a pool of over 60 Hispanic women who serve as mentors/role models; and 3) direct ties to the public school system.</p>			
<b>Hispanic Religious Partnership</b> <i>Hunger Relief</i>	\$64,959	\$64,959	\$64,959
<p>Supports collaboration of five churches to provide food, food stamp outreach, and referrals for other services to food-insecure residents.</p>			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<i>Program Description</i>			
<b>JOVEN, Inc.</b> <i>Creando la Vision (Creating the Vision)</i>	\$72,130	\$72,130	\$72,130
<p>Promotes academic achievement and character development for 1,600 at-risk youth. Participants are between the ages of 4 to 17 and attend Johnson, DeZavala, Bellaire, Brackenridge, John Glenn, Carroll, Washington elementary schools, or Anson Jones, Tafolla, and Poe middle schools. JOVEN's goal is to promote educational success by addressing risk factors that lead to delinquency and substance abuse.</p>			
<b>Madonna Neighborhood Center</b> <i>Child Care Program</i>	\$22,500	\$22,500	\$22,500
<p>Provides an environment for children to achieve developmental milestones and become prepared to enter school. The program provides quality childcare to children two months to thirteen years, allowing parents the opportunity to improve their life skills through education and employment. The program will provide scholarships to working parents in the Edgewood Independent School District that do not qualify for state subsidy.</p>			
<b>Madonna Neighborhood Center</b> <i>Youth Development Program</i>	\$15,000	\$15,000	\$15,000
<p>Fosters the development of appropriate academic, social, physical, and emotional skills in young, at-risk students.</p>			
<b>Mexican American Unity Council</b> <i>Strengthening Families Through Education</i>	\$110,000	\$110,000	\$110,000
<p>Provides classes that teach parents how to advocate and participate in their children's education.</p>			
<b>North East ISD</b> <i>After School Challenge Program</i>	\$237,810	\$237,810	\$237,810
<p>Provides extended school day activities that promote academic instruction, increased school attendance, and grade progression. Participating students are offered homework assistance, tutoring time, and recreational activities</p>			





**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<b>Program Description</b>			
<b>Northside Independent School District</b> <i>Early On School Readiness</i>	\$99,000	\$99,000	\$99,000
<p>Assists parents in becoming become full partners in their child's education, helps children reach their full potential as learners, and provides literacy training for the parents.</p>			
<b>Northside ISD</b> <i>After School Challenge Program</i>	\$235,380	\$235,380	\$235,380
<p>Provides extended school day activities that promote academic instruction, increased school attendance, and grade progression. Participating students are offered homework assistance, tutoring time, and recreational activities.</p>			
<b>Presa Community Center</b> <i>SKILLS</i>	\$50,110	\$50,110	\$50,110
<p>Provides counseling and supervised recreational activities for youth ages 6 to 16 to prevent delinquency and substance abuse.</p>			
<b>Presa Community Center</b> <i>Volunteer Income Tax Assistance (VITA)</i>	\$28,000	\$28,000	\$28,000
<p>Assists families with obtaining financial self-sufficiency through preparing free income tax returns and provides financial education through Money Smart courses, Home Buyer Education Learning Program, Consumer Credit Counseling, and community fairs throughout the year.</p>			
<b>Project Mend</b> <i>Durable Medical Equipment Program</i>	\$90,000	\$90,000	\$90,000
<p>Helps low-income, disabled individuals achieve greater mobility and self-sufficiency by providing medical equipment and repair services. Having access to medical equipment allows participants to engage in the daily activities of life such as walking, cooking, and bathing.</p>			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

Agency Title <i>Program Name</i> Program Description	FY 2011 Adopted	FY 2011 Estimate	FY 2012 Proposed
<p><b>Project QUEST, Inc.</b> <i>Project QUEST</i></p> <p>Project QUEST is a community-based workforce development program that provides participants job skills training for long-term employment and increased incomes, and develops job placement agreements with local businesses and agencies. Support services are provided to participants while they are in training.</p>	\$2,000,000	\$1,001,454	\$2,000,000
<p><b>Respite Care of San Antonio</b> <i>Davidson Respite House</i></p> <p>Supports personnel staffing for the Davidson Respite House (DRH) located at 605 Belknap Place. Respite Care of San Antonio provides support for families of children with developmental disabilities. The DRH is the only licensed emergency shelter in Texas dedicated to the care of children with developmental disabilities.</p>	\$78,000	\$78,000	\$78,000
<p><b>Respite Care of San Antonio</b> <i>Developmental Daycare Center</i></p> <p>Supports staffing for the Daycare Program at Christ Episcopal Church located at 301 W. Russell Place that provides short-term care and emergency shelter for children six weeks to six years old with severe developmental disabilities and their siblings. A Pediatric Nurse Practitioner or a Registered Nurse is on site at the Daycare to provide skilled nursing care for all program participants, enabling Respite Care of San Antonio to accept children with complex medical conditions.</p>	\$127,602	\$127,602	\$127,602
<p><b>San Antonio Aids Foundation</b> <i>Dining for People with HIV/AIDS</i></p> <p>Provides three hot meals daily to anyone who is HIV infected and in need of meals. Menus are developed in consultation with a registered dietitian from the University Health System with an expertise in HIV/AIDS.</p>	\$100,268	\$100,268	\$100,268



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011 Adopted</b>	<b>FY 2011 Estimate</b>	<b>FY 2012 Proposed</b>
<i>Program Name</i> <b>San Antonio Aids Foundation</b> <i>Program Description</i> <b>HOPWA Operations</b>	\$308,547	\$308,547	\$312,785
<p>Operates a skilled nursing/hospice facility at 818 E. Grayson. The facility offers 24-hour care to individuals with HIV/AIDS who are not able to care for themselves and do not have resources for such care.</p>			
<b>San Antonio Aids Foundation</b> <i>Tenant-Based Rental Assistance</i>	\$374,007	\$374,007	\$378,245
<p>Provides long-term housing subsidies to individuals and families with HIV/AIDS.</p>			
<b>San Antonio Aids Foundation</b> <i>Transitional Housing</i>	\$100,000	\$100,000	\$102,119
<p>Provides transitional housing to HIV-positive individuals with no income that are homeless and/or recently released from prison. SAAF assist individuals with securing income through Social Security benefits or employment. It is also the only transitional housing facility that can accommodate the transgender population.</p>			
<b>San Antonio Community Radio, Inc.</b> <i>KROV Radio</i>	\$22,300	\$22,300	\$22,300
<p>Supports San Antonio Community Radio, Inc., a non-profit 501(c)(3) organization committed to providing positive, high quality, innovative, and diverse educational local radio programming.</p>			
<b>San Antonio Family Endeavors</b> <i>Fairweather Lodge</i>	\$30,000	\$30,000	\$30,000
<p>Provides employment/vocational training, rehabilitation services and independent living skill training to persons who suffer from clinical mental illness and homelessness. This program operates five transitional living facilities for adults with mental illness.</p>			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<i>Program Description</i>			
<b>San Antonio Family Endeavors</b> <i>School Readiness/Family Endeavors Childcare</i>	\$125,621	\$125,621	\$125,621
Provides an affordable, safe, and enriched after school program for children ages 5 to 11. Children are involved in organized activities that promote educational improvement, cultivate creativity, and encourage the development of a positive self-image.			
<b>San Antonio Fighting Back</b> <i>Strengthening Youth to Succeed</i>	\$49,379	\$49,379	\$49,379
Provides training to caregivers to increase parent involvement in child development. Key program components include capacity building, substance abuse awareness, and understanding the importance of parental involvement in early childhood education.			
<b>San Antonio Food Bank</b> <i>Food Bank Kitchen - Haven for Hope</i>	\$1,056,635	\$1,056,635	\$1,056,635
Operates a community kitchen for the homeless at the Haven for Hope campus. The kitchen offers meals three times a day, as well as providing a culinary arts training program for job preparedness.			
<b>San Antonio Food Bank</b> <i>Food Stamp Outreach</i>	\$150,000	\$150,000	\$150,000
Educates low income residents on nutrition and food stamp service, and provides referrals for needed services.			
<b>San Antonio Food Bank</b> <i>Kid Cafe</i>	\$50,000	\$50,000	\$50,000
Offers nutritional meals to school-age children of low-income families.			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<b>Program Description</b>			
<b>San Antonio Food Bank</b> <i>Project Hope</i>  Distributes nutritious food and related products to low-income seniors through the City's Comprehensive Nutrition Project locations and home delivery.	\$405,004	\$405,004	\$405,004
<b>San Antonio Independent Living Services (SAILS)</b> <i>Gateway to Abilities Program</i>  Provides planning and case management and assists residents in applying for Social Security Insurance benefits, as well as supportive services such as emergency rent, utility assistance, clothing, and bus passes.	\$100,000	\$100,000	\$100,000
<b>San Antonio ISD</b> <i>After School Challenge Program</i>  Provides extended school day activities that promote academic instruction, increased school attendance, and grade progression. Participating students are offered homework assistance, tutoring, and recreational activities.	\$1,330,377	\$1,336,877	\$1,330,377
<b>San Antonio Metropolitan Ministries, Inc. (SAMM)</b> <i>Residential Services - Haven for Hope</i>  Provides support for case management to homeless individuals and families at Haven for Hope.	\$736,437	\$736,437	\$736,437
<b>San Antonio OASIS</b> <i>OASIS</i>  Provides programs in technology and computer literacy, arts, humanities, wellness, and volunteer services for older adults, enabling them to continue their personal growth and service to the community. OASIS also provides intergenerational tutoring to children in grades one through three. OASIS membership is free to anyone 50 years of age or older.	\$70,000	\$70,000	\$70,000



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES**  
**PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b> <i>Program Name</i> Program Description	<b>FY 2011 Adopted</b>	<b>FY 2011 Estimate</b>	<b>FY 2012 Proposed</b>
<b>San Antonio Public Library Foundation</b> <i>Early On/Little Read Wagon</i>  Provides resources for Early Childhood Literacy Initiative aimed at enhancing learning opportunities for children. Emphasis is placed on early literacy skills, brain and language development and enhanced storytelling skills.	\$58,185	\$58,185	\$58,185
<b>San Antonio Youth Centers, Inc.</b> <i>Alamo City YouthBuild</i>  Alamo City YouthBuild is a comprehensive education, leadership development, job training, counseling, case management and support program for young adults ages 16 to 24. San Antonio Youth Centers recently joined YouthBuild USA as an affiliated organization.	\$29,509	\$14,755	\$29,509
<b>Seton Home</b> <i>Pathways to Success/Infant Care for Teens</i>  Provides on-site day care for children of homeless teens to enable them to attend school or job training, or to complete other educational objectives designed to prepare them for independent living.	\$24,068	\$24,068	\$24,068
<b>Seton Home</b> <i>Safe Shelter</i>  Provides safe shelter for teen mothers and their children, allowing them to stay together as a family. The program also helps teen mothers develop tools necessary to gain financial self-sufficiency.	\$30,000	\$30,000	\$30,000
<b>South San Antonio ISD</b> <i>After School Challenge Program</i>  Provides extended school day activities that promote academic instruction, increased school attendance, and grade progression. Participating students are offered homework assistance, tutoring, and recreational activities.	\$257,189	\$257,189	\$257,189



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES**  
**PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<i>Program Description</i>			
<b>Southwest ISD</b> <i>After School Challenge Program</i>	\$51,710	\$51,710	\$51,710
Provides extended school day activities that promote academic instruction, increased school attendance, and grade progression. Participating students are offered homework assistance, tutoring, and recreational activities.			
<b>St. Paul Lutheran Child Development</b> <i>Program Accreditation</i>	\$18,000	\$18,000	\$18,000
Provides partial salary and tuition reimbursement for Associate and Bachelor Degree courses for childcare staff. Funding also provides new educational classroom materials and playground supplies in accordance with accreditation standards and criteria.			
<b>St. Peter - St. Joseph's Children's Home</b> <i>Project Ayuda</i>	\$67,900	\$67,900	\$67,900
Provides low-income families in crisis with emergency assistance, empowering them to regain control over their lives while strengthening their families. By assessing family skills and identifying new skills, the program helps participants create a functional and independent lifestyle.			
<b>Supportive Lending for Emotional Well Being</b> <i>Services for Disabled Women with Cancer</i>	\$100,000	\$100,000	\$100,000
Offers free after-care services to uninsured, underinsured, and low-income women in San Antonio. Services include mental health, nutritional, case management, therapy and benefits counseling services.			
<b>University of Texas at San Antonio (UTSA)</b> <i>Family First Steps</i>	\$81,595	\$81,595	\$81,595
Provides enrichment workshops, play and learn groups, and opportunities where parents can build healthy, supportive connections with each other. Children will engage in healthy socialization opportunities to develop relationships with playmates, caregivers, and teachers.			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES**  
**PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<b>Program Description</b>			
<b>University of Texas at San Antonio (UTSA)</b> <i>PREP</i>	\$38,892	\$38,892	\$38,892
Offers an intensive mathematics-based summer program conducted at college and university campuses. The eight-week summer academic enrichment program reinforces mathematics and college level topics not offered in high school or middle school. The program identifies high achieving middle and high school students with the potential to become scientists or engineers, and reinforces them in the pursuit of these fields.			
<b>Urban 15 Group</b> <i>Cultivation</i>	\$35,131	\$35,131	\$35,131
Focuses on movement and drumming classes for seniors to enhance their physical and mental health. Students learn basic dance warm-up, flexibility techniques, breathing, simple yoga, full body coordination and strengthening.			
<b>YMCA of San Antonio</b> <i>Active Older Adults</i>	\$308,000	\$308,000	\$308,000
Provides senior services, including strength training to help prevent osteoporosis, chair aerobics for participants restricted to a wheelchair, and swimming programs. Services are provided at the Davis Scott YMCA and the Westside YMCA.			
<b>YMCA of San Antonio</b> <i>Y Preschool</i>	\$153,000	\$153,000	\$153,000
Provides for year-round infant, toddler, and preschool child care for low-income families. Children learn through play by experiencing a variety of developmentally appropriate activities.			
<b>YMCA of San Antonio</b> <i>Y Strong Kids</i>	\$404,176	\$404,176	\$404,176
Provides youth services, including baseball, basketball, soccer and swimming to 1,000 disadvantaged youths from 4-15 years of age. Services are provided at the Davis Scott YMCA, Southwestern Bell YMCA, and Westside YMCA.			





**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b>	<b>FY 2011</b>	<b>FY 2011</b>	<b>FY 2012</b>
<i>Program Name</i>	<b>Adopted</b>	<b>Estimate</b>	<b>Proposed</b>
<i>Program Description</i>			
<b>YWCA of San Antonio</b> <i>Early On</i>	\$122,707	\$122,707	\$122,707
<p>Supports collaborations with health and human service agencies to promote access to family support services, including basic healthcare. Agencies also collaborate through the Community Family Resource and Learning Centers for childcare, adult education, utilities assistance, and food stamps.</p>			
<b>YWCA of San Antonio</b> <i>Mi Carrera</i>	\$40,000	\$40,000	\$40,000
<p>Assists female students ages 13 to 19 who are at risk of dropping out of school. The program develops self-esteem, educational and occupational motivation, and parenting skills.</p>			
<b>YWCA of San Antonio</b> <i>Parents &amp; Children Together (PACT)</i>	\$48,235	\$48,235	\$48,235
<p>Teaches parents and caregivers to interact with their children to increase school readiness and the likelihood of school success. PACT strengthens families by empowering parents to become a child's first teacher by developing the skills necessary to foster healthy, intellectual, emotional, and physical development. Program targets areas in Council Districts 1, 5 and 7.</p>			
<b>YWCA of San Antonio</b> <i>Positive Youth Development</i>	\$23,750	\$23,750	\$23,750
<p>Serves youth ages 4 to 12 by promoting youth development through character traits and life skills training. Volunteer coaches instill character through sportsmanship training.</p>			
<b>YWCA of San Antonio</b> <i>SEED Program</i>	\$30,000	\$30,000	\$30,000
<p>Strengthens families by assisting low-income adults living at or below the federal poverty guidelines in developing micro-enterprises that can become viable sources of income. SEED provides training in business development, computer skills, financial literacy, budgeting, and credit management.</p>			



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
PROPOSED FY 2012 FUNDING ALLOCATIONS**

<b>Agency Title</b> <i>Program Name</i> Program Description	<b>FY 2011 Adopted</b>	<b>FY 2011 Estimate</b>	<b>FY 2012 Proposed</b>
<b>YWCA of San Antonio</b> <i>Senior Connection</i>  Enhances physical and mental health for seniors. Program enables seniors increase knowledge of healthy behaviors, improve physical fitness, and develop computer skills to research fitness and health issues on the internet.	\$87,000	\$87,000	\$87,000
<b>YWCA of San Antonio</b> <i>Teen Volunteer Program</i>  Serves teens ages 13 to 19 by providing pre-employment training as well as placement in various organizations and work environments. Training also is provided to employers to ensure participants are provided a beneficial and productive placement.	\$41,116	\$41,116	\$41,116
<b>YWCA of San Antonio</b> <i>Volunteer Income Tax Assistance (VITA)</i>  Assists families with obtaining financial self-sufficiency through preparing free income tax returns, in conjunction with providing a comprehensive array of services designed to increase incomes and build assets of participating families and individuals.	\$58,000	\$58,000	\$58,000

# DEVELOPMENT SERVICES

## GENERAL FUND DEVELOPMENT SERVICES FUND

### MISSION STATEMENT

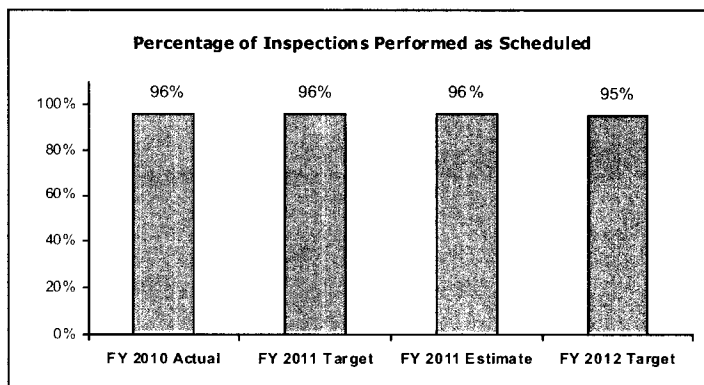
*Partnering with our customers to build a safer San Antonio*

### PERFORMANCE MEASURE RESULTS

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Provide major plats technical review within 34 business days	22	34	23	34
Provide initial residential plan review within 3 business days	3	3	3	3
Provide complex commercial plan review within 18 business days	18	18	18	18
Perform 95% of inspections as scheduled	96%	96%	96%	95%
Achieve \$72,000 annually worth of restitution used for graffiti abatement	\$75,936	\$72,000	\$37,574	\$72,000
Volunteers recruited annually for the Community Volunteer Graffiti Program	2,045	2,350	2,200	2,400
Close case within 28 days of initial investigation of code violation	39	32	28	28
Complete initial inspection within 3 days of citizen complaint	3	3	3	3
Achieve turnaround time of 2 days from initial call to cleanup of all graffiti on the public right-of-way	2	2	2	2

#### Perform 95% of inspections as scheduled

This measure represents the percentage of building and trade inspections performed as scheduled.



## DEVELOPMENT SERVICES

### GENERAL FUND DEVELOPMENT SERVICES FUND

#### DEVELOPMENT SERVICES FUND EXPENDITURES BY CLASSIFICATION

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$13,235,476	\$12,015,630	\$12,240,025	\$12,572,169
CONTRACTUAL SERVICES	674,302	489,834	405,386	761,408
COMMODITIES	121,261	135,493	97,004	187,870
SELF INSURANCE/OTHER	4,035,698	3,623,944	3,360,306	3,571,728
CAPITAL OUTLAY	0	242,819	243,011	239,446
TRANSFERS	3,589,746	3,107,433	3,107,433	3,227,486
<b>TOTAL EXPENDITURES</b>	<b>\$21,656,483</b>	<b>\$19,615,153</b>	<b>\$19,453,165</b>	<b>\$20,560,107</b>
<b>AUTHORIZED POSITIONS</b>	<b>237</b>	<b>212</b>	<b>212</b>	<b>214</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>237.00</b>	<b>212.00</b>	<b>212.00</b>	<b>212.00</b>

#### GENERAL FUND EXPENDITURES BY CLASSIFICATION

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$7,032,415	\$7,150,693	\$7,037,273	\$7,191,967
CONTRACTUAL SERVICES	1,757,694	2,002,016	2,151,996	1,780,426
COMMODITIES	246,601	370,059	315,614	325,273
SELF INSURANCE/OTHER	1,409,873	1,484,217	1,460,167	1,976,787
CAPITAL OUTLAY	2,492	209,888	245,267	0
<b>TOTAL EXPENDITURES</b>	<b>\$10,449,075</b>	<b>\$11,216,873</b>	<b>\$11,210,317</b>	<b>\$11,274,453</b>
<b>AUTHORIZED POSITIONS</b>	<b>135</b>	<b>133</b>	<b>133</b>	<b>134</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>135.00</b>	<b>133.00</b>	<b>133.00</b>	<b>134.00</b>

# DOWNTOWN OPERATIONS

## GENERAL FUND MARKET SQUARE FUND PARKING OPERATING & MAINTENANCE FUND

### MISSION STATEMENT

*The mission of Downtown Operations Department is to provide centralized services for exemplary maintenance of the historic River Walk and downtown, promote cultural and parking facilities and support special events that highlight the unique qualities of the heart of San Antonio- a premier destination to live, work, and visit.*

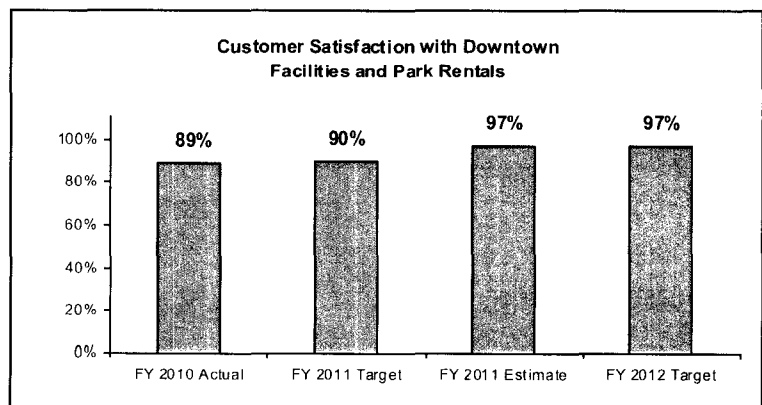
### PERFORMANCE MEASURE RESULTS

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Customer satisfaction rating for downtown landscaping	97%	95%	96%	96%
Customer satisfaction rating for downtown facilities and park rentals	89%	90%	97%	97%
Percent compliance with established downtown landscaping maintenance schedule	90%	90%	90%	90%
Customer satisfaction for downtown parking facilities	93%	92%	92%	92%
Customer satisfaction rating for Market Square facilities	N/A	90%	95%	90%
Number of Annual Plants planted on the Riverwalk and Downtown*	N/A	N/A	N/A	82,500
Number of Cars parked in City-owned parking facilities*	N/A	N/A	N/A	1,759,097
Number of programming/event days at Market Square*	N/A	N/A	N/A	138

\*These will be new measures for FY 2012

#### Measure and achieve a 97% customer satisfaction rating for downtown facilities and park rentals

This measure represents customer satisfaction for the rental of downtown facilities and parks.



# DOWNTOWN OPERATIONS

## GENERAL FUND MARKET SQUARE FUND PARKING OPERATING & MAINTENANCE FUND

### GENERAL FUND EXPENDITURES BY CLASSIFICATION

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$4,092,488	\$3,698,819	\$3,753,357	\$3,431,931
CONTRACTUAL SERVICES	1,949,043	1,855,749	1,611,927	1,916,120
COMMODITIES	450,006	458,239	407,115	467,639
SELF INSURANCE/OTHER	2,120,643	1,356,846	1,588,115	1,483,656
CAPITAL OUTLAY	57,520	0	7,800	0
TRANSFERS	127,000	127,000	127,000	127,000
<b>TOTAL EXPENDITURES</b>	<b>\$8,796,700</b>	<b>\$7,496,653</b>	<b>\$7,495,314</b>	<b>\$7,426,346</b>

<b>AUTHORIZED POSITIONS</b>	<b>81</b>	<b>68</b>	<b>68</b>	<b>64</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>80.50</b>	<b>67.50</b>	<b>67.50</b>	<b>63.50</b>

### MARKET SQUARE FUND EXPENDITURES BY CLASSIFICATION

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$ 1,772	\$ 335,657	\$ 321,163	\$ 326,814
CONTRACTUAL SERVICES	103,286	688,386	545,686	688,698
COMMODITIES	4,006	50,966	36,152	50,966
SELF INSURANCE/OTHER	131	312,742	326,401	360,183
CAPITAL OUTLAY	0	22,314	24,290	0
OTHER EXPENSES	133,808	702,390	666,730	699,589
TRANSFERS	0	383,006	383,006	434,129
<b>TOTAL EXPENDITURES</b>	<b>\$243,003</b>	<b>\$2,495,461</b>	<b>\$2,303,428</b>	<b>\$2,560,379</b>

<b>AUTHORIZED POSITIONS</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>0.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>

### PARKING FUND EXPENDITURES BY CLASSIFICATION

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$4,304,761	\$4,706,552	\$4,552,175	\$4,032,368
CONTRACTUAL SERVICES	426,312	612,602	597,933	1,112,240
COMMODITIES	103,214	198,235	168,059	192,119
SELF INSURANCE/OTHER	1,320,589	1,056,123	1,021,051	866,025
CAPITAL OUTLAY	0	0	16,302	0
TRANSFERS	2,145,195	2,133,285	1,953,569	2,681,148
<b>TOTAL EXPENDITURES</b>	<b>\$8,300,071</b>	<b>\$8,706,797</b>	<b>\$8,309,089</b>	<b>\$8,883,900</b>

<b>AUTHORIZED POSITIONS</b>	<b>127</b>	<b>110</b>	<b>110</b>	<b>94</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>115.00</b>	<b>102.00</b>	<b>102.00</b>	<b>86.00</b>

**MISSION STATEMENT**

*To foster economic growth, through collaboration and innovation,  
for the continued prosperity of our community.*

**PERFORMANCE MEASURE RESULTS**

2011 Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Actual	FY 2012 Target
Percent of projects achieved with a ratio of 10 private dollars invested to every 1 General Fund dollar invested	90%	80%	96%	80%
Number of jobs created and retained through projects assisted by Economic Development Incentives and/or project coordination activities	5,448	3,060	3,472	3,000
Client agreement rating that technical assistance on Small Business Economic Development Advocacy (SBEDA) Program requirements increased client opportunities on City contracts	92%	85%	92%	N/A
Customer satisfaction rating for services delivered by the Small Business Liaison	100%	90%	96%	2,000
Number of foreign site selector planned visits to promote San Antonio as a destination for relocating or expanding business into the United States	N/A	12	12	N/A
Composite score for trade generation from meetings with San Antonio executives and business development professionals	N/A	85%	74%	N/A
Composite score for industry cluster trade missions to foreign markets	N/A	85%	85%	N/A

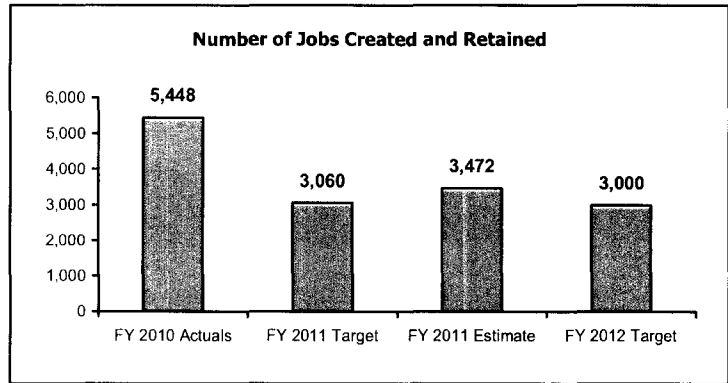
Percentage of total contract dollars paid to Minority/Women Owned Business Enterprises in relation to Minority/Women Owned Business Enterprise availability	80%
Number of clients receiving business start-up information	1,500 clients
Meet with top San Antonio executives and business development professionals to assess their success in existing international markets, and to assist them to open new global markets.	40 professionals
Organize and conduct trade missions to key international markets to introduce local corporate delegates from our key targeted industries to well-researched potential trade partners promising tangible results. Concurrently, leverage time in the foreign markets to meet with potential foreign investors and site consultants to promote San Antonio as a destination for relocating or expansion into the United States.	5 trade missions

**ECONOMIC DEVELOPMENT**

**GENERAL FUND**

Number of jobs created and retained through projects assisted by Economic Development Incentives and/or project coordination activities

This measure mirrors the job creation measurement that will be required of the Economic Development Foundations service contract with the City of San Antonio. This measure ensures that San Antonio is aggressive enough to secure major job creation projects annually and is working with partners to effectively promote San Antonio.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$1,903,369	\$2,005,680	\$1,956,191	\$1,961,527
CONTRACTUAL SERVICES	255,368	233,672	232,858	317,888
COMMODITIES	39,400	50,407	49,213	50,407
SELF INSURANCE/OTHER	114,600	107,134	110,698	96,679
CAPITAL OUTLAY	398	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$2,313,135</b>	<b>\$2,396,893</b>	<b>\$2,348,960</b>	<b>\$2,426,501</b>
<b>AUTHORIZED POSITIONS</b>	<b>28</b>	<b>27</b>	<b>27</b>	<b>26</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>28.00</b>	<b>27.00</b>	<b>27.00</b>	<b>26.00</b>



**MISSION STATEMENT**

*The Department of Finance has the fiduciary responsibility to safeguard the City's financial assets and manage its financial resources in accordance with the goals of the City Council, City Manager and in compliance with applicable laws and generally accepted accounting and financial principles.*

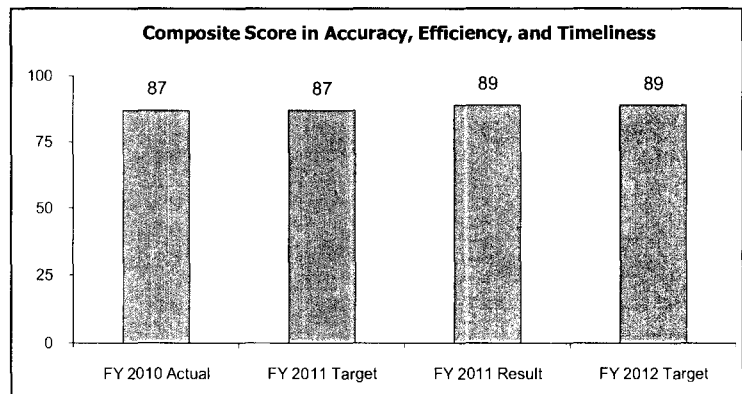
**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Actual	FY 2012 Target
Achieve composite score of 90 in accuracy, efficiency and timeliness of processing and recording financial transactions in support of the City's financial operations.	90	90	90	90
Achieve composite score of 87 in the ability to plan, direct, monitor and control the financial resources of the City of San Antonio	87	87	89	89
Percentage of print jobs completed satisfactorily	99%	95%	99.5%	95%
Average number of contracts by Procurement Specialist, Contract Coordinator (formal, informal, annuals, discretionary)*	82	77	115	N/A
Percentage of city purchases utilizing annual contracts	N/A	N/A	N/A	55%

\*Replaced by percentage of city purchases utilizing annual contracts in FY 2012

**Achieve composite score of 87 in the ability to plan, direct, monitor and control the financial resources of the City of San Antonio**

The composite score is comprised of four departmental indicators that measures the ability to plan, direct, monitor and control the financial resources of the City of San Antonio.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$6,186,903	\$6,696,874	\$6,539,997	\$6,816,457
CONTRACTUAL SERVICES	223,166	366,947	264,005	403,098
COMMODITIES	25,246	51,992	19,200	64,282
SELF INSURANCE/OTHER	399,215	339,887	474,645	294,389
CAPITAL OUTLAY	1,433	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$6,835,963</b>	<b>\$7,455,700</b>	<b>\$7,297,847</b>	<b>\$7,581,226</b>
<b>AUTHORIZED POSITIONS</b>	<b>90</b>	<b>93</b>	<b>93</b>	<b>97</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>90.00</b>	<b>93.00</b>	<b>93.00</b>	<b>97.00</b>

**PURCHASING & GENERAL SERVICES FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$2,788,574	\$3,154,009	\$2,908,039	\$3,039,881
CONTRACTUAL SERVICES	462,394	510,807	550,328	502,698
COMMODITIES	20,363	21,709	37,096	27,588
SELF INSURANCE/OTHER	306,274	329,328	333,335	290,501
CAPITAL OUTLAY	19,171	2,306	3,400	0
COMMODITIES FOR RESALE	1,071,468	1,170,091	1,157,118	965,674
<b>TOTAL EXPENDITURES</b>	<b>\$4,668,244</b>	<b>\$5,188,250</b>	<b>\$4,989,316</b>	<b>\$4,826,342</b>
<b>AUTHORIZED POSITIONS</b>	<b>42</b>	<b>43</b>	<b>43</b>	<b>41</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>42.00</b>	<b>43.00</b>	<b>43.00</b>	<b>41.00</b>

**MISSION STATEMENT**

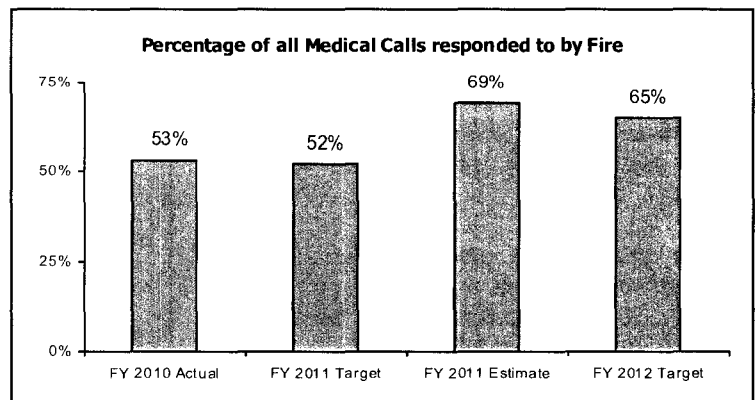
*To provide the highest level of professional service to the public by protecting lives, property, and the environment while providing life safety community education.*

**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Percentage of all medical calls responded to by Fire	53%	52%	69%	65%
Average response time to emergency incidents from dispatch to arrival (in minutes)	5.9	5.9	5.8	5.7
Percentage of time Advanced Life Support unit arrives on scene in 8 minutes or less (Response to Arrival)	78%	79%	88%	87%
Percentage of time first unit/ladder arriving on scene within 5 minutes of response	67%	68%	67%	67%
Customer satisfaction rating for public education presentations and training sessions	94%	98%	98%	67%
Average number of fire prevention inspections performed per day per Fire Prevention Inspector	7	7	9	10

**Percentage of all medical calls responded to by Fire**

This measure represents the percentage of medical calls that are responded to by a Fire engine or truck instead of a medical unit.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$186,530,483	\$196,545,693	\$195,537,574	\$200,957,646
CONTRACTUAL SERVICES	8,488,226	9,086,530	9,254,530	9,384,262
COMMODITIES	4,880,058	4,709,384	5,264,600	4,605,919
SELF INSURANCE/OTHER	23,421,025	23,978,192	24,229,405	22,933,231
CAPITAL OUTLAY	1,325,889	324,781	358,679	33,540
TRANSFER OUT	207,517	1,762,712	1,762,212	1,386,638
<b>TOTAL EXPENDITURES</b>	<b>\$224,853,198</b>	<b>\$236,407,292</b>	<b>\$236,407,000</b>	<b>\$239,301,236</b>
<b>AUTHORIZED POSITIONS</b>	<b>1,762</b>	<b>1,769</b>	<b>1,769</b>	<b>1,773</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>1,762.00</b>	<b>1,769.00</b>	<b>1,769.00</b>	<b>1,773.00</b>

**MISSION STATEMENT**

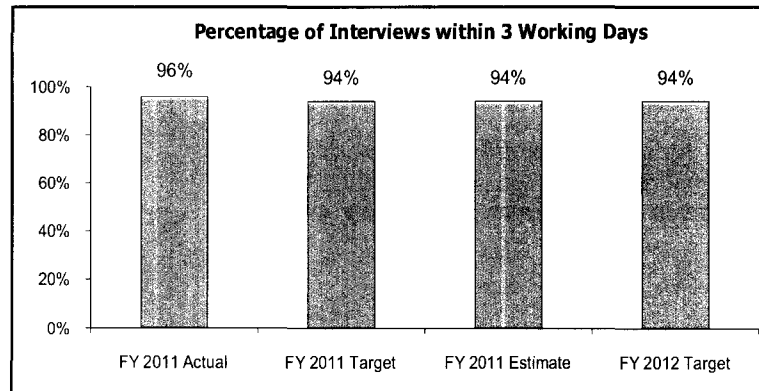
*The San Antonio Metropolitan Health District's purpose is to provide leadership and services for San Antonio and Bexar County to prevent illness and injury, promote healthy behaviors, and protect against health hazards. Our vision is for optimal health for our communities and our environment.*

**PERFORMANCE MEASURE RESULTS**

	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Increase the percentage of food establishments that require no additional follow-up after a routine inspection	N/A	90%	75%	75%
Increase the number of Vaccine for Children (VFC) providers that have 95% or more of their 3 year old patients fully immunized based on assessment visits	N/A	100	78	N/A
Interview 97% of infectious syphilis case assignments within three working days	95%	97%	97%	97%
Interview 94% of infectious tuberculosis case assignments within three working days	96%	94%	94%	94%
Increase the percentage Metro Health staff who complete Incident Command System (ICS) training and are prepared to respond to emergencies	97%	97%	97%	97%

**Interview 94% of infectious tuberculosis case assignments within three working days**

Active tuberculosis cases must be assigned for interview within a short period of time to identify, test, and possibly treat contacts to prevent spread of the infection.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$7,844,951	\$7,865,633	\$7,860,764	\$7,560,223
CONTRACTUAL SERVICES	1,435,168	1,464,651	1,580,812	1,726,688
COMMODITIES	567,165	792,645	616,508	755,237
SELF INSURANCE/OTHER	1,585,915	1,395,008	1,339,270	1,332,077
CAPITAL OUTLAY	14,491	2,318	63,708	25,700
<b>TOTAL EXPENDITURES</b>	<b>\$11,447,690</b>	<b>\$11,520,255</b>	<b>\$11,461,062</b>	<b>\$11,399,925</b>
<b>AUTHORIZED POSITIONS</b>	<b>160</b>	<b>138</b>	<b>138</b>	<b>132</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>154.50</b>	<b>136.00</b>	<b>136.00</b>	<b>132.00</b>

**MISSION STATEMENT**

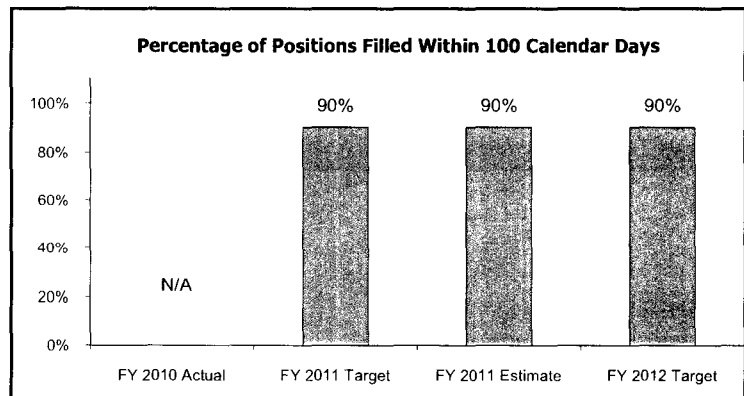
*The Human Resources Department provides the City organization with effective human resource management services that focus on our customers' needs. We support the City in attracting and retaining a qualified and capable workforce to provide high quality services to the citizens of San Antonio.*

**PERFORMANCE MEASURE RESULTS**

Performance Measure	2010 Actual	2011 Target	2011 Estimate	2012 Target
Percentage of Managers indicating that supervisor performance improved as a result of Supervisory Training Academy	N/A	80%	84%	80%
Voluntary Turnover Rate	N/A	6.00%	6.61%	7.00%
Percentage of positions filled within 100 calendar days (measured from posting date to start date)	N/A	90%	90%	90%
Percentage of EEO complaints resolved using COSA internal process without resulting in an external agency investigation	N/A	80%	93%	80%

**Percentage of Positions Filled Within 100 Calendar Days**

The Human Resources Department strives to help departments fill positions in a timely manner. This goal tracks the percentage of vacant positions that are filled within 100 days, measured from date of posting to start date.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

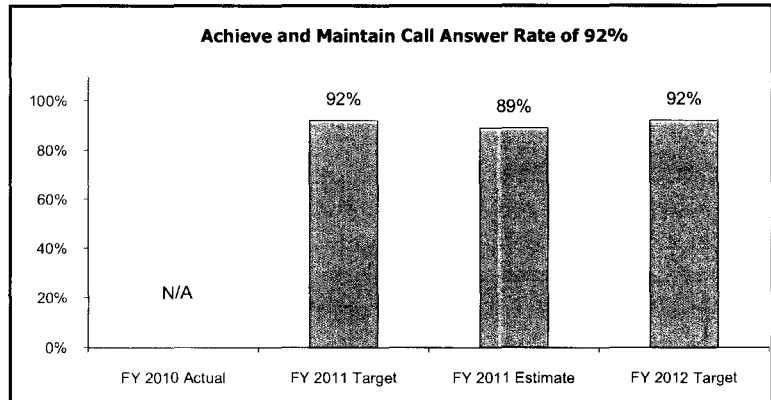
	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$3,073,447	\$3,382,759	\$3,250,927	\$3,215,448
CONTRACTUAL SERVICES	293,786	331,910	314,349	183,785
COMMODITIES	47,741	36,862	34,491	36,862
SELF INSURANCE/OTHER	375,524	381,013	372,958	299,904
CAPITAL OUTLAY	7,577	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$3,798,075</b>	<b>\$4,132,544</b>	<b>\$3,972,725</b>	<b>\$3,735,999</b>
<b>AUTHORIZED POSITIONS</b>	<b>43</b>	<b>44</b>	<b>44</b>	<b>42</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>43.00</b>	<b>44.00</b>	<b>44.00</b>	<b>42.00</b>

**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Achieve and maintain call answer rate of 92%	N/A	92%	89%	92%

**Achieve and maintain call answer rate of 92%**

Percentage of customer calls answered on first try.



**EMPLOYEE BENEFITS FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
ADMINISTRATION-CITY	\$2,741,983	\$3,394,404	\$3,086,892	\$3,994,478
ADMINISTRATION-CONTRACTS	4,311,169	4,716,894	4,603,942	4,797,061
CLAIMS	85,316,024	95,107,745	88,367,372	93,054,965
PAYMENTS	6,028,609	6,056,037	5,368,788	5,624,187
TRANSFERS	3,581,665	924,528	924,528	946,902
<b>TOTAL EXPENDITURES</b>	<b>\$101,979,450</b>	<b>\$110,199,608</b>	<b>\$102,351,522</b>	<b>\$108,417,593</b>
<b>AUTHORIZED POSITIONS</b>	<b>23</b>	<b>23</b>	<b>23</b>	<b>27</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>23.00</b>	<b>23.00</b>	<b>23.00</b>	<b>27.00</b>

**HUMAN RESOURCES**

**SELF-INSURANCE LIABILITY FUND**

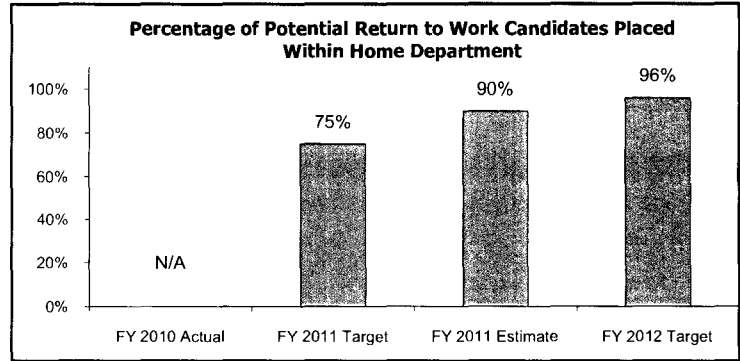
**SELF-INSURANCE WORKERS' COMPENSATION FUND**

**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Percentage of eligible return to work candidates (Workers' Comp) placed within home department	N/A	75%	90%	96%

**Percentage of eligible return-to-work candidates placed within home department**

Percentage of Workers' Comp candidates placed within home department.



**SELF-INSURANCE LIABILITY FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
ADMINISTRATION-CITY	\$1,629,033	\$1,722,658	\$1,615,026	\$1,800,368
ADMINISTRATION-CONTRACTS	757,032	723,846	738,071	806,548
CLAIMS-INSURANCE	8,669,252	5,932,086	6,246,576	6,868,602
PREMIUMS-EXCESS LIABILITY	1,756,612	1,955,805	1,788,665	1,968,238
TRANSFERS	353,841	803,523	803,523	340,566
<b>TOTAL EXPENDITURES</b>	<b>\$13,165,770</b>	<b>\$11,137,918</b>	<b>\$11,191,861</b>	<b>\$11,784,322</b>
<b>AUTHORIZED POSITIONS</b>	<b>19</b>	<b>19</b>	<b>19</b>	<b>19</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>19.00</b>	<b>19.00</b>	<b>19.00</b>	<b>19.00</b>

**SELF-INSURANCE WORKERS' COMPENSATION FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
ADMINISTRATION-CITY	\$2,001,678	\$2,126,696	\$2,038,651	\$2,181,680
ADMINISTRATION-CONTRACTS	1,013,716	1,097,254	1,092,713	1,192,886
PREMIUMS-EXCESS LIABILITY	277,881	391,270	311,412	500,000
CLAIMS-INSURANCE	13,973,345	13,071,874	13,169,373	13,726,776
TRANSFERS	430,363	415,272	415,272	415,272
<b>TOTAL EXPENDITURES</b>	<b>\$17,696,983</b>	<b>\$17,102,366</b>	<b>\$17,027,421</b>	<b>\$18,016,614</b>
<b>AUTHORIZED POSITIONS</b>	<b>22</b>	<b>22</b>	<b>22</b>	<b>22</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>22.00</b>	<b>22.00</b>	<b>22.00</b>	<b>22.00</b>

**MISSION STATEMENT**

*To strengthen the community through human services investments.*

**PERFORMANCE MEASURE RESULTS**

	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Total income tax refunds returned through Volunteer Income Tax Assistance (VITA) program	\$73.5 M	\$71 M	\$61.7 M <sup>1</sup>	\$61 M <sup>2</sup>
Average number of meals served daily to seniors	3,800	3,500 <sup>3</sup>	3,415	3,500
Number of participants served through Café College	N/A	2,500	5,500	7,000
Average number of children served monthly through Child Care and Child Development Services	18,134	18,488	18,699	15,950 <sup>4</sup>

<sup>1</sup>Lower than anticipated due to change in tax law disallowing alternative refund anticipation loans offered by VITA

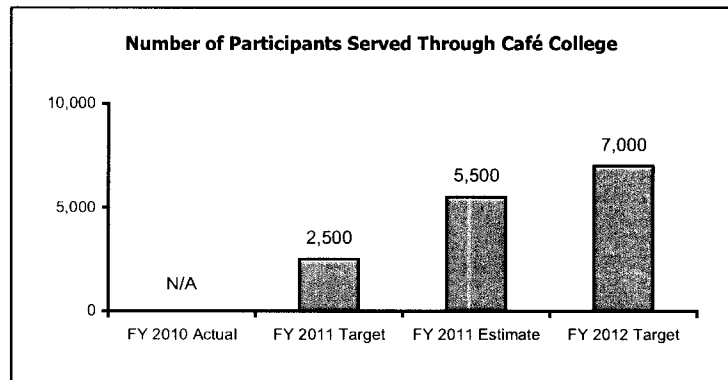
<sup>2</sup>Target reduction due to proposed reduction in VITA sites in FY 2011

<sup>3</sup>Target reduction due to more efficient purchasing to minimize unutilized meals

<sup>4</sup>Target reduction due to one-time stimulus funding received FY 2010-2011

**Number of participants served through Café College**

Through a delegate agency contract with the San Antonio Education Partnership, the City of San Antonio offers one stop college access services at Café College. Café College helps students decide on a career, apply to college, and identify and apply for financial aid. Café College began operations in September 2010, and will continue to increase capacity in FY 2012.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$7,775,547	\$7,611,387	\$7,647,039	\$6,995,475
CONTRACTUAL SERVICES	11,026,606	4,856,858	4,633,319	5,816,970
COMMODITIES	248,609	261,770	273,635	282,991
SELF INSURANCE/OTHER	2,352,655	2,351,207	2,526,332	2,164,644
CAPITAL OUTLAY	265,129	0	0	0
TRANSFERS	3,719,970	3,925,204	3,925,204	3,406,454
<b>TOTAL EXPENDITURES</b>	<b>\$25,388,516</b>	<b>\$19,006,426</b>	<b>\$19,005,529</b>	<b>\$ 18,666,534</b>
<b>AUTHORIZED POSITIONS</b>	<b>141</b>	<b>134</b>	<b>134</b>	<b>122</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>140.00</b>	<b>133.00</b>	<b>133.00</b>	<b>121.00</b>



**INFORMATION TECHNOLOGY SERVICES**  
**INFORMATION TECHNOLOGY SERVICES FUND**

**MISSION STATEMENT**

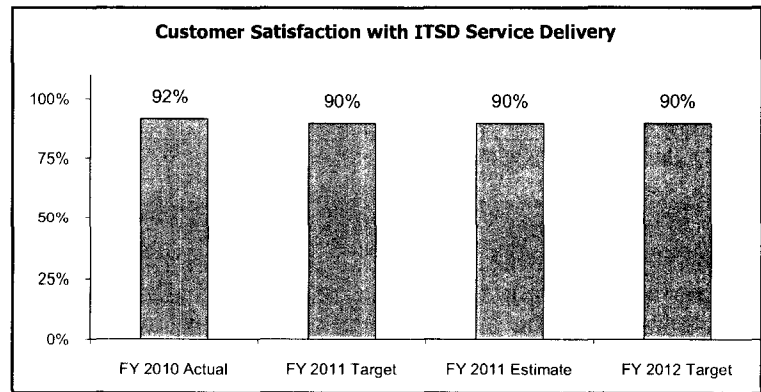
*The Information Technology Services Department is dedicated to providing secure, reliable, and responsive enterprise-level technology and business solutions that facilitate and enhance the City's effectiveness in serving the citizens of San Antonio.*

**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Achieve 90% customer satisfaction with ITSD service delivery	92%	90%	90%	90%
Deliver 85% of all approved IT projects successfully based on ITSD-established project standards	80%	85%	85%	90%
Deliver 85% of all cataloged services at or above service level objectives	80%	85%	85%	90%

**Customer Satisfaction with ITSD Service Delivery**

ITSD offers an automated support survey to City personnel who have requested IT support. ITSD uses this information as one of the metrics to determine the level of satisfaction based on the delivery of IT services. The results assist ITSD in addressing areas where service delivery can be improved.



**INFORMATION TECHNOLOGY SERVICES FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$17,498,382	\$19,608,536	\$18,386,302	\$18,773,163
CONTRACTUAL SERVICES	15,677,285	17,403,924	17,670,609	17,790,814
COMMODITIES	216,627	182,635	145,318	186,221
SELF INSURANCE/OTHER	5,518,193	5,092,283	5,035,836	4,970,754
CAPITAL OUTLAY	417,264	175,000	175,000	411,631
TRANSFERS	4,165,559	1,759,252	615,262	1,675,262
<b>TOTAL EXPENDITURES</b>	<b>\$43,493,310</b>	<b>\$44,221,630</b>	<b>\$42,028,327</b>	<b>43,807,845</b>
<b>AUTHORIZED POSITIONS</b>	<b>237</b>	<b>236</b>	<b>236</b>	<b>229</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>237.00</b>	<b>236.00</b>	<b>236.00</b>	<b>229.00</b>

**MISSION STATEMENT**

*To protect, promote and advance the City's legislative and regulatory interests with a customer service approach in collaboration with City departments, community partners, and other stakeholders.*

**PERFORMANCE MEASURE RESULTS**

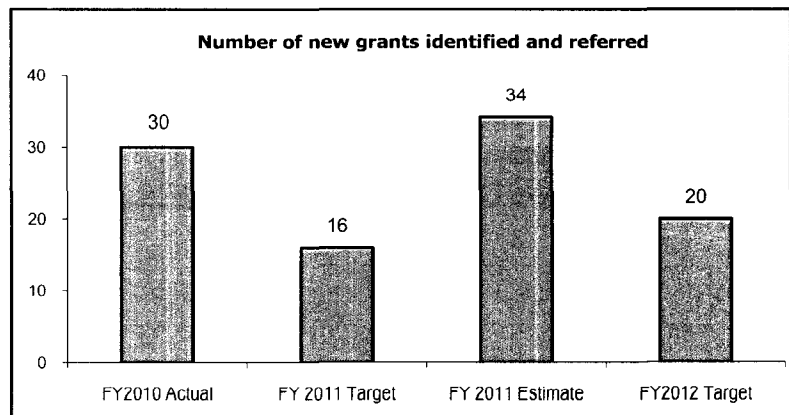
Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Achieve 10 to 1 Return on Investment (ROI) for federal funding initiatives on amount paid to Federal Consultant team. To be measured over 2 year Congressional Session	N/A	\$2M per FY or \$4M for 112th Congress	\$2M	N/A
Obtain 70% passage of 112th Congress (1st & 2nd) Sessions of the Federal Legislative Program "Policy Initiatives"	N/A	70% for 112 <sup>th</sup> Congress	N/A*	N/A
Obtain 70% passage of 82nd State Legislative Session Priority Initiatives	N/A	70%	67%	N/A
Identify and refer at least sixteen (16) new grants and achieve 85% customer satisfaction rating for technical assistance provided to customers receiving grant referrals	30	16/85%	34/85%	20

\*Applicable legislation is Pending

2012 Performance Measure	Target
Successfully secure funding in the Administration's FY 2013 Budget for one of the City's Priority Federal Initiatives	1
Obtain \$2M in federal funding for City's federal initiatives	\$2M
Identify and refer at least twenty (20) new grants to City Departments	20
Host four (4) public legislative/regulatory hearings for federal and/or state committees	4
Coordinate three (3) tours/presentations of projects for State & Federal Legislators and/or their staff	3

**Identify and refer at least (16) new grants to City Departments**

This measure represents the number of new grants researched, identified and referred to City Departments for analysis to supplement city priority projects.



**INTERGOVERNMENTAL RELATIONS****GENERAL FUND****GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$468,363	\$522,914	\$536,170	\$563,001
CONTRACTUAL SERVICES	351,742	503,971	482,340	404,898
COMMODITIES	14,721	6,971	10,308	6,971
SELF INSURANCE/OTHER	25,830	24,561	27,877	26,508
CAPITAL OUTLAY	1,794	0	972	0
<b>TOTAL EXPENDITURES</b>	<b>\$862,450</b>	<b>\$1,058,417</b>	<b>\$1,057,667</b>	<b>\$1,001,378</b>
<b>AUTHORIZED POSITIONS</b>	<b>5</b>	<b>6</b>	<b>6</b>	<b>6</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>5.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>

**INTERNATIONAL RELATIONS OFFICE  
COMMUNITY & VISITOR FACILITIES FUND**

**MISSION STATEMENT**

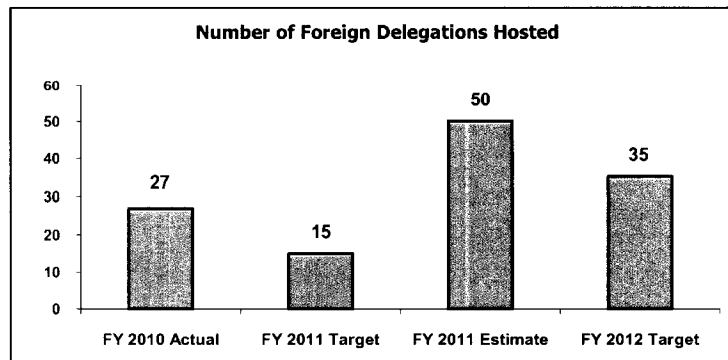
*The International Relations Office develops and maintains foreign relations for the City of San Antonio fostering partnerships that increase global visibility, cultural understanding and economic growth.*

**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Number of foreign delegations	27	15	50	35
New economic development contacts elicited among existing official relationships without a foreign trade office program	N/A	7	14	15

**Number of Foreign Delegations Hosted**

This measure represents the work of the International Relations Office to promote international relations by hosting international dignitaries and nurturing long term relationships worldwide.



**COMMUNITY & VISITOR FACILITIES EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$448,287	\$527,450	\$399,260	\$443,465
CONTRACTUAL SERVICES	302,757	348,902	344,104	350,739
COMMODITIES	40,174	45,722	47,917	45,722
SELF INSURANCE/OTHER	40,504	28,826	35,974	22,186
CAPITAL OUTLAY	0	1,700	764	4,020
<b>TOTAL EXPENDITURES</b>	<b>\$831,722</b>	<b>\$952,600</b>	<b>\$828,019</b>	<b>\$866,132</b>
<b>AUTHORIZED POSITIONS</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>5</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>	<b>5.00</b>

**MISSION STATEMENT**

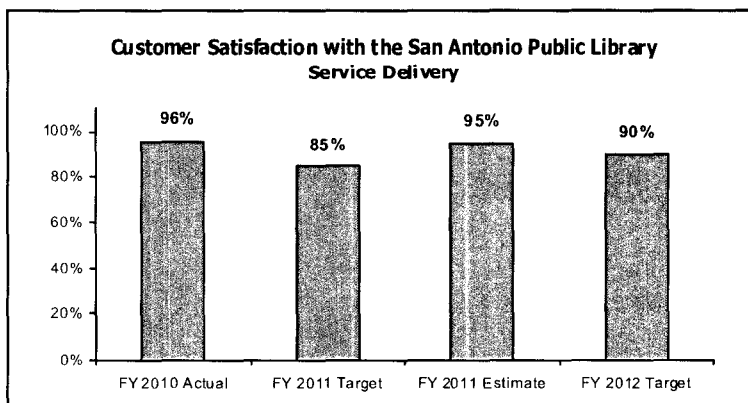
*San Antonio Public Library changes lives through the transformative power of information, imagination, and ideas.*

**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Customer satisfaction with San Antonio Public Library's service delivery	96%	85%	95%	90%
Customer satisfaction with access to information provided by the San Antonio Public Library	90%	85%	90%	87%
Customer satisfaction with assistance in accessing all of the Library's resources	93%	85%	90%	85%
Customer satisfaction with Library facilities and equipment	95%	85%	95%	85%
Customer satisfaction with programs offered by the San Antonio Public Library	87%	85%	90%	85%

**Achieve 90% customer satisfaction with the San Antonio Public Library's service delivery**

This measure represents customer satisfaction for the San Antonio Public Library's service delivery.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$17,752,368	\$20,425,862	\$20,056,285	\$20,943,128
CONTRACTUAL SERVICES	3,415,995	3,012,245	2,983,458	3,622,665
COMMODITIES	3,587,646	4,786,436	4,798,501	4,566,849
SELF INSURANCE/OTHER	3,904,747	4,184,081	4,186,807	4,118,463
CAPITAL OUTLAY	242,406	342,400	342,847	0
<b>TOTAL EXPENDITURES</b>	<b>\$28,903,162</b>	<b>\$32,751,024</b>	<b>\$32,367,898</b>	<b>\$33,251,105</b>
<b>AUTHORIZED POSITIONS</b>	<b>489</b>	<b>533</b>	<b>533</b>	<b>530</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>404.00</b>	<b>440.00</b>	<b>440.00</b>	<b>437.00</b>

**MISSION STATEMENT**

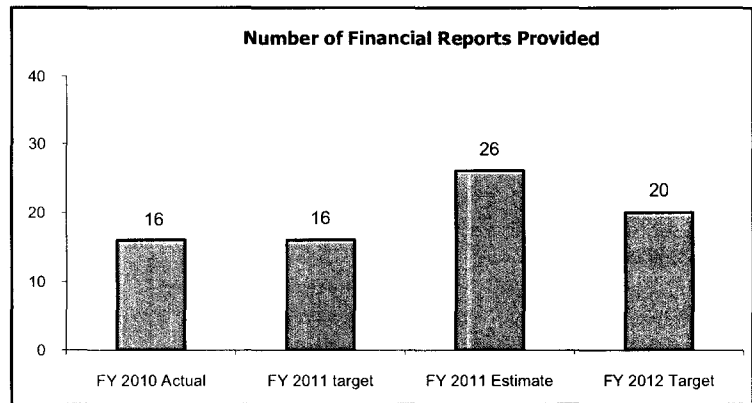
*The Office of Management & Budget will provide City departments with fiscal planning, analysis, and management services that contribute toward the development and delivery of City Service plans enabling the effective and efficient delivery of City Services.*

**PERFORMANCE MEASURE HIGHLIGHTS**

	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Provide financial analysis and reporting of key service and policy issues impacting the City's Budget (Number of Financial Reports Provided)	16	16	26	20
Provide Comprehensive Budget Reviews, strategic analysis, and recommendations for key operational and policy areas impacting the City	5	6	6	9
Provide information to the public through Community Outreach Efforts (Number of Community Outreach Effort)	27	20	26	27

**Number of Financial Reports Provided**

This measure represents the number of financial reports provided for reporting of key service policy issues impacting the City's Budget.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$1,679,667	\$2,105,157	\$2,117,640	\$2,260,676
CONTRACTUAL SERVICES	143,484	138,493	108,921	137,018
COMMODITIES	16,171	19,160	14,889	19,160
SELF INSURANCE/OTHER	172,007	173,463	180,288	173,295
CAPITAL OUTLAY	0	0	10,762	0
<b>TOTAL EXPENDITURES</b>	<b>\$2,011,329</b>	<b>\$2,436,273</b>	<b>\$2,432,500</b>	<b>\$2,590,149</b>
<b>AUTHORIZED POSITIONS</b>	<b>22</b>	<b>25</b>	<b>25</b>	<b>26</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>22.00</b>	<b>25.00</b>	<b>25.00</b>	<b>26.00</b>

**MISSION STATEMENT**

*We will deliver quality city services and commit to achieve San Antonio's vision of prosperity for our diverse, vibrant and historic community.*

**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$1,256,790	\$1,366,980	\$1,366,980	\$1,337,888
CONTRACTUAL SERVICES	553,422	641,237	641,237	506,504
COMMODITIES	116,111	163,649	163,649	120,649
SELF INSURANCE/OTHER	2,675,637	2,928,520	2,928,520	3,205,815
CAPITAL OUTLAY	50,700	13,907	13,907	0
<b>TOTAL EXPENDITURES</b>	<b>\$4,652,660</b>	<b>\$5,114,293</b>	<b>\$5,114,293</b>	<b>\$5,170,856</b>
<b>AUTHORIZED POSITIONS</b>	<b>17</b>	<b>17</b>	<b>17</b>	<b>17</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>17.00</b>	<b>17.00</b>	<b>17.00</b>	<b>17.00</b>

**OFFICE OF MILITARY AFFAIRS**

**OFFICE OF ECONOMIC ADJUSTMENT GRANT  
GENERAL FUND**

**MISSION STATEMENT**

*The mission of the Office of Military Affairs is to work with the military to sustain and enhance mission readiness, develop and institutionalize relations to strengthen a Community – Military Partnership, and to provide an official formalized point of contact for the military on issues of common concern.*

**PERFORMANCE MEASURE RESULTS**

In previous years, performance measures for the Office of Military Affairs focused on efforts related to the Base Realignment and Closure (BRAC) program, which has now been completed. As a result, the Office has developed new measures that reflect new initiatives and activities for FY 2012.

Percentage of recommendations from the Lackland Joint Land Use Study implemented for which the City is primary	30%
Initiation of Grants/Projects to help establish a formal Community-Military Partnership	2 grants
Office of Military Affairs employees that attend training/professional development courses	4 employees
Joint Community-Military Meetings on Major Issues of Interest or Common Concern	8 meetings
Independent meetings, contacts, and events with both military and civilian parties to help with issues of common concern or requests for information or assistance	40 events

**OFFICE OF ECONOMIC ADJUSTMENT OPERATIONAL SUPPORT GRANT EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$250,885	\$423,737	\$423,737	\$380,000
CONTRACTUAL SERVICES	386,665	112,500	112,500	36,000
COMMODITIES	8,526	46,551	46,551	35,100
SELF INSURANCE/OTHER	699	0	0	0
CAPITAL OUTLAY	2,196	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$648,971</b>	<b>\$582,788</b>	<b>\$582,788</b>	<b>\$451,100</b>
<b>AUTHORIZED POSITIONS</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>4</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>4.00</b>

**OFFICE OF ECONOMIC ADJUSTMENT COMMUNITY-MILITARY PARTNERSHIP STUDY GRANT EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
CONTRACTUAL SERVICES	N/A	N/A	N/A	\$607,500
<b>TOTAL EXPENDITURES</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$607,500</b>



**OFFICE OF MILITARY AFFAIRS**  
**OFFICE OF ECONOMIC ADJUSTMENT GRANT**  
**GENERAL FUND**

**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$2,814	\$0	\$0	\$0
CONTRACTUAL SERVICES	282	12,115	9,115	9,115
COMMODITIES	16	338	338	338
SELF INSURANCE/OTHER	1,073	2,500	5,500	4,005
<b>TOTAL EXPENDITURES</b>	<b>\$4,185</b>	<b>\$14,953</b>	<b>\$14,953</b>	<b>\$13,458</b>

**MUNICIPAL COURT****GENERAL FUND  
TECHNOLOGY FUND****MISSION STATEMENT**

*The mission of the Court is to serve all individuals with pride, justice, and integrity by providing an impartial forum, trust and confidence, and expeditious resolution of all Court matters.*

**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$8,987,525	\$9,993,230	\$9,482,205	\$10,469,659
CONTRACTUAL SERVICES	671,255	708,428	706,169	705,483
COMMODITIES	183,270	146,361	213,535	179,580
SELF INSURANCE/OTHER	1,457,237	1,496,223	1,483,940	1,286,177
CAPITAL OUTLAY	9,471	0	20,333	0
<b>TOTAL EXPENDITURES</b>	<b>\$11,308,758</b>	<b>\$12,344,242</b>	<b>\$11,906,182</b>	<b>\$12,640,899</b>
<b>AUTHORIZED POSITIONS</b>	<b>190</b>	<b>195</b>	<b>195</b>	<b>196</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>179.40</b>	<b>184.40</b>	<b>184.40</b>	<b>185.40</b>

**MUNICIPAL COURT TECHNOLOGY FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$8,296	\$59,781	\$8,909	\$56,987
CONTRACTUAL SERVICES	369,804	577,987	434,439	661,889
COMMODITIES	703	0	1,393	0
SELF INSURANCE/OTHER	15,476	6,649	10,417	5,777
CAPITAL OUTLAY	55,889	0	105,202	0
TRANSFERS	458	6,079	6,079	6,079
<b>TOTAL EXPENDITURES</b>	<b>\$450,626</b>	<b>\$650,496</b>	<b>\$566,439</b>	<b>\$730,732</b>
<b>AUTHORIZED POSITIONS</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>

**MUNICIPAL COURT****SECURITY FUND  
JUVENILE CASE MANAGER FUND****MUNICIPAL COURT SECURITY FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$361,487	\$413,558	\$401,540	\$429,016
CONTRACTUAL SERVICES	193,173	21,080	40,624	28,171
COMMODITIES	2,790	8,005	331	8,005
SELF INSURANCE/OTHER	31,679	36,818	36,871	32,775
CAPITAL OUTLAY	163,445	0	0	0
TRANSFERS	3,663	14,913	14,913	14,913
<b>TOTAL EXPENDITURES</b>	<b>\$756,237</b>	<b>\$494,374</b>	<b>\$494,279</b>	<b>\$512,880</b>
<b>AUTHORIZED POSITIONS</b>	<b>8</b>	<b>9</b>	<b>9</b>	<b>9</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>8.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>

**JUVENILE CASE MANAGER FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$360,844	\$538,677	\$501,265	\$574,369
CONTRACTUAL SERVICES	2,563	0	0	2,500
COMMODITIES	260	0	0	0
SELF INSURANCE/OTHER	20,453	33,100	33,305	33,269
CAPITAL OUTLAY	0	10,000	46,835	0
<b>TOTAL EXPENDITURES</b>	<b>\$384,120</b>	<b>\$581,777</b>	<b>\$581,405</b>	<b>\$610,138</b>
<b>AUTHORIZED POSITIONS</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>10</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>

**MUNICIPAL ELECTIONS****GENERAL FUND****MISSION STATEMENT**

*THE OFFICE OF THE CITY CLERK SHALL ADMINISTER JOINT MAYORAL, CITY COUNCIL, AND SPECIAL MUNICIPAL ELECTIONS WITH BEXAR COUNTY AS PRESCRIBED BY THE CITY OF SAN ANTONIO AND STATE LAW.*

**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$0	\$1,000	\$800	\$0
CONTRACTUAL SERVICES	35,204	1,618,720	1,450,465	1,405,427
COMMODITIES	2,335	6,075	6,075	4,500
SELF INSURANCE/OTHER	8,090	83	83	2,089
CAPITAL OUTLAY	0	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$45,629</b>	<b>\$1,625,878</b>	<b>\$1,457,423</b>	<b>\$1,412,016</b>
<b>AUTHORIZED POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**NON-DEPARTMENTAL  
COMMUNITY & VISITOR FACILITIES FUND**

**COMMUNITY AND VISITOR FACILITIES EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$204,500	\$87,380	\$87,380	\$80,753
CONTRACTUAL SERVICES	1,754,168	1,763,800	1,763,800	2,251,277
COMMODITIES	0	2,450	2,450	2,450
SELF INSURANCE / OTHER	17,916	4,173	4,173	3,275
CAPITAL OUTLAY	0	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$1,978,584</b>	<b>\$1,857,803</b>	<b>\$1,857,803</b>	<b>\$2,337,755</b>
<b>AUTHORIZED POSITIONS</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>

**NON-DEPARTMENTAL/NON-OPERATING**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
ADMINISTRATION—PERSONNEL SERVICES	\$204,500	\$87,380	\$87,380	\$80,753
ADMINISTRATION—CONTRACTUAL HOSTING OBLIGATIONS	182,333	422,309	422,309	972,309
ADMINISTRATION—COMMODITIES	1,571,835	1,341,491	1,341,491	1,278,968
ADMINISTRATION – SELF INSURANCE / OTHER	0	2,450	2,450	2,450
CAPITAL	17,916	4,173	4,173	3,275
	0	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$1,978,584</b>	<b>\$1,857,803</b>	<b>\$1,857,803</b>	<b>\$2,337,755</b>

**NON-DEPARTMENTAL  
COUNCIL ACTION TEAM**

**GENERAL FUND**

**MISSION STATEMENT**

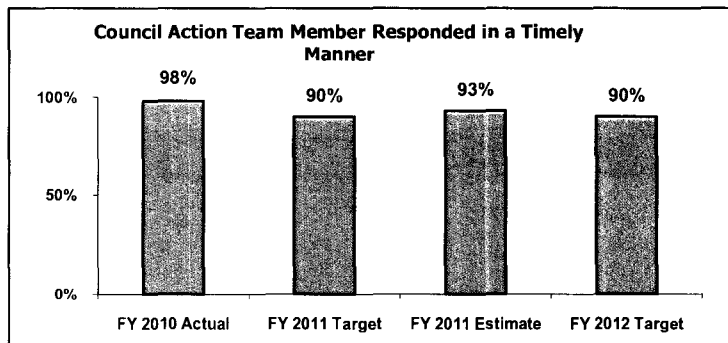
*The mission of the Council Action Team is to provide an accountable point of contact to the City Council members and community to better address priority service delivery issues by facilitating communications with Council members and City departments, and by proactively resolving neighborhood concerns.*

**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Percent of customers that indicated Council Action Team member responded in a timely manner	98%	90%	93%	90%
Percent of customers that indicated Council Action Team member satisfied customer concerns within the limitations of City policies and code ordinances	97%	90%	93%	90%
Percent of customers that indicated Council Action Team member exemplified a courteous and friendly attitude toward customers	99%	90%	95%	90%
Percent of customers that indicated Council Action Team member was knowledgeable about the service provided to the customer	98%	90%	94%	90%

**Council Action Team member responded in a timely manner**

This measure represents the percent of customers that said the Council Action Team member responded to the customer's concern in a timely manner.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$322,017	\$368,893	\$353,333	\$349,002
CONTRACTUAL SERVICES	2,076	3,243	5,962	3,243
COMMODITIES	992	4,686	4,106	4,686
SELF INSURANCE/OTHER	41,265	46,114	46,114	35,379
CAPITAL OUTLAY	245	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$366,595</b>	<b>\$422,936</b>	<b>\$409,515</b>	<b>\$392,310</b>
<b>AUTHORIZED POSITIONS</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>

**NON-DEPARTMENTAL  
OFFICE OF ENVIRONMENTAL POLICY**

**SOLID WASTE FUND**

**MISSION STATEMENT**

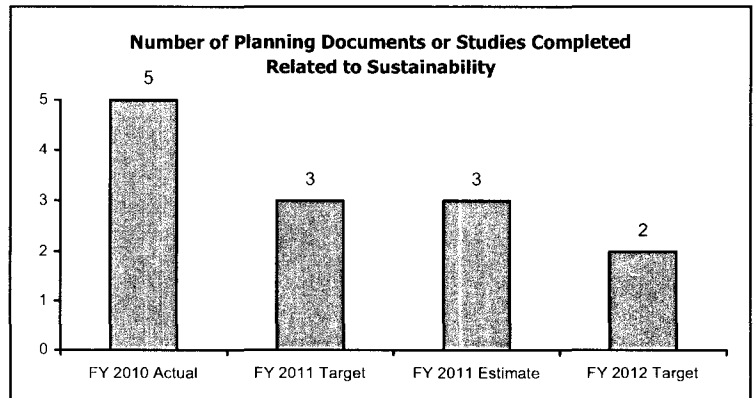
*The Office of Environmental Policy is committed to developing and enabling innovative, practical and wide-ranging sustainability programs, policies and regulations fostering sustainable economic development, environmental quality and improved quality of life.*

**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Programs/projects implemented that provide a reduction in vehicle miles traveled	3	3	4	2
Projects implemented at City facilities that provide energy and/or water savings	59	50	46	20
Partnerships created that benefit the City	5	2	8	2
Planning documents or studies completed related to sustainability	5	3	3	2
Community projects completed that provide energy savings	918	1,000	4,678	4,250

**Number of planning documents or studies completed related to sustainability**

This measure represents deliverables that provide findings, data, and recommendations to further the City's sustainability goals.



**SOLID WASTE FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$454,409	\$561,643	\$564,789	\$609,022
CONTRACTUAL SERVICES	43,474	44,006	35,778	34,283
COMMODITIES	7,724	2,000	2,978	2,000
SELF INSURANCE/OTHER	25,138	29,065	32,343	26,163
CAPITAL OUTLAY	376	1,153	1,938	1,556
<b>TOTAL EXPENDITURES</b>	<b>\$531,121</b>	<b>\$637,867</b>	<b>\$637,826</b>	<b>\$673,024</b>
<b>AUTHORIZED POSITIONS</b>	<b>5</b>	<b>7</b>	<b>7</b>	<b>7</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>5.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>

**NON-DEPARTMENTAL  
OFFICE OF HISTORIC PRESERVATION  
DEVELOPMENT SERVICES FUND**

*MISSION STATEMENT*

*The Office of Historic Preservation is committed to the preservation, protection, and promotion of San Antonio's historic, cultural, architectural, and archaeological resources through implementation of a review process, promotion of harmonious development, and public education.*

**DEVELOPMENT SERVICES FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$555,350	\$719,792	\$696,522	\$719,585
CONTRACTUAL SERVICES	20,132	23,077	16,816	23,077
COMMODITIES	4,427	5,797	7,719	5,797
SELF INSURANCE/OTHER	43,012	41,790	42,196	35,364
<b>TOTAL EXPENDITURES</b>	<b>\$622,921</b>	<b>\$790,456</b>	<b>\$763,253</b>	<b>\$783,823</b>
<b>AUTHORIZED POSITIONS</b>	<b>10</b>	<b>11</b>	<b>11</b>	<b>11</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>10.00</b>	<b>11.00</b>	<b>11.00</b>	<b>11.00</b>



## NON-DEPARTMENTAL/NON-OPERATING HIGHLIGHTS - FY 2012

◆ **Accrued Annual, Personal & Sick Leave** **\$854,246**

This amount represents the General Fund portion of FY 2012 estimated liability for payment of accrued annual, personal and sick leave.

◆ **Street Lighting Energy Charges** **\$12,268,518**

◆ **Traffic Signal Light Energy Charges** **\$1,645,193**

These budgets provide for the energy costs of the traffic signals and the energy costs and equipment amortization of street lighting.

◆ **Professional Fees & Services** **\$2,249,074**

This budget provides resources for professional studies and third party legal services. Funds are budgeted for other professional services to include City Property Tax Collection and outside auditors used annually in the development of the City's Comprehensive Annual Financial Report (CAFR).

◆ **Sales Tax Collection Expense** **\$4,431,190**

This budget contains the estimated administrative fee charged by the State Comptroller for collection of the local sales tax. The amount charged is two percent of the revenue collected.

◆ **Reserve for Fringe Benefits Adjustments** **\$144,784**

This budget includes the annual requirement under state law for the City to fund annual cost-of-living increases for pre-1971 retired Police Officers and Firefighters. A reserve amount is also included to offset potential additional liabilities for unemployment compensation.

◆ **Police and Fire Promotional Assessment Centers** **\$620,454**

Under the terms of the respective 1995 collective bargaining agreements with the San Antonio Police Officers Association and the San Antonio Professional Firefighters Association, validated examinations and assessment centers must be used as part of promotional examinations for certain positions. Under these agreements, the services of outside consultants must be acquired to prepare validated promotional examinations and administer the assessment centers.

◆ **Ad Hoc COLA for Retirees** **\$194,053**

The 2012 Proposed Budget includes an Ad Hoc COLA for retirees which approximates to a 2% increase in the retirees annuity.

◆ **Police and Fire Retiree Payouts** **\$7,707,204**

This amount represents the funds available to address estimated police officer and firefighter retiree payouts in FY 2012.

◆ **Lease of Office Space** **\$2,184,170**

This budget consolidates the annual space rental of several General Fund departments, including Police, Health, Human Services, Finance, and Economic Development.

## NON-DEPARTMENTAL/NON-OPERATING HIGHLIGHTS - FY 2012

◆ **Association Dues** **\$901,596**

This amount provides for the annual membership dues for associations to include the Alamo Area Council of Governments, Texas Municipal League, National League of Cities, Austin-San Antonio Corridor Council, Public Technology, Inc., the Free Trade Alliance and the San Antonio Mobility Coalition as well as dues for the Downtown Improvements District.

◆ **Palo Alto Pool Maintenance** **\$49,000**

This budget provides funding for a contractual agreement with Palo Alto College to provide pool maintenance at the Natatorium on campus.

◆ **Bexar Appraisal District** **\$2,438,860**

This budget is the estimated City share of the Bexar Appraisal District annual budget for FY 2012. The cost for a participating entity is based on its pro-rata share of the most recent prior year actual overall tax levy.

◆ **Retired Employees Health Insurance Program** **\$2,502,914**

This funding is required to fund the costs of providing medical benefits to civilian retirees.

**MISSION STATEMENT**

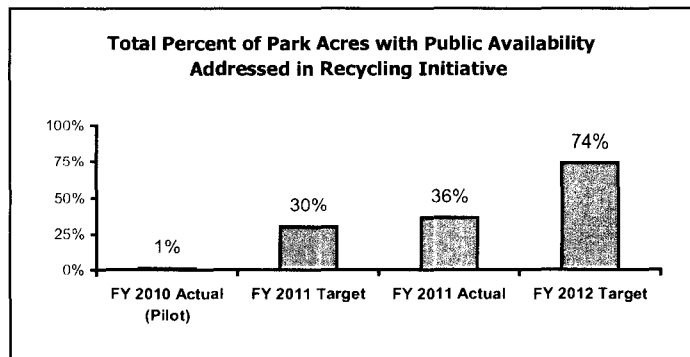
*The mission of the San Antonio Parks and Recreation Department is to provide exceptional parks, facilities, programs and services to improve the quality of life for all.*

**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Actual	FY 2012 Target
Average score on evaluation tool that evaluates minimum standards regarding parks facility maintenance	83%	80%	80%	85%
Percentage of park/facility maintenance projects in the fiscal year under the 5-Year Park Maintenance and Renovation Program completed	87%	65%	65%	80%
Percentage of planned playground equipment replacements scheduled as part of the 5-year replacement plan completed	150%	85%	133%	85%
Complete playground inspections	146	147	147	156
Percentage of registration capacity utilized in the Summer Youth Program	97%	90%	90%	90%
Percentage of survey responses that indicate an increase of environmental awareness due to education programs and the promotion of conservation of natural resources	99%	95%	95%	95%
Implement Recycling Program in City Parks	1%	30%	36%	74%

**Implement Recycling Program in City Parks**

Funding in FY 2010 implemented a program to initiate recycling efforts in City parks, which was expanded in FY 2011. The program supports placement of recycling containers and information in park areas with public availability.



**PARKS & RECREATION****GENERAL FUND****GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$34,765,764	\$37,649,113	\$36,729,183	\$37,655,381
CONTRACTUAL SERVICES	5,945,146	6,631,960	7,314,139	7,103,482
COMMODITIES	3,772,612	4,074,156	3,863,147	3,858,954
SELF INSURANCE/OTHER	9,749,746	10,355,672	10,388,556	10,354,736
CAPITAL OUTLAY	355,019	30,000	30,000	73,300
<b>TOTAL EXPENDITURES</b>	<b>\$54,588,287</b>	<b>\$58,740,901</b>	<b>\$58,325,025</b>	<b>\$59,045,853</b>
<b>AUTHORIZED POSITIONS</b>	<b>801</b>	<b>762</b>	<b>762</b>	<b>711</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>686.28</b>	<b>721.13</b>	<b>721.13</b>	<b>685.63</b>

# PLANNING & COMMUNITY DEVELOPMENT

## GENERAL FUND DEVELOPMENT SERVICES FUND TAX INCREMENT FINANCING FUND

### MISSION STATEMENT

*To improve the livability, economic vitality, and safety of San Antonio neighborhoods, corridors and special districts, through active engagement in strategic planning, reinvestment initiatives and community development policy.*

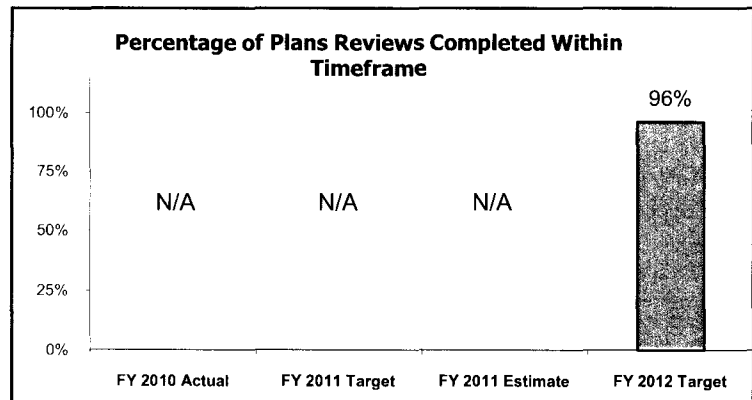
### PERFORMANCE MEASURE RESULTS

Performance Measure	FY 2012 Target
Percentage of Square Miles covered by Sector, Neighborhood, Community, and Perimeter Plans	95%
Percentage of Plans Reviews completed within expected timeframe	96%
Number of Residents attending Job Outreach Events	200
Number of Homes participating in the Lead-based Paint Program	65
Number of Residents Attending Homebuyer Classes (Percentage of attendees who will purchase homes in the next 12-months using the City's down payment assistance funding)	240 Graduates 13% will purchase homes

\*FY 2012 will be the first year for reporting these measures

#### Percentage of Plans Reviews completed within expected timeframe

This measure represents the percentage of plan reviews completed within the expected timeframe of 10 Days.



### GENERAL FUND EXPENDITURES BY CLASSIFICATION

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$212,643	\$271,663	\$200,545	N/A
CONTRACTUAL SERVICES	41,154	125,564	49,480	N/A
COMMODITIES	7,483	13,730	1,569	N/A
SELF INSURANCE/OTHER	8,911	10,449	9,930	N/A
CAPITAL OUTLAY	0	0	0	N/A
<b>TOTAL EXPENDITURES</b>	<b>\$270,191</b>	<b>\$421,406</b>	<b>\$261,524</b>	<b>N/A</b>
<b>AUTHORIZED POSITIONS</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>N/A</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>N/A</b>

# PLANNING & COMMUNITY DEVELOPMENT

## GENERAL FUND DEVELOPMENT SERVICES FUND TAX INCREMENT FINANCING FUND

### FORT SAM HOUSTON COMMUNITY DEVELOPMENT OFFICE GENERAL FUND EXPENDITURES BY CLASSIFICATION

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
<b>REVENUES</b>				
BRAC INITIATIVE IDENTIFIED RESOURCES	\$1,893,543	\$1,654,027	\$1,652,498	\$1,343,995
<b>EXPENSES</b>				
PERSONAL SERVICES	\$69,382	\$61,229	\$59,792	\$0
CONTRACTUAL SERVICES	150,412	1,577,488	246,225	1,343,995
COMMODITIES	9,343	7,500	2,016	0
SELF INSURANCE/OTHER	11,189	7,810	470	0
CAPITAL OUTLAY	719	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$241,045</b>	<b>\$1,654,027</b>	<b>\$308,503</b>	<b>\$1,343,995</b>
<b>AUTHORIZED POSITIONS</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>2.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>

### DEVELOPMENT SERVICES FUND EXPENDITURES BY CLASSIFICATION

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	N/A	\$1,446,384	\$1,352,621	\$1,892,752
CONTRACTUAL SERVICES	N/A	67,733	61,174	451,464
COMMODITIES	N/A	30,000	10,172	32,513
SELF INSURANCE/OTHER	N/A	413,700	399,663	344,967
CAPITAL OUTLAY	N/A	0	0	39,392
<b>TOTAL EXPENDITURES</b>	<b>N/A</b>	<b>\$1,957,817</b>	<b>\$1,823,630</b>	<b>\$2,761,088</b>
<b>AUTHORIZED POSITIONS</b>	<b>N/A</b>	<b>23</b>	<b>23</b>	<b>27</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>N/A</b>	<b>23.00</b>	<b>23.00</b>	<b>24.00</b>

**PLANNING & COMMUNITY DEVELOPMENT****GENERAL FUND  
DEVELOPMENT SERVICES FUND  
TAX INCREMENT FINANCING FUND****TAX INCREMENT FINANCING FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$333,401	\$429,347	\$331,390	\$435,290
CONTRACTUAL SERVICES	4,798	22,500	21,444	22,500
COMMODITIES	3,294	6,953	317	6,953
SELF INSURANCE/OTHER	34,309	26,480	26,490	23,641
CAPITAL OUTLAY	2,010	4,612	4,612	0
TRANSFERS	67,250	72,671	72,671	0
<b>TOTAL EXPENDITURES</b>	<b>\$445,062</b>	<b>\$562,563</b>	<b>\$456,924</b>	<b>\$488,384</b>
<b>AUTHORIZED POSITIONS</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>

**MISSION STATEMENT**

*To provide quality community-oriented services, while building problem-solving partnerships with our citizens to prevent crime, reduce fear, and enhance the quality of life throughout our community, always treating people with dignity, fairness, and respect.*

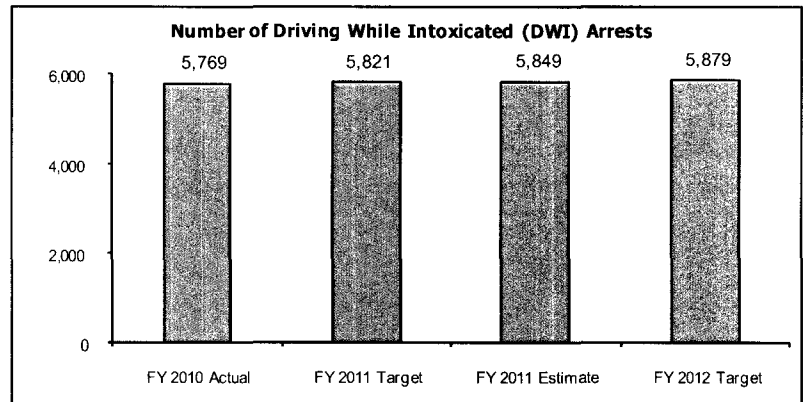
**PERFORMANCE MEASURE RESULTS**

	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Average Emergency Response Time from Call In-take to Arrival	N/A <sup>1</sup>	8.00	8.2	8.00
Number of Driving While Intoxicated (DWI) Arrests	5,769	5,821	5,849	5,879

<sup>1</sup> Department began tracking measure in FY 2011 with new dispatch system.

**Number of Driving While Intoxicated (DWI) Arrests**

This measure represents the number of Driving While Intoxicated (DWI) arrests.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$267,670,282	\$282,301,370	\$281,602,363	\$290,815,790
CONTRACTUAL SERVICES	11,371,316	12,126,634	12,219,633	12,270,840
COMMODITIES	3,420,224	3,732,848	3,821,528	3,763,209
SELF INSURANCE/OTHER	31,081,565	31,871,091	32,482,867	31,964,029
CAPITAL OUTLAY	1,533,198	867,928	1,186,850	90,845
TRANSFERS	294,005	3,297,281	2,883,786	3,747,007
<b>TOTAL EXPENDITURES</b>	<b>315,370,590</b>	<b>\$334,197,152</b>	<b>\$334,197,027</b>	<b>\$342,651,720</b>
<b>AUTHORIZED POSITIONS</b>	<b>2,892</b>	<b>2,900</b>	<b>2,900</b>	<b>2,913</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>2,892.00</b>	<b>2,900.00</b>	<b>2,900.00</b>	<b>2,913.00</b>



**POLICE****CHILD SAFETY FUND****CHILD SAFETY FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$1,323,797	\$1,748,187	\$1,332,390	\$1,679,791
CONTRACTUAL SERVICES	8,601	3,454	10,118	3,454
COMMODITIES	28,132	33,049	13,112	33,049
SELF INSURANCE/OTHER	473,465	440,759	602,130	425,934
TRANSFERS	376,979	322,237	289,479	24,385
<b>TOTAL EXPENDITURES</b>	<b>\$2,210,974</b>	<b>\$2,547,686</b>	<b>\$2,247,229</b>	<b>\$2,166,613</b>
<b>AUTHORIZED POSITIONS</b>	<b>262</b>	<b>262</b>	<b>262</b>	<b>262</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>127.32</b>	<b>127.32</b>	<b>127.32</b>	<b>127.32</b>

**MISSION STATEMENT**

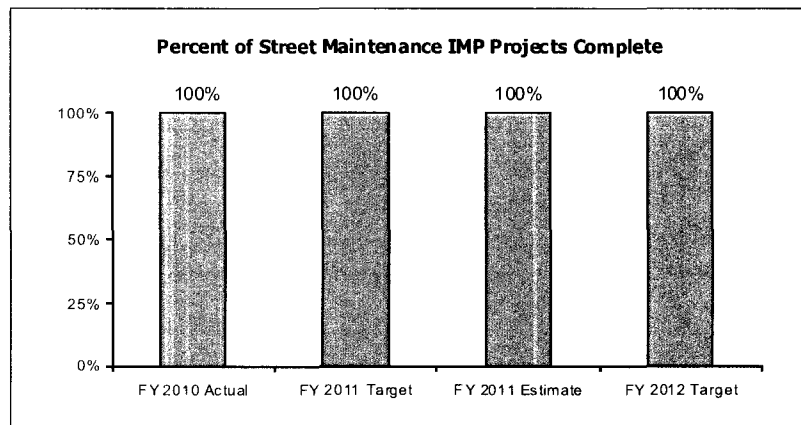
*Public Works is dedicated to excellence in developing and maintaining an advanced infrastructure to meet the needs of our growing community.*

**PERFORMANCE MEASURE RESULTS**

	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Complete 924 annual Street Maintenance Infrastructure Management Program (IMP) projects	100%	100%	100%	100%
Install 1,757 annual American with Disability Act (ADA) curb ramps	100%	100%	100%	100%
Install 82.19 annual miles of thermoplastic pavement markings	100%	100%	100%	100%

**Complete 100% of Street Maintenance IMP**

This measure represents the percentages of street maintenance projects completed during FY 2010 as part of the IMP Street Maintenance Program.



**GENERAL FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$18,621,989	\$19,562,428	\$18,544,281	\$18,457,105
CONTRACTUAL SERVICES	4,068,681	3,393,819	4,080,199	3,224,940
COMMODITIES	9,710,058	9,593,360	9,901,813	8,248,162
SELF INSURANCE/OTHER	8,071,641	7,828,215	7,788,876	6,944,246
CAPITAL OUTLAY	351,589	0	53,855	1,911,055
TRANSFERS	29,921,591	22,972,139	22,972,139	26,124,139
<b>TOTAL EXPENDITURES</b>	<b>\$70,745,549</b>	<b>\$63,349,961</b>	<b>\$63,341,163</b>	<b>\$64,909,647</b>
<b>AUTHORIZED POSITIONS</b>	<b>375</b>	<b>357</b>	<b>357</b>	<b>330</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>375.00</b>	<b>357.00</b>	<b>357.00</b>	<b>330.00</b>

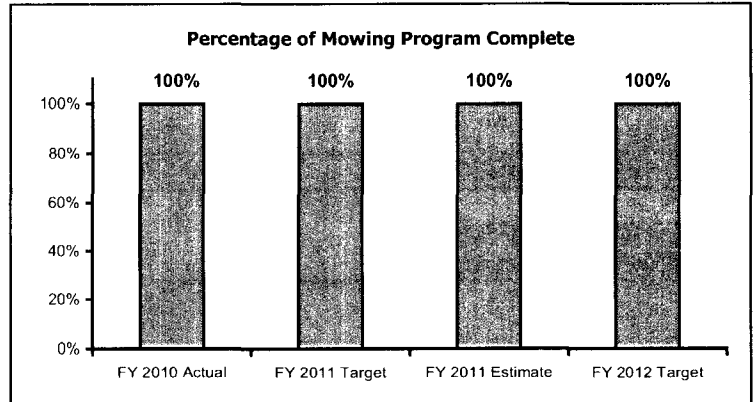
**PUBLIC WORKS STORM WATER REGIONAL FACILITIES FUND  
STORM WATER OPERATING FUND**

**PERFORMANCE MEASURE RESULTS**

Performance Measure	FY 2010 Actual	FY 2011 Target	FY 2011 Estimate	FY 2012 Target
Mow 4,834 acres of Flood Channels and Right of Ways on a four times per year basis (17,786 total acres)	100%	100%	100%	100%

**Mow 4,834 acres of Channels and Right of Ways Acres four times annually (17,786 acres annually)**

This measure represents the amount of flood channel and right of ways acres mowed annually.



**STORM WATER OPERATING FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$12,536,687	\$13,352,409	\$12,987,307	\$13,431,801
CONTRACTUAL SERVICES	2,668,412	3,488,924	3,301,513	3,708,728
SAWS – Reimbursement	3,658,241	4,158,241	4,158,241	4,558,241
COMMODITIES	1,722,807	1,160,124	1,233,307	1,263,624
SELF INSURANCE/OTHER	4,851,885	4,703,484	4,743,735	4,751,979
CAPITAL OUTLAY	430,901	54,685	491,613	649,783
TRANSFERS	12,313,303	14,480,975	14,403,913	10,707,086
<b>TOTAL EXPENDITURES</b>	<b>\$38,182,236</b>	<b>\$41,398,842</b>	<b>\$41,319,629</b>	<b>\$39,071,242</b>
<b>AUTHORIZED POSITIONS</b>	<b>269</b>	<b>271</b>	<b>271</b>	<b>273</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>269.00</b>	<b>271.00</b>	<b>271.00</b>	<b>273.00</b>

**PUBLIC WORKS      STORM WATER REGIONAL FACILITIES FUND  
STORM WATER OPERATING FUND**

**STORMWATER REGIONAL FACILITIES FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$670,775	\$703,112	\$668,862	\$649,042
CONTRACTUAL SERVICES	10,898	19,600	23,934	19,600
COMMODITIES	6,577	14,132	10,800	14,132
SELF INSURANCE/OTHER	111,699	67,955	84,911	248,678
CAPITAL OUTLAY	985	17,295	18,599	2,561
TRANSFERS	912,839	4,000,000	4,000,000	2,877,446
<b>TOTAL EXPENDITURES</b>	<b>\$1,713,773</b>	<b>\$4,822,094</b>	<b>\$4,807,106</b>	<b>\$3,811,459</b>
<b>AUTHORIZED POSITIONS</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>8</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>	<b>8.00</b>

**PUBLIC WORKS****RIGHT-OF-WAY MANAGEMENT FUND****RIGHT OF WAY MANAGEMENT FUND EXPENDITURES BY CLASSIFICATION**

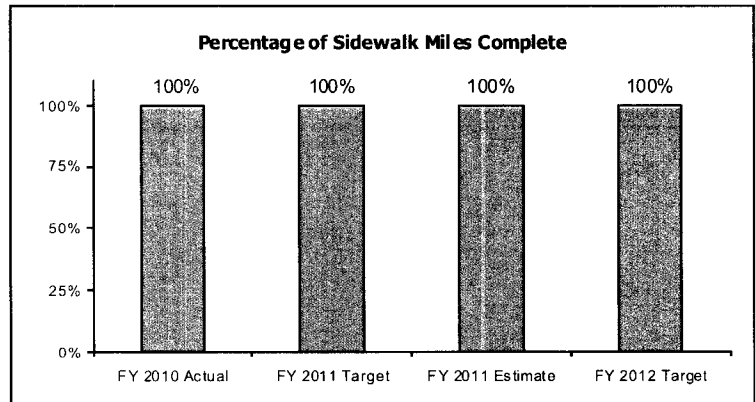
	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$1,128,898	\$1,157,333	\$1,100,472	\$991,072
CONTRACTUAL SERVICES	127,543	96,172	69,481	226,857
COMMODITIES	9,288	17,050	13,365	17,050
SELF INSURANCE/OTHER	222,997	236,734	253,835	259,102
CAPITAL OUTLAY	6,046	88,402	58,680	0
TRANSFERS	299,783	42,000	0	0
<b>TOTAL EXPENDITURES</b>	<b>\$1,794,555</b>	<b>\$1,637,691</b>	<b>\$1,495,833</b>	<b>\$1,494,081</b>
<b>AUTHORIZED POSITIONS</b>	<b>22</b>	<b>22</b>	<b>22</b>	<b>19</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>22.00</b>	<b>22.00</b>	<b>22.00</b>	<b>19.00</b>

**PERFORMANCE MEASURE RESULTS**

	FY 2010	FY 2011	FY 2011	FY 2011
Complete 100% of Scheduled Traffic Signal Conversions as part of the TSSM Program (252 Locations for FY 2011)	100%	100%	100%	100%
Install 100% of Sidewalk Miles planned in the 5-year Infrastructure Management Program (IMP) (10.04 miles)	100%	100%	100%	100%

**Complete 100% of Sidewalk Miles planned in the 5-year IMP**

This measure represents the number of miles of sidewalk to be installed during FY 2011 as part of the IMP sidewalk maintenance program.



**ADVANCED TRANSPORTATION DISTRICT FUND EXPENDITURES BY CLASSIFICATION**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATED FY 2011	PROPOSED FY 2012
PERSONAL SERVICES	\$1,347,606	\$1,401,323	\$1,407,004	\$1,428,123
CONTRACTUAL SERVICES	370,772	259,014	240,014	259,828
COMMODITIES	37,388	70,745	58,369	70,745
SELF INSURANCE/OTHER	262,621	279,224	290,416	267,067
CAPITAL OUTLAY	0	8,612	9,907	434,120
TRANSFERS	7,453,833	8,874,633	8,979,618	12,561,542
<b>TOTAL EXPENDITURES</b>	<b>\$9,472,220</b>	<b>\$10,893,551</b>	<b>\$10,985,328</b>	<b>\$15,021,425</b>
<b>AUTHORIZED POSITIONS</b>	<b>24</b>	<b>23</b>	<b>23</b>	<b>24</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>24.00</b>	<b>23.00</b>	<b>23.00</b>	<b>24.00</b>

**MISSION STATEMENT**

*To protect the public health and safety of the City of San Antonio by providing quality municipal solid waste and recycling services and other environmental programs that are safe, efficient, cost effective, and environmentally responsible.*

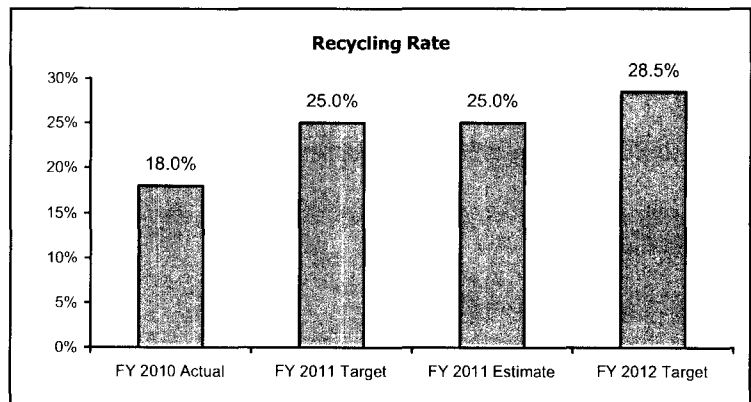
**PERFORMANCE MEASURE RESULTS**

<b>FY 2011 Performance Measure</b>	<b>BUDGET</b>	<b>FY 2011 TARGET</b>	<b>ACTUAL</b>	<b>FY 2011</b>
Tons of recyclable material collected (including brush)	105,589	125,000	127,000	150,000
Recycling rate as part of total waste stream (includes curbside recyclables, brush, and household hazardous waste)	18.0%	25.0%	25.0%	28.5%
Percentage of effective garbage and recycling collections without incident or customer complaint via 311 system	99.87%	99.90%	99.91%	99.91%

<b>FY 2011 Performance Measure</b>	<b>FY 2011 TARGET</b>
Number of multi-family complexes that have implemented a tenant recycling program as required by City ordinance	1,410

**Increase recycling rate to 28.5% in FY 2012**

This measure represents the percent of residential waste material that is diverted from the landfill through recycling or waste reduction efforts including curbside recycling, brush recycling, and household hazardous waste processing.



**SOLID WASTE FUND EXPENDITURES BY CLASSIFICATION**

	<b>ACTUAL FY 2010</b>	<b>BUDGET FY 2011</b>	<b>ESTIMATED FY 2011</b>	<b>PROPOSED FY 2012</b>
PERSONAL SERVICES	\$26,121,338	\$26,797,137	\$26,784,411	\$29,701,938
CONTRACTUAL SERVICES	22,017,542	24,996,300	25,054,962	24,648,673
COMMODITIES	3,596,068	6,280,453	6,211,153	5,643,237
SELF INSURANCE/OTHER	22,658,890	23,793,923	23,717,083	26,379,688
CAPITAL OUTLAY	755,372	3,692,483	3,692,483	3,985,356
TRANSFERS	5,273,744	8,195,134	8,019,345	3,396,789
<b>TOTAL EXPENDITURES</b>	<b>\$80,422,954</b>	<b>\$93,755,430</b>	<b>\$93,479,437</b>	<b>\$93,755,681</b>
<b>AUTHORIZED POSITIONS</b>	<b>488</b>	<b>482</b>	<b>482</b>	<b>549</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>487.42</b>	<b>480.84</b>	<b>480.84</b>	<b>549.00</b>

## ONE-TIME PROJECTS HIGHLIGHTS - FY 2012

- ◆ **Inner City Economic Development Incentives** **\$3,000,000**

Adds resources to support economic development projects and stimulate development targeted toward neighborhoods in the downtown area. Funds will be targeted for constructing necessary public infrastructure, promoting infill housing, improving facades, and addressing traffic and mobility issues.
- ◆ **Mayor and City Council District Human Development Services Funds** **\$679,998**

The FY 2011 Proposed Budget includes funds to be used at the discretion of the Mayor and City Council Member to support human development programs such as senior services, childcare, youth services, scholarships, and job training programs. (Use of the Human Development Services Funds are guided by City Council approved policy included within Ordinance No. 100192, amended by Ordinance No. 2007-01-11-0057). The FY 2008 Budget also permitted these Funds to be used for Cellular on Patrol Gas Cards. The Mayor and each Council Member is budgeted \$61,818 in Human Development Services Funds.
- ◆ **HemisFair Park Area Redevelopment Local Government Corporation** **\$500,000**

This budget includes \$500,000 to assist with planning developing, constructing, managing and financing economic development projects within HemisFair and its surrounding area in order to promote economic development and to stimulate business, housing and commercial activity.
- ◆ **BioMed SA** **\$100,000**

This budget includes \$100,000 to support BioMed SA which is a lead organization in the coordination of efforts to promote the healthcare and bioscience industry in San Antonio.
- ◆ **SA 2020 Accountability Data Collections and Analysis** **\$160,000**

Provides funding for an SA 2020 accountability data center to fund data collection, analysis, and reporting of SA 2020 metrics.
- ◆ **Financial Aid Workshop** **\$50,000**

Adds resources to San Antonio Education Partnership to fund Saturday workshop to provide families with assistance on filling out and applying for Financial Aid for college.
- ◆ **San Antonio Growth on Eastside** **\$40,000**

Adds one-time operating resources for San Antonio Growth on the Eastside to continue to promote, renew, and empower the economic and cultural vitality of San Antonio's Eastside.



## TRANSFERS TO OTHER FUNDS HIGHLIGHTS - FY 2012

- ◆ **Capital Improvements Management Services (CIMS) Fund** **\$4,228,457**

This transfer provides General Fund support for services provided by the CIMS Department which is responsible for the administration and delivery of capital improvement projects. This funding represents approximately 25% of the CIMS operating budget.
- ◆ **Development Services Fund** **\$2,797,978**

This transfer from the General Fund to the Development & Planning Services Fund represents the General Fund's contribution for the Planning & Community Department and Office of Historic Preservation which is partially funded by the General Fund and the Development & Planning Services Fund.
- ◆ **CASA San Antonio Program** **\$192,865**

This transfer is the General Fund contribution for the funding of the CASA San Antonio Program which currently provides staff support for offices located in Mexico City, Guadalajara, and Monterrey. These offices are responsible for promoting economic development and tourism for San Antonio. In addition to the General Fund contribution, support for this program also comes from the Community & Visitor Facilities Fund.
- ◆ **Solid Waste Operating & Maintenance Fund** **\$172,735**

This transfer to the Solid Waste Operating and Maintenance Fund represents a portion of two positions in the Office of Environmental Policy.
- ◆ **Starbright Industrial Development Corporation Fund** **\$1,555,934**

The Starbright Industrial Development Corporation Fund was established to account for the proceeds from CPS Energy to be used to repay the debt service associated with the Toyota plan land purchase. The FY 2011 transfer of \$1,662,798 from the General Fund represents the debt service amount required in FY 2011.
- ◆ **Grant Funding Transfer** **\$2,400,000**

This represents the last transfer year of a five-year schedule of funds to be used in reconciling financial issues within various grant programs within the City.
- ◆ **Martin Luther King, Jr. Celebration** **\$100,000**

This appropriation continues the support of the Martin Luther King, Jr. Memorial City/County Commission to plan and coordinate a week-long celebration honoring the memory of Martin Luther King, Jr.
- ◆ **Diez y Seis Celebration** **\$50,000**

This appropriation provides support to the Diez y Seis de Septiembre holiday celebrations throughout the community.
- ◆ **Westside Development Corporation** **\$275,474**

This appropriation provides support to the Westside Development Corporation for the operational needs of the fund which focuses on economic development and redevelopment opportunities in an area which has had less public investment and fewer economic incentives than other areas of the City.
- ◆ **Facility Services Fund** **\$479,947**

This appropriation represents the General Funds contribution to the Facility Services Fund for support of facility management and maintenance.

## TRANSFERS TO OTHER FUNDS HIGHLIGHTS - FY 2012

◆ **Parking Operating and Maintenance Fund** **\$108,672**

This appropriation represents the General Funds contribution to the Parking Operating and Maintenance Fund for support of parking enforcement services at the Municipal Court Parking Lot.

◆ **Economic Development Incentive Fund (EDIF)** **\$1,500,000**

This transfer represents General Fund contribution to the EDIF for payments related to contracts entered in FY 2011.

◆ **Economic Development Incentive Fund (FY 2012 Program)** **\$4,000,000**

This transfer provides support to the Economic Development Incentive Fund which is used to attract, expand, and retain businesses, create new jobs, and stimulate development and investment across the City.

◆ **Inner City Reinvestment/Infill Policy (ICRIP)** **\$1,000,000**

This transfer reimburses the Development Service Fund for fees waived under the council adopted Inner City Reinvestment/Infill Policy.

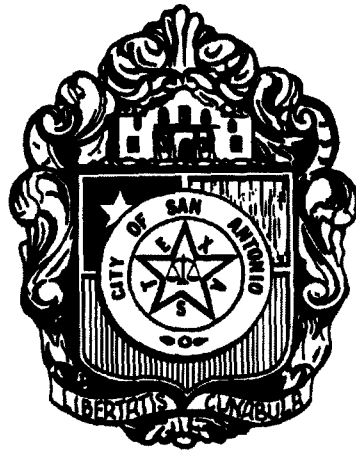
**- OUTSIDE AGENCY CONTRACTS & MEMBERSHIPS HIGHLIGHTS FY 2012 -**

The FY 2012 Proposed Budget includes funding for several outside agencies. For each of the following agencies, a performance based contract will be established and executed for FY 2012 in the amounts indicated:

<b>Outside Agency Contracts</b>	<b>General Fund FY 2012 Amount</b>	<b>Other Funds FY 2012 Amount</b>
Biomed SA	\$100,000	
Solar San Antonio	60,000	
UTHSC Dental School (Ricardo Salinas Dental Clinic)	150,000	
Japan Trade Representative	125,000	75,000
San Antonio Zoological Society		629,553
Housing Services	106,705	
Avenida Guadalupe	142,000	
Mission Verde	100,000	

The FY 2012 Proposed Budget provides funding for the following annual membership fees or dues to the following agencies in the amounts indicated below:

<b>Memberships and Dues</b>	<b>General Fund FY 2012 Amount</b>
AACOG	\$95,453
Austin-SA Corridor Council	50,000
Commuter Rail District	50,000
Free Trade Alliance	200,000
National League of Cities	35,000
SA Metropolitan Partnership for Energy	50,000
Texas Municipal League	49,317
US Conference of Mayors	40,235
San Antonio Mobility Coalition	70,000
Local Government for Sustainability	5,750
United States Green Building Council	1,000





# Capital Budget

## Six-Year Capital Improvement Plan

The FY 2012 through FY 2017 Capital Plan for the City of San Antonio totals \$1.0 billion. The six-year program contains 322 projects and represents the City's long range physical infrastructure development and improvement plan. Items in the six year scope include new streets and sidewalks, streets improvements, drainage enhancement projects, park and library facility rehabilitation projects, aquifer land acquisition and linear park development, public health and safety enhancement including new fire stations, airport system improvements, technology improvements, flood control projects and municipal facility construction and refurbishment projects. The One Year Capital Budget for FY 2012 totals \$565 million. The following table details the planned expenditures by program area.

FY 2012 – FY 2017 Capital Plan by Program Category  
(\$ in Thousands)

<b>Program Category</b>	<b>FY 2012 Amount</b>	<b>FY 2012 – FY 2017 Amount</b>	<b>Percentage</b>
Streets	\$ 193,245	\$ 229,596	22.20%
Drainage	100,147	117,043	11.32%
Aviation	88,689	422,136	40.81%
Municipal Facilities	67,602	92,826	8.97%
Police / Fire	63,904	66,693	6.45%
Parks	38,062	92,254	8.92%
Information Technology	10,185	10,185	0.98%
Libraries	3,601	3,601	0.35%
<b>Total FY 2012 Program</b>	<b>\$ 565,435</b>	<b>\$ 1,034,334</b>	<b>100.00%</b>

The Capital Plan is funded by various sources including 2007 General Obligation Bonds, the Airport Passenger Facility Charge, Certificates of Obligation, Hotel Motel Occupancy Tax Revenue Bonds and others. The table below details the planned revenues by program area for FY 2012 and the total Capital Budget Program from FY 2012 to FY 2017.

FY 2012 – FY 2017 Capital Plan by Revenue Source  
(\$ in Thousands)

<b>Revenue Source</b>	<b>FY 2012 Amount</b>	<b>FY 2012 – FY 2017 Amount</b>	<b>Percentage</b>
2007 G.O. Bonds	206,412	248,910	24.06%
Certificates of Obligation	145,561	173,356	16.76%
Other	97,781	161,809	16%
Aviation Funding	88,690	422,137	40.81%
Grant Funding	14,201	14,228	1.38%
Storm Water Revenue Bonds	12,390	13,494	1.30%
Hotel Occupancy Tax Fund	400	400	0.04%
<b>Total FY 2012 Program</b>	<b>\$ 565,435</b>	<b>\$ 1,034,334</b>	<b>100.00%</b>

The next section outlines a table listing of all the projects included in the Six-Year Capital Improvement Plan including project scope, funding source and Council District in which the project is located.

**Table 4-Spending Plan**

**CAPITAL IMPROVEMENTS PROGRAM BY FUNCTION, PROGRAM AND PROJECT  
WITH PROJECTED REVENUE SOURCE(S), SCOPE AND COUNCIL DISTRICT LOCATION(S)  
For FY 2012 Through FY 2017  
(Dollars In Thousands)**

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>GENERAL GOVERNMENT</b>							
<b>INFORMATION TECHNOLOGY</b>							
<b>2011 TECHNOLOGY PROJECTS</b>							
2007 ISSUED TAX NOTES	600	0	0	0	0	0	600
2011 TAX NOTES	9,585	0	0	0	0	0	9,585
Total	<u>10,185</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10,185</u>

Council District(s)  
CW

Project (09-00039) - The purpose of these projects is to update and enhance the City's technology infrastructure and business systems.
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<b>TOTAL INFORMATION TECHNOLOGY</b>	<b>10,185</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,185</b>
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**GENERAL GOVERNMENT**

**MUNICIPAL FACILITIES**

**ANIMAL CARE ADOPTION/SPAY AND NEUTER FACILITY**

2008 ISSUED CERTIFICATES OF OBLIGATION	530	0	0	0	0	0	530
2010 ISSUED CERTIFICATES OF OBLIGATION	470	0	0	0	0	0	470
UNISSUED CERTIFICATES OF OBLIGATION	2,100	0	0	0	0	0	2,100
Total	<u>3,100</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,100</u>

Council District(s)  
CW

Project (40-00151) - This project includes the construction of a 5,000 square foot facility to augment the main animal care facility. The proposed facility would serve as an off-site spay/neuter clinic and adoption center. The facility would be centrally located and provide an alternate service location for animal care related services to the main facility located on the southwest side.
---

**BOB BILLA LEARNING CENTER IMPROVEMENTS**

COMMUNITY DEVELOPMENT BLOCK GRANT	224	0	0	0	0	0	224
Total	<u>224</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>224</u>

Council District(s)  
3

Project (40-00265) - This project will provide for repairs due to shifting of the foundation.
---

**GENERAL GOVERNMENT**

**MUNICIPAL FACILITIES**

**BRAC INFRASTRUCTURE PROJECTS**

2009 ISSUED TAX NOTES	2,613	0	0	0	0	0	2,613
Total	<b>2,613</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,613</b>

Council District(s)  
2 10

Project (40-00206) - This project will support BRAC related capital improvement projects located around Fort Sam Houston. The scope of the project will be executed up to funds available in the project budget.

**BRUSH RECYCLING FACILITY SOUTH**

SOLID WASTE OPERATING FUND	931	0	0	0	0	0	931
Total	<b>931</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>931</b>

Council District(s)  
CW

Project (55-00022) - Provides funding for an additional brush recycling center and nine new positions to operate the facility. Improvements will include facility construction, weight scales, brush recycling equipment.

**CARVER COMMUNITY CULTURAL CENTER**

2010 ISSUED CERTIFICATES OF OBLIGATION	160	0	0	0	0	0	160
Total	<b>160</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160</b>

Council District(s)  
2

Project (38-00015) - This project will fund facility improvements such as plaster repair.

**CASA DE MEXICO AND ALAMEDA THEATER COMPLEX**

PRIOR ISSUED CERTIFICATES OF OBLIGATION	2,100	0	0	0	0	0	2,100
Total	<b>2,100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,100</b>

Council District(s)  
CW

Project (40-00166) - The restoration of the Alameda Theater and capital improvements to the Casa de Mexico Building.

**CLAUDE BLACK KITCHEN**

COMMUNITY DEVELOPMENT BLOCK GRANT	204	0	0	0	0	0	204
Total	<b>204</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>204</b>

Council District(s)  
2

Project (40-00264) - This project will provide for renovations and equipment purchases for the kitchen at the Claude Black Community Center.

**DETENTION CENTER EXPANSION FOR NON-THREATENING INMATES**

FACILITY SERVICES FUND	119	0	0	0	0	0	119
Total	<b>119</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>119</b>

Council District(s)  
1

Project (40-00225) - This project will construct an expansion of the Magistration and Detention Center on the second floor of the Frank Wing Municipal Court Building. The expanded space will be utilized for non-threatening inmates and will relieve overcrowding of the current Detention Center space.



FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**GENERAL GOVERNMENT**

**MUNICIPAL FACILITIES**

**EASTSIDE EDUCATION & WORKFORCE DEV. CTR.**

2010 ISSUED CERTIFICATES OF OBLIGATION	2,000	0	0	0	0	0	2,000
Total	<u>2,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,000</u>

Council District(s)  
2

Project (40-00214) - Funding for Eastside Education & Workforce Development Center.

**EASTSIDE INFRASTRUCTURE IMPROVEMENTS**

2009 TAX NOTES	300	0	0	0	0	0	300
HOME INVESTMENT PARTNERSHIP GRANT	250	0	0	0	0	0	250
UNISSUED CERTIFICATES OF OBLIGATION	450	0	0	0	0	0	450
Total	<u>1,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,000</u>

Council District(s)  
CW

Project (40-00267) - This project will support infrastructure improvements up to \$750,000 and will also provide \$250,000 for acquisition, new construction, and/or rehabilitation of affordable housing and rental properties for low and moderate-income families and individuals.

**EXPANSION ANIMAL CARE FACILITY @ 151 HWY**

UNISSUED CERTIFICATES OF OBLIGATION	300	0	0	0	0	0	300
Total	<u>300</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>300</u>

Council District(s)  
CW

Project (40-00266) - This project will design and construct additional kennel space at the Animal Care Facility located at HWY 151.

**HEALTH FACILITIES IMPROVEMENTS**

2006 CERTIFICATES OF OBLIGATION	233	0	0	0	0	0	233
2008 ISSUED CERTIFICATES OF OBLIGATION	202	0	0	0	0	0	202
Total	<u>435</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>435</u>

Council District(s)  
CW

Project (40-00158) - This project will provide funds for roof repairs, HVAC replacement, parking lot repairs, interior upgrades, wall and floor repairs, restroom and waiting area upgrades, ADA issues, and HIPAA compliance.

**INTERNATIONAL CENTER MARINA SHELL DEVELOPMENT**

INTERNATIONAL CENTER CONTINGENCY FUND	400	0	0	0	0	0	400
Total	<u>400</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>400</u>

Council District(s)  
1

Project (40-00269) - This project will design and construct 2,400 sf of retail space on the river level of the International Center Building, 203 St Mary's Street.

**GENERAL GOVERNMENT**

**MUNICIPAL FACILITIES**

**INTERNATIONAL CENTER SPACE BUILD-OUT**

INTERNATIONAL CENTER CONTINGENCY FUND	683	0	0	0	0	0	683
Total	<b>683</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>683</b>

Council District(s)  
1

Project (40-00268) - This project will design and renovate space for the IED Department to accommodate move from Frost Bank to 203 St Mary's, International Center Building.

**LEARNING CENTER REPAIRS**

2011 CERTIFICATES OF OBLIGATION	216	0	0	0	0	0	216
Total	<b>216</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>216</b>

Council District(s)  
CW

Project (40-00160) - This project will provide general repairs to 12 Community Family Resource Learning Centers such as the Willie C. Velasquez and Barbara Jordan Learning Centers.

**MUNICIPAL RECORDS FACILITY ROOF REPAIR/REPLACEMENT**

UNISSUED CERTIFICATES OF OBLIGATION	225	0	0	0	0	0	225
Total	<b>225</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>225</b>

Council District(s)  
CW

Project (40-09999) - This project will provide for the repair of the roof and exterior leaks at the Municipal Records Facility.

**NE SERVICE CENTER FLEET BUILDING 2ND FLR**

FACILITY SERVICES FUND	219	0	0	0	0	0	219
UNISSUED CERTIFICATES OF OBLIGATION	225	0	0	0	0	0	225
Total	<b>444</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>444</b>

Council District(s)  
10

Project (40-00223) - This project will finish out unfinished space on the second floor of the Fleet Building at the NE Service Center to be used by City employees currently housed at other facilities.

**NEW COURT ROOM FOR JUVENILE CASES**

FACILITY SERVICES FUND	370	0	0	0	0	0	370
Total	<b>370</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>370</b>

Council District(s)  
1

Project (40-00224) - This project will construct a new courtroom on the second floor of the Frank Wing Municipal Court Building. The additional space is needed as a result of expanded caseload relating to the Municipal Court's Juvenile Case Manager Program.

**NEW PARKING GARAGE**

SELF SUPPORTING CERTIFICATES OF OBLIGATION	0	7,500	0	0	0	15,139	22,639
Total	<b>0</b>	<b>7,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,139</b>	<b>22,639</b>

Council District(s)  
CW

Project (40-00208) - Construct a new parking garage to address demand for parking in the central business district.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**GENERAL GOVERNMENT**

**MUNICIPAL FACILITIES**

**NORTHWEST SERVICE CENTER**

2010 ISSUED CERTIFICATES OF OBLIGATION	1,623	0	0	0	0	0	1,623
2011 CERTIFICATES OF OBLIGATION	11,000	0	0	0	0	0	11,000
SELF SUPPORTING CERTIFICATES OF OBLIGATION	3,600	0	0	0	0	0	3,600
SOLID WASTE CONTINGENCY FUND	3,400	0	0	0	0	0	3,400
Total	<b>19,623</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,623</b>

Council District(s)

CW

Project (40-00162) - This project provides funding for the construction and/or restoration of City maintenance facilities for city crews and operations including Solid Waste Services, Public Works Street and Storm Water and Fleet Services. Several of the centers are in severe disrepair and/or have been closed with temporary buildings serving as the facility site.

**PARKING FACILITY IMPROVEMENTS**

PARKING IMPROVEMENT AND CONTINGENCY FUND	1,380	42	492	680	270	1,100	3,964
Total	<b>1,380</b>	<b>42</b>	<b>492</b>	<b>680</b>	<b>270</b>	<b>1,100</b>	<b>3,964</b>

Council District(s)

1

Project (19-00014) - Parking Facility Improvements and Deferred Maintenance for Existing Garages and Lots.

**PARKING TRAILBLAZING SIGNAGE SYSTEM**

PARKING IMPROVEMENT AND CONTINGENCY FUND	700	0	0	0	0	0	700
Total	<b>700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>700</b>

Council District(s)

1

Project (19-00013) - This project will develop and implement a Parking Trailblazing Signage System for the Central Business District including public and privately operated garages.

**PLAZA DE ARMAS BUILDING IMPROVEMENTS**

2008 ISSUED CERTIFICATES OF OBLIGATION	1,000	0	0	0	0	0	1,000
PUBLIC EDUCATION GOVERNMENT FUND	4,300	0	0	0	0	0	4,300
UNISSUED CERTIFICATES OF OBLIGATION	1,400	0	0	0	0	0	1,400
Total	<b>6,700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,700</b>

Council District(s)

CW

Project (40-00226) - This project provides for the refurbishment of the Plaza De Armas building.

**RESERVE FOR FUTURE CAPITAL PROJECTS**

2009 ISSUED TAX NOTES	1,196	0	0	0	0	0	1,196
UNISSUED CERTIFICATES OF OBLIGATION	6,000	0	0	0	0	0	6,000
Total	<b>7,196</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,196</b>

Council District(s)

CW

Project (40-00220) - This project will be reserved for projects identified throughout the fiscal year.

**GENERAL GOVERNMENT**

**MUNICIPAL FACILITIES**

**WEST END SENIOR CENTER SOLAR ARRAY**

FEDERAL ECONOMIC STIMULUS PROJECT	380	0	0	0	0	0	380
Total	<b>380</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>380</b>

Council District(s)  
1

Project (40-00240) - Project will provide for the design and construction of a 50kW solar photovoltaic installation at the West End Senior Center.

**WESTSIDE INFRASTRUCTURE IMPROVEMENTS**

2009 TAX NOTES	300	0	0	0	0	0	300
HOME INVESTMENT PARTNERSHIP GRANT	250	0	0	0	0	0	250
UNISSUED CERTIFICATES OF OBLIGATION	450	0	0	0	0	0	450
Total	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000</b>

Council District(s)  
CW

Project (40-00270) - This project will support infrastructure improvements up to \$750,000 and will also provide \$250,000 for acquisition, new construction, and/or rehabilitation of affordable housing and rental properties for low and moderate-income families and individuals.

**WILLIE CORTEZ SENIOR ONE STOP CENTER PHIII**

2010 ISSUED CERTIFICATES OF OBLIGATION	100	0	0	0	0	0	100
2011 TAX NOTES	150	0	0	0	0	0	150
Total	<b>250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>

Council District(s)  
4

Project (38-00016) - This project will fund facility renovations and the purchase of furniture and equipment for the Cortez Senior Center.

<b>TOTAL MUNICIPAL FACILITIES</b>	<b>52,753</b>	<b>7,542</b>	<b>492</b>	<b>680</b>	<b>270</b>	<b>16,239</b>	<b>77,976</b>
<b>TOTAL GENERAL GOVERNMENT</b>	<b>62,938</b>	<b>7,542</b>	<b>492</b>	<b>680</b>	<b>270</b>	<b>16,239</b>	<b>88,161</b>

**PUBLIC HEALTH & SAFETY**

**DRAINAGE**

**36TH STREET DRAINAGE IMPROVEMENTS**

2003 STORM WATER REVENUE BOND	593	198	0	0	0	0	791
Total	<b>593</b>	<b>198</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>791</b>

Council District(s)  
7

Project (23-01255) - The project will propose a 36" RCP storm drain underground system to alleviate flooding on NW 36th Street and Freeman Drive. The project will also include 2~ 40' curb inlets, +/- 350 ft. North from the W. Cheryl Drive and 36th Street intersection. Associated street reconstruction to include driveways, curbing, and roadway pavement improvements to be incorporated into the project.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>PUBLIC HEALTH &amp; SAFETY</b>							
<b>DRAINAGE</b>							
<b>ALAMO @ GUENTHER - PHASE II</b>							
STORM WATER REGIONAL FACILITIES FUND	800	0	0	0	0	0	800
Total	<b>800</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>800</b>
Council District(s)	Project (23-01302) - This project will be a continuation of the Alamo @ Guenther project and will make this a more comprehensive construction project. The new limits along S. Alamo are from East Bank of San Antonio River to Pereida Street and will include reconstruction for drainage.						
1							
<b>ALAMO AT GUENTHER STORM WATER IMPROVEMENT</b>							
STORM WATER OPERATING FUND	123	368	0	0	0	0	491
Total	<b>123</b>	<b>368</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>491</b>
Council District(s)	Project (23-01241) - Provides for the replacement of a storm sewer along S. Alamo St. and the installation of new inlets, junction boxes and laterals.						
1							
<b>ARROW GLEN DRAINAGE IMPROVEMENTS</b>							
STORM WATER OPERATING FUND	656	219	0	0	0	0	875
Total	<b>656</b>	<b>219</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>875</b>
Council District(s)	Project (23-01240) - Provides for inlets and storm drains designed to convey an ultimate development 25-year storm event.						
9							
<b>BELFORD AREA DRAINAGE</b>							
2007 GO STREET IMPROVEMENT BOND-A	1,542	0	0	0	0	0	1,542
Total	<b>1,542</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,542</b>
Council District(s)	Project (40-00247) - This project will provide for a storm sewer system to be installed as well as street reconstruction of Belford Street from Galway St. to Utopia Lane.						
3							
<b>BRIARCREST DRIVE CULVERT ADDITION</b>							
2005 STORM WATER REVENUE BOND	250	0	0	0	0	0	250
Total	<b>250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>
Council District(s)	Project (23-01223) - Provides for the addition of a storm drain box culvert under Briarcrest Drive (between Jung and Class) and grading of channel to convey runoff to Stahl Road Tributary.						
10							
<b>BRICKEN CIRCLE DRAINAGE PROJECT</b>							
2005 STORM WATER REVENUE BOND	250	0	0	0	0	0	250
Total	<b>250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>
Council District(s)	Project (23-01263) - The project will provide bar ditches to convey runoff from draining lot to lot. The roadway bar ditches will redirect flow and convey to the natural low on Gilder Road. The project will also consist of 24" & 30" pipe culvert street crossings at various locations and v-swallow earthen channels. This will help alleviate localize ponding problems throughout the residential neighborhood.						
10							

**PUBLIC HEALTH & SAFETY**

**DRAINAGE**

**BROADWAY AREA DRAINAGE**

2007 GO STREET IMPROVEMENT BOND-A	833	0	0	0	0	0	833
Total	<u>833</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>833</u>

Council District(s)  
1

Project (40-00241) - This project will allow for the preparation of a Flood Control Study for the San Antonio River beginning at the tunnel on Hwy 281 and the SA River and north to the Olmos Basin Dam.

**BROADWAY CORRIDOR, PHASE III A (CARNAHAN)**

2007 GO DRAINAGE IMPROVEMENT BOND	4,081	1,271	0	0	0	0	5,352
2007 GO DRAINAGE IMPROVEMENT BOND-A	3,102	0	0	0	0	0	3,102
Total	<u>7,183</u>	<u>1,271</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8,454</u>

Council District(s)  
9

Project (40-00047) - Provide a drainage system that is designed to convey a 100-year storm event across Broadway improving the Broadway corridor, beginning on Broadway at Groveland Place and along Hildebrand from Broadway to the outfall at the San Antonio River. The project also includes reconstructing and widening Hildebrand with curbs, sidewalks, driveway approaches, and turn lanes at the intersection of Hildebrand and Broadway and necessary traffic signal improvements.

**CARRIAGE MIST DRAINAGE IMPROVEMENTS**

2003 STORM WATER REVENUE BOND	750	0	0	0	0	0	750
Total	<u>750</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>750</u>

Council District(s)  
8

Project (23-01222) - Provides for inlets and storm drains designed to convey an ultimate development 25-year storm event.

**CATALPA - PERSHING BRIDGE MODIFICATIONS**

2007 GO DRAINAGE IMPROVEMENT BOND	1,525	0	0	0	0	0	1,525
Total	<u>1,525</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,525</u>

Council District(s)  
1 9

Project (40-00048) - Provide bridge upgrades to Mulberry and Millrace crossings to accommodate a 100-year flood event.

**COMMERCIAL TRIBUTARY PHASE II (PETALUMA TO IH 35)**

2007 GO DRAINAGE IMPROVEMENT BOND	9,036	0	0	0	0	0	9,036
Total	<u>9,036</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9,036</u>

Council District(s)  
3 4

Project (40-00049) - Design and construct the drainage channel and related drainage structures along Commercial Tributary at cross streets from Petaluma to IH-35 for a 100-year storm event. Project includes channel construction, bank stabilization and road culvert crossings.

**PUBLIC HEALTH & SAFETY**

**DRAINAGE**

**CULEBRA 58F, PHASE II B (LAVEN TO UPSTREAM OF CULEBRA)**

2007 GO DRAINAGE IMPROVEMENT BOND	7,900	38	0	0	0	0	7,938
Total	<b>7,900</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,938</b>

Council District(s)  
7

Project (40-00050) - Reconstruct Zarzamora Creek from Laven to 1,600-feet upstream of Culebra to 100-year flood capacity. Project includes upgrading the Culebra Road crossing.

**DAM STRUCTURES: UPGRADES AND REPAIRS**

STORM WATER REGIONAL FACILITIES FUND	1,500	0	0	0	0	0	1,500
Total	<b>1,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500</b>

Council District(s)  
CW

Project (23-00125) - This project provides funding for physical upgrades and repairs at Elmendorf, Olmos, and 19th Street Dams from the analysis provided in the Dam Structures and Repair report.

**EAGLELAND/RIVERWALK LINK**

NEIGHBORHOOD REVITALIZATION FUND	209	0	0	0	0	0	209
Total	<b>209</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>209</b>

Council District(s)  
5

Project (23-00979) - The project includes 2,400 feet of hike and bike path and pedestrian walkway across and along the San Antonio River Flood Control Channel. This facility extends from Eagleland Drive to Alamo Street.

**ELMENDORF LAKE IMPROVEMENTS**

STORM WATER REGIONAL FACILITIES FUND	1,500	0	0	0	0	0	1,500
Total	<b>1,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500</b>

Council District(s)  
5

Project (23-01301) - This project consists of design and construction of water quality improvement measures around the lake. These measures would include bio-swales, grass filter strips, possible rain gardens, trash collection systems, and other filtration mechanisms.

**FLOOD CONTROL COMMUNICATIONS UPGRADE**

STORM WATER OPERATING FUND	428	0	0	0	0	0	428
Total	<b>428</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>428</b>

Council District(s)  
CW

Project (23-01106) - This project would upgrade the flood control communication system by replacing existing hardware/software that is currently in place to operate the SA River Tunnel, San Pedro Creek Tunnel, and downtown flood control gates.

**FORT SAM HOUSTON DRAINAGE**

2003 STORM WATER REVENUE BOND	1,739	0	0	0	0	0	1,739
2007 GO DRAINAGE IMPROVEMENT BOND	2,430	0	0	0	0	0	2,430
Total	<b>4,169</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,169</b>

Council District(s)  
2

Project (40-00052) - Address drainage needs for Fort Sam Houston including a bridge crossing at Salado Creek.

**PUBLIC HEALTH & SAFETY**

**DRAINAGE**

**GOLIAD ROAD DRAINAGE (MILITARY TO LP410)**

2007 GO STREET IMPROVEMENT BOND-A	1,500	0	0	0	0	0	1,500
Total	<b>1,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500</b>

Council District(s)

3

Project (40-00244) - This project will reconstruct and widen Goliad Road from SE Military to Loop 410 to three lanes with bike lanes, including curbs, sidewalks, driveway approaches, retaining walls, traffic signal improvements and necessary drainage improvements.

**GOLIAD ROAD: PECAN VALLEY - MILITARY PH II**

2007 GO DRAINAGE IMPROVEMENT BOND	5,099	0	0	0	0	0	5,099
Total	<b>5,099</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,099</b>

Council District(s)

3

Project (40-00053) - Reconstruct Goliad Rd project from Lassess to Pecan Valley with four lanes, with sidewalks, curbs, and driveway approaches and an underground storm system.

**GOLIAD/I37 OUTFALL (CHANNEL FROM GOLIAD TO ACROSS IH-37)**

2003 STORM WATER REVENUE BOND	1,090	0	0	0	0	0	1,090
2007 GO DRAINAGE IMPROVEMENT BOND	4,179	0	0	0	0	0	4,179
Total	<b>5,269</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,269</b>

Council District(s)

3

Project (40-00054) - Expand channel and add additional culverts under IH-37 to increase drainage capacity.

**HARNEY STREET DRAINAGE IMPROVEMENTS**

STORM WATER REGIONAL FACILITIES FUND	1,125	375	0	0	0	0	1,500
Total	<b>1,125</b>	<b>375</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500</b>

Council District(s)

2

Project (23-01225) - Provides for the removal of the current storm water system and replace with a Multiple Box Culvert system.

**HIGH WATER DETECTION/EARLY FLOOD WARNING SYSTEM EXPANSION**

2007 GO DRAINAGE IMPROVEMENT BOND	101	0	0	0	0	0	101
Total	<b>101</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>101</b>

Council District(s)

CW

Project (40-00056) - Add additional locations to the City's High Water Detection/Early Flooding Warning System Expansion Program.



**PUBLIC HEALTH & SAFETY**

**DRAINAGE**

**HILLCREST LOW WATER CROSSING**

2003 STORM WATER REVENUE BOND	578	193	0	0	0	0	771
Total	<b>578</b>	<b>193</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>771</b>

Council District(s) Project (23-01226) - Installation of Culverts to convey runoff under Hillcrest Drive (south of Babcock Road).  
7

**INDIAN CREEK - FIVE PALMS EXTENSIONS**

STORM WATER REGIONAL FACILITIES FUND	1,276	424	0	0	0	0	1,700
Total	<b>1,276</b>	<b>424</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,700</b>

Council District(s) Project (23-01195) - Project extends the limits of the current CIMS Indian Creek / War Cloud bond initiative to both the upstream and the downstream.  
4

**INDIAN CREEK CHANNEL IMPROVEMENTS**

2007 GO DRAINAGE IMPROVEMENT BOND	839	0	0	0	0	0	839
Total	<b>839</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>839</b>

Council District(s) Project (40-00057) - Improve the existing channel on Indian Creek from Five Palms to Godek and tie into the previously funded War Cloud project. Properties that are currently shown to be in the regulatory floodplain will be out of the floodplain due to drainage improvements.  
4

**KENTWOOD MANOR AREA DRAINAGE, PHASE I**

2007 GO DRAINAGE IMPROVEMENT BOND	1,930	0	0	0	0	0	1,930
Total	<b>1,930</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,930</b>

Council District(s) Project (40-00058) - This project will reconstruct streets with an inverted crown to reduce flooding.  
9

**LIGHTSTONE SYSTEM PH 1**

2003 STORM WATER REVENUE BOND	276	0	0	0	0	0	276
Total	<b>276</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>276</b>

Council District(s) Project (23-01256) - The proposed project is the first phase of the Lightstone System drainage project. The project will help minimize the large amount of water that is conveyed by the street. The project will consist of (2) 30' curb inlets that will run northeast on Lightstone Dr. in a 48" reinforced concrete pipe. The system will then enter a 5x4' single box culvert, and discharge into a drainage easement to the north. The 5x4' single box culvert is necessary for future phases.  
9

**LOW WATER CROSSING -VANCE JACKSON  
SOUTH OF SCENIC**

2003 STORM WATER REVENUE BOND	578	193	0	0	0	0	771
Total	<b>578</b>	<b>193</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>771</b>

Council District(s) Project (23-01228) - Provides for Bridge/Culvert Improvements with possible advanced warning signals, associated street reconstruction to include curbs, sidewalks, and driveway approaches.  
8

**PUBLIC HEALTH & SAFETY**

**DRAINAGE**

**MARBACH DRAINAGE, PH II A**

2007 GO DRAINAGE IMPROVEMENT BOND	1,526	190	0	0	0	0	1,716
Total	<u>1,526</u>	<u>190</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,716</u>

Council District(s)  
6

Project (40-00059) - Design Marbach from Military to Loop 410 and reconstruct Marbach from Military to Rawhide to accommodate for drainage improvements.

**MARKET AT NAVARRO DRAINAGE IMPROVEMENTS**

STORM WATER OPERATING FUND	100	0	0	0	0	0	100
Total	<u>100</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>100</u>

Council District(s)  
1

Project (23-01229) - Provides for the replacement of the damaged reinforced concrete pipe system to alleviate flooding in the area.

**MLK DRAINAGE IMPROVEMENTS**

2003 STORM WATER REVENUE BOND	300	0	0	0	0	0	300
Total	<u>300</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>300</u>

Council District(s)  
2

Project (23-01230) - Provides for the repair of the existing Corrugated Metal Pipe System which includes the application of spray liner to reinforce the structure.

**MOUNTAIN VIEW ESTATES DRAINAGE IMPROVEMENT**

STORM WATER OPERATING FUND	688	0	0	0	0	0	688
STORM WATER REGIONAL FACILITIES FUND	1,125	375	0	0	0	0	1,500
Total	<u>1,813</u>	<u>375</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,188</u>

Council District(s)  
6

Project (23-01231) - Provides for the construction of an open channel system and an outlet at the downstream end.

**OCTAVIA #63, PHASE II**

2007 GO DRAINAGE IMPROVEMENT BOND	1,654	0	0	0	0	0	1,654
Total	<u>1,654</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,654</u>

Council District(s)  
5

Project (40-00184) - Reconstruct streets with new underground drainage systems, curbs, sidewalks and driveway approaches in the area bounded by South Flores, West Hart Avenue/Weinberg/Chalmers Avenue, IH-35 South and Gladstone Street/Tommins Avenue.

**PICKWELL DRIVE PHASE A**

STORM WATER OPERATING FUND	229	0	0	0	0	0	229
Total	<u>229</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>229</u>

Council District(s)  
3

Project (23-01233) - Provides for the reconstruction of Pickwell Dr. from Gayle Ave. to E. Palfrey Drive to drain to an existing alley and conversion of the alley to a concrete "Channel" to drain to an existing storm drain on Dollarhide.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>PUBLIC HEALTH &amp; SAFETY</b>							
<b>DRAINAGE</b>							
<b>PICKWELL DRIVE PHASE B</b>							
2003 STORM WATER REVENUE BOND	800	0	0	0	0	0	800
Total	<u>800</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>800</u>
Council District(s)	Project (23-01253) - The project will consist of the installation of a 42" RCP storm system on Dollarhide near Palfrey to an existing 42" stub out system. The project will also consist of installation of 36" RCP storm system at the intersection of Bob Villa and Killarney.						
3							
<b>RANDOLPH WEIDNER DRAINAGE DET PHASE II</b>							
STORM WATER REGIONAL FACILITIES FUND	1,836	612	0	0	0	0	2,448
Total	<u>1,836</u>	<u>612</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,448</u>
Council District(s)	Project (23-01192) - Construct a drainage system to provide an outfall for the future Detention Pond located in the Salado Water Shed, along Randolph Blvd.						
10							
<b>RANDOLPH/WEIDNER DRAINAGE (SHERI ANN - RANDOLPH TO WEIDNER)</b>							
HOUSING & URBAN DEVELOPMENT 108 LOAN PROGRAM	519	0	0	0	0	0	519
Total	<u>519</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>519</u>
Council District(s)	Project (23-00224) - This project will provide channel improvements.						
10							
<b>RIDGE MEADOWS DRAINAGE</b>							
2005 STORM WATER REVENUE BOND	947	316	0	0	0	0	1,263
Total	<u>947</u>	<u>316</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,263</u>
Council District(s)	Project (23-01235) - Provides for the installation of an underground system on Ridge Meadows that outfalls to an existing channel. Includes street reconstruction.						
10							
<b>RIP RAP #69 PHASE II C PART 4 (COMMERCIAL TO MARNEY)</b>							
2007 GO DRAINAGE IMPROVEMENT BOND	2,499	0	0	0	0	0	2,499
Total	<u>2,499</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,499</u>
Council District(s)	Project (40-00062) - Reconstruct from Commercial to Marney and constructs curbs, sidewalks, driveway approaches and necessary drainage improvements.						
3							

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**PUBLIC HEALTH & SAFETY**

**DRAINAGE**

**ROCKWELL**

2003 STORM WATER REVENUE BOND	676	0	0	0	0	0	676
Total	<b>676</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>676</b>

Council District(s)  
4

Project (23-01254) - The project will consist of street reconstruction to intercept runoff flows and provide conveyance to help alleviate localized flooding. The project will also consist of minor channelization and outfall improvements. Associated street reconstruction to include saw tooth curbing and driveways to be incorporated into the project.

**ROOSEVELT DRAINAGE AT MARCH AVENUE**

2007 GO STREET IMPROVEMENT BOND-A	1,500	600	0	0	0	0	2,100
Total	<b>1,500</b>	<b>600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,100</b>

Council District(s)  
3

Project (40-00245) - This project will provide for street and storm sewer improvements on March Avenue between Roosevelt and Damon Street to relieve flooding at the intersection of Roosevelt Drive and March Avenue.

**SAN ANTONIO RIVER WATER TREATMENT PROJECT**

2005 STORM WATER REVENUE BOND	854	137	0	0	0	0	991
STORM WATER OPERATING FUND	0	717	0	0	0	0	717
Total	<b>854</b>	<b>854</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,708</b>

Council District(s)  
1

Project (26-00519) - This project will provide for the development of water treatment systems for water emanating from the San Antonio Zoo into the San Antonio River in Brackenridge Park.

**SAN PEDRO AVE/EVERGREEN DRAINAGE REPAIR**

STORM WATER OPERATING FUND	600	0	0	0	0	0	600
STORM WATER REGIONAL FACILITIES FUND	577	0	0	0	0	0	577
Total	<b>1,177</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,177</b>

Council District(s)  
1

Project (23-01193) - Replacement of a collapsed 18-inch storm drain from San Pedro Avenue to outfall in San Pedro Creek and will reduce flooding along San Pedro Avenue near the intersection with Evergreen Street.

**SEELING CHANNEL IMPROVEMENTS PHASE I**

2005 STORM WATER REVENUE BOND	729	0	0	0	0	0	729
2007 GO DRAINAGE IMPROVEMENT BOND	0	4,206	1,742	0	0	0	5,948
STORM WATER REGIONAL FACILITIES FUND	1,240	2,760	0	0	0	0	4,000
Total	<b>1,969</b>	<b>6,966</b>	<b>1,742</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,677</b>

Council District(s)  
7

Project (40-00213) - Design and build to Seeling Channel from Woodlawn Lake to Wilson. This project will be done in connection with the Woodlawn Lake Park pedestrian bridge project.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>PUBLIC HEALTH &amp; SAFETY</b>							
<b>DRAINAGE</b>							
<b>SKYLINE NEIGHBORHOOD IMPROVEMENTS PHASE I</b>							
2007 GO DRAINAGE IMPROVEMENT BOND	2,959	0	0	0	0	0	2,959
Total	<b>2,959</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,959</b>
Council District(s)	Project (40-00064) - Design and construct, Cisco, Middle and Skyline Streets from Erin to dead end; Ronald and Erin from Nacogdoches to Skyline; and Bell from Nacogdoches to UHR Lane with curb, sidewalks, and driveways. This project also installs an underground drainage system and ties improvements into existing drainage systems.						
10							
<b>TUNNEL INLET IMPROVEMENTS</b>							
STORM WATER REGIONAL FACILITIES FUND	900	0	0	0	0	0	900
Total	<b>900</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>900</b>
Council District(s)	Project (23-01236) - Provides for the construction of a small containment floodwall, repair the tunnel trash racks and other general repairs.						
1							
<b>UPPER LEON CREEK</b>							
2005 STORM WATER REVENUE BOND	1,500	0	0	0	0	0	1,500
STORM WATER REGIONAL FACILITIES FUND	2,000	500	0	0	0	0	2,500
Total	<b>3,500</b>	<b>500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,000</b>
Council District(s)	Project (23-03730) - This project will acquire properties necessary for the construction of regional detention facilities.						
8							
<b>UPPER LEON CREEK RSWF</b>							
2007 GO DRAINAGE IMPROVEMENT BOND	1,759	0	0	0	0	0	1,759
Total	<b>1,759</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,759</b>
Council District(s)	Project (40-00065) - This project will acquire properties necessary for the construction of regional stormwater facilities (RSWF).						
8							
<b>UPPER WOODLAWN LAKE WATERSHED</b>							
2007 GO STREET IMPROVEMENT BOND-A	333	0	0	0	0	0	333
Total	<b>333</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>333</b>
Council District(s)	Project (40-00255) - This project will allow for preparing a flood control study to evaluate and identify needed improvements with the drainage area at Evelyn from Seeling to Rosemount.						
7							
<b>VILLARET DR. DRAINAGE</b>							
STORM WATER OPERATING FUND	400	0	0	0	0	0	400
Total	<b>400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>400</b>
Council District(s)	Project (23-01238) - Provides for the replacement of the existing storm water system and includes channel improvements in the south row drainage easement along with reconstruction of the street.						
4							

**PUBLIC HEALTH & SAFETY**

**DRAINAGE**

**VILLARET DRAINAGE (HWY 16 TO JENNIFER)**

2007 GO STREET IMPROVEMENT BOND-A	1,000	200	0	0	0	0	1,200
Total	<u>1,000</u>	<u>200</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,200</u>

Council District(s)  
4

Project (40-00249) - City contribution toward storm drainage improvements on Villaret Rd. from S.H. 16 to Jennifer Road based on current development by Palo Alto College.

**W. SALINAS DRAINAGE IMPROVEMENTS**

2005 STORM WATER REVENUE BOND	289	0	0	0	0	0	289
Total	<u>289</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>289</u>

Council District(s)  
5

Project (23-01257) - This project requires installation of an underground drainage system consisting of a 30" RCP and two 10-foot curb inlets within the right-of-way of the 3100 block of W. Salinas between N. Spring and N. Hamilton to alleviate localized flooding. Associated street rehabilitation, curbs, sidewalks, and driveway approaches will be incorporated into the project.

**W.W. WHITE AREA STREETS, PHASE II**

2007 GO DRAINAGE IMPROVEMENT BOND	2,583	0	0	0	0	0	2,583
Total	<u>2,583</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,583</u>

Council District(s)  
2

Project (40-00067) - Construct a storm system along Holmgreen Street to provide drainage for an area between Rice Road and Holmgreen. Project will consist of an underground system and an open channel. Street reconstruction will be required for Brusk Road from Rice to Goodell; Goodell from Brusk to Schumacher; Schumacher from Rice to Holmgreen; and Holmgreen from W.W. White to turn just west of My Lane.

**WESTOVER VALLEY DETENTION POND**

STORM WATER REGIONAL FACILITIES FUND	1,433	478	0	0	0	0	1,911
Total	<u>1,433</u>	<u>478</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,911</u>

Council District(s)  
6

Project (23-01194) - Earthen detention pond with concrete outfall structures will supplement the "emergency channelization" downstream of Impala Summit.

**WESTWOOD VILLAGE DRAINAGE**

2005 STORM WATER REVENUE BOND	73	0	0	0	0	0	73
2007 GO DRAINAGE IMPROVEMENT BOND	2,558	0	0	0	0	0	2,558
Total	<u>2,631</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,631</u>

Council District(s)  
6

Project (40-00068) - Improve the existing box culvert system at Old Highway 90 and the drainage channel from Old Highway 90 to Pinn Road (in Westwood Village neighborhood between Orr and Marcum Roads).

**PUBLIC HEALTH & SAFETY**

**DRAINAGE**

**ZARZAMORA DRAINAGE - PHASE 1**

STORM WATER OPERATING FUND	263	787	0	0	0	0	1,050
Total	<b>263</b>	<b>787</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,050</b>

Council District(s)

5

Project (23-01239) - Provides for the construction of an underground drainage system along Zarzamora from Chihuahua Street to Apache Creek. The underground drainage system will consist of reinforced concrete pipes, curb inlets, and an outfall at Apache Creek.

**ZARZAMORA DRAINAGE #39, PHASE I**

2007 GO DRAINAGE IMPROVEMENT BOND	5,763	0	0	0	0	0	5,763
Total	<b>5,763</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,763</b>

Council District(s)

5

Project (40-00069) - Provide complete street reconstruction of Zarzamora from W. Winnipeg Avenue to Humble Avenue and W. Winnipeg Avenue from Zarzamora to Jennings with underground drainage.

**ZARZAMORA DRAINAGE PROJECT #83A PHASE I**

2005 STORM WATER REVENUE BOND	121	0	0	0	0	0	121
Total	<b>121</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>121</b>

Council District(s)

4

Project (23-00178) - This project will provide for the upgrade of the existing drainage channels from the end of the Ansley Blvd Drainage #1091 project to Zarzamora.

**TOTAL DRAINAGE**

<b>100,151</b>	<b>15,157</b>	<b>1,742</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>117,050</b>
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**PUBLIC HEALTH & SAFETY**

**FIRE PROTECTION**

**FIRE SERVICES / LOGISTICS FACILITY**

2006 CERTIFICATES OF OBLIGATION	2,720	0	0	0	0	0	2,720
2006 ISSUED TAX NOTES	356	0	0	0	0	0	356
2010 ISSUED CERTIFICATES OF OBLIGATION	1,889	0	0	0	0	0	1,889
2011 CERTIFICATES OF OBLIGATION	2,202	0	0	0	0	0	2,202
Total	<b>7,167</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,167</b>

Council District(s)

5

Project (20-00123) - This project will provide for the design and construction of a new Services Facility including additional repair bays, expansion of the breathing apparatus shop, an increase of administrative and storage areas. This facility is to be located on the Fire Department property located at Highway 151 and Callaghan.

**FIRE STATION # 21 EXTERIOR FACILITY**

2006 CERTIFICATES OF OBLIGATION	260	0	0	0	0	0	260
Total	<b>260</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>260</b>

Council District(s)

4

Project (20-00043) - This project provides funding for the initial land acquisition for the replacement of Fire Station 21.

**PUBLIC HEALTH & SAFETY**

**FIRE PROTECTION**

**FIRE STATION #50**

2006 CERTIFICATES OF OBLIGATION	908	0	0	0	0	0	908
FEDERAL ECONOMIC STIMULUS PROJECT	1,092	0	0	0	0	0	1,092
Total	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>

Council District(s)  
3

Project (20-00110) - This project will provide permanent facilities to house fire department resources in the annexed area on the south side of San Antonio. The land was donated. The project funding covers design and construction of the facility.

**FIRE STATION #51**

2006 CERTIFICATES OF OBLIGATION	242	0	0	0	0	0	242
FEDERAL ECONOMIC STIMULUS PROJECT	1,618	0	0	0	0	0	1,618
Total	<b>1,860</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,860</b>

Council District(s)  
8

Project (20-00113) - This project will provide permanent facilities to house fire department resources at 5040 Beckwith. It provides funding for land acquisition, design and construction of this new in-fill station that will address response time in the City.

**FIRE STATION RENOVATIONS**

2007 ISSUED CERTIFICATES OF OBLIGATION	1,058	0	0	0	0	0	1,058
2010 ISSUED CERTIFICATES OF OBLIGATION	307	0	0	0	0	0	307
2011 CERTIFICATES OF OBLIGATION	835	0	0	0	0	0	835
Total	<b>2,200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,200</b>

Council District(s)  
CW

Project (20-00122) - Fire stations will receive roofing, HVAC replacement and other repairs/improvements as determined by the Fire Department Renovation Master Plan completed in 2003.

**FIRE TRAINING ACADEMY**

SPECIAL REVENUE RESERVE FUND	106	0	0	0	0	0	106
Total	<b>106</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>106</b>

Council District(s)  
6

Project (20-00100) - This project will address additional infrastructure needs to support the facility.

**RAILWAY SAFETY TRAINING BUILDING**

RAILWAY SAFETY GRANT	340	0	0	0	0	0	340
Total	<b>340</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>340</b>

Council District(s)  
6

Project (20-00010) - This project is for the design and construction of a 6,400 SF building for train derailment emergency response training on the grounds of the San Antonio Fire Training Academy. This facility is funded by a congressional earmark.



**PUBLIC HEALTH & SAFETY**

**FIRE PROTECTION**

**REPLACEMENT FIRE STATION # 2**

2011 CERTIFICATES OF OBLIGATION	989	2,789	0	0	0	0	3,778
Total	<b>989</b>	<b>2,789</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,778</b>

Council District(s)

3

Project (20-00011) - This project will provide for land acquisition, design and construction of replacement facilities for Fire Station 2. The Fire Department Renovation Master Plan of 2003 determined that these stations need major space additions, renovations, remodeling and repairs, and that it would be more cost effective to replace those stations.

**REPLACEMENT FIRE STATION # 27**

2006 CERTIFICATES OF OBLIGATION	1,013	0	0	0	0	0	1,013
2010 ISSUED CERTIFICATES OF OBLIGATION	2,035	0	0	0	0	0	2,035
Total	<b>3,048</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,048</b>

Council District(s)

7

Project (20-00013) - This project will provide for land acquisition, design and construction of replacement facilities for Fire Station 27. The Fire Department Renovation Master Plan of 2003 determined that these stations need major space additions, renovations, remodeling and repairs, and that it would be more cost effective to replace those stations.

**REPLACEMENT FIRE STATION # 28**

2010 ISSUED CERTIFICATES OF OBLIGATION	186	0	0	0	0	0	186
2011 CERTIFICATES OF OBLIGATION	3,504	0	0	0	0	0	3,504
Total	<b>3,690</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,690</b>

Council District(s)

1

Project (20-00014) - This project will provide for land acquisition, design and construction of replacement facilities for Fire Station 28. The Fire Department Renovation Master Plan of 2003 determined that these stations need major space additions, renovations, remodeling and repairs, and that it would be more cost effective to replace those stations.

**REPLACEMENT FIRE STATION # 32**

2006 CERTIFICATES OF OBLIGATION	604	0	0	0	0	0	604
Total	<b>604</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>604</b>

Council District(s)

8

Project (20-00015) - This project will provide for land acquisition, and design of replacement facilities for Fire Station 32. The Fire Department Renovation Master Plan of 2003 determined that these stations need major space additions, renovations, remodeling and repairs, and that it would be more cost effective to replace those stations.

**TEMPORARY FIRE STATION #50 DEMO**

2006 ISSUED TAX NOTES	93	0	0	0	0	0	93
Total	<b>93</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>93</b>

Council District(s)

3

Project (20-00111) - This project will provide for demolition of temporary Fire Station 50 after the permanent station is complete.

**TOTAL FIRE PROTECTION**

<b>22,357</b>	<b>2,789</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,146</b>
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**PUBLIC HEALTH & SAFETY**

**LAW ENFORCEMENT**

**EMERGENCY 911 DISPATCH CALL CENTER**

2011 MUNICIPAL FACILITIES CORPORATION REVENUE BONDS	4,669	0	0	0	0	0	4,669
ITSD HOMELAND SECURITY GRANT	485	0	0	0	0	0	485
URBAN AREA SECURITY INITIATIVES GRANT	2,131	0	0	0	0	0	2,131
Total	<b>7,285</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,285</b>

Council District(s)  
3

Project (40-00216) - This project will provide for the construction of an Emergency 911 Dispatch Call Center at Brooks City Base, adjacent to the EOC. It will provide space to replace and enlarge the existing facility presently located in the Police Headquarters facility that is to be demolished for the future site of the new federal courthouse.

**POLICE FACILITY IMPROVEMENTS**

2008 ISSUED CERTIFICATES OF OBLIGATION	331	0	0	0	0	0	331
Total	<b>331</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>331</b>

Council District(s)  
CW

Project (40-00174) - This project will provide funding for improvements to Police facilities.

**PUBLIC SAFETY HEADQUARTERS**

2011 CERTIFICATES OF OBLIGATION	28,704	0	0	0	0	0	28,704
UNISSUED CERTIFICATES OF OBLIGATION	1,670	0	0	0	0	0	1,670
Total	<b>30,374</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,374</b>

Council District(s)  
1

Project (40-00176) - This project will provide for the construction of a Public Safety Headquarters at Santa Rosa. It will provide space to replace the existing Police Headquarter and Fire Headquarter facilities that are being redirected for other uses.

**PUBLIC HEALTH & SAFETY**

**LAW ENFORCEMENT**

**REGIONAL INTEROPERABILITY SYSTEM & CAD**

1999 GO PUBLIC SAFETY IMPROVEMENT BOND	776	0	0	0	0	0	776
2007 ISSUED CERTIFICATES OF OBLIGATION	1,465	0	0	0	0	0	1,465
2008 ISSUED CERTIFICATES OF OBLIGATION	76	0	0	0	0	0	76
BEX CO FIRE MARSHAL'S OFFICE FIRE CODE FUND CONTRIB	25	0	0	0	0	0	25
BEX CO SHERRIFF'S OFFICE CAD ENHANCEMENT CONTRIB	15	0	0	0	0	0	15
GENERAL FUND	1,199	0	0	0	0	0	1,199
Total	<b>3,556</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,556</b>

Council District(s)

CW

Project (17-00032) - Funds will be allocated to procure application software, hardware, and other capital needed to improve the computer aided dispatch system and implement a Regional Emergency Communication system. This project will improve the effectiveness of public Safety services and improve the sharing of information between jurisdictions.

**TOTAL LAW ENFORCEMENT**

<b>41,546</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>41,546</b>
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**TOTAL PUBLIC HEALTH & SAFETY**

<b>164,054</b>	<b>17,946</b>	<b>1,742</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>183,742</b>
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**RECREATION & CULTURE**

**LIBRARIES**

**CENTRAL LIBRARY WEATHERIZATION PROJECT**

2008 ISSUED CERTIFICATES OF OBLIGATION	1,701	0	0	0	0	0	1,701
2010 ISSUED CERTIFICATES OF OBLIGATION	299	0	0	0	0	0	299
Total	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>

Council District(s)

1

Project (04-00108) - This project is for rehabilitation of the exterior surface of the Library. It also includes the replacement of the roof, skylight and leaks.

**LIBRARY DEFERRED MAINTENANCE**

UNISSUED CERTIFICATES OF OBLIGATION	1,600	0	0	0	0	0	1,600
Total	<b>1,600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,600</b>

Council District(s)

CW

Project (04-00058) - This project will repair electrical work system wide to coincide with EECBG work and Fire Alarm work at various libraries.

**TOTAL LIBRARIES**

<b>3,600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,600</b>
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**RECREATION & CULTURE**

**MUNICIPAL FACILITIES**

**ALAMODOME LOCKER ROOM RENOVATION**

CSEF STATE REIMBURSEMENT FUND	1,000	0	0	0	0	0	1,000
Total	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000</b>

Council District(s)  
1 2

Project (45-00022) - This project will provide for a new Alamodome home team locker room. The project will renovate approximately 7,880 sq.ft. of present storage area by providing a new locker room with showers, toilets and 120 lockers, a head coach and assistant coaches area and athletic training area. The project will also replace all shower heads and valves in the old locker rooms.

**ALAMODOME STRUCTURAL EXAMINATION**

HOTEL OCCUPANCY TAX RENEWAL & IMPROVEMENT CONTINGENCY FUND	200	0	0	0	0	0	200
Total	<b>200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200</b>

Council District(s)  
CW

Project (45-00023) - This project will provide for a structural examination of the Alamodome's Cable Roof System.

**CONVENTION CENTER BUILDING INFRASTRUCTURE**

CSEF STATE REIMBURSEMENT FUND	8,580	0	0	0	0	0	8,580
Total	<b>8,580</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,580</b>

Council District(s)  
CW

Project (42-00029) - This project will provide for interior and exterior building and infrastructure improvements.

**CONVENTION CENTER CATERING/CONCESSION FACILITY IMPROVEMENTS**

CSEF STATE REIMBURSEMENT FUND	750	0	0	0	0	0	750
Total	<b>750</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>750</b>

Council District(s)  
CW

Project (42-00031) - This project will provide for the construction of an exterior meeting space and the renovation of concession stands and procurement of kitchen and catering equipment.

**CONVENTION CENTER CUSTOMER SERVICE ENHANCEMENT PROJECT**

CSEF STATE REIMBURSEMENT FUND	250	0	0	0	0	0	250
Total	<b>250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>

Council District(s)  
CW

Project (42-00030) - This project will provide for the installation of new digital and static signage for way-finding and meeting rooms throughout the Convention Center.

**RECREATION & CULTURE**

**MUNICIPAL FACILITIES**

**CONVENTION CENTER EASTSIDE ROOF REPAIRS**

CSEF STATE REIMBURSEMENT FUND	150	0	0	0	0	0	150
Total	<b>150</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>150</b>

Council District(s)  
CW

Project (42-00037) - This project will repair roof damages not covered by warranty.

**CONVENTION CENTER EXTERIOR SIGNAGE**

CSEF STATE REIMBURSEMENT FUND	600	0	0	0	0	0	600
Total	<b>600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>600</b>

Council District(s)  
CW

Project (42-00034) - This project will install new exterior signage at Convention Center main entrance.

**CONVENTION CENTER FACILITY EQUIPMENT REPLACEMENTS**

CSEF STATE REIMBURSEMENT FUND	790	0	0	0	0	0	790
Total	<b>790</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>790</b>

Council District(s)  
CW

Project (42-00032) - This project will provide for the replacement of equipment, including various sized tables and other miscellaneous equipment.

**CONVENTION CENTER HISTORIC HOMES EXTERIOR RENOVATION PROJECT**

HOTEL OCCUPANCY TAX RENEWAL & IMPROVEMENT CONTINGENCY FUND	200	0	0	0	0	0	200
Total	<b>200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200</b>

Council District(s)  
CW

Project (42-00039) - This project will provide for the restoration or relocation of the Yturri and Griesenbach historic homes.

**CONVENTION CENTER RESTROOM RENOVATIONS**

CSEF STATE REIMBURSEMENT FUND	1,500	0	0	0	0	0	1,500
Total	<b>1,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500</b>

Council District(s)  
CW

Project (42-00036) - This project will renovate thirty-four public restrooms to include new tile, partitions, and paint.

**CONVENTION CENTER SECURITY MONITORING & TECHNOLOGY UPGRADES**

CSEF STATE REIMBURSEMENT FUND	578	0	0	0	0	0	578
Total	<b>578</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>578</b>

Council District(s)  
CW

Project (42-00033) - This project will provide for the improvement of internal and external access control (electronic card key access) within the Convention Center.

**RECREATION & CULTURE**

**MUNICIPAL FACILITIES**

**WOLFF STADIUM SEATING**

WOLFF STADIUM BUILDING FUND	250	0	0	0	0	0	250
Total	<b>250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>

Council District(s) Project (42-00040) - This project will replace Wolff Stadium seating.  
 CW

<b>TOTAL MUNICIPAL FACILITIES</b>	<b>14,848</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,848</b>
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**RECREATION & CULTURE**

**PARKS**

**ALAZAN CREEK (WOODLAWN LAKE TO LOMBRANO)**

PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	100	100	414	0	0	0	614
Total	<b>100</b>	<b>100</b>	<b>414</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>614</b>

Council District(s) Project (26-00598) - Design and construct hike & bike trails and associated improvements along Alazan Creek from Woodlawn Lake to Lombrano.  
 1 7

**APACHE CREEK (19TH ST. TO SAN JACINTO)**

PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	50	1,090	0	0	0	0	1,140
Total	<b>50</b>	<b>1,090</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,140</b>

Council District(s) Project (26-00601) - Widen concrete path, install signage, re-surface parking lot from 19th Street to San Jacinto.  
 5

**APACHE CREEK (COMMERCE ST. TO 24TH ST.)**

PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	100	300	178	0	0	0	578
Total	<b>100</b>	<b>300</b>	<b>178</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>578</b>

Council District(s) Project (26-00599) - Design and construct hike & bike trails and associated improvements along Apache Creek from Commerce to 24th Street.  
 5

**APACHE CREEK/SAN PEDRO CREEK SOUTH**

PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	75	75	472	2,000	610	0	3,232
Total	<b>75</b>	<b>75</b>	<b>472</b>	<b>2,000</b>	<b>610</b>	<b>0</b>	<b>3,232</b>

Council District(s) Project (26-00602) - Design and construct hike & bike trails and associated improvements along Apache Creek/San Pedro Creek South from San Jacinto to San Antonio River Confluence.  
 1 3

<b>FUNCTION/PROGRAM/PROJ./REV./SCOPE</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>TOTAL</b>
<b>RECREATION &amp; CULTURE</b>							
<b>PARKS</b>							
<b>BEACON HILL LINEAR PARK</b>							
2010 ISSUED CERTIFICATES OF OBLIGATION	45	0	0	0	0	0	45
Total	<u>45</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>45</u>
Council District(s)	Project (26-00572) - Project will provide park improvements including basketball court, natural playscape, picnic units, and landscaping.						
1							
<b>BONNIE CONNER PARK (HAUSMAN PARK)</b>							
2007 GO PARK & RECREATION IMPROVEMENT BOND	240	0	0	0	0	0	240
UDC FEE IN-LIEU-OF-FUNDS	39	0	0	0	0	0	39
Total	<u>279</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>279</u>
Council District(s)	Project (40-00089) - Development of park improvements adjacent to John Igo Branch Library.						
8							
<b>BROOKS PARK IMPROVEMENTS</b>							
BROOKSIDE TIRZ DEVELOPMENT FUND	300	0	0	0	0	0	300
Total	<u>300</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>300</u>
Council District(s)	Project (26-00087) - Provides for the development of a Neighborhood Park.						
3							
<b>CITYWIDE CREEKWAY ACQUISITION AND DESIGN</b>							
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	250	250	75	25	0	0	600
Total	<u>250</u>	<u>250</u>	<u>75</u>	<u>25</u>	<u>0</u>	<u>0</u>	<u>600</u>
Council District(s)	Project (26-00603) - Design and acquire land for hike & bike trail projects along San Antonio creekways.						
CW							
<b>CUELLAR PARK MEMORIAL AND LIGHTING</b>							
HOUSING & URBAN DEVELOPMENT 108 LOAN PROGRAM	25	0	0	0	0	0	25
Total	<u>25</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>25</u>
Council District(s)	Project (26-00592) - Memorial and installation of lighting.						
6							

**RECREATION & CULTURE**

**PARKS**

**CULEBRA CREEK (LEON GREENWAY AT CATHEDRAL)**

PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	0	200	200	400	744	3,900	5,444
<b>Total</b>	<b>0</b>	<b>200</b>	<b>200</b>	<b>400</b>	<b>744</b>	<b>3,900</b>	<b>5,444</b>

Council District(s)  
6

Project (26-00615) - Purchase Land, Design and Construct approximately 4.3 miles of hike & bike trail and associated amenities along Culebra Creek from Cathedral Rock Park to Culebra Creek Park.

**D3 PARK PROJECT (TBD)**

2007 GO STREET IMPROVEMENT BOND-A	50	0	0	0	0	0	50
<b>Total</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50</b>

Council District(s)  
3

Project (40-00248) - This project will provide for park improvements.

**DECO DISTRICT LANDSCAPE ENHANCEMENTS**

2009 ISSUED TAX NOTES	12	0	0	0	0	0	12
JOB TRAINING NEIGHBORHOOD REVITALIZATION	159	0	0	0	0	0	159
<b>Total</b>	<b>171</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>171</b>

Council District(s)  
7

Project (40-00217) - Project will provide landscape enhancements to the Deco District Fredericksburg Road from West Kings Highway to Furr Drive.

**EDISON HIGH SCHOOL STADIUM LIGHTING**

HOUSING & URBAN DEVELOPMENT 108 LOAN PROGRAM	62	0	0	0	0	0	62
<b>Total</b>	<b>62</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>62</b>

Council District(s)  
1

Project (40-00232) - This project will provide for stadium light upgrades.

**EDWARD'S AQUIFER LAND ACQUISITIONS**

PROP 1 - FY 2005 EDWARDS AQUIFER RECHARGE ZONE	2,828	0	0	0	0	0	2,828
<b>Total</b>	<b>2,828</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,828</b>

Council District(s)  
CW

Project (40-00271) - This project will provide for the acquisition of sensitive land over the Edwards Aquifer Recharge Zone.



FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**RECREATION & CULTURE**

**PARKS**

**EDWARD'S AQUIFER LAND PROPERTY PROTECTION**

PROP 1 - FY 2000 EDWARDS AQUIFER RECHARGE ZONE	967	363	0	0	0	0	1,330
Total	<u>967</u>	<u>363</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,330</u>

Council District(s)  
CW

Project (26-00037) - This project provides for the installation of fencing around the Natural Areas.

**EDWARDS AQUIFER PROTECTION PROGRAM**

PROP 1 - EDWARDS AQUIFER RECHARGE ZONE	469	0	0	0	0	0	469
Total	<u>469</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>469</u>

Council District(s)  
CW

Project (24-00013) - This project will provide for the acquisition of sensitive land over the Edwards Aquifer Recharge Zone.

**ESPADA CONNECTION**

PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	0	0	0	200	700	3,699	4,599
Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>200</u>	<u>700</u>	<u>3,699</u>	<u>4,599</u>

Council District(s)  
3

Project (26-00614) - Purchase Land, Design and Construct approximately 3.9 miles of hike & bike trail and associated amenities to connect Medina River Greenway to the San Antonio River Mission Reach.

**FRIEDRICH ACQUISITION**

PROP 1 - FY 2000 EDWARDS AQUIFER RECHARGE ZONE	325	0	0	0	0	0	325
Total	<u>325</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>325</u>

Council District(s)  
8

Project (26-00604) - Purchase 10 acres directly adjacent to Friedrich. By purchasing the 10 acres, we will get an additional 62 acres donated. All properties are directly adjacent to Friedrich Park and are currently owned by Stonewall estates. No additional staff resources will be needed for the purchase since the properties will be fenced.

**FRIEDRICH WILDERNESS PARK**

FRIEDRICH WILDERNESS PARK-DONATION	47	0	0	0	0	0	47
PARK DESIGNATED FUND	0	18	0	0	0	0	18
TPWD GRANT	83	27	0	0	0	0	110
UDC FEE IN-LIEU-OF-FUNDS	36	9	0	0	0	0	45
Total	<u>166</u>	<u>54</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>220</u>

Council District(s)  
8

Project (26-00597) - Project allocates funds for general improvements to Friedrich Park.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**RECREATION & CULTURE**

**PARKS**

**FT. SAM HOUSTON (JOHN JAMES PARK TO JACK WHITE PARK)**

PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	50	300	1,000	450	0	0	1,800
Total	<b>50</b>	<b>300</b>	<b>1,000</b>	<b>450</b>	<b>0</b>	<b>0</b>	<b>1,800</b>

Council District(s)  
2

Project (26-00612) - Purchase Land, Design and Construct approximately 2 miles of hike & bike trail and associated amenities along Salado Creek through Ft. Sam Houston from John James Park to Jack White Park.

**HARDBERGER PARK (FORMERLY VOELCKER PARK)**

2007 ISSUED CERTIFICATES OF OBLIGATION	1,397	1,075	0	0	0	0	2,472
2008 ISSUED CERTIFICATES OF OBLIGATION	0	1,225	0	0	0	0	1,225
2011 CERTIFICATES OF OBLIGATION	1,275	0	0	0	0	0	1,275
TPWD GRANT	1,190	0	0	0	0	0	1,190
Total	<b>3,862</b>	<b>2,300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,162</b>

Council District(s)  
CW

Project (40-00134) - This project provides for improvements to Hardberger Park based on the approved Master Plan.

**HEMISFAIR PARK**

2007 GO PARK & RECREATION IMPROVEMENT BOND	150	0	0	0	0	0	150
2008 ISSUED CERTIFICATES OF OBLIGATION	1,300	0	0	0	0	0	1,300
Total	<b>1,450</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,450</b>

Council District(s)  
1

Project (40-00090) - Provides funding to rehabilitate historic structures, provide infrastructure for outdoor events, upgrade restrooms, plumb and refurbish all water features in the park, enhance landscaping and irrigation, etc.

**HIGHLAND PARK COURT COVERING**

HOUSING & URBAN DEVELOPMENT 108 LOAN PROGRAM	38	0	0	0	0	0	38
Total	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>38</b>

Council District(s)  
3

Project (26-00591) - Purchase and installation of basketball court covering.

**HILLJE PROPERTY (PROPOSED - ROCKY RIOJAS)**

2006 CERTIFICATES OF OBLIGATION	205	0	0	0	0	0	205
Total	<b>205</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>205</b>

Council District(s)  
3

Project (26-00579) - Land acquisition; new playground and ADA accessibility improvements.

**RECREATION & CULTURE**

**PARKS**

**HUEBNER CREEK (LEON CREEK GREENWAY)**

PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	100	154	770	0	0	0	1,024
Total	<b>100</b>	<b>154</b>	<b>770</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,024</b>

Council District(s)

6 7

Project (26-00605) - Design and construction development of trails.

**HUESTA CREEK (BAMBERGER PARK TO UTSA)**

PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	0	100	82	910	0	0	1,092
Total	<b>0</b>	<b>100</b>	<b>82</b>	<b>910</b>	<b>0</b>	<b>0</b>	<b>1,092</b>

Council District(s)

8

Project (26-00606) - Design and construction development of trails.

**JAPANESE TEA GARDEN OVERLOOK**

2008 ISSUED CERTIFICATES OF OBLIGATION	45	0	0	0	0	0	45
TPWD GRANT	45	0	0	0	0	0	45
Total	<b>90</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>90</b>

Council District(s)

9

Project (26-00583) - This project will renovate elements of the Japanese Tea Garden Overlook.

**JIM MATTOX PARK (FORM. MISSION DEL LAGO)**

2007 GO PARK & RECREATION IMPROVEMENT BOND	12	0	0	0	0	0	12
Total	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>

Council District(s)

3

Project (40-00106) - Development of general park improvements, including sport court (tennis) on park land adjacent to the Mission Del Lago Golf Course.

**KELLY AREA PARK - NEW PLAYGROUND**

2011 TAX NOTES	10	0	0	0	0	0	10
Total	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>

Council District(s)

5

Project (26-00586) - New playground and ADA accessibility improvements.

**RECREATION & CULTURE**

**PARKS**

**LACKLAND TERRACE PARK / SKATE FACILITY**

2007 GO PARK & RECREATION IMPROVEMENT BOND	27	0	0	0	0	0	27
Total	<u>27</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>27</u>

Council District(s)  
4

Project (40-00195) - Development of general park improvements including a skate park.

**LANIER HIGH BASEBALL FIELD LIGHTS**

HOUSING & URBAN DEVELOPMENT 108 LOAN PROGRAM	124	0	0	0	0	0	124
Total	<u>124</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>124</u>

Council District(s)  
5

Project (40-00233) - This project will provide for upgrades to the baseball field lighting.

**LEON CG (LOOP TRAIL AT LEVI STRAUSS PARK)**

PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	1,022	1,317	0	0	0	0	2,339
PROP 3 - FY 2000 LINEAR PARK PROJECT	278	0	0	0	0	0	278
Total	<u>1,300</u>	<u>1,317</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,617</u>

Council District(s)  
6

Project (26-00078) - Design and construct hike and bike trails along the Leon Creek area including all associated trailheads, trails and amenities for a stretch of creek approximately 2.7 miles in length.

**LEON CREEK GREENWAY (ACQUISITIONS)**

PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	385	327	0	0	0	0	712
Total	<u>385</u>	<u>327</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>712</u>

Council District(s)  
CW

Project (26-00060) - This project will provide for the acquisition of properties along the Leon Creek and design of recreational hike and bike trails.

**LEON CREEK GREENWAY (BANDERA RD. TO INGRAM RD) + (INGRAM RD TO MILITARY)**

PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	1,006	1,065	0	0	0	0	2,071
Total	<u>1,006</u>	<u>1,065</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,071</u>

Council District(s)  
6 7

Project (26-00077) - Design and construct hike and bike trails along the Leon Creek area including all associated trailheads, trails and amenities for a stretch of creek approximately 5.3 miles in length. Construction consisted of two phases; Bandera Road to Ingram Road and Ingram Road to Military.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**RECREATION & CULTURE**

**PARKS**

**LEON GREENWAY TO SALADO GREENWAY CONNECT**

PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	0	0	2,000	2,000	3,000	4,301	11,301
Total	<u>0</u>	<u>0</u>	<u>2,000</u>	<u>2,000</u>	<u>3,000</u>	<u>4,301</u>	<u>11,301</u>

Council District(s)  
8 9

Project (26-00613) - Purchase Land, design and construct approximately 8.6 miles of hike & bike trail and associated amenities along Salado and Leon Creeks to connect the two trail systems.

**LINEAR GREENWAY CONNECTIONS**

PROP 2 - 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	414	100	50	0	0	0	564
PROP 3 - 2000 LINEAR PARK PROJECT	136	0	0	0	0	0	136
Total	<u>550</u>	<u>100</u>	<u>50</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>700</u>

Council District(s)  
CW

Project (26-00607) - Design, construction and development of trails.

**LINEAR PARK & WALKING TRAIL**

2006 CERTIFICATES OF OBLIGATION	350	0	0	0	0	0	350
Total	<u>350</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>350</u>

Council District(s)  
4

Project (26-00584) - New linear park and walking trail to be developed at a future park site.

**M.L. KING PARK**

2007 GO PARK & RECREATION IMPROVEMENT BOND	210	0	0	0	0	0	210
Total	<u>210</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>210</u>

Council District(s)  
2

Project (26-00470) - The Parks and Recreation Department has entered into a Funding Agreement with Eastside Christian Action Group (ECAG) in the amount of \$250,000 in '07 Bond Funds for development of an outdoor amphitheater in Martin Luther King Park in an area located north of Salado Creek.

**MAIN PLAZA**

2008 ISSUED CERTIFICATES OF OBLIGATION	250	0	0	0	0	0	250
2010 ISSUED CERTIFICATES OF OBLIGATION	24	0	0	0	0	0	24
Total	<u>274</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>274</u>

Council District(s)  
1

Project (40-00999) - The scope of the project includes the Main Plaza fountains alternative water supply study and the implementation of items which were identified by the Main Plaza Conservancy.

**RECREATION & CULTURE**

**PARKS**

**MARTINEZ CREEK (FREDERICKSBURG TO CINCINNATI)**

PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	50	75	596	0	0	0	721
Total	<u>50</u>	<u>75</u>	<u>596</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>721</u>

Council District(s)  
1 7

Project (26-00608) - Design and construct hike & bike trails and associated improvements along Martinez Creek from Fredericksburg to Cincinnati.

**MEDINA BASE ROAD PARK**

2007 GO PARK & RECREATION IMPROVEMENT BOND	11	0	0	0	0	0	11
Total	<u>11</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>

Council District(s)  
4

Project (40-00104) - Basic park improvements including basketball with lighting, trail addition with lighting, and concrete walkways.

**MEDINA RIVER GREENWAY (ACQUISITIONS AND DESIGN)**

PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	876	243	132	0	0	0	1,251
Total	<u>876</u>	<u>243</u>	<u>132</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,251</u>

Council District(s)  
3 4

Project (26-00055) - This project will provide for the acquisition of properties along the Medina River and design of recreational hike and bike trails.

**MEDINA RIVER GREENWAY (MEDINA RIVER CROSSING TO PLEASANTON RD)**

PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	414	2,021	320	0	0	0	2,755
Total	<u>414</u>	<u>2,021</u>	<u>320</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,755</u>

Council District(s)  
3

Project (26-00568) - Development of recreation hike and bike trails along the Medina River for a stretch of approximately 3 miles in length.

**MEDINA RIVER GREENWAY (PLEASANTON RD. TO MISSION DEL LAGO)**

PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	414	2,021	320	0	0	0	2,755
Total	<u>414</u>	<u>2,021</u>	<u>320</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,755</u>

Council District(s)  
3

Project (26-00569) - Development of recreation hike and bike trails along the Medina River for a stretch of approximately 3 miles in length.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>RECREATION &amp; CULTURE</b>							
<b>PARKS</b>							
<b>MISSION LIBRARY AMPHITHEATER</b>							
HOUSING & URBAN DEVELOPMENT 108 LOAN PROGRAM	294	0	0	0	0	0	294
Total	<u>294</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>294</u>
Council District(s)	Project (40-00234) - This project will provide for the design and construction of an outdoor plaza at the Mission Library site.						
3							
<b>MLK/WHEATLEY HEIGHTS SPORTSPLEX</b>							
2010 ISSUED CERTIFICATES OF OBLIGATION	550	0	0	0	0	0	550
Total	<u>550</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>550</u>
Council District(s)	Project (26-00573) - To increase visitor/spectator capacity through increased seating at the MLK/Wheatley Heights sportsplex.						
2							
<b>NANI FALCONE SKATE PARK</b>							
2007 GO PARK & RECREATION IMPROVEMENT BOND	32	0	0	0	0	0	32
Total	<u>32</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>32</u>
Council District(s)	Project (40-00109) - Development of a skate park.						
7							
<b>OLMOS CREEK (OLMOS PARK TO QUARRY MARKET)</b>							
PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	50	50	690	0	0	0	790
Total	<u>50</u>	<u>50</u>	<u>690</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>790</u>
Council District(s)	Project (26-00609) - Design and construction development of trails.						
9							
<b>PROP ACQUISITION-OPEN SPACE-DISTRICT 4</b>							
STREET/DRAINAGE MAINTENANCE IMPROVEMENT FUND	50	0	0	0	0	0	50
Total	<u>50</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>50</u>
Council District(s)	Project (26-00565) - This project is for acquisition of land at the Southeast Corner of Ray Ellison Boulevard and Valley High Drive by Liberty Village (vacant, in floodplain) at approximately 2-3 acres. The scope of the project will be executed up to funds available in the project budget.						
4							

**RECREATION & CULTURE**

**PARKS**

**RIVERWALK IMPROVEMENT PROJECTS  
(HISTORIC RIVER BEND)**

2008 ISSUED CERTIFICATES OF OBLIGATION	118	0	0	0	0	0	118
2009 ISSUED TAX NOTES	1,882	0	0	0	0	0	1,882
2010 ISSUED CERTIFICATES OF OBLIGATION	623	0	0	0	0	0	623
RIVERWALK CAPITAL IMPROVEMENT FUND	370	370	370	370	370	0	1,850
UNISSUED CERTIFICATES OF OBLIGATION	2,500	0	0	0	0	0	2,500
Total	<b>5,493</b>	<b>370</b>	<b>370</b>	<b>370</b>	<b>370</b>	<b>0</b>	<b>6,973</b>

Council District(s)

1

Project (40-00170) - The project consists of demolition and site preparation, construction of accessible walkways and landings, as recommended in the 5-year Master Plan.

**ROOSEVELT PARK PLAYGROUND (DISTRICT 5  
PARKS)**

2007 GO PARK & RECREATION IMPROVEMENT BOND	20	0	0	0	0	0	20
Total	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>

Council District(s)

5

Project (40-00121) - Development of basic park improvements to include an additional playground, relocation of CPS line, fence, walkway.

**ROSEDALE PARK - SKATE PARK AND OTHER**

2007 GO PARK & RECREATION IMPROVEMENT BOND	42	0	0	0	0	0	42
Total	<b>42</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>

Council District(s)

5

Project (40-00122) - Development of basic park improvements to include a skate park and electrical upgrades.

**SALADO CREEK (SOUTHSIDE LIONS PARK TO SE  
MILITARY DRIVE)**

PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	0	200	500	376	1,880	0	2,956
Total	<b>0</b>	<b>200</b>	<b>500</b>	<b>376</b>	<b>1,880</b>	<b>0</b>	<b>2,956</b>

Council District(s)

3

Project (26-00616) - Purchase Land, Design and Construct approximately 2 miles of hike & bike trail and associated amenities along Salado Creek from Southside Lions Park to Southeast Military Drive.

**SALADO CREEK GREENWAY (ACQUISITIONS)**

PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	0	648	0	0	0	0	648
PROP 3 - FY 2000 LINEAR PARK PROJECT	196	111	0	0	0	0	307
Total	<b>196</b>	<b>759</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>955</b>

Council District(s)

CW

Project (26-00064) - This project will provide for the acquisition of properties along the Salado Creek and design of recreational hike and bike trails.



FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>RECREATION &amp; CULTURE</b>							
<b>PARKS</b>							
<b>SALADO CREEK GREENWAY (HARDBERGER TO WALKER RANCH)</b>							
PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	950	1,050	899	0	0	0	2,899
Total	<u>950</u>	<u>1,050</u>	<u>899</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,899</u>
Council District(s)	Project (26-00080) - Designs and constructs hike and bike trails along the Salado Creek area including all associated trailheads, trails and amenities for a stretch of creek approximately 1.2 miles in length.						
9							
<b>SALADO CREEK GREENWAY (WALKER RANCH TO MCALLISTER PARK)</b>							
PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	782	91	30	0	0	0	903
Total	<u>782</u>	<u>91</u>	<u>30</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>903</u>
Council District(s)	Project (26-00526) - Provide wayfinding/interpretive signage to accompany hike & bike trail constructed in conjunction with Wurzbach Parkway.						
9							
<b>SALADO CREEK GREENWAY (JOHN JAMES TO FT. SAM HOUSTON)</b>							
PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT	400	512	124	0	0	0	1,036
Total	<u>400</u>	<u>512</u>	<u>124</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,036</u>
Council District(s)	Project (26-00525) - Construct .6 miles of hike & bike paths and/or bike lanes along Holbrook Road including wayfinding/interpretive signage.						
2							
<b>SAN ANTONIO RIVER IMPROVEMENTS</b>							
2008 ISSUED CERTIFICATES OF OBLIGATION	722	0	0	0	0	0	722
PROP 2 - FY 2005 SAN ANTONIO RIVER IMPROVEMENTS	3,000	0	0	0	0	0	3,000
Total	<u>3,722</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,722</u>
Council District(s)	Project (23-00946) - Provide amenities for improvements for SA River Channel to create linear park from Hildebrand to Lexington and Alamo to Mission Espada including hike and bike trails, landscaping, lighting, etc. Managed by SA River Authority.						
CW							
<b>STABLEWOOD PARK</b>							
2007 GO PARK & RECREATION IMPROVEMENT BOND	19	0	0	0	0	0	19
Total	<u>19</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>19</u>
Council District(s)	Project (40-00126) - Development of basic park improvements including trail lighting, basketball court with lighting, trail re-alignment, picnic units, portable toilet enclosure and walkways.						
4							

**RECREATION & CULTURE**

**PARKS**

**SUNSET HILLS BASKETBALL COURT**

2007 GO PARK & RECREATION IMPROVEMENT BOND	180	0	0	0	0	0	180
Total	<u>180</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>180</u>

Council District(s) 7 Project (40-00128) - Renovate the existing basketball court.

**TOM SLICK PARK**

2007 GO PARK & RECREATION IMPROVEMENT BOND	70	0	0	0	0	0	70
Total	<u>70</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>70</u>

Council District(s) 6 Project (40-00130) - Development of basic park improvements, to include a pavilion, two dog parks, water fountains and picnic tables.

**UNIVERSITY OF TEXAS AT SAN ANTONIO ATHLETICS FACILITIES**

2007 GO PARK & RECREATION IMPROVEMENT BOND	4,758	0	0	0	0	0	4,758
Total	<u>4,758</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4,758</u>

Council District(s) 8 Project (40-00131) - Collaboration with other entities to develop venues for youth tournaments and competitions, including baseball, softball, track, soccer, tennis, and various practice fields. City will fund infrastructure improvements.

**WESTSIDE CREEKS UNDESIGNATED TRAIL DEVEL**

PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT	282	300	300	200	2,750	0	3,832
Total	<u>282</u>	<u>300</u>	<u>300</u>	<u>200</u>	<u>2,750</u>	<u>0</u>	<u>3,832</u>

Council District(s) 1 3 Project (26-00617) - Purchase Land, design and construct hike & bike trail and associated amenities along one or more of the Westside Creeks (Alazan, Apache, Martinez or San Pedro Creek).

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**RECREATION & CULTURE**

**PARKS**

**WOODLAWN LAKE PARK PEDESTRIAN BRIDGE**

2007 GO PARK & RECREATION IMPROVEMENT BOND	259	0	0	0	0	0	259
2009 ISSUED TAX NOTES	303	0	0	0	0	0	303
2010 ISSUED CERTIFICATES OF OBLIGATION	1,143	0	0	0	0	0	1,143
COMMUNITY DEVELOPMENT BLOCK GRANT	175	0	0	0	0	0	175
GENERAL FUND	225	0	0	0	0	0	225
Total	<b>2,105</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,105</b>

Council District(s)

7

Project (40-00137) - Development of basic park improvements including a pedestrian bridge and playground expansion.

**TOTAL PARKS**

<b>38,065</b>	<b>15,787</b>	<b>9,522</b>	<b>6,931</b>	<b>10,054</b>	<b>11,900</b>	<b>92,259</b>
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**TOTAL RECREATION & CULTURE**

<b>56,514</b>	<b>15,787</b>	<b>9,522</b>	<b>6,931</b>	<b>10,054</b>	<b>11,900</b>	<b>110,708</b>
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**TRANSPORTATION**

**AIR TRANSPORTATION**

**ABANDONED SITE REHAB**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	375	0	0	0	0	375
Total	<b>0</b>	<b>375</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>375</b>

Council District(s)

CW

Project (33-00076) - This project will dewater and fill a decommissioned wastewater treatment facility built in 1942. Removing the water source will support efforts to mitigate wildlife attractants on and near the airport. Remediation will be performed if identified during the design investigation.

**AIRFIELD ELECTRICAL & LIGHTING UPGRADE**

2007 GENERAL AIRPORT REVENUE BONDS	1,000	0	0	0	0	0	1,000
Total	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000</b>

Council District(s)

CW

Project (33-00148) - This project includes the upgrading of various airfield electrical and lighting components at the International Airport.

**AIRPORT ELECTRONIC SIGN**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	310	0	0	0	0	310
Total	<b>0</b>	<b>310</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>310</b>

Council District(s)

CW

Project (33-00049) - This project will replace the electronic scrolling marquis message board at San Antonio International Airport. The new sign will provide an updated, more visible sign that will provide complete messages for Airport patrons and customers.

**TRANSPORTATION**

**AIR TRANSPORTATION**

**AIRPORT OPERATIONS OFFICES**

2001 GENERAL AIRPORT REVENUE BONDS	230	0	0	0	0	0	230
Total	<b>230</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>230</b>

Council District(s)  
CW

Project (33-00064) - This project will provide for the build out of offices and other areas within Terminal B in support of airport operations displaced by the decommissioning of Terminal 2.

**AIRPORT ROADWAY IMPROVEMENTS**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	400	450	150	0	0	0	1,000
Total	<b>400</b>	<b>450</b>	<b>150</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000</b>

Council District(s)  
CW

Project (33-00071) - This project provides funding for pavement failures on Airport maintained roadways and parking lots. Funding will include evaluation, design and construction.

**AIRPORT-OWNED FACILITY REFURBISHMENTS**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	1,200	200	200	200	200	0	2,000
Total	<b>1,200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>0</b>	<b>2,000</b>

Council District(s)  
CW

Project (33-00065) - This project will perform building modifications and updates to bring hangars/buildings up to code.

**APRON AND UTILITIES**

2010 PASSENGER FACILITY CHARGE BONDS	0	0	78	0	0	0	78
AIRPORT IMPROVEMENT PROGRAM GRANT	0	0	233	1,200	2,854	2,854	7,141
AIRPORT PASSENGER FACILITY CHARGE	0	0	0	400	951	951	2,302
Total	<b>0</b>	<b>0</b>	<b>311</b>	<b>1,600</b>	<b>3,805</b>	<b>3,805</b>	<b>9,521</b>

Council District(s)  
CW

Project (33-00028) - This multi-phased project will complete the re-construction of aircraft parking apron and underground utilities following demolition of Terminal 2. Project construction is dependent on timing of FAA Grant.

**ARFF VEHICLE REPLACEMENT**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	250	0	0	0	0	0	250
AIRPORT IMPROVEMENT PROGRAM GRANT	750	0	0	0	0	0	750
Total	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000</b>

Council District(s)  
CW

Project (33-00045) - This project includes the purchase of a new Airport Rescue & Fire Fighter Vehicle as a replacement for one that is 14 years old. Project purchase start is dependent on timing of FAA grant.

**TRANSPORTATION**

**AIR TRANSPORTATION**

**ARFF: PAST TRAINER - FOUNDATION**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	50	0	0	0	0	0	50
Total	<u>50</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>50</u>

Council District(s)  
CW

Project (33-00070) - This project provides for a concrete foundation for Penetration Aircraft Skin Trainer (PAST) for the Aircraft Rescue Fire Fighting division.

**BUILDING #1620 REPAIRS**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	60	0	0	0	0	0	60
Total	<u>60</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>60</u>

Council District(s)  
CW

Project (33-00063) - In Fiscal Year 2011, the items affecting the foundation for Building #1620 were repaired. Time is required to allow the foundation to settle before remaining repairs can be made to the building.

**BUILDING SYSTEMS UPGRADES & IMPROVEMENTS**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	400	280	250	275	225	250	1,680
Total	<u>400</u>	<u>280</u>	<u>250</u>	<u>275</u>	<u>225</u>	<u>250</u>	<u>1,680</u>

Council District(s)  
CW

Project (33-00111) - The project provides funding for capital improvements to City owned facilities throughout the Airport. These projects can include roof repairs and other building modifications.

**COMMON USE IMPLEMENTATION**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	0	2,000	0	2,000
Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,000</u>	<u>0</u>	<u>2,000</u>

Council District(s)  
CW

Project (33-00066) - This project will implement the IT components for common use system in Terminals A and B. Common Use provides the airport with flexibility for gates and hold rooms.

**CONSOLIDATED RENTAL CAR FACILITY**

CUSTOMER FACILITY CHARGE	18,000	98,100	10,900	0	0	0	127,000
Total	<u>18,000</u>	<u>98,100</u>	<u>10,900</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>127,000</u>

Council District(s)  
CW

Project (33-00079) - This project provides funding for a consolidated rental car facility, which centralizes Airport rental car operators into a single facility. The facility will feature rental car counters and ready/return services.

**DEICING**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	1,000	0	0	1,000
Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,000</u>	<u>0</u>	<u>0</u>	<u>1,000</u>

Council District(s)  
CW

Project (33-00030) - This project will design and install an aircraft deicing area/aircraft wash rack.

**TRANSPORTATION**

**AIR TRANSPORTATION**

**DEMOLITION OF 3 SURPLUS HANGARS**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	200	0	0	0	0	200
Total	<u>0</u>	<u>200</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>200</u>

Council District(s)

CW

Project (33-00073) - Three buildings (#1400, #1401 and former Dollar building in front of #1312) were declared surplus by City Council and authorized to be demolished. The project includes environmental and demolition services. Their removal provides the Airport with additional properties for leasing opportunities.

**DEMOLITION OF EXISTING CUP**

CUSTOMER FACILITY CHARGE	155	960	0	0	0	0	1,115
Total	<u>155</u>	<u>960</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,115</u>

Council District(s)

CW

Project (33-00047) - This project will decommission and demolish the old Central Utility Plant to include the disconnect of utilities, abatement, and the demolition and removal of the building, the tank, the equipment, CPS transformers and restore site to grade.

**DISTRIBUTED ANTENNA SYSTEM UPGRADES**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	400	0	0	0	400
Total	<u>0</u>	<u>0</u>	<u>400</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>400</u>

Council District(s)

CW

Project (33-00067) - This project expands the Distributed Antennae System into Terminal A to match the Terminal B system. It will improve public safety radio coverage coverage. This work will include design, bidding, and implementation.

**DRAINAGE MASTER PLAN**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	312	188	0	0	0	500
AIRPORT IMPROVEMENT PROGRAM GRANT	0	938	562	0	0	0	1,500
Total	<u>0</u>	<u>1,250</u>	<u>750</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,000</u>

Council District(s)

CW

Project (33-00078) - This project updates the 20 year old Drainage Master Plan for the San Antonio International Airport. It will evaluate existing conditions and proposed development in compliance with the recently updated drainage Advisory Circular from the FAA. The utility map of the Airport will also be updated.

**EMPLOYEE SCREENING**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	0	500	0	500
Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>500</u>	<u>0</u>	<u>500</u>

Council District(s)

CW

Project (33-00026) - This project will install the IT components for employee screening lanes in both Terminals A and B, if it becomes a federal requirement.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**TRANSPORTATION**

**AIR TRANSPORTATION**

**EXTEND RUNWAY 21 & TAXIWAY "N"**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	125	0	0	0	0	0	125
AIRPORT IMPROVEMENT PROGRAM GRANT	10,500	3,375	0	0	0	0	13,875
AIRPORT PASSENGER FACILITY CHARGE	3,375	1,125	0	0	0	0	4,500
Total	<b>14,000</b>	<b>4,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,500</b>

Council District(s)  
CW

Project (33-00160) - This project extends Runway 21 and Taxiway "N" a distance of 1,000 feet in support of increased air traffic and to enhance the airport's capacity. Project funding for this phased project is dependent on FAA grant.

**FACILITIES MANAGEMENT SOFTWARE PROGRAMS**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	1,115	0	0	0	0	0	1,115
Total	<b>1,115</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,115</b>

Council District(s)  
CW

Project (33-00052) - This project will fund the implementation of two software programs. The first enhances the tracking capabilities for critical assets for accurate reporting of maintenance and performance. The second software program is for real estate management.

**GENERAL AVIATION FIS FACILITY, SAT**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	500	0	0	0	0	0	500
Total	<b>500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500</b>

Council District(s)  
CW

Project (33-00050) - This project will renovate a yet-to-be determined location to utilize as a Federal Inspection Services site by US Customs.

**HOURLY GARAGE STRUCTURAL REPAIRS**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	295	0	0	0	0	0	295
Total	<b>295</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>295</b>

Council District(s)  
CW

Project (33-00035) - This project continues recommended repairs to the Hourly Parking Garage.

**JET CENTER MUNICIPAL SOLID WASTE**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	180	0	0	560	300	1,040
Total	<b>0</b>	<b>180</b>	<b>0</b>	<b>0</b>	<b>560</b>	<b>300</b>	<b>1,040</b>

Council District(s)  
CW

Project (33-00051) - This project will provide an environmental assessment of airport property formerly used as a municipal solid waste site. Following the assessment, the Airport will be able to determine development possibilities for the site.

**TRANSPORTATION**

**AIR TRANSPORTATION**

**MAINTENANCE OFFICE RENOVATIONS**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	350	0	0	0	0	350
Total	<u>0</u>	<u>350</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>350</u>

Council District(s)

CW

Project (33-00074) - This project upgrades restrooms and lighting. It will also replace the flooring and provide for a build out for a conference/training room.

**MASTER PLAN ELECTRONIC AIRPORT LAYOUT PLAN**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	38	0	0	0	0	0	38
AIRPORT IMPROVEMENT PROGRAM GRANT	115	0	0	0	0	0	115
Total	<u>153</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>153</u>

Council District(s)

CW

Project (33-00146) - This project completes the electronic airport layout plan (E-ALP) as part of a pilot program for the Federal Aviation Administration. The Master Plan itself was approved by City Council in March 2011.

**MASTER PLAN UPDATE, SAT**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	0	0	350	350
AIRPORT IMPROVEMENT PROGRAM GRANT	0	0	0	0	0	1,050	1,050
Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,400</u>	<u>1,400</u>

Council District(s)

CW

Project (33-00032) - This project updates the Master Plan for San Antonio International Airport. This update will be used as a planning and programming tool for future capital development.

**MUFIDS MODERNIZATION**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	1,400	0	0	0	0	1,400
Total	<u>0</u>	<u>1,400</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,400</u>

Council District(s)

CW

Project (33-00059) - This project provides for the design and implementation of the update of the Multi-User Flight Information Display System (MUFIDS). MUFIDS are the arrival and departure display system at the International airport.

**NEW TRITURATOR FACILITY**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	350	0	0	0	0	350
Total	<u>0</u>	<u>350</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>350</u>

Council District(s)

CW

Project (33-00057) - This project will construct a triturator facility with a slurry grinder stage and grinder pump stage that will allow waste gravity flow to a sanitary sewer.



FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>TRANSPORTATION</b>							
<b>AIR TRANSPORTATION</b>							
<b>NORTHSIDE DEVELOPMENT ACCESS</b>							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	298	2,677	0	0	0	2,975
Total	<u>0</u>	<u>298</u>	<u>2,677</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,975</u>
Council District(s)	Project (33-00027) - This project will assist in the development of sites for tenants to lease on the northwest side of San Antonio International Airport.						
CW							
<b>OUTSIDE PLANT CAMPUS IT RING</b>							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	6,541	0	0	0	6,541
Total	<u>0</u>	<u>0</u>	<u>6,541</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6,541</u>
Council District(s)	Project (33-00044) - This project will complete the Outside Plant Communication Ring around the campus. This work will provide the connectivity to all remaining distribution nodes and will provide redundant ring connectivity throughout the entire Campus. This work will include design, bidding, and implementation.						
CW							
<b>PAGING MODERNIZATION</b>							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	380	0	0	0	0	380
Total	<u>0</u>	<u>380</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>380</u>
Council District(s)	Project (33-00068) - This project upgrades the Terminal A paging system to digital paging system which will match the Terminal B paging system. Work will include design, bidding, and implementation.						
CW							
<b>PARKING AREA SURVEILLANCE</b>							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	555	0	0	0	0	0	555
Total	<u>555</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>555</u>
Council District(s)	Project (33-00041) - This project will incorporate upgraded CCTV and new emergency call boxes as needed in the parking garage system.						
CW							
<b>PARKING REVENUE CONTROL SYSTEM</b>							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	5,000	0	0	0	0	0	5,000
Total	<u>5,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5,000</u>
Council District(s)	Project (33-00196) - This project replaces the existing system with an integrated revenue control system for parking and other ground transportation operations.						
CW							

**TRANSPORTATION**

**AIR TRANSPORTATION**

**PASSENGER BOARDING BRIDGES**

2010 PASSENGER FACILITY CHARGE BONDS	5,000	1,280	0	0	0	0	6,280
Total	<b>5,000</b>	<b>1,280</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,280</b>

Council District(s)  
CW

Project (33-00043) - This project provides for passenger boarding bridges, preconditioned air units, 400 Hz units, baggage chutes and potable water, to the terminal buildings. The bridges are custom made with a long lead time for assembly processing.

**PAVEMENT MAINTENANCE MANAGEMENT PROGRAM**

2001 AIRPORT SYSTEM IMPROVEMENT REVENUE BONDS	150	0	0	0	0	0	150
Total	<b>150</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>150</b>

Council District(s)  
CW

Project (33-00054) - This project evaluates the pavement on the runways and taxiways to determine the lifespan of the pavement. This assessment will be used to determine future capital projects.

**PERIMETER INTRUSION DETECTION SYSTEM**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	0	4,000	0	4,000
Total	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,000</b>	<b>0</b>	<b>4,000</b>

Council District(s)  
CW

Project (33-00080) - This project improves overall security at the International airport. The implementation of PIDS can range widely from fencing line security to thermal cameras and millimeter wave radar systems. This work will include design, bidding, and implementation.

**PERIMETER ROAD RECONSTRUCTION**

AIRPORT IMPROVEMENT PROGRAM GRANT	210	615	615	946	0	0	2,386
AIRPORT PASSENGER FACILITY CHARGE	70	205	205	315	0	0	795
Total	<b>280</b>	<b>820</b>	<b>820</b>	<b>1,261</b>	<b>0</b>	<b>0</b>	<b>3,181</b>

Council District(s)  
CW

Project (33-00024) - This project provides for the design and phased reconstruction of critical areas of the perimeter road. Project funding is dependent on FAA grant.

**RECONSTRUCT TAXIWAY E**

AIRPORT IMPROVEMENT PROGRAM GRANT	0	0	0	150	1,247	1,097	2,494
AIRPORT PASSENGER FACILITY CHARGE	0	0	0	50	415	366	831
Total	<b>0</b>	<b>0</b>	<b>0</b>	<b>200</b>	<b>1,662</b>	<b>1,463</b>	<b>3,325</b>

Council District(s)  
CW

Project (33-00194) - This project includes the reconstruction of a portion of Taxiway E, located east of Runway 3/21. This project was recommended in the Master Plan. Project funding is dependent on FAA grant.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**TRANSPORTATION**

**AIR TRANSPORTATION**

**REHABILITATE WEST CARGO FACILITIES**

2010 TAX NOTE, AIRPORT	0	280	2,600	0	0	0	2,880
Total	<b>0</b>	<b>280</b>	<b>2,600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,880</b>

Council District(s)  
CW

Project (33-00075) - This project rehabilitates the West Cargo Facilities. The Master Plan identified these facilities as needing renovations.

**RESIDENTIAL ACOUSTICAL TREATMENT PROGRAM**

2007 AIRPORT PASSENGER FACILITY CHARGE BONDS	302	0	0	0	0	0	302
2010 PASSENGER FACILITY CHARGE BONDS	1,948	2,000	2,000	2,000	0	0	7,948
AIRPORT IMPROVEMENT PROGRAM GRANT	9,000	8,000	8,000	8,000	8,000	8,000	49,000
UNISSUED AIRPORT PASSENGER FACILITY CHARGE BONDS	0	0	0	0	2,000	2,000	4,000
Total	<b>11,250</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>61,250</b>

Council District(s)  
CW

Project (33-00170) - The Residential Acoustical Treatment Program is a federal program with a City match, whereby residences located within eligible, FAA-determined noise exposure levels will be treated to reduce interior noise. Project funding is dependent on FAA grant.

**RUNWAY 12R RECONSTRUCTION**

2010 TAX NOTE, AIRPORT	18	50	0	0	0	0	68
AIRPORT IMPROVEMENT PROGRAM GRANT	53	1,600	8,085	17,505	2,979	8,938	39,160
AIRPORT PASSENGER FACILITY CHARGE	0	550	2,695	5,835	993	2,979	13,052
Total	<b>71</b>	<b>2,200</b>	<b>10,780</b>	<b>23,340</b>	<b>3,972</b>	<b>11,917</b>	<b>52,280</b>

Council District(s)  
CW

Project (33-00178) - This project provides for the design and reconstruction to primary Runway 12R. The project will also include new shoulders and updated lighting. This project was recommended in the Master Plan. Project funding is dependent on FAA grant.

**RUNWAY SIGNAGE & MARKING, 12L (MAGNETIC HEADING CHANGE)**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	182	0	0	0	182
AIRPORT IMPROVEMENT PROGRAM GRANT	0	0	547	0	0	0	547
Total	<b>0</b>	<b>0</b>	<b>729</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>729</b>

Council District(s)  
CW

Project (33-00029) - This project replaces runway signage and markings due to long-term changes to the magnetic headings of all three runways. Replacement will be implemented in phases. Project funding is dependent on FAA grant.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**TRANSPORTATION**

**AIR TRANSPORTATION**

**SECURITY CAMERA UPGRADE**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	590	0	0	0	0	0	590
Total	<u>590</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>590</u>

Council District(s)  
CW

Project (33-00072) - This project replaces 90 analog security cameras in various locations in Terminal A, commercial apron and AOA perimeter with 90 digital cameras and install 10 additional digital cameras in Terminal A north and south concourse.

**SMS PILOT STUDY**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	75	0	0	0	0	0	75
AIRPORT IMPROVEMENT PROGRAM GRANT	225	0	0	0	0	0	225
Total	<u>300</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>300</u>

Council District(s)  
CW

Project (33-00037) - As part of an FAA pilot program, this project will develop a Safety Management Systems (SMS) program and plan for San Antonio International Airport. Anticipated benefits of the SMS plan is the application of a systematic, proactive, and well-defined safety program which allows an airport to continue to improve safety in the face of forecasted growth in air traffic activity.

**STINSON BUILDING MODIFICATIONS**

STINSON REVOLVING FUND	50	0	0	0	0	0	50
TEXAS DEPARTMENT OF TRANSPORTATION	50	0	0	0	0	0	50
Total	<u>100</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>100</u>

Council District(s)  
CW

Project (33-00033) - This project will remove and replace the roof on City-Owned Hangar 4.

**STINSON FIELD SECURITY AND IT UPGRADES**

STINSON REVOLVING FUND	0	0	0	0	0	2,500	2,500
Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,500</u>	<u>2,500</u>

Council District(s)  
CW

Project (33-00077) - This project will provide upgrades to IT Improvements at Stinson Airport and Airfield.

**STINSON LAND ACQUISITION & UTILITIES**

STINSON REVOLVING FUND	180	0	0	0	0	0	180
Total	<u>180</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>180</u>

Council District(s)  
CW

Project (33-00183) - This project includes the acquisition of land for Runway 1432 at Stinson Municipal Airport.

**TRANSPORTATION**

**AIR TRANSPORTATION**

**STINSON MASTER PLAN UPDATE**

STINSON REVOLVING FUND	244	0	0	0	0	0	244
Total	<u>244</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>244</u>

Council District(s)  
CW

Project (33-00034) - This project updates the 2001 Airport Master Plan for Stinson Municipal Airport. This update will be used as a planning and programming tool for future capital development.

**STINSON NEW AIR TRAFFIC CONTROL TOWER**

STINSON REVOLVING FUND	470	1,000	0	0	0	0	1,470
TEXAS DEPARTMENT OF TRANSPORTATION	1,299	0	0	0	0	0	1,299
Total	<u>1,769</u>	<u>1,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,769</u>

Council District(s)  
CW

Project (33-00010) - This project includes the site selection, design, and construction of a new air traffic control tower (ATCT) at Stinson Municipal Airport. A new ATCT will eliminate anticipated line-of-sight issues that will occur with future development.

**STINSON PARKING LOT**

STINSON REVOLVING FUND	175	0	0	0	0	0	175
Total	<u>175</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>175</u>

Council District(s)  
CW

Project (33-00055) - This project will provide the lighting, bumper stops, and striping for the new parking lot to support the Stinson Municipal Airport Terminal Building.

**STINSON RUNWAY 1432**

STINSON REVOLVING FUND	37	313	0	0	0	0	350
TEXAS DEPARTMENT OF TRANSPORTATION	329	2,817	0	0	0	0	3,146
Total	<u>366</u>	<u>3,130</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,496</u>

Council District(s)  
CW

Project (33-00060) - This project will provide for a structural overlay of the runway with lights and signs associated with ramp and taxiway, utility upgrades and easements. This project received a federal earmark.

**STINSON SECURITY CAMERAS**

STINSON REVOLVING FUND	150	0	0	0	0	0	150
Total	<u>150</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>150</u>

Council District(s)  
CW

Project (33-00016) - This project includes the installation of security cameras and at vehicle access gates at Stinson Municipal Airport to be monitored by the communications center at San Antonio International Airport.

**TRANSPORTATION**

**AIR TRANSPORTATION**

**STORMWATER OUTFALL REPAIRS**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	480	0	0	0	0	480
Total	<u>0</u>	<u>480</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>480</u>

Council District(s)

CW

Project (33-00036) - This project repairs, replaces and/or installs stormwater system outfall structures at both airports to include velocity dissipation control.

**SUPPORT SERVICES BUILDING**

UNISSUED AIRPORT REVENUE BONDS	0	0	0	1,400	9,450	3,150	14,000
Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,400</u>	<u>9,450</u>	<u>3,150</u>	<u>14,000</u>

Council District(s)

CW

Project (33-00053) - This project provides for the construction of a new building to centralize Airport personnel displaced by the new terminal. The building will also house centralize IT functions and a control center to support the operational needs of the airport.

**TAXIWAY G RECONSTRUCTION, PHASE I**

2010 TAX NOTE, AIRPORT	463	0	0	0	0	0	463
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	1,057	3,171	0	0	0	4,228
AIRPORT IMPROVEMENT PROGRAM GRANT	1,388	3,171	9,511	0	0	0	14,070
Total	<u>1,851</u>	<u>4,228</u>	<u>12,682</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>18,761</u>

Council District(s)

CW

Project (33-00193) - The reconstruction of Taxiway G is phased to minimize construction impacts on airport operations. Phase I provides for the design and reconstruction of the southeastern section of Taxiway G, from Runway 3/21 to Taxiway A. Project is dependent upon FAA grant.

**TAXIWAY G RECONSTRUCTION, PHASE II**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	0	181	1,009	1,190
AIRPORT IMPROVEMENT PROGRAM GRANT	0	0	0	0	544	3,026	3,570
Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>725</u>	<u>4,035</u>	<u>4,760</u>

Council District(s)

CW

Project (33-00023) - The reconstruction of Taxiway G is phased to minimize construction impacts on airport operations. Phase II provides for the design and reconstruction of Taxiway G, from Taxiway A to Runway 12R/30L. Project is dependent upon FAA grant.

**TECHNOLOGY MASTER PLANNING SERVICES**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	250	0	0	200	0	0	450
Total	<u>250</u>	<u>0</u>	<u>0</u>	<u>200</u>	<u>0</u>	<u>0</u>	<u>450</u>

Council District(s)

CW

Project (33-00058) - This project will provide IT master planning for IT projects at International and Stinson airports.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>TRANSPORTATION</b>							
<b>AIR TRANSPORTATION</b>							
<b>TENANT VOIP</b>							
AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	650	0	0	0	650
Total	<u>0</u>	<u>0</u>	<u>650</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>650</u>
Council District(s) CW	Project (33-00069) - Expansion of Tenant Voice over Internet Protocol (VoIP) services to tenants. This work will include design, bidding, and implementation.						
<b>TERMINAL &amp; AIRFIELD SECURITY</b>							
2007 AIRPORT REVENUE BONDS	329	0	0	0	0	0	329
Total	<u>329</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>329</u>
Council District(s) CW	Project (33-00205) - This project includes the evaluation and upgrade of Terminal and Airfield Security Access and related Transportation Security Administration (TSA) mandates as a result of nationwide increased security requirements.						
<b>TERMINAL 2 RELOCATION</b>							
2010 TAX NOTE GENERAL AIRPORT REVENUE BONDS	4,261	0	0	0	0	0	4,261
Total	<u>4,261</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4,261</u>
Council District(s) CW	Project (33-00157) - This project includes demolition of existing Terminal 2, apron repaving and relocation of IT, tenants and staff.						
<b>TERMINAL A CAMPUS IT MODERNIZATION</b>							
2010 GENERAL AIRPORT REVENUE BONDS	2,014	0	0	0	0	0	2,014
2010 TAX NOTE, AIRPORT	2,476	0	0	0	0	0	2,476
Total	<u>4,490</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4,490</u>
Council District(s) CW	Project (33-00048) - This project will implement IT improvements for both Terminal A and initial Outside Plant Infrastructure work.						
<b>TERMINAL A CUTOVER</b>							
2010 TAX NOTE, AIRPORT	0	1,557	0	0	0	0	1,557
Total	<u>0</u>	<u>1,557</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,557</u>
Council District(s) CW	Project (33-00056) - This project decommissions the communication rooms no longer part of the essential infrastructure for Terminal A and recables to the permanent communication rooms that were established under the Terminal A and Campus IT Modernization project.						

**TRANSPORTATION**

**AIR TRANSPORTATION**

**TERMINAL A RENOVATIONS AND REFURBISHMENT**

2007 GENERAL AIRPORT REVENUE BONDS	6,526	0	0	0	0	0	6,526
2010 GENERAL AIRPORT REVENUE BONDS	0	20,607	0	0	0	0	20,607
2010 TAX NOTE, AIRPORT	3,247	0	0	0	0	0	3,247
AIRPORT IMPROVEMENT & CONTINGENCY FUND	3,000	0	0	0	0	0	3,000
Total	<b>12,773</b>	<b>20,607</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33,380</b>

Council District(s)  
CW

Project (33-00061) - This project will fund individual projects to renovate Terminal A based on the outcome of the Comprehensive Building Assessment of Terminal A. These projects will include interior updates and landside improvements.

**WIRELESS MESH**

AIRPORT IMPROVEMENT & CONTINGENCY FUND	0	0	0	2,450	0	0	2,450
Total	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,450</b>	<b>0</b>	<b>0</b>	<b>2,450</b>

Council District(s)  
CW

Project (33-00046) - The wireless mesh network will support airfields security and maintenance growth, including video surveillance, perimeter intrusion system, vehicle gates and airfield maintenance.

**TOTAL AIR TRANSPORTATION**

<b>88,692</b>	<b>155,165</b>	<b>60,440</b>	<b>41,926</b>	<b>37,099</b>	<b>38,820</b>	<b>422,142</b>
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**TRANSPORTATION**

**STREETS**

**24TH STREET IMPROVEMENTS (OUR LADY OF THE LAKE UNIVERSITY)**

2007 GO STREET IMPROVEMENT BOND-A	400	0	0	0	0	0	400
2010 ISSUED CERTIFICATES OF OBLIGATION	1,375	0	0	0	0	0	1,375
CIED FUND	25	0	0	0	0	0	25
OLLU CONTRIBUTION	170	0	0	0	0	0	170
Total	<b>1,970</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,970</b>

Council District(s)  
5

Project (23-01196) - Reconstruction of 24th Street from the bridge on Elmendorf Lake to San Luis Street, including medians, sidewalks, bike facilities and necessary drainage improvements.



FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**TRANSPORTATION**

**STREETS**

**36TH STREET EXTENSION THROUGH KELLY USA**

2007 GO STREET IMPROVEMENT BOND	2,434	66	0	0	0	0	2,500
FEDERAL ECONOMIC STIMULUS PROJECT	1,500	0	0	0	0	0	1,500
TEXAS DEPARTMENT OF TRANSPORTATION	4,484	246	0	0	0	0	4,730
Total	<b>8,418</b>	<b>312</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,730</b>

Council District(s)  
4

Project (40-00001) - Extension of 36th Street 1.9 miles to link Port Authority of San Antonio to major thoroughfares, providing ingress and egress to and from Port Authority of San Antonio.

**36TH STREET RECONSTRUCTION (US 90 TO KELLY AFB ENTRANCE)**

2008 ISSUED CERTIFICATES OF OBLIGATION	1,005	0	0	0	0	0	1,005
FEDERAL ECONOMIC STIMULUS PROJECT	2,513	0	0	0	0	0	2,513
TEXAS DEPARTMENT OF TRANSPORTATION	88	0	0	0	0	0	88
Total	<b>3,606</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,606</b>

Council District(s)  
5

Project (23-00839) - This project will provide the City's share to widen the primary access roadway to Port San Antonio with curbs, sidewalks, drainage and includes engineering, right-of-way, and utility relocation.

**ATD - FY 2012 BIKE FACILITIES/POSTS/RACKS**

ADVANCED TRANSPORTATION DISTRICT	950	0	0	0	0	0	950
Total	<b>950</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>950</b>

Council District(s)  
CW

Project (23-01293) - This project will improve bicycling safety by adding designated lanes and facilities.

**ATD - FY 2012 INTERSECTION IMPROVEMENTS**

ADVANCED TRANSPORTATION DISTRICT	1,330	0	0	0	0	0	1,330
Total	<b>1,330</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,330</b>

Council District(s)  
CW

Project (23-01297) - This project will install or modify intersections on city streets to improve transportation mobility, to include turn lanes, deceleration/acceleration lanes, medians and pavement markings.

**ATD - FY 2012 SCHOOL CROSSWALK BEACON CHALLENGE**

ADVANCED TRANSPORTATION DISTRICT	30	0	0	0	0	0	30
Total	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>

Council District(s)  
CW

Project (23-01295) - This project will match programs with ISD's to fund 50% for school flashers at existing zones or to upgrade the mast arm mounted at warranted locations and/or install flashing beacons.

**TRANSPORTATION**

**STREETS**

**ATD - FY 2012 SCHOOL FLASHER COMMUNICATIONS UPGRADE**

ADVANCED TRANSPORTATION DISTRICT	400	0	0	0	0	0	400
Total	<b>400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>400</b>

Council District(s)  
CW

Project (23-01300) - This project will provide for the installation of communication equipment in order to facilitate full two-way communication with each individual school flasher using the city's existing communication network.

**ATD - FY 2012 SCHOOL ZONE PAVEMENT MARKING UPGRADE**

ADVANCED TRANSPORTATION DISTRICT	50	0	0	0	0	0	50
Total	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50</b>

Council District(s)  
CW

Project (23-01294) - This project will replace current water-base painted pavement markings, which have a short life span, with more durable and visible thermoplastic markings.

**ATD - FY 2012 SIDEWALKS**

ADVANCED TRANSPORTATION DISTRICT	5,900	0	0	0	0	0	5,900
Total	<b>5,900</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,900</b>

Council District(s)  
CW

Project (23-01296) - This project will provide for the installation or repair of sidewalks based on the assessment made utilizing the sidewalk gap analysis & tracking program.

**ATD - FY 2012 TRAFFIC SIGNAL DETECTION**

ADVANCED TRANSPORTATION DISTRICT	500	0	0	0	0	0	500
Total	<b>500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500</b>

Council District(s)  
CW

Project (23-01298) - This project will utilize technological equipment at a traffic signal to detect the presence of a vehicle waiting at a red light.

**ATD - FY 2012 UNINTERRUPTIBLE POWER SUPPLIES**

ADVANCED TRANSPORTATION DISTRICT	60	0	0	0	0	0	60
Total	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>

Council District(s)  
CW

Project (23-01299) - This project will provide backup battery for traffic signals that is activated if a loss of power occurs, i.e., during a severe storm. This keeps the signals operating normally for four to five hours without an external power.

**ATD-FY2012 AUDIBLE COUNTDOWN PEDESTRIAN**

ADVANCED TRANSPORTATION DISTRICT	100	0	0	0	0	0	100
Total	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100</b>

Council District(s)  
CW

Project (23-01292) - This project will provide voice indication for improved safety of sight impaired pedestrians at crosswalks. Audibly indicates location of activation button and when the desired crossing has been given a green signal.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>TRANSPORTATION</b>							
<b>STREETS</b>							
<b>ATD-INTERSECTION IMPROVEMENTS</b>							
ADVANCED TRANSPORTATION DISTRICT	546	0	0	0	0	0	546
Total	<b>546</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>546</b>
Council District(s)	Project (23-00990) - This project will install or modify intersections on city streets to improve transportation mobility, to include turn lanes, deceleration/acceleration lanes, medians and pavement markings.						
CW							
<b>ATD-SIDEWALKS</b>							
ADVANCED TRANSPORTATION DISTRICT	2,120	0	0	0	0	0	2,120
Total	<b>2,120</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,120</b>
Council District(s)	Project (23-01086) - This project will provide for the installation or repair of sidewalks based on the assessment made utilizing the sidewalk gap analysis & tracking program.						
CW							
<b>ATD-TRAFFIC SYSTEM MODERNIZATION/SYNCHRONIZATION</b>							
ADVANCED TRANSPORTATION DISTRICT	1,449	0	0	0	0	0	1,449
SELF SUPPORTING CERTIFICATES OF OBLIGATION	5,886	0	0	0	0	0	5,886
Total	<b>7,335</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,335</b>
Council District(s)	Project (23-01085) - Comprehensive Communications Network - Provides a City-wide communications network using fiber optic and wireless communications to link all traffic signal devices. Traffic Signal Control System Upgrade - 2070 Traffic Signal Controller Conversion) Traffic Signal Coordination - Traffic flow will be optimized by coordinating signals along arterials to facilitate movement of the greatest number of vehicles through each group of signals with minimum delay.						
CW							
<b>ATD-VIDEO IMAGING VIDEO DETECTION SYSTEM</b>							
ADVANCED TRANSPORTATION DISTRICT	165	0	0	0	0	0	165
Total	<b>165</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>165</b>
Council District(s)	Project (23-00082) - This project will utilize camera systems at a traffic signal to detect the presence of a vehicle waiting at a red light.						
CW							
<b>AUSTIN RAIL LINE QUIET ZONE</b>							
2007 GO STREET IMPROVEMENT BOND-A	333	0	0	0	0	0	333
Total	<b>333</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>333</b>
Council District(s)	Project (40-00259) - This project will allow for the creation of a quiet zone along the Austin Rail Line.						
10							

**TRANSPORTATION**

**STREETS**

**BABCOCK RD (PRUE RD TO HOLLYHOCK)**

2007 GO STREET IMPROVEMENT BOND	101	0	0	0	0	0	101
Total	<b>101</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>101</b>

Council District(s)  
7 8

Project (40-00003) - Reconstructs street with sidewalks, drainage, driveway approaches and necessary traffic signal modifications.

**BLANCO RD (HILDEBRAND TO JACKSON KELLER)**

2007 GO STREET IMPROVEMENT BOND	5,017	4,514	3,031	0	0	0	12,562
Total	<b>5,017</b>	<b>4,514</b>	<b>3,031</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,562</b>

Council District(s)  
1

Project (40-00004) - Reconstructs and widens Blanco Road, with curbs, sidewalks, driveway approaches, turn lanes at major intersections, and necessary drainage and traffic signal improvements.

**BROOKS-NEW BRAUNFELS EXTENSION**

2010 ISSUED CERTIFICATES OF OBLIGATION	8,683	0	0	0	0	0	8,683
Total	<b>8,683</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,683</b>

Council District(s)  
3

Project (40-00182) - Continues construction of S. New Braunfels from Research Plaza to southern boundary of Brooks City-Base. This is a funds transfer project; Brooks City-Base will manage design and construction.

**BULVERDE RD (LOOP 1604 TO EVANS RD)**

2007 GO STREET IMPROVEMENT BOND	11,698	6,855	0	0	0	0	18,553
2007 GO STREET IMPROVEMENT BOND-A	1,000	0	0	0	0	0	1,000
Total	<b>12,698</b>	<b>6,855</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,553</b>

Council District(s)  
9 10

Project (40-00005) - This project reconstructs and widens Bulverde with curbs, sidewalks, driveway approaches, necessary signal modifications/improvements and necessary drainage. The project includes the installation of bike facilities.

**BULVERDE RD (LOOP 1604 TO REDLAND RD)**

2007 GO STREET IMPROVEMENT BOND-A	1,200	0	0	0	0	0	1,200
Total	<b>1,200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,200</b>

Council District(s)  
10

Project (40-00258) - This project will allow for the reconfiguration for intersection of Bulverde Rd. south of 1604 and reconstruction of road to Redland Rd.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>TRANSPORTATION</b>							
<b>STREETS</b>							
<b>CALLAGHAN ( BANDERA TO INGRAM)</b>							
2003 STORM WATER REVENUE BOND	0	1	68	0	0	0	69
2006 CERTIFICATES OF OBLIGATION	68	67	0	0	0	0	135
Total	<b>68</b>	<b>68</b>	<b>68</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>204</b>
Council District(s)	Project (23-03251) - This project is to reconstruct and widen Callaghan Road to four lanes with continuous left turn lanes. The project includes drainage, curbs, bridges, and sidewalks. Also a roundabout is provided at Thunder Drive.						
7							
<b>CALLAGHAN RD (CULEBRA TO COMMERCE)</b>							
2007 GO STREET IMPROVEMENT BOND	8,670	0	0	0	0	0	8,670
Total	<b>8,670</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,670</b>
Council District(s)	Project (40-00007) - Reconstructs and widens Callaghan Road with curbs, sidewalks, driveway approaches, and necessary traffic signal improvements.						
6 7							
<b>CD6 STREET AND SIDEWALK IMPROVEMENTS</b>							
2008 ISSUED CERTIFICATES OF OBLIGATION	50	0	0	0	0	0	50
Total	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50</b>
Council District(s)	Project (23-01260) - Sidewalks on the north side of Joe Newton from Mabe to Meadow Lawn. The scope includes sidewalks, curbs, and drain boxes.						
6							
<b>CD9 NEIGHBORHOOD STREETS AND SIDEWALKS</b>							
2009 ISSUED TAX NOTES	500	0	0	0	0	0	500
Total	<b>500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500</b>
Council District(s)	Project (23-01265) - Street maintenance work and sidewalk work in various areas of District 9.						
9							
<b>CITY-WIDE BRIDGE REPLACEMENT (TXDOT)</b>							
2007 GO STREET IMPROVEMENT BOND	13,234	0	0	0	0	0	13,234
Total	<b>13,234</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13,234</b>
Council District(s)	Project (40-00008) - The City Wide Bridge Replacement Project is intended to replace City owned bridge structures rated as deficient either due to compromised structural integrity, insufficient drainage capacity, or inadequate traffic provisions or a combination. Six bridges were elected for the City Wide Bridge Replacement Project. The six structures are the Houston St. Bridge over Salado Creek, Rittiman Rd. Bridge over Salado Creek, Laredo Bridge over Alazan Creek, W.W. White bridge class culvert at Rosillo Creek, Weidner Bridge class culvert at Beitel Creek and Lookout Bridge class culvert at creek draw.						
CW							

**TRANSPORTATION**

**STREETS**

**CREIGHTON STREET IMPROVEMENTS**

2007 GO STREET IMPROVEMENT BOND-A	833	0	0	0	0	0	833
Total	<b>833</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>833</b>

Council District(s)  
5

Project (40-00252) - This project will allow for the full street construction including sidewalks and ADA compliant wheel chair ramps from Southcross to Quintana.

**CROSSWALK FLASHING BEACONS**

FEDERAL ECONOMIC STIMULUS PROJECT	132	0	0	0	0	0	132
Total	<b>132</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>132</b>

Council District(s)  
CW

Project (23-01243) - This Project will provide for the installation of flashing beacons at crosswalks to create a pedestrian safe environment that encourages walking.

**DEZAVALA, PHASE I (BABCOCK TO COGBURN)**

2007 GO STREET IMPROVEMENT BOND	5,583	400	0	0	0	0	5,983
Total	<b>5,583</b>	<b>400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,983</b>

Council District(s)  
8

Project (40-00009) - Reconstructs and widens DeZavala Road from two to five lanes, along with the construction of curbs, sidewalks, driveway approaches, and necessary drainage and traffic signal improvements.

**DISTRICT 5 QUIET ZONES**

2007 GO STREET IMPROVEMENT BOND-A	433	0	0	0	0	0	433
Total	<b>433</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>433</b>

Council District(s)  
5

Project (40-00251) - This project will allow for the creation of a quiet zone near the Lone Star Brewery.

**DOWNTOWN CIRCULATION STUDY**

2007 GO STREET IMPROVEMENT BOND-A	833	0	0	0	0	0	833
Total	<b>833</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>833</b>

Council District(s)  
1

Project (40-00261) - Downtown pedestrian, bicycle and vehicle circulation study.

**DOWNTOWN TRANSPORTATION  
INFRASTRUCTURE IMPROVEMENTS**

2007 GO STREET IMPROVEMENT BOND	4,979	0	0	0	0	0	4,979
Total	<b>4,979</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,979</b>

Council District(s)  
1

Project (40-00013) - Construct and/or reconstruct sidewalks, driveway approaches, curbs and wheelchair ramps; repair street brick pavers; and install wayfinders, lighted street signs and other pedestrian, street and traffic signal improvements as needed.

FUNCTION/PROGRAM/PROJ./REV./SCOPE	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>TRANSPORTATION</b>							
<b>STREETS</b>							
<b>ESPADA ROAD</b>							
2007 GO STREET IMPROVEMENT BOND-A	1,050	0	0	0	0	0	1,050
Total	<b>1,050</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,050</b>
Council District(s)	Project (40-00246) - This project will reconstruct and widen Espada Road from IH 410 to Ashley Road including sidewalks, driveway approaches, bike lanes and drainage improvements.						
3							
<b>FORT SAM TRANSPORTATION PROJECTS</b>							
2007 GO STREET IMPROVEMENT BOND	3,202	0	0	0	0	0	3,202
Total	<b>3,202</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,202</b>
Council District(s)	Project (40-00015) - The project includes widening at Winans Gate to two outbound lanes and a left turn lane and the addition of a left turn lane off Harry Wurzbach; at Burr Rd. remove channelized right turn, add left turn lane on Burr Rd. and add left turn lane off of Harry Wurzbach; on Wurzbach at Rittiman Rd. widen to add northbound and southbound lanes and extend storage of southbound left turn lane and extend storage of northbound right turn lane; on Rittiman at Wurzbach extend storage of westbound right and left turn lanes.						
2 9							
<b>FREDERICKSBURG RD CONGESTION MITIGATION</b>							
2007 GO STREET IMPROVEMENT BOND	6,700	266	0	0	0	0	6,966
Total	<b>6,700</b>	<b>266</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,966</b>
Council District(s)	Project (40-00016) - Address congestion between the downtown business district and the South Texas Medical Center through performance of a detailed traffic analysis and requisite operational improvements (including traffic signal system upgrades, intersection geometric improvements and communication network improvements) and hike and bike amenities. The total cost for this project is currently estimated to be \$39 million, with the City share expected to equal approximately 26% of this total.						
1 7							
<b>GUADALUPE CULTURAL ARTS CENTER STREET</b>							
2007 GO STREET IMPROVEMENT BOND-A	500	1,000	0	0	0	0	1,500
Total	<b>500</b>	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500</b>
Council District(s)	Project (40-00262) - This project will provide improvements to the Guadalupe Cultural Arts Center street and sidewalks.						
1							
<b>HAUSMAN ROAD IMPROVEMENTS</b>							
2007 GO STREET IMPROVEMENT BOND-A	1,100	560	0	0	0	0	1,660
Total	<b>1,100</b>	<b>560</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,660</b>
Council District(s)	Project (40-00256) - This project will reconstruct and widen Hausman Road from Loop 1604 to IH 10. The project includes drainage, sidewalks, driveway approaches and traffic signal upgrades. Current funding is for design only						
8							

**TRANSPORTATION**

**STREETS**

**HEMISFAIR PARK STREET IMPROVEMENTS**

2007 GO STREET IMPROVEMENT BOND-A	2,000	7,822	7,823	0	0	0	17,645
Total	<b>2,000</b>	<b>7,822</b>	<b>7,823</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,645</b>

Council District(s)  
1

Project (40-00263) - This project will provide for streets and drainage improvements associated with HemisFair Park.

**HOUSTON ST-AT&T PARKWAY E.TO IH10**

2007 GO STREET IMPROVEMENT BOND	831	514	0	0	0	0	1,345
TEXAS DEPARTMENT OF TRANSPORTATION	3,322	1,718	0	0	0	0	5,040
Total	<b>4,153</b>	<b>2,232</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,385</b>

Council District(s)  
2

Project (40-00212) - This project will reconstruct Houston Street to four lanes, including curbs, sidewalks, and necessary drainage. The project will upgrade traffic signals and reversible lane technology (ITS System) to allow increase traffic flow during major sporting events. This project includes the reconstruction of the Salado Creek Bridge as a part of the Citywide Bridge Replacement Program.

**HUNT LANE (INGRAM TO POTRANCO)**

2007 GO STREET IMPROVEMENT BOND	5,492	0	0	0	0	0	5,492
Total	<b>5,492</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,492</b>

Council District(s)  
4 6

Project (40-00018) - Reconstruct and widen Hunt Lane to four lanes, with a shared use path, sidewalks, curbs, driveway approaches, and necessary drainage and traffic signal improvements.

**JONES MALTSBERGER (REDLAND TO THOUSAND OAKS)**

2007 GO STREET IMPROVEMENT BOND	7,162	0	0	0	0	0	7,162
Total	<b>7,162</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,162</b>

Council District(s)  
10

Project (40-00019) - Reconstruct and widen Jones Maltzberger to five lanes with curbs, sidewalks, driveway approaches, and necessary drainage. Project includes construction of a bridge to eliminate a low water crossing.

**KELLY USA**

2003 GO STREETS AND PEDESTRIAN IMPROVEMENT BOND	1,572	0	0	0	0	0	1,572
Total	<b>1,572</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,572</b>

Council District(s)  
4 5

Project (23-00184) - This project will provide for infrastructure improvements in accordance with Kelly USA Master Plan.



**TRANSPORTATION**

**STREETS**

**LARKSPUR AREA STREETS RECON. & SIDEWALKS**

COMMUNITY DEVELOPMENT BLOCK GRANT	269	0	0	0	0	0	269
Total	<b>269</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>269</b>

Council District(s)  
9

Project (23-01251) - Reconstruct streets with curb, sidewalks and driveway approaches within the Larkspur Area streets, such as Baltic from Silver Oaks to Anchor, Baywood from Silver Oaks to Anchor and others.

**LORD ROAD DESIGN**

2007 GO STREET IMPROVEMENT BOND-A	1,291	0	0	0	0	0	1,291
Total	<b>1,291</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,291</b>

Council District(s)  
2

Project (40-00243) - This project will provide funds for the study and design of improvements to Lord Road, including the possible widening and extension to Loop 410.

**MARBACH ROAD, PH II A**

2007 GO STREET IMPROVEMENT BOND	4,614	600	0	0	0	0	5,214
Total	<b>4,614</b>	<b>600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,214</b>

Council District(s)  
6

Project (40-00020) - Funds will be used to provide the street component to the Marbach Phase II A (Military to west of Rawhide) Drainage project.

**MEDICAL AT FREDERICKSBURG**

2007 GO STREET IMPROVEMENT BOND	4,554	0	0	0	0	0	4,554
Total	<b>4,554</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,554</b>

Council District(s)  
8

Project (23-00854) - This project will construct grade separation of Medical Dr under Fredericksburg Rd. Project includes signal modifications, curbs, sidewalks, necessary drainage and access lanes from Medical to Fredericksburg.

**MEDICAL CENTER INFRASTRUCTURE AND FACILITIES**

2008 ISSUED CERTIFICATES OF OBLIGATION	861	0	0	0	0	0	861
2010 ISSUED CERTIFICATES OF OBLIGATION	1,100	0	0	0	0	0	1,100
2011 CERTIFICATES OF OBLIGATION	1,500	0	0	0	0	0	1,500
UNISSUED CERTIFICATES OF OBLIGATION	275	0	0	0	0	0	275
Total	<b>3,736</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,736</b>

Council District(s)  
8

Project (23-00218) - Reconstruct intersections and provides for facility improvements within Medical Center. City has allocated, at a minimum, \$1.1 M annual in funding to match any contributions made by Medical Center Alliance.

**TRANSPORTATION**

**STREETS**

**MEDICAL CENTER INTERSECTION IMPROVEMENTS**

2007 GO STREET IMPROVEMENT BOND	2,859	0	0	0	0	0	2,859
Total	<b>2,859</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,859</b>

Council District(s)

8

Project (40-00022) - Improve intersections at the following locations: Medical Drive at Babcock; Ewing Halsell at Wurzbach; Hamilton Wolfe at Floyd Curl; and Ewing Halsell at Sid Katz. The total cost for this project is currently estimated to be \$25 million, with the City's share expected to equal approximately 68% of this total.

**MEDINA BASE RD, PHASE I (LOOP 410)**

2007 GO STREET IMPROVEMENT BOND	4,600	0	0	0	0	0	4,600
Total	<b>4,600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,600</b>

Council District(s)

4

Project (40-00023) - Design and reconstruct to available funds Medina Base Road from Loop 410 to Five Palms. Project design allows for widening of the roadway to a 5-lane section, sidewalks, driveway approaches, bicycle facilities, and necessary drainage and traffic signal improvements.

**MISSION TRAILS IV**

2008 ISSUED CERTIFICATES OF OBLIGATION	275	0	0	0	0	0	275
2010 ISSUED CERTIFICATES OF OBLIGATION	125	0	0	0	0	0	125
2011 CERTIFICATES OF OBLIGATION	300	0	0	0	0	0	300
Total	<b>700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>700</b>

Council District(s)

1 3

Project (23-00789) - Construct street and drainage improvements and enhancements on Mission from Mitchell to Roosevelt and on Roosevelt from Mission to St. Marys. Also enhancements on Alamo from Durango to Alamo Plaza.

**MISSION TRAILS V**

2010 ISSUED CERTIFICATES OF OBLIGATION	37	0	0	0	0	0	37
Total	<b>37</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>37</b>

Council District(s)

1 3

Project (23-00790) - This project will provide the City Match to construct Mission Trails V MPO Program. This project provides for signage and delineation features for the entire length of the project from the Alamo to Mission Espada.

**N. HEIN (W.W. WHITE-W. HEIN) AND W. HEIN**

2007 GO STREET IMPROVEMENT BOND	600	0	0	0	0	0	600
Total	<b>600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>600</b>

Council District(s)

2

Project (40-00025) - Reconstruct N. Hein from W. W. White to W. Hein and W. Hein from Rice to N. Hein, with curbs, sidewalks, driveway approaches and necessary drainage improvements.

**TRANSPORTATION**

**STREETS**

**NEW BRAUNFELS INFRASTRUCTURE PROJECT, PHASE I THROUGH V**

2008 ISSUED CERTIFICATES OF OBLIGATION	2,346	0	0	0	0	0	2,346
Total	<b>2,346</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,346</b>

Council District(s)  
3

Project (61-00100) - This is a five phase project which will extend South New Braunfels from Southeast Military Drive to Loop 410 through Brooks City Base.

**NEW BRAUNFELS/NACOGDOCHES INTERSECTION**

2007 GO STREET IMPROVEMENT BOND	1,336	0	0	0	0	0	1,336
Total	<b>1,336</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,336</b>

Council District(s)  
9 10

Project (40-00026) - Reconstruct the intersection at N. New Braunfels and Nacogdoches. The project includes the widening of N. New Braunfels, with curbs, sidewalks, and driveway approaches to align with existing street.

**NOBLEWOOD DR. STREET EXPANSION**

2006 CERTIFICATES OF OBLIGATION	275	0	0	0	0	0	275
2007 GO STREET IMPROVEMENT BOND-A	1,000	0	0	0	0	0	1,000
Total	<b>1,275</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,275</b>

Council District(s)  
2

Project (23-01259) - Reconstruction of Noblewood Dr. from E. Houston to Tamarak Dr. and also includes approximately 150 ft of street extension of Noblewood Dr. South of Tamarak Dr. to the proposed Wheatly Heights Sports Complex. Proposed reconstruction will include street widening from existing two lanes to four lane street with median and center turn lane. New curb, sidewalk and driveways will also be constructed as a part of the improvement. Also includes, an entrance enhancement as a gateway for the proposed sports complex.

**NORTH CENTRAL ARTERIAL STREET IMPROVEMENTS**

2007 ISSUED CERTIFICATES OF OBLIGATION	798	0	0	0	0	0	798
Total	<b>798</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>798</b>

Council District(s)  
CW

Project (23-01109) - This project will provide for streets and pedestrian enhancements in Arterial Streets in the North Central Area.

**OCTAVIA #63, PHASE II**

2007 GO STREET IMPROVEMENT BOND	471	0	0	0	0	0	471
Total	<b>471</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>471</b>

Council District(s)  
5

Project (40-00028) - Reconstruct streets with new underground drainage systems, curbs, sidewalks and driveway approaches in the area bounded by South Flores, West Hart Avenue/Weinberg/Chalmers Avenue, IH-35 South and Gladstone Street/Tommings Avenue. The streets included within the bounded area include: Rochambeau St, Boris St, Horton Pl, Weinberg Ave, Stanley, Pleasanton Rd, Gladstone Ave, Kaine St, Tommings Ave, Malar, Unity Ct, Division Ave, Hart Ave, Ranmar Ave, and Chalmers Ave.

**TRANSPORTATION**

**STREETS**

**PEDESTRIAN SIGNALS IMPROVEMENTS**

FEDERAL ECONOMIC STIMULUS PROJECT	292	0	0	0	0	0	292
Total	<b>292</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>292</b>

Council District(s)  
CW

Project (23-01244) - This Project will provide dedicated signal indicators to create a pedestrian safe environment that encourages walking.

**PRUE RD (COUNTRY DAWN TO AUTUMN BLUFF)**

2007 GO STREET IMPROVEMENT BOND	4,067	0	0	0	0	0	4,067
Total	<b>4,067</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,067</b>

Council District(s)  
7 8

Project (40-00030) - Widen Prue Road to four lanes with a raised median. Project includes installation of an additional bridge for crossing at Leon Creek.

**RAMSEY SIDEWALKS**

COMMUNITY DEVELOPMENT BLOCK GRANT	86	0	0	0	0	0	86
Total	<b>86</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>86</b>

Council District(s)  
9

Project (23-01246) - Install curb and sidewalks on Ramsey from Isom to San Pedro where needed. Scope of the project will be executed up to the funds available.

**REDLAND ROAD IMPROVEMENTS AT 1604**

2007 GO STREET IMPROVEMENT BOND-A	333	0	0	0	0	0	333
Total	<b>333</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>333</b>

Council District(s)  
10

Project (40-00260) - This project will allow for the construction of a right turn lane approximately 200-linear feet from intersection on the Southside of Loop 1604.

**REED RD (CULEBRA TO MILITARY)**

2007 GO STREET IMPROVEMENT BOND	5,137	0	0	0	0	0	5,137
Total	<b>5,137</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,137</b>

Council District(s)  
6

Project (40-00032) - Reconstruct and widen roadway to three lanes, with bicycle lanes, curbs, sidewalks, driveway approaches, and necessary drainage and traffic signal improvements.

**RIVAS (GEN. MCMULLEN TO ROSABELL)**

2007 GO STREET IMPROVEMENT BOND	819	0	0	0	0	0	819
Total	<b>819</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>819</b>

Council District(s)  
5

Project (40-00033) - Reconstruct Rivas from Gen. McMullen to Rosabell, with curbs, sidewalks, driveway approaches, and necessary drainage and signal improvements.

**TRANSPORTATION**

**STREETS**

**SALADO CREEK BICYCLE PATHS**

2004 ISSUED CERTIFICATES OF OBLIGATION	209	0	0	0	0	0	209
Total	<u>209</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>209</u>

Council District(s)

9

Project (23-00943) - This project will construct bike paths from Wetmore to Blanco Road.

**SHAENFIELD ROAD & BRIDGE**

2007 GO STREET IMPROVEMENT BOND-A	1,667	0	0	0	0	0	1,667
Total	<u>1,667</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,667</u>

Council District(s)

6

Project (40-00253) - City contribution toward the developer extending Shaenfield Rd. approximately 2000 feet inside Loop 1604 and constructing a bridge over Helotes Creek.

**SIDEWALK IMPROVEMENTS**

FEDERAL ECONOMIC STIMULUS PROJECT	242	0	0	0	0	0	242
Total	<u>242</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>242</u>

Council District(s)

CW

Project (23-01245) - This project will provide for the installation and repair of sidewalks to create a pedestrian - safe environment that encourages walking.

**ST. MARY'S STREET SIDEWALK IMPROVEMENTS**

2006 CERTIFICATES OF OBLIGATION	873	0	0	0	0	0	873
Total	<u>873</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>873</u>

Council District(s)

1

Project (23-01264) - Sidewalks improvements on St. Mary's Street around the Southwest School of Arts and Crafts.

**TEXAS A&M CAMPUS INFRASTRUCTURE**

2008 ISSUED CERTIFICATES OF OBLIGATION	2,089	0	0	0	0	0	2,089
Total	<u>2,089</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,089</u>

Council District(s)

3

Project (40-00164) - This project will provide for the acquisition of land necessary for the Texas A&M Campus located in southern San Antonio and will construct the north south connector from Loop 410 to the future campus and the east west connectors.

**TEZEL ROAD INTERSECTION IMPROVEMENTS**

2007 GO STREET IMPROVEMENT BOND-A	500	800	0	0	0	0	1,300
Total	<u>500</u>	<u>800</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,300</u>

Council District(s)

7

Project (40-00254) - This project will allow for the upgrade of traffic signals at the Guilbeau intersection and add dedicated turn lanes as necessary. Includes pedestrian accessibility improvements.

**TRANSPORTATION**

**STREETS**

**THOUSAND OAKS AT QUARRY PARK**

2007 GO STREET IMPROVEMENT BOND-A	625	0	0	0	0	0	625
Total	<b>625</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>625</b>

Council District(s)  
10

Project (40-00257) - This project will improve intersection of Thousand Oaks at Quarry Park to include turn lanes, traffic signal improvements and drainage improvements.

**TRAFFIC CALMING MEASURES**

FEDERAL ECONOMIC STIMULUS PROJECT	255	0	0	0	0	0	255
Total	<b>255</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>255</b>

Council District(s)  
CW

Project (23-01242) - This Project will provide for the installation of speed humps, median island, curb extension and other traffic calming measures to create a pedestrian safe environment that encourages walking.

**WALTERS ST IH-35 N TO FORT SAM MAIN GATE**

2007 GO STREET IMPROVEMENT BOND	1,749	0	0	0	0	0	1,749
TEXAS DEPARTMENT OF TRANSPORTATION	1,915	0	0	0	0	0	1,915
Total	<b>3,664</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,664</b>

Council District(s)  
2

Project (40-00042) - Reconstruct and widen existing roadway to a proposed six lane roadway, with sidewalks, driveway approaches, bike lanes, turn lanes at major intersections, a raised median, and necessary drainage and traffic signal improvements. Project includes the purchase of right-of-way as required. The total cost for this project is currently estimated to be \$13.6 million, with the City's share expected to equal approximately 29% of this total.

**WAR CLOUD**

HOUSING & URBAN DEVELOPMENT 108 LOAN PROGRAM	2,000	0	0	0	0	0	2,000
Total	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>

Council District(s)  
4

Project (23-03265) - This project will eliminate a low water crossing at Indian Creek and provide for street reconstruction, new sidewalks and curbs from Running Horse to Rain Dance.

**WURZBACH PARKWAY / ARTERIAL CONNECTOR**

2007 GO STREET IMPROVEMENT BOND	9,977	0	0	0	0	0	9,977
Total	<b>9,977</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,977</b>

Council District(s)  
CW

Project (40-00043) - Improve connectivity between IH-35 and the South Texas Medical Center. Funding will provide for a detailed traffic analysis and requisite operational improvements (including traffic signal system upgrades, intersection geometric improvements and communication network improvements) and hike and bike amenities.

**TRANSPORTATION**

**STREETS**

**ZARZAMORA ROAD INTERSECTION IMPROVEMENTS**

2007 GO STREET IMPROVEMENT BOND-A	1,167	0	0	0	0	0	1,167
Total	<u>1,167</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,167</u>

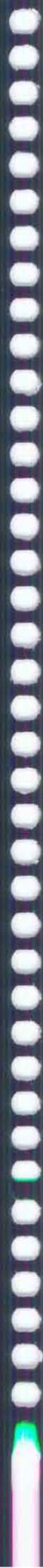
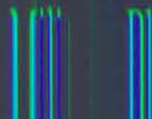
Council District(s)  
5

Project (40-00250) - This project will allow for the upgrade of traffic signals at the intersections at Brady, Cervalo & Guadalupe, and add dedicated turn lanes as necessary. Includes pedestrian accessibility improvements.

<b>TOTAL STREETS</b>	<b>193,246</b>	<b>25,429</b>	<b>10,922</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>229,597</b>
<b>TOTAL TRANSPORTATION</b>	<b>281,938</b>	<b>180,594</b>	<b>71,362</b>	<b>41,926</b>	<b>37,099</b>	<b>38,820</b>	<b>651,739</b>
<b>GRAND TOTAL</b>	<b>565,435</b>	<b>221,865</b>	<b>83,115</b>	<b>49,537</b>	<b>47,423</b>	<b>66,959</b>	<b>1,034,334</b>



CITY HALL






# Attachment II

**CITY OF SAN ANTONIO  
CITY MANAGER'S OFFICE**

**TO:** Mayor and City Council

**FROM:** Sheryl Sculley, City Manager 

**COPY:** Executive Leadership Team; Robbie Greenblum, Chief of Staff for Mayor;  
Chris Callanen, Assistant to the City Council

**DATE:** September 15, 2011

**SUBJECT: POTENTIAL AMENDMENTS TO THE FY 2012 OPERATING  
AND CAPITAL BUDGET**

With this memorandum, I am forwarding to the Mayor and City Council the updated potential amendments to the Proposed Fiscal Year 2012 Operating and Capital Budget. I also have included recommended options to fund the expenditures associated with these potential amendments. With these amendments, the FY 2012 Budget will remain balanced.

The attached potential amendments list has been developed with input from the Mayor and City Council and from residents speaking at the ten Community Budget Hearings and the Budget Public Hearing held at the City Council Chambers on August 31, 2011. The amendments also are reflective of City Council discussions during the September 13 and September 14 Budget Sessions.

In summary, there are 15 expenditure amendments to the General Fund Proposed Operating Budget in the amount of \$2 Million. These are funded with better than anticipated CPS revenues for the month of July and August due to the extremely warm weather and slightly better net sales tax collections. Sales Tax revenue received in August for June activity exceeded projections included in the Proposed FY 2012 Budget by \$1.1 Million; however, the revenues received in September for July activity were \$1 Million below estimates for an overall net gain of \$134,000.

With the attached potential amendments the projected shortfall for FY 2013 is estimated to increase by \$2 Million resulting in a potential financial gap of \$40 Million in FY 2013.

There also are amendments in the Employee Benefits Fund, Solid Waste Fund, Hotel Occupancy Tax Fund, and the Six-Year Capital Improvements Program.

Today City Council will be asked to adopt the FY 2012 Budget. There will be four separate actions that City Council will be asked to approve: 1) the Proposed FY 2012 Operating and Capital Budget with amendments, 2) The City Property Tax Rate, 3) Revenue Adjustments, and 4) the FY 2011 Closing Ordinance.

**ATTACHMENT**



# Potential City Council Amendments to the FY 2012 Proposed Budget

- As of September 15, 2011 -

(Reflects Input from Mayor and City Council received at Budget Worksessions on September 13 and 14)

## General Fund

Item No.	Amendment Items	FY 2012 Budget Impact	FY 2013 Budget Impact
<b>Revenue Adjustments</b>			
1	Additional Net FY 2011 CPS Payment Revenue above FY 2011 Re-Estimate from payment received in August (July activity) and estimate for September payment (August activity)	\$1,838,237	\$0
2	Additional Net FY 2011 Sales Tax Revenue above FY 2011 Re-Estimate from payment received in August for June activity of \$ 1.1 Million above estimate and payment received in September for July activity of \$1 Million below projections.	134,347	0
<b>Total Revenue Adjustments</b>		<b>\$1,972,584</b>	<b>\$0</b>
<b>Expenditure Adjustments</b>			
1	Add resources to fully restore staff to Music program to Parks and Recreation Department rather than using contract services	\$144,997	\$144,997
2	Add additional funds for Prospects Courtyard to fund new mental health unit, more case management and security services on the Courtyard, and provide more residential capacity in transformational portion of campus	1,000,000	1,000,000
3	Reduce Project FY 2012 Project Quest funding by \$600,000. Estimated FY 2011 Project Quest Un-match contract funds of \$600,000 will be carried forward into FY 2012 to provide a total contract amount of \$2 Million subject to audit results and Taskforce recommendation	(600,000)	0
4	Engineering analysis of property at 1312 Guadalupe Street for restoration and rehabilitation <sup>1</sup>	100,000	0
5	Add resources for mowing of undeveloped city-owned area surrounding the Mission Library	50,000	50,000
6	Add funds for demolition of unsafe private property public nuisance	400,000	0
7	Add resources to support Generation Texas (GenTX) initiatives focused on creating a culture of college and career education	100,000	100,000
8	Add funds to convert 1 contract position in the Mayor's Office to a City staff position	18,001	18,001
9	Add funds to increase City Councilmembers' Administrative Assistant Support Budget by \$15,000 by City Council District	150,000	150,000
10	Add funds to increase Mail and Postage Services in Mayor and Council Budgets from \$2,334 to \$4,334	22,000	22,000
11	Additional resources for China Initiative	75,000	0
12	Add operating and maintenance resources for Wheatley Heights Sports Complex (\$600,000 one-time contribution over two years)	300,000	300,000
13	Add operating resources for Morgan's Wonderland subject to receipt of adequate Business Plan acceptable to COSA	100,000	100,000
14	Additional resources for Children's Museum doubling the recommended budget of \$70,000 in the HOT Art Agency Funding	70,000	0
15	Add 1 Administrative Position to the City Clerk's Office to support the Passport Program	42,586	42,586
<b>Total Budget Expenditure Adjustments</b>		<b>\$1,972,584</b>	<b>\$1,927,584</b>

**Notes:**

1 Funding for Restoration of Avenida Guadalupe Association Property located at 1312 Guadalupe Street will be considered during FY 2012

# Potential City Council Amendments to the FY 2012 Proposed Budget

- As of September 15, 2011 -

(Reflects Input from Mayor and City Council received at Budget Worksessions on September 13 and 14)

## Employee Benefits Fund

Item No.	Amendment Items	FY 2012 Budget Impact	FY 2013 Budget Impact
<b>Revenue Adjustments</b>			
1	Reduce Employee Benefits Claims Fluctuation Account	\$2,016,073	\$2,688,098
<b>Total Revenue Adjustments</b>		<b>\$2,016,073</b>	<b>\$2,688,098</b>
<b>Expenditure Adjustments</b>			
1	Eliminate Proposed \$50 Monthly Spousal Surcharge	\$1,631,462	\$2,175,283
2	Maintain current Prescription Co-payment amount for Prescriptions with no available Generics alternatives	384,611	512,815
<b>Total Budget Expenditure Adjustments</b>		<b>\$2,016,073</b>	<b>\$2,688,098</b>

# Potential City Council Amendments to the FY 2012 Proposed Budget

- As of September 15, 2011 -

(Reflects Input from Mayor and City Council received at Budget Worksessions on September 13 and 14)

## Solid Waste Fund

Item No.	Amendment Items	FY 2012 Budget Impact	FY 2013 Budget Impact
<b>Revenue Adjustments</b>			
1	Defer Phase I Organics Recycling Service for consideration until FY 2013 Budget allowing FY 2012 Organics Recycling Pilot Program results to be used in Implementation Analysis. Reduces the proposed monthly solid waste fee Increase by 56 cents from \$1.25 to 69 cents for a total monthly solid waste fee of \$19.43	(\$2,605,080)	(\$2,605,080)
<b>Total Revenue Adjustments</b>		<b>(\$2,605,080)</b>	<b>(\$2,605,080)</b>
<b>Expenditure Adjustments</b>			
2	Defer Phase I Organics Recycling Service for consideration until FY 2013 Budget allowing FY 2012 Organics Recycling Pilot Program results to be used in Implementation Analysis.	(\$2,605,080)	(\$2,605,080)
<b>Total Budget Expenditure Adjustments</b>		<b>(\$2,605,080)</b>	<b>(\$2,605,080)</b>

# Potential City Council Amendments to the FY 2012 Proposed Budget

- As of September 15, 2011 -

(Reflects Input from Mayor and City Council received at Budget Worksessions on September 13 and 14)

## Hotel Occupancy Tax

Item No.	Amendment Items	FY 2012 Budget Impact	FY 2013 Budget Impact
<b>Expenditure Adjustments</b>			
1	Unallocated portion of Arts Agencies Funding Allocation in City Owned Facility Agencies category	(\$150,000)	(\$150,000)
2	Add Resources to Museo Alameda from Arts Funding Allocation for one year	150,000	150,000
<b>Total Budget Expenditure Adjustments</b>		<b>0</b>	<b>0</b>

# Potential City Council Amendments to the FY 2012 Proposed Budget

- As of September 15, 2011 -

(Reflects Input from Mayor and City Council received at Budget Worksessions on September 13 and 14)

## Six Year Capital Budget

Item No.	Amendment Items	FY 2012 Budget Impact	FY 2013 Budget Impact
<b>Revenue Adjustments</b>			
1	Reallocate funds from Fire Station 21 to other Council District 3 Capital Projects	\$300,000	\$0
2	Utilize funds from Council District 3 Reserve for Future Capital Projects	500,000	0
<b>Total Revenue Adjustments</b>		<b>\$800,000</b>	<b>\$0</b>
<b>Expenditure Adjustments</b>			
1	Villa Coronado Park Improvements in Council District 3	\$200,000	\$0
2	Mendoza Park Improvements in Council District 3	100,000	0
3	Harlandale Park Improvements in Council District 3	75,000	0
4	Espada Infrastructure Improvements in Council District 3	425,000	0
<b>Total Budget Expenditure Adjustments</b>		<b>\$800,000</b>	<b>\$0</b>



# Attachment III

**ATTACHMENT III  
FISCAL YEAR 2012 REVENUES & APPROPRIATIONS**

**FISCAL YEAR 2012 REVENUES**

	<u><b>ADOPTED AMOUNT</b></u>
<b>AVAILABLE FUNDS</b>	
Beginning Balance (Excluding Budgeted Financial Reserves)	\$ <b>76,866,977</b>
 <b>GENERAL FUND FY 2012 REVENUES</b>	
<b>Revenues</b>	
Current Property Tax	\$ 239,361,516
City Sales Tax	199,320,203
CPS Energy	289,607,440
Business and Franchise Tax	31,190,207
Liquor by the Drink Tax	4,767,000
Delinquent Property Tax	2,668,520
Penalty and Interest on Delinquent Taxes	2,250,000
Licenses and Permits	6,668,871
San Antonio Water System	10,161,799
Other Agencies	7,399,588
Charges for Current Services	0
General Government	5,638,994
Public Safety	28,043,454
Highways/Streets/Sanitation	803,481
Health	3,383,205
Recreation and Culture	10,419,607
Fines	14,532,973
Miscellaneous Revenue	0
Sale of Property	5,170,929
Use of Money and Property	2,027,206
Interest on Time Deposits	1,118,637
Recovery of Expenditures	2,275,199
Miscellaneous	309,238
Interfund Charges	1,590,000
<b>Total Revenue</b>	<b>\$ 868,708,067</b>
 <b>Other Revenues</b>	
Transfers from Other Funds	\$ <u>26,587,418</u>
 <b>TOTAL REVENUE, BEGINNING BALANCE, AND TRANSFERS</b>	 <b>\$ <u>972,162,462</u></b>

**ATTACHMENT III (CONTINUED)**

**FISCAL YEAR 2012 APPROPRIATIONS (CONTINUED)**

**ADOPTED AMOUNT**

**GENERAL FUND FY 2012 APPROPRIATIONS**

**Departmental Appropriations**

Animal Care	\$ 9,446,275
Center City Development	1,437,751
City Attorney	7,126,994
City Auditor	2,827,485
City Clerk	2,087,044
City Manager	3,009,803
Code Enforcement Services	11,274,453
Communication & Public Affairs	1,215,527
Customer Service & 311 System	3,884,724
Downtown Operations	7,426,346
Economic Development	2,426,501
Finance	7,581,226
Fire	239,301,236
Health	11,399,925
Human Resources	3,735,999
Human Services	18,666,534
Intergovernmental Relations	1,001,378
Library	33,301,105
Management & Budget	2,590,149
Mayor and Council	5,360,857
Municipal Court	12,640,899
Municipal Elections	1,412,016
Parks and Recreation	59,316,850
Police	342,651,720
Public Works	64,909,647

**Total Departmental Appropriations** **\$ 856,032,444**

**Other Appropriations**

Agencies	18,067,099
Non-Departmental/Non-Operating	49,814,046
One-Time Projects	5,399,998
Transfers	18,862,062

**Total Other Appropriations** **\$ 92,143,205**

**TOTAL GENERAL FUND APPROPRIATIONS INCLUDING TRANSFERS** **\$ 948,175,649**

Reserves

Reserve for Federal Stimulus 50 Police Officers	1,000,000
Financial Reserves to Maintain 9%	1,911,806
Reserves for Two-Year Balanced Budget	21,075,007

**TOTAL GENERAL FUND APPROPRIATIONS INCLUDING TRANSFERS & RESERVES** **\$ 972,162,462**

**ATTACHMENT III (CONTINUED)**

**FISCAL YEAR 2012 APPROPRIATIONS (CONTINUED)**

	<u><b>ADOPTED AMOUNT</b></u>
<b>DEBT SERVICE FUNDS</b>	
Debt Service Fund	\$ 161,597,402
Airport System Bonds Series 2001, 2002, 2003, 2006, 2007, 2010A, 2010B	25,115,998
Passenger Facility Charge & Sub. Lien Bond Series 2002, 2005, 2007, 2010	13,158,400
Convention Center Expansion Rev. Bond Series 1996, 2004A, 2006, 2008	18,797,918
Municipal Drainage Utility System Revenue Bonds, Series 2003, 2005	7,307,919
Parking System Refunding Bonds, Series 2004, 2008	2,036,565
Solid Waste Refunding Bonds, Series 2006, 2010, COs 2006, 2007	<u>297,209</u>
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>\$ <u>228,311,411</u></b>
<b>SPECIAL REVENUE FUNDS</b>	
Advanced Transportation District Fund	\$ 15,021,425
Capital Improvement Management Services Fund	17,762,429
Child Safety Fund	2,166,613
Community & Visitor Facilities Fund	34,371,651
Convention, Sports & Entertainment Facilities State Reimbursement Fund	14,878,169
Confiscated Property Fund	3,279,410
Convention & Visitors Bureau Fund	19,659,475
Cultural Affairs Fund	7,399,425
Development Services Fund	24,105,018
Economic Development Incentive Fund	4,000,000
Golf Course Operating and Maintenance Fund	106,357
Hotel/Motel Tax 2% Tax Collection Fund	20,024,719
Hotel Occupancy Tax Fund	52,556,062
Juvenile Case Manager Fund	610,138
Market Square Fund	2,560,379
Municipal Courts Security Fund	512,880
Municipal Courts Technology Fund	730,732
Otto Koehler	322,956
Parks Development & Expansion Fund - 2000 Venue Projects	1,334,120
Parks Development & Expansion Fund - 2005 Venue Projects	6,613,372
Parks Development & Expansion Fund - 2010 Venue Projects	14,540,901
Public Education & Government	4,806,197
River Walk Maintenance & Improvement Fund	7,965,476
Starbright Industrial Development Corporation Fund	1,661,641
Storm Water Operating Fund	39,071,242
Storm Water Regional Facilities Fund	3,811,459
Street Right of Way Management Fund	1,494,081
Tax Increment Financing Fund	488,384
Tree Canopy Preservation & Mitigation Fund	661,090
Visitor Information Center and City Store Fund	598,873
Westside Development Corporation	<u>306,604</u>
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>\$ <u>303,421,278</u></b>
<b>ENTERPRISE FUNDS</b>	
Airport Operating & Maintenance Fund	\$ 86,821,948
Airport Confiscated Property Fund	14,182
Airport Passenger Facility Charge & Subordinate Lien Fund	16,756,019
Parking Operating & Maintenance Fund	8,883,900
Solid Waste Operating & Maintenance Fund	<u>91,823,625</u>
<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$ <u>204,299,674</u></b>

**ATTACHMENT III (CONTINUED)**  
**FISCAL YEAR 2012 APPROPRIATIONS (CONTINUED)**

	<u><b>ADOPTED AMOUNT</b></u>
<b>TRUST FUNDS</b>	
City Cemeteries Fund	\$ <u>245,814</u>
<b>TOTAL TRUST FUNDS</b>	<b>\$ <u>245,814</u></b>
<b>INTERNAL SERVICE FUNDS</b>	
Facility Services Fund	\$ 14,131,829
Information Technology Services Fund	43,807,845
Purchasing & General Services Fund	43,217,614
Equipment Renewal & Replacement Fund	24,943,191
<b>TOTAL INTERNAL SERVICE FUNDS</b>	<b>\$ <u>126,100,479</u></b>
<b>SELF INSURANCE FUNDS</b>	
Employee Benefits Insurance Fund	110,249,166
Liability Insurance Fund	11,784,322
Workers' Compensation Fund	18,016,614
<b>TOTAL SELF INSURANCE FUNDS</b>	<b>\$ <u>140,050,102</u></b>

# Attachment IV

TATE OF TEXAS     )  
                                  )  
COUNTY OF BEXAR )

**AT-WILL EMPLOYMENT CONTRACT  
FOR ADMINISTRATIVE SERVICES**

This Agreement is made by and between \_\_\_\_\_, hereinafter referred to as "**Employer,**" and \_\_\_\_\_, hereinafter referred to as "**Employee**". This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

**ARTICLE I.  
SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY**

1.01 Purpose. The purpose of this Agreement is to effect the purchase of administrative services in support of the City Council responsibilities of Employer.

(a) \_\_\_\_\_, as a \_\_\_\_\_-time Employee is hereby employed to perform such services for the above stated Employer as Employer directs said Employee to perform as more fully set forth in ARTICLE III hereof.

(b) In the performance of this work, duties and obligations hereunder, it is mutually understood and agreed that said \_\_\_\_\_, shall be considered an employee of Employer. Accordingly, the Employer shall have control, direction and dominion over the Employee in accordance with the terms of this Agreement and provided however, that the Employee shall be responsible for performing the services contemplated hereunder in a good manner and the work shall be conducted in strict accordance with currently approved practices.

1.02 Employee has no authority to act for or on behalf of the Employer except as provided for in this Agreement, no other authority, power or use is granted or implied.

1.03 The Employee may not incur any debt, obligation, expense, or liability of any kind against the Employer without said party's express written permission.

1.04 The Employee may not receive any money owed to the Employer without said Employer's express written permission.

1.05 The Employee has no exclusive rights or benefits other than those set forth herein.

1.06 The Employer is not responsible or liable for any misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the Employee may cause or be involved in or that may arise during the term of this Agreement.

1.07 The Employee agrees to hold harmless, indemnify and protect the Employer from any problems, disputes, misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which the Employee may cause, or other contingencies that arise as a result of the Employee's performance of this Agreement.

1.08 The authority of the City Charter and Ordinances of the City of San Antonio and the laws of the State of Texas hereby limits the Employee.

1.09 The employee is not obligated under the terms of this agreement to perform any service for the employer related to, directly or indirectly, the political activities commonly associated with and within the scope of political activities of Employer, and Employee is prohibited from engaging in such activities in connection with the services under this contract. The employee may participate in political activities commonly associated with and within the scope of political activities of Employer, provided such activities do not take place during duty hours for services under this contract. City equipment and resources provided to the Employee for use in performing services under this contract shall not be used directly or indirectly in connection with the political activities commonly associated with and within the scope of political activities of Employer.

**ARTICLE II.  
AT-WILL RELATIONSHIP**

2.01 Employer and Employee agree that this employment arrangement is an at-will relationship, terminable by either party at any time for any reason. Neither the provisions of ARTICLE IV concerning compensation, nor any other provision of this agreement is intended to have any limitation on the right of either party to terminate this relationship at-will.

2.02 Other Termination. This Agreement shall automatically terminate on the effective date that Employer ceases to be a member of the City Council of the City of San Antonio, without any further notice by Employer to Employee.

**ARTICLE III.  
DUTIES**

3.01 The Employee shall provide administrative duties in support of Employer's City Council Office responsibilities and is authorized to act for the Employer only to the extent necessary to fulfill the above described duties. No other authority is expressed or implied.

3.02 The Employee shall facilitate the resolution of problems which the constituents of District No. \_\_\_\_\_ may encounter, which the Employer may deem obligated to address and is authorized to resolve in the performance of the Employer's official duties as a City Council Member of the City of San Antonio.

3.03 The Employee agrees to devote the full time, energy and attention to the duties specified by the Employer.

3.04 The Employee agrees to provide prompt, courteous, efficient, and professional efforts to perform the administrative services contemplated by this Agreement.

**ARTICLE IV.  
COMPENSATION**

4.01 The contractually agreed price to be paid by Employer to Employee for the services contemplated hereunder is \_\_\_\_\_ per month. Said fee shall be paid in two installments of \_\_\_\_\_ payable on or about the 15th and 30<sup>th</sup> day of each month.

4.02 Employer is responsible for payment of all employment taxes imposed on employers under federal, state, or local law including withholding tax, social security tax or unemployment compensation, on the funds distributed to the Employee from the Employer.

4.03 If Employee is full-time, Employer agrees to pay compensation in an amount not to exceed \$300.00 per month as additional compensation to Employee to purchase medical insurance coverage. Said fee shall be paid in one installment payable on or about the 30<sup>th</sup> day of each month. In no event shall the total fee



paid hereunder exceed the amount of \$300.00 per month. Payment shall cease upon cancellation or termination of medical insurance coverage. In order for the Employee to be reimbursed for said medical coverage, the Employee must furnish proof of insurance to Employer each month. Employee is responsible for payment of any and all insurance premiums including errors and omissions policies and medical or life policies that Employee may need or desire.

4.04 Employer may elect to provide up to \$78 as a monthly parking allowance to the employee. This allowance shall be designated by employer in writing and employee shall furnish proof of parking expenses each month. Said fee shall be paid in one installment payable on or about the 15<sup>th</sup> day of each month.

4.05 Employer agrees to provide work space, supplies and secretarial support to Employee in connection with the provision of administrative services by Employee hereunder.

4.06 During the term of this agreement, Employee is allowed to utilize the Health and Wellness Center located at the Metropolitan Methodist Professional Building, 1303 McCullough Avenue, Suite 170.

**ARTICLE V.  
NONCOMPETITION PROVISIONS**

5.01 Restrictive Covenants. The Employee expressly agrees that while this Agreement is in effect, the Employee will not, directly or indirectly, as an employee, agent, proprietor, partner, broker, stockholder, officer, director, or otherwise, render any services to, or on her own behalf engage in or own a part or all of any business, enterprise or development, in conflict with the official duties of the Employer.

(a) Employee further expressly agrees that Employee will not use for his or her own benefit or disclose to any person confidential information of the Employer of any kind or character learned while acting as an Employee of the Employer, without the prior written consent of the Employer.

(b) The agreements contained in this article on the part of the Employee shall be construed as agreements independent of any other provisions of this Agreement, and the existence of any claim or cause of action of Employee against the Employer whether predicated on this Agreement or otherwise shall not constitute a defense to the enforcement by the Employer of the agreements contained in this article.

5.02 Property Rights of COSA. All constituent letters, reports, requests for service and all records of the services performed, any other records and books relating in any manner whatsoever to the constituents services are official records and the exclusive property of the City of San Antonio. Upon the termination of this agreement all such books, records and documents shall remain with the Council District.

**ARTICLE VI.  
APPLICABILITY OF THE ETHICS CODE  
OF THE CITY OF SAN ANTONIO**

Employee understands and agrees that he or she is bound to comply with the provisions of the Ethics Code of the City of San Antonio as it applies in all respects to city employees as such code currently exists at the time of execution of this contract and as such code may be amended thereafter.

**ARTICLE VII.  
GENERAL AND ADMINISTRATIVE PROVISIONS**

7.01 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

7.02 Assignment. The Employee shall have no right to transfer or assign his or her interest in this Agreement without the prior written consent of the employer.

7.03 Time Limits. Time is of the essence in this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

7.04 No Waiver. The failure or delay in the enforcement of the rights detailed herein by either party shall not constitute a waiver of said rights or be considered as a basis for estoppel. Either party may exercise its rights herein despite delay or failure to enforce said rights.

7.05 Dispute or Contest. In the unlikely event that a dispute occurs or action at law or in equity arises out of the operation, construction or interpretation of this Agreement, the losing Party shall bear the expense of attorney's fees and costs incurred by the prevailing Party in the action.

7.06 Paragraph Headings. The paragraph headings used herein are descriptive only and shall have no legal force or effect whatever.

7.07 Use of Pronouns. The use of the neuter singular pronoun to refer to the parties described herein shall be deemed a proper reference even though the parties may be an individual, a partnership, a corporation, or group of two or more individuals, partnerships, or corporations. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one party to this Agreement, and to either corporations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

7.08 Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in San Antonio, Bexar County, Texas.

7.09 Severability. The Parties to this Agreement agree that should any portion or provision of this Agreement be found or agreed to be unenforceable, waived, or otherwise invalid, the remaining portions and provisions contained herein shall still remain in full force and effect.

7.10 Entire Agreement. This Agreement shall represent the entire agreement by and between the parties hereto except as otherwise provided herein, and it may not be changed except by written amendment duly executed by all parties hereto.

7.11 Effective Date. This Agreement shall become effective upon execution by Employer and Employee.

**EMPLOYEE WARRANTS THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS PRIOR TO SIGNING THIS AGREEMENT AND BY INITIALING NEXT TO THIS PARAGRAPH KNOWINGLY AGREES TO THE TERMS AND CONDITIONS OF THIS AT-WILL EMPLOYMENT CONTRACT UPON HIS/HER OWN FREE WILL. \_\_\_\_\_**

Signed, Accepted and Agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the undersigned parties who hereby acknowledge that they have read and understand this and that they execute this legal document voluntarily and of their own free will.

**EMPLOYER:**

**EMPLOYEE:**

\_\_\_\_\_

\_\_\_\_\_

City Councilmember, District

STATE OF TEXAS     )  
  )  
COUNTY OF BEXAR    )

Before me on this day personally appeared \_\_\_\_\_ who is designated as the Employer in the foregoing CONTRACT FOR ADMINISTRATIVE SERVICES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for Bexar County, Texas  
My commission expires:

STATE OF TEXAS     )  
  )  
COUNTY OF BEXAR    )

Before me on this day personally appeared \_\_\_\_\_, who is designated as the Employee in the foregoing CONTRACT FOR ADMINISTRATIVE SERVICES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for Bexar County, Texas  
My commission expires:

STATE OF TEXAS            }  
  }  
COUNTY OF BEXAR        }

**AMENDMENT TO  
AT-WILL EMPLOYMENT CONTRACT FOR  
ADMINISTRATIVE SERVICES**

**THIS AMENDMENT TO THE AT-WILL EMPLOYMENT CONTRACT FOR ADMINISTRATIVE SERVICES** (hereinafter "Amendment") is made by and between Council Member \_\_\_\_\_ (hereinafter "Employer") and \_\_\_\_\_ (hereinafter "Employee") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

I.

This Amendment is executed pursuant to Subsection 7.10 of the At-Will Employment Contract For Administrative Services (hereinafter "Contract"), entered into by and between Employer and Employee on \_\_\_\_\_. A copy of said Contract is attached hereto and incorporated herein for all purposes as **Attachment I**.

II.

Subsection 4.01 of the Contract is hereby amended in its entirety to read as follows:

4.01 The contractually agreed price to be paid by Employer to Employee for the services contemplated hereunder is \$\_\_\_\_\_ effective \_\_\_\_\_. Said fee shall be paid in two (2) installments of \$\_\_\_\_\_, payable on or about the 15<sup>th</sup> and 30<sup>th</sup> day of each month.

The Employee warrants that (s)he has read this Amendment, understands its contents prior to signing, and knowingly agrees to the amended terms herein upon his/her own free will.

Furthermore, Employer and Employee agree that this Amendment in no way alters their at-will relationship, terminable by either party at any time for any reason. Neither the provisions of this Amendment nor any other provision of the Agreement is intended to have any limitation on the right of either party to terminate this relationship at-will.

All other provisions of said Agreement are hereby retained in their entirety and remain unchanged.

The parties sign this Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**EMPLOYER:**

**EMPLOYEE:**

\_\_\_\_\_

\_\_\_\_\_

# Attachment V

## **SUBJECT: City Council Expense Reimbursements**

### 1. POLICY

The policy of the City of San Antonio is to reimburse City Councilmembers for actual costs of authorized business related expenses in connection with the official duties of a Councilmember up to \$10,000 per Fiscal Year. Additionally, the mayor and each Councilmember shall receive a \$70 cellular telephone allowance; and each shall have the option of receiving a monthly \$600 car allowance, or reimbursement up to \$600 per month for business mileage, both incurred in connection with their official duties. These monthly amounts may be adjusted in accordance with the CPI, as adopted by subsequent ordinance.

### 2. PURPOSE

To establish procedures for processing requests for reimbursement of eligible expenses from the City Councilmember expense accounts and to properly document/report such payments to Councilmembers in compliance with requirements under the United States Internal Revenue Code.

### 3. RESPONSIBILITY

- a) Councilmembers will be responsible for submitting proper documentation to the City Clerk's Office to substantiate their requests for expense reimbursement. Monthly requests for the reimbursement will be reviewed by the Assistant to Council prior to submittal to the City Clerk's Office. All non-expendable items purchased with expense account funds will be inventoried (to include placing inventory tags on such property when otherwise required by City Procedures) and are to be returned to the Office of Council Support upon leaving office.
- b) The City Clerk's Office, in coordination with the Office of Council Support, will be responsible for reviewing expense vouchers, ensuring that business-related expenses submitted for reimbursement are in compliance with this policy, and preparing requests for payments. The City Council Support Office is responsible for maintaining an inventory of all non-expendable items purchased by each Councilmember from expense account funds, and for taking all steps necessary to ensure that these assets are returned to the Office of Council Support when a Councilmember leaves office. The inventory list shall be provided to the Finance Department for recording as an asset of the City as required by established City Procedures.

- c) The City Attorney's Office will be available, as necessary, on a case-by-case basis, to assist in the determination of whether an expense is eligible for reimbursement in accordance with Article VIII, Sec. 3 of the Texas Constitution and Section 9, Paragraph 3 of the City Charter.
- d) The Finance Department, Division of Accounting, will be responsible for a secondary review of business related expenses submitted for reimbursement, processing requests for payments, and issuing checks to Councilmembers. The Finance Department shall also be responsible for accounting for non-expendable items in accordance with established City procedures.

#### 4. ELIGIBLE EXPENSES

Expenses incurred by Councilmembers that are reasonable, necessary, made in connection with councilmember's official duties and expended for public purposes of the City of San Antonio are eligible for reimbursement in accordance with Article VIII, Sec. 3 of the Texas Constitution and Section 9, Paragraph of the City Charter, provided that reimbursement for said funds are not sought from any other source.

Examples of eligible expenses for Councilmembers include, but are not limited to the following: equipment; tuition to a seminar or training class to learn more of public issues; a luncheon hosted by the district to communicate with a neighborhood group or constituents concerning problems needing attention; equipment, and reimbursement of expenses for district staff incurred in the performance of their duties; expenses to a private or non-profit entity, neighborhood association, or individual considered to be in the execution of a Councilmember's official duties; subscriptions to publications; and other City of San Antonio public purpose related expenses.

Examples of ineligible expenses include, but are not limited to the following: contribution or donation to a private or non-profit entity, neighborhood association, or individual not considered to be in the execution of Councilmember's official duties (whether in the form of a cash or check contribution, purchase of raffle tickets, etc.); alcoholic beverages, and ordinary living expenses that would normally be incurred whether or not serving on the City Council of the City of San Antonio (i.e. dry cleaning, personal lunches, etc.)

The above examples of eligible and ineligible expenses are general guidelines and not all inclusive; and specific fact situations that do not clearly fall within these examples should be referred to the City Attorney's office for an opinion.



5. TREATMENT OF REIMBURSEMENTS TO COUNCILMEMBERS UNDER THE UNITED STATES INTERNAL REVENUE CODE

In order for expense reimbursements to be excluded from the gross income of a Councilmember, the Councilmember must comply with the substantiation requirements of Reg. Sec. 1.274-2(A)-(e), that is, indicate on the applicable expense report (Exhibit II) the following elements:

1. Date/Time
2. Place
3. Amount
4. Business Purpose
5. Business relationship of person(s) with whom the person incurring the expense met

In accordance with Internal Revenue Service regulations, this report must be submitted within 60 days after the expenses were paid or incurred, and any excess reimbursement must be returned within 120 days.

6. DOCUMENTATION REQUIRED TO QUALIFY FOR EXPENSES REIMBURSEMENT

The Internal Revenue Service requires documentary evidence such as copies of receipts, paid bills or similar records for expenses of \$75 or more. However, for purposes of this policy, the submission of documentary evidence for all expenses regardless of amount is required.

7. CAR EXPENSE ALLOWANCE/MILEAGE REIMBURSEMENT

A monthly car allowance of \$600 will be paid to City Councilmembers as a mechanism to reimburse them for business mileage incurred in connection with their official duties. This monthly car allowance will be administered in compliance with applicable Internal Revenue Service regulations and reporting for amounts paid will be made in accordance with these regulations. The car allowance will be paid monthly at the same time other executive car allowance is paid.

As an alternative to receiving the monthly car allowance, Councilmembers may submit a mileage log on a monthly basis reflecting eligible business mileage incurred in connection with their official duties. Eligible mileage will be reimbursed at the rate per mile established by the Internal Revenue Service up to a total of \$600 per month. In order to receive reimbursement under this method, an itemized business mileage log (Exhibit III), which includes the following elements, must be submitted and included with the Request for Reimbursement of Business Expenses:

1. Date
2. From
3. To
4. Miles Driven
5. Business Purpose

8. REIMBURSEMENT PROCEDURES

Documentation and substantiation to be included with the Councilmember Request for Reimbursement form (Exhibit "I") are as follows: the Business Expense Receipt Log (Exhibit "II") and the Business Mileage Log (Exhibit "III").

The monthly expense reimbursement procedures policy is outlines as follows:

- a) The Request for Reimbursement form with all supporting documentation and substantiation should be submitted to the City Clerk's office by the fifth business day of the month following the month for which reimbursement is requested.
- b) The Request for Reimbursement form requires the Councilmember to certify that the expenses and substantiation submitted are true and correct, therefore, the Councilmember's original signature is required. Any amounts not properly substantiated will not be reimbursed until the proper substantiation is provided. Substantiation should occur within a reasonable period of time (Internal Revenue Service recommends 120 days from the date the expense was incurred).
- c) Request for Payments for expense reimbursement will be prepared by the City Clerk's Office and submitted to the Division of Accounting of the Finance Department.
- d) The Finance Department, Division of Accounting, will process each Request for Payment and have each check available within three (3) business days after receipt of the Request for Payment.

**City of San Antonio Councilmember  
Request for Reimbursement**

City Councilmember \_\_\_\_\_ Month \_\_\_\_\_

District No. \_\_\_\_\_ Date Submitted \_\_\_\_\_

Total From Business Receipt Log \_\_\_\_\_ \$0.00

\_\_\_\_\_ 0 Miles @ 0.585 \$ \_\_\_\_\_ -

TOTAL REQUEST FOR REIMBURSEMENT \$ \_\_\_\_\_ -

I UNDERSTAND THAT ANY EXPENSE SUBMITTED WITH INADEQUATE DOCUMENTATION  
WILL NOT BE REIMBURSED.

I hereby certify that the above expenses are true and correct, and that reimbursement  
for these expenses have not been sought or paid from another source.  
I also certify that receipts and/or detailed logs to substantiate this request are attached.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COUNCILMEMBER





# Attachment VI

# HUMAN DEVELOPMENT SERVICES FUND (HDSF) CONTRACT

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its \_\_\_\_\_ pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, and the \_\_\_\_\_, (hereinafter referred to as "Service Provider").

**WHEREAS**, the City has provided certain funds from the City of San Antonio General Fund for purposes related to human development services ("Human Development Services Funds"); and

**WHEREAS**, the City allocates Human Development Services Funds (HDSF) to applicants if the City finds that the applicant's proposed use of HDSF serves a municipal public purpose and if the City deems the proposed project and expenditure to be eligible; and

**WHEREAS**, the \_\_\_\_\_ is designated as the City department responsible for managing the Human Development Services Funds (HDSF) Program for the City; and

**WHEREAS**, Service Provider has applied for HDSF and the City, having considered the Service Provider's proposed project and expenditure, finds that a municipal public purpose will be served by the Service Provider's proposed use of the funds; and

**WHEREAS**, the CITY desires to provide HDSF to Service Provider under the conditions set forth herein and in relation to the \_\_\_\_\_ (hereinafter referred to as "the Project"); **NOW THEREFORE:**

The parties hereto agree as follows:

## I. SCOPE OF WORK

1.1 Service Provider shall expend the funds provided to Service Provider under this Contract for \_\_\_\_\_, which is deemed by the City to be an eligible expenditure, in support of the Project.

## II. TERM

*[select one paragraph 2.1]*

2.1 This Contract shall commence immediately upon execution hereof and shall terminate on \_\_\_\_\_.

2.1 This Contract shall commence immediately upon execution hereof and shall terminate \_\_\_\_\_ *[e.g., three months, two years, etc.]* following purchase, which period is identified

as the minimum period of time Service Provider shall use the subject goods, equipment or supplies in support of the Project described in this Contract.

**III. CONSIDERATION**

3.1 City will reimburse the Service Provider in an amount not to exceed \$\_\_\_\_\_ in consideration for Service Provider expending funds or providing services that serve the municipal public purpose of:

*[check applicable municipal public purpose below:]*

- \_\_\_\_\_ Promoting the health, safety and welfare of the community
- \_\_\_\_\_ Promoting family, social and economic stability
- \_\_\_\_\_ Supporting community education to youth, elderly, or low income and disabled persons
- \_\_\_\_\_ Supporting community recreation to youth, elderly, or low income and disabled persons
- \_\_\_\_\_ Providing education and training for the community
- \_\_\_\_\_ Providing neighborhood revitalization to the community
- \_\_\_\_\_ Promoting the professional needs of the City
- \_\_\_\_\_ Preparing the workforce for productive employment
- \_\_\_\_\_ Prevention of homelessness
- \_\_\_\_\_ Advertising the advantages of the City

3.2 Service Provider understands that the Contract amount approved by the City and as set forth in Section 3.1 may be less than that which Service Provider requested from the City in its application for funding.

3.3 Service Provider hereby agrees that certain terms or conditions of this Contract may be modified by the City of San Antonio prior to the City's execution of this Contract and that by acceptance of any funds or other benefits from the City in connection with this Contract, Service Provider fully accepts all terms and conditions as set forth and/or modified by the City.

**IV. PAYMENT**

4.1 Service Provider agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for costs incurred consistent with the terms and provisions of the approved uses described in Section 1.1 of this Contract. In no event shall the City be liable for any cost of Service Provider not eligible for reimbursement as defined



within the Contract. In order to receive reimbursement, Service Provider agrees to provide City with invoices and receipts to support the expenditures under this Contract no later than thirty (30) days from the date that Service Provider makes such expenditures. If after making said expenditures, there are excess funds, Service Provider can, in accordance with the terms of this Contract, expend such funds on items that are substantially similar to those requested in Service Provider's Application for HDSF.

4.2 If specific circumstances require an advance payment on this Contract, Service Provider must submit a written request for such advance payment, including the specific reason for such request in the form prescribed by City. City may make advances to the Contractor as determined by the City's Finance Department in accordance with established procedures. If approved, City shall make advances to Contractor within 30 calendar days of receiving a valid and approved Request for Advance. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized:

- (A) Service Provider's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner so long as services have been performed by the subject vendor, defined as not later than (10) business days after the Service Provider is notified that an advance payment check is available from the City.
- (B) The Service Provider must deposit Contract funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Service Provider's total deposits in said bank, including all Contract funds deposited with said bank, exceed the FDIC insurance limit, the Service Provider must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Service Provider from the Service Provider's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Service Provider's account balance to exceed \$100,000.00 shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Service Provider shall maintain the FDIC insured bank account in which Contract funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made with Contract funds.
- (C) Service Provider understands that the City may opt to deduct from its subsequent reimbursement the full amount previously advanced to Service Provider.

If the City approves an advance payment, Service Provider shall submit its proof of purchase or supporting expenditure documentation showing payment to the vendor or purchase of the applicable item to the HDSF Coordinator within fourteen (14) calendar days from receipt of the advance. If Service Provider fails to provide documentation in a timely manner, the City may require reimbursement of the amount advanced to the City, may prohibit future HDSF allocations to Service Provider or otherwise bar Service Provider from receiving future City awards or contracts.

4.3 Service Provider agrees that the City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Service Provider).

## **V. USE OF FUNDS**

5.1 If the Project involves goods, equipment or supplies and the Service Provider fails to use the subject goods, equipment or supplies in support of the Project described in this Contract or for the period specified in this Contract, the Service Provider shall immediately notify the City.

5.2 In the event that the Service Provider fails to meet any of its obligations under this Contract, then the City shall have the option to terminate this Contract pursuant to Article XII, and require refund of up to the full amount of the funds provided under this Contract, or to require surrender of the referenced item(s) to the City, if applicable. The City shall provide Service Provider with written notice of the election of remedy and Service Provider shall have twenty (20) days [ten (10) days following notice of termination] from the date City delivers such notice to Service Provider to comply with the demand.

5.3 In the event that the City finds that all of the above-described funds are not used for the purposes set forth in this Contract and in accordance with all terms and provisions hereof, or in the case of goods, equipment, or supplies, the Service Provider no longer uses or maintains the referenced item(s) for the period of time specified in Section 2.1, then the City shall have the option to terminate this Contract pursuant to Article XII, and to require a refund, pro rata (depending on the amount of funds properly used or depending on the period of time Service Provider properly used the item(s)), up to the full amount of the funds provided under this Contract, or to require surrender of the referenced item(s) to the City, if applicable. The City shall provide Service Provider with written notice of the election of remedy and Service Provider shall have twenty (20) days [ten (10) days following notice of termination] from the date City delivers such notice to Service Provider to comply with the demand.

5.4 Service Provider shall submit invoices, supporting receipts of expenditures and any other forms required by City in order to receive reimbursement. Service Provider agrees that the Service Provider shall have no further right to reimbursement for expenditures if the Service Provider fails to submit invoices and supporting receipts of expenditures within thirty (30) days of termination of Contract.

5.5 Service Provider shall receive prior written approval from the City before committing Human Development Services Funds as a match for any state or federal grant.

## **VI. RECORDS**

6.1 Accounting records for all expenditures shall be maintained by Service Provider in accordance with generally accepted accounting practices, and shall be subject to audit by the CITY or its contracted auditor. Service Provider agrees to maintain accounting records in connection with the Project described in this Contract for a period of four (4) years after the expiration date of this Contract.

## VII. SPECIAL PROVISIONS RELATED TO SCHOLARSHIP PROGRAMS

7.1 If the Service Provider receives an allocation for a scholarship program, Service Provider shall provide City with a list of the recipients awarded a scholarship and additional documentation supporting the awards, including a copy of each award certificate or letter which includes the recipient's name and award amount.

## VIII. INSURANCE

*[check one paragraph 8.1]*

\_\_\_\_\_ 8.1 Service Provider shall be responsible for insuring its employees and subcontractors for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Contract, Service Provider will attach a waiver of subrogation in favor of the City. Service Provider shall be responsible for insuring its own property, equipment, autos and legal liability. In no event will the City be required to maintain any insurance coverage for Service Provider. *[For projects involving event or child care, check here]*

\_\_\_\_\_ 8.1 INSURANCE NOT REQUIRED UNDER THIS CONTRACT *[For projects involving OTHER THAN AN EVENT OR CHILD CARE, check here]*

## IX. INDEMNIFICATION

9.1 **SERVICE PROVIDER AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISIONS:**

**SERVICE PROVIDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to SERVICE PROVIDER'S activities under this Contract, including any acts or omissions of SERVICE PROVIDER, any agent, officer, director, representative, employee, consultant or subcontractor of SERVICE PROVIDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT SERVICE PROVIDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. SERVICE PROVIDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or SERVICE PROVIDER known to SERVICE PROVIDER related to or arising out of SERVICE PROVIDER's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at SERVICE PROVIDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving SERVICE PROVIDER of any of its obligations under this paragraph.

## **X. APPLICABLE LAWS**

10.1 Service Provider shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated in a fair and impartial manner during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

## **XI. CONFLICT OF INTEREST**

11.1 Service Provider acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, sibling, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.

11.2 Service Provider warrants and certifies, and this Contract is made in reliance thereon, that neither the Service Provider nor its officers, employees and agents are a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. The Service Provider representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the Service Provider, if a business entity, or ten (10) percent or more of the fair market value of the Service Provider, if a business entity. Service Provider further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

## **XII. TERMINATION**

12.1 Termination for Cause - Should the Service Provider fail to fulfill, in a timely and proper manner, obligations under this Contract, or if the Service Provider should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract by sending written notice to the Service Provider of such termination and

specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).

12.2 If Service Provider's Project involves **child care related services**, then the following special termination provisions also apply:

- (a) The CITY may immediately terminate this Contract if the Service Provider loses its child care license or registration status or the Service Provider is not insured as required.
- (b) The City may terminate this Contract if serious corrective or adverse action(s) are taken by the state licensing agency, there are continued non-compliances with the state or local licensing agency, or an owner or employee of the Service Provider is convicted of fraud. Adverse actions against the Service Provider include but are not limited to suspension, termination, or non-renewal of a license or childcare agreement; the closing of intake, removal of the City referred children, temporary withholding of payments, non-payment for child care services delivered, and recoupment of funds paid to the Service Provider.
- (c) The Service Provider agrees that the City may refuse payment for any child-care services provided during any time period that the Service Provider is not covered by a current license or registration, the required amount of liability insurance, or a current childcare agreement.
- (d) The Service Provider agrees that the City may refuse payment for any child-care services provided for any child on any day that the number of children attending exceeds the licensed/registered capacity of the facility.

### **XIII. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES**

13.1 Service Provider agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

### **XIV. ASSIGNMENT**

14.1 This Contract is not assignable and funds received as a result hereof shall only be used by the parties stated herein. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

**XV. INDEPENDENT CONTRACTOR**

15.1 Service Provider agrees and understands that, it and all persons designated by it to provide services in connection with this Contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that CITY shall in no way be responsible for Service Provider’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

**XVI. OFFICIAL COMMUNICATIONS**

16.1 For purposes of this Contract, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

**CITY:**

**SERVICE PROVIDER:**

*[Insert the authorized representative’s name and title, and organization’s legal name and address]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices of changes 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 the change.

**XVII. SEVERABILITY**

17.1 If any provision of this Contract is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.

**XVIII. AUTHORITY**

18.1 The signer of this Contract for Service Provider represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Service Provider and to bind Service Provider to all of the terms, conditions, provisions and obligations herein contained.

**XIX. ENTIRE AGREEMENT**

19.1 This Contract, together with its authorizing ordinance and exhibits, if any, embodies the final and entire agreement of the parties hereto, superseding all prior and contemporaneous negotiations, offers, proposals, contracts, commitments, promises, acts, conduct, courses of dealings, representations, statements, assurances and understandings, whether oral or written, between the parties and relating to matters in this Contract.

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY  
City of San Antonio, Texas

SERVICE PROVIDER  
Name of organization:

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

# Attachment VII



**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
CONSOLIDATED FUNDING REPORT  
ADOPTED FY 2012 ALLOCATIONS**

Agency Name	Program Name	Consolidated Funding Process General Fund	Community Development Block Grant (CDBG)	Emergency Shelter Grant (ESG)	Housing Opp. for Persons with AIDS (HOPWA)	Adopted FY 2012
<b>FAMILY STRENGTHENING</b>						
<b>Very Early Childhood Education</b>						
Alamo Public Telecommunications (KLRN)	Very Early Childhood Center	81,594			-	81,594
University of Texas at San Antonio (UTSA)	Family First Steps	81,595				81,595
<b>Total Very Early Childhood Education</b>		\$ 163,189	\$ -	\$ -	\$ -	\$ 163,189
<b>Early Childhood Professional Development</b>						
Daughters of Charity	Early Childhood Professional Development	20,000				20,000
Ella Austin Community Center	Early Childhood Development	44,424				44,424
Family Service Association	Early Childhood Professional Development	270,000				270,000
Madonna Neighborhood Center	Child Care Program	22,500				22,500
St. Paul Lutheran Child Development	NAEYC Accreditation	18,000				18,000
<b>Total Early Childhood Professional Development</b>		\$ 374,924	\$ -	\$ -	\$ -	\$ 374,924
<b>School Readiness/Parent Enrichment</b>						
Alamo Public Telecommunications (KLRN)	Early On School Readiness	358,622 <sup>1</sup>				358,622
Avance-San Antonio	Parent Child Education Program	379,770				379,770
Avance-San Antonio	Early On School Readiness	173,200				173,200
Emergency Child Care	Our City Cares	121,598				121,598
Family Service Association	Parent Education - Early On/FAST	310,532				310,532
Northside Independent School District	Early On School Readiness	99,000				99,000
Avance-San Antonio	School Based	105,000				105,000
Mexican American Unity Council	Strengthening Families Through Education	110,000				110,000
Respite Care of San Antonio	Developmental Daycare Center	127,602				127,602
San Antonio Public Library Foundation	Early On/Little Read Wagon	58,185				58,185
Seton Home	Pathways to Success/Infant Care for Teens	24,068				24,068
YMCA of San Antonio	Y Preschool	153,000				153,000
YWCA of San Antonio	Early On	122,707				122,707
YWCA of San Antonio	Parents & Children Together (PACT)	48,235				48,235
<b>Total School Readiness/Parent Enrichment</b>		\$ 2,191,519	\$ -	\$ -	\$ -	\$ 2,191,519
<b>Financial Security/VITA</b>						
Catholic Charities	Volunteer Income Tax Assistance (VITA)	186,051				186,051
Guadalupe Community Center	Volunteer Income Tax Assistance (VITA)	18,000				18,000
Presa Community Center	Volunteer Income Tax Assistance (VITA)	28,000				28,000
YWCA of San Antonio	Volunteer Income Tax Assistance (VITA)	58,000				58,000
<b>Total Financial Security/VITA</b>		\$ 290,051	\$ -	\$ -	\$ -	\$ 290,051
<b>YOUTH DEVELOPMENT</b>						
<b>After School &amp; Summer Care</b>						
Boys & Girls Clubs of SA	After School Challenge Program - HISD	314,350 <sup>2</sup>				314,350
East Central ISD	After School Challenge Program	199,699				199,699
Edgewood ISD	After School Challenge Program	161,861				161,861
Harlandale ISD	After School Challenge Program	24,500				24,500
North East ISD	After School Challenge Program	237,810				237,810
Northside ISD	After School Challenge Program	235,380				235,380
San Antonio ISD	After School Challenge Program	1,330,377				1,330,377
South San Antonio ISD	After School Challenge Program	257,189				257,189
Southwest ISD	After School Challenge Program	51,710				51,710
Boys & Girls Clubs of SA	Youth Development & Summer Care		540,000			540,000
Ella Austin Community Center	Youth Program	50,000				50,000
Family Service Association	Summer Care	82,800				82,800
San Antonio Family Endeavors	School Readiness/Family Endeavors Childcare		125,621			125,621
YMCA of San Antonio	Y Strong Kids	404,176				404,176
<b>Total After School &amp; Summer Care</b>		\$ 3,349,852	\$ 665,621	\$ -	\$ -	\$ 4,015,473
<b>At-Risk Behavior Prevention</b>						
Big Brothers Big Sisters of South Texas	Youth Mentoring Program	50,000				50,000
Boys Town Texas, Inc.	Common Sense Parenting & Child Enrichment	20,000				20,000
Communities in Schools	Stay-In-School		150,000			150,000
Family Service Association	Youth Against Gang Activities	114,906				114,906
Girl Scouts of Southwest Texas	Girl Scouts	50,000				50,000
Good Samaritan Community Services	Youth Development Services	86,428				86,428
Healy Murphy	Youth Training Program	335,000				335,000
Hispanas Unidas	Escuelitas Program	67,090				67,090
JOVEN, Inc.	Creando la Vision (Creating the Vision)	72,130				72,130
Madonna Neighborhood Center	Youth Development Program	15,000				15,000
Presa Community Center	SKILLS	50,110				50,110
San Antonio Fighting Back	Strengthening Youth to Succeed	49,379				49,379
San Antonio Food Bank	Kid Café	50,000				50,000
University of Texas at San Antonio (UTSA)	PREP	38,892				38,892
YWCA of San Antonio	Teen Volunteer Program	41,116				41,116
YWCA of San Antonio	Positive Youth Development	23,750				23,750
YWCA of San Antonio	Mi Carrera	40,000				40,000
<b>Total At-Risk Behavior Prevention</b>		\$ 1,103,801	\$ 150,000	\$ -	\$ -	\$ 1,253,801

<sup>1</sup>In FY 2012, the City is anticipated to receive over \$45 million in funding for the Child Care Services Program. These grant resources are predicated on the City providing a cash match of \$1.2 million. This amount is allocated across the highlighted agencies to fulfill CCS program requirements.

<sup>2</sup>The FY 2012 Adopted Budget includes a total of \$2,812,876 in General Fund resources for the After School Challenge Program.

**HUMAN AND WORKFORCE DEVELOPMENT SERVICES  
CONSOLIDATED FUNDING REPORT  
ADOPTED FY 2012 ALLOCATIONS**

Agency Name	Program Name	Consolidated Funding Process General Fund	Community Development Block Grant (CDBG)	Emergency Shelter Grant (ESG)	Housing Opp. for Persons with AIDS (HOPWA)	Adopted FY 2012
<b>YOUTH DEVELOPMENT continued</b>						
<b>College Opportunity &amp; Access</b>						
Boys & Girls Clubs of SA	College Access	30,250				30,250
George Gerwin	College Access	72,395				72,395
Good Samaritan Community Services	College Access	144,694				144,694
<b>Total College Opportunity &amp; Access</b>		<b>\$ 247,339</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 247,339</b>
<b>COMMUNITY SAFETY NET</b>						
<b>Senior Services</b>						
Antioch Community Transformation Center	Senior Services	30,000				30,000
Barshop Jewish Community Center	Sports for Life	50,000				50,000
Catholic Charities	Foster Grandparent Program	40,000				40,000
Catholic Charities	Retired & Senior Volunteer Program (RSVP)	77,000				77,000
Christian Senior Services	Senior Companion Program	57,000				57,000
Centro Med	Activity Center for the Frail and Elderly	129,000				129,000
Family Service Association	Senior Enrichment Services	77,000				77,000
San Antonio Food Bank	Project Hope	7,772	397,232			405,004
San Antonio OASIS	OASIS	70,000				70,000
Urban 15 Group	Cultivation	35,131				35,131
YMCA of San Antonio	Active Older Adults	308,000				308,000
YWCA of San Antonio	Senior Connection	87,000				87,000
<b>Total Senior Services</b>		<b>\$ 967,903</b>	<b>\$ 397,232</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,365,135</b>
<b>Basic Needs &amp; Homeless Prevention</b>						
Alamo Area Rape Crisis Center	Sexual Assault Crisis Services	77,217				77,217
Any Baby Can	Prescription Assistance Program	60,582				60,582
Any Baby Can	Case Management	73,428				73,428
Hispanic Religious Partnership	Hunger Relief	64,959				64,959
San Antonio Community Radio, Inc.	KROV Radio	22,300				22,300
Project Mend	Durable Medical Equipment Program		90,000			90,000
Respite Care of San Antonio	Davidson Respite House		78,000			78,000
San Antonio Independent Living Services (SAILS)	Gateway to Abilities Program		100,000			100,000
San Antonio Aids Foundation	Dining for People with HIV/AIDS	50,268			50,000	100,268
San Antonio Family Endeavors	Fairweather Lodge		30,000			30,000
San Antonio Food Bank	Food Stamp Outreach	150,000				150,000
Supportive Lending for Emotional Well Being	Services for Disabled Women with Cancer	100,000				100,000
St. Peter - St. Joseph's Children's Home	Project Ayuda	67,900				67,900
YWCA of San Antonio	SEED	30,000				30,000
<b>Total Basic Needs &amp; Homeless Prevention</b>		<b>\$ 696,654</b>	<b>\$ 298,000</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ 1,044,654</b>
<b>Homeless Transformation</b>						
Center for Healthcare Services	Prospects Courtyard	1,165,045 <sup>3</sup>		41,720		1,206,765
Center for Healthcare Services	Mental Health Unit	429,217				429,217
Center for Healthcare Services	Restoration Center	1,000,000				1,000,000
Family Violence Prevention Services	Community Based Counseling - Haven for Hope	140,000				140,000
Haven for Hope of Bexar County	Operations	1,000,000		135,000		1,135,000
Haven for Hope of Bexar County	Prospects Courtyard Security	925,122				925,122
San Antonio Metropolitan Ministries, Inc. (SAMM)	Residential Services - Haven for Hope	867,053		150,000		1,017,053
San Antonio Food Bank	Food Bank Kitchen - Haven for Hope	966,635		90,000		1,056,635
Alamo Area Resource Center	Transportation Program				161,599	161,599
Alamo Area Resource Center	Greater SA Housing Works				128,795	128,795
Alamo Labor Properties	Power of Potential - Homeless Population	159,956				159,956
BEAT AIDS	Newly Empowered Women's Shelter	50,000				50,000
Family Violence Prevention Services	Battered Women's Shelter	151,328				151,328
San Antonio Aids Foundation	Transitional Housing				102,119	102,119
San Antonio Aids Foundation	Long Term Tenant-Based Rental Assistance				378,245	378,245
San Antonio Aids Foundation	HOPWA Operations				312,785	312,785
Seton Home	Safe Shelter		30,000			30,000
<b>Total Homeless Transformation</b>		<b>\$ 6,854,356</b>	<b>\$ 30,000</b>	<b>\$ 416,720</b>	<b>\$ 1,083,543</b>	<b>\$ 8,384,619</b>
<b>WORKFORCE DEVELOPMENT</b>						
<b>Workforce Development</b>						
ACCD/SAC Women's Center	Seguir Adelante	203,509				203,509
Dress for Success	Workforce Development/Job Training	80,000				80,000
Goodwill Industries of San Antonio	Learn While You Earn	114,493				114,493
Project QUEST, Inc.	Project QUEST <sup>4</sup>	2,000,000				2,000,000
San Antonio Youth Centers Inc	Alamo City Youth Build	29,509				29,509
<b>Total Workforce Development</b>		<b>\$ 2,427,511</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,427,511</b>
<b>OTHER CONTRACTS</b>						
<b>Other Contracts</b>						
COSA-Housing & Neighborhood Services	Code Compliance		157,861			157,861
COSA-Parks & Recreation Dept	Summer Youth Program		72,640			72,640
COSA-Parks & Recreation Dept	Summer Outdoor Pool		76,557			76,557
COSA-Parks & Recreation Dept	Community Center Summer Extended Hours		199,782			199,782
<b>Total Other Contracts</b>		<b>\$ -</b>	<b>\$ 506,840</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 506,840</b>
<b>TOTAL BUDGET AMOUNT</b>		<b>\$ 18,667,099</b>	<b>\$ 2,047,693</b>	<b>\$ 416,720</b>	<b>\$ 1,133,543</b>	<b>\$ 22,265,055</b>

<sup>3</sup> The FY 2012 Adopted Budget includes \$6.5 million in General Fund support for Haven for Hope of Bexar County and Haven for Hope Service Providers.

<sup>4</sup> Project Quest Inc. Budget of \$2 Million is comprised of \$1.4 Million in FY 2012 General Fund Resources and \$600,000 from FY 2011 un-matched contract funds. Total contract amount of \$2 Million is contingent upon the audit results and taskforce recommendation.

# Attachment VIII

**DELEGATE AGENCY CONTRACT TEMPLATE**

**STATE OF TEXAS** \*

**COUNTY OF BEXAR** \* **DELEGATE AGENCY CONTRACT WITH (Name of Contractor)**

**CITY OF SAN ANTONIO** \*

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its \_\_\_\_\_ pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, and the **[agency name]**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of \_\_\_\_\_ is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General Fund and/or Grant Fund Operating Budget (hereinafter referred to as "General Fund" and Grant Fund", respectively) for \_\_\_\_\_ services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of \_\_\_\_\_ for a project entitled, **[project/program name]** (hereinafter referred to as the "Project" or "Program"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

**I. SCOPE OF WORK**

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **[Statement of Work and/or Performance Measures document(s)]**, affixed hereto and incorporated herein for all purposes as Attachment I.

**II. TERM**

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2011** and shall terminate on **September 30, 2012**.

**III. CONSIDERATION**

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in Ordinance No. \_\_\_\_\_. Said budget is affixed hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of \$\_\_\_\_\_.

3.2 The funding level of this Contract is based on an allocation from the following funding sources:

- \_\_\_\_\_ General Fund
- \_\_\_\_\_ Community Development Block Grant (CDBG) CFDA # \_\_\_\_\_
- \_\_\_\_\_ Community Service Block Grant (CSBG) CFDA # \_\_\_\_\_

\_\_\_\_\_ Emergency Shelter Grant (ESG) CFDA # \_\_\_\_\_  
\_\_\_\_\_ Housing Opportunities for Persons with aids (HOPWA) CFDA # \_\_\_\_\_  
\_\_\_\_\_ Federal Child Care Matching Funds  
\_\_\_\_\_ (Other funding sources)

Consequently, Contractor agrees to comply with “Sections \_\_\_\_\_ of the **Funding Guide**” or “the Special Provisions”, **as applicable**, affixed hereto and incorporated herein for all purposes as Attachment III.

- 3.3 Contractor understands and agrees that the funds provided to Contractor from the City’s Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor’s total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency’s “match” requirement. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor’s contract, regardless of when such requirements are passed. City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the percentage of matching funds required of Contractor. If Contractor receives an aggregate amount of \$1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its total budget from non-City sources. If Contractor receives less than an aggregate amount of \$1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its total budget from non-City sources. City shall require sufficient evidence that such funding is in place prior to making any payments under this Contract. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. **(The following sentence may be inserted as necessary )** Only funds that are available for use and expended to support the Project funded under this Contract shall satisfy Contractor’s match requirement. Every time Contractor expends City funds it shall spend a corresponding amount of non-City funds based on the applicable matching funds requirement set forth above (“Expenditure Ratio”). Beginning December 31<sup>st</sup> of each Contract year, and at the end of each quarter thereafter during each Contract year, Contractor shall provide acceptable evidence, as determined solely by City, demonstrating that Contractor has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce the amount of City funds provided to Contractor in order to comply with the required Expenditure Ratio of City funds to non-City funds, without first obtaining the approval of City Council.
- 3.4 It is expressly understood and agreed by the City and Contractor that the City’s obligations under this Contract are contingent upon the actual receipt of adequate general fund revenue or grant funds to meet City’s liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should grant fund awards be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option and subject to City Council approval, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.
- 3.5 **[This section may be inserted as necessary]** Contractor agrees that all funding approved by City for direct services in Contractor’s Budget must be utilized to serve Program / Project participants that reside in the City of San Antonio or Bexar County.

**[ALL U.S. Department of Housing and Urban Development (HUD) FUNDED Contracts that are not part of the consolidated funding RFP process ARE REQUIRED to include the following provisions, AS IS, in their special provisions attachment. DO NOT modify, delete or substitute any of the paragraphs, language or verbiage. These provisions are to be used in addition to any other special provisions that may be used or required by the Managing City Department.]**

Contractor acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(l) (u)(Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).]

#### IV. PAYMENT

- 4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided

by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner so long as services have been performed by the subject vendor, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City.

(B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City no later than the fifteenth (15<sup>th</sup>) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expended in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department

may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

- 4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.
- 4.5 The Contractor shall submit to City all final requests for payment no later than 45 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.
- 4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of the Contractor).
- 4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided by this Contract.
- 4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:
  - (A) accurate, current, and complete disclosure of financial support from each Federal, State and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;
  - (B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;
  - (C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;
  - (D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;
  - (E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;
  - (F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;
  - (G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and
  - (H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.



- 4.9 Contractor agrees that Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.
- 4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the project or projects funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included in the financial statements that are applicable to the Contractor's Project. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.
- 4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be immediately returned by Contractor to the City upon demand. Reimbursement from the Contractor to the City shall be made within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.
- 4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.
- 4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

#### V. PROGRAM INCOME

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:
  - (A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or
  - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.

- 5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.
- 5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.
- 5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.
- 5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.
- 5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

#### VI. ADMINISTRATION OF CONTRACT

- 6.1 **[This paragraph will be included if this contract is grant funded except for those contracts funded with CDBG, ESG and HOPWA funds:** The Contractor agrees to comply with all the terms and conditions that the City must comply within its contract with **[name of City's granting agency]**. A copy of said contract is attached hereto and incorporated herein for all purposes as Attachment IV.
- 6.2 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of the City, the party ultimately responsible for all matters of compliance with **[name of City's granting agency or if General Funds, City of San Antonio]** rules and regulations, shall have the final authority to render or secure an interpretation.
- 6.3 Contractor shall not use funds awarded from this Contract as matching funds for any Federal, State or local grant without the prior written approval of the Director of the Managing City Department.
- 6.4 The City shall have the authority during normal business hours to make physical inspections to the operating facility occupied to administer this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.
- 6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.
- 6.6 Contractor agrees to comply with the following check writing and handling procedures:
  - (A) No blank checks are to be signed in advance;

(B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a \$100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed \$200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.

- 6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

## VII. AUDIT

- 7.1 If Contractor expends \$500,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. In addition to the report, a copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to the Managing City Department by Contractor within fifteen (15) days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) days upon the Contractor's receipt of the report.

- 7.2 Contractor agrees that if Contractor receives or expends more than \$500,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (OMBA-133 revision) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within a period not to exceed one hundred twenty (120) days after the end of Contractor's fiscal year to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: <http://gov.fac@census.gov> and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse  
1201 E. 10<sup>th</sup> Street  
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within twenty (20) days of written notification regarding the need for reimbursement.

- 7.3 If Contractor expends less than \$500,000.00 of City dollars during the term of this Contract, then the Contractor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income

statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will immediately refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

## VIII. RECORDS, REPORTING, AND COPYRIGHTS

- 8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and project participants pertaining to the matters covered by this Contract.
- 8.2 The Contractor shall submit to the Managing City Department such reports as may be required by [the City, **if contract is funded with general funds, or [name of granting source], if funded with grant funds**], **[Add following language if applicable: including [name of report], which template is affixed hereto and incorporated herein as Attachment V. The [name of report] is to be submitted by the Contractor no later than the \_\_\_\_\_ business day of each month].** The Contractor ensures that all information contained in all required reports submitted to City is accurate.
- 8.3 Contractor agrees to maintain in confidence all information pertaining to the Project/Projects or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, or any project which is a part hereof, Contractor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.
- 8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.
- 8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon

expiration or early termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

- 8.6 Ownership of Intellectual Property. Contractor and City agree that the Project/Projects shall be and remain the sole and exclusive proprietary property of City. The Project/Projects shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project/Projects and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project/Projects and the tangible and intangible property rights relating to or arising out of the Project/Projects, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project/Projects shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project/Projects, including without limitation, any letters patent, copyright, or other protection relating to the Project/Projects, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.
- 8.7 Within a period not to exceed **XXXX** days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.
- 8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission shall include but may not be limited to:
- (A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
  - (B) Current Bylaws and Charter;
  - (C) Terms of Officers;
  - (D) Amendments to Bylaws;
  - (E) Schedule of anticipated board meetings for current Fiscal Year;
  - (F) Minutes of board meetings that are approved by the Contractor's board; and
  - (G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.
- 8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

## IX. INSURANCE

- 9.1 Contractor agrees to comply with the following insurance provisions:
- (A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled **[project/program name]** in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind

coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereby City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

**Based on the Scope of Services, the City's Risk Manager will insert additional types and amounts of insurance coverages to be required here prior. At a minimum the following coverages and amounts will be required:**

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined <u>Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

(D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Contractor shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Contract for all purposes.

(E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require

the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Department \_\_\_\_\_  
P.O. Box 839966  
San Antonio, Texas 78283-3966

(F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.

(H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.

(J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Contract.

(K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.



## X. INDEMNITY

### 10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.

## XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

11.1 SBEDA Program. The City has adopted a Small Business Economic Development Advocacy Ordinance (the "SBEDA Program"), which is posted on the City's Economic Development Department website and is also available in hard copy form upon request to the City. In addition to the definitions provided in the SBEDA Program, the following definitions will apply pursuant to SBEDA Program requirements and this Contract:

- (A) SBEDA Enterprise ("SE") – A corporation, limited liability company, partnership, individual, sole proprietorship, joint stock company, joint venture, professional association or any other legal entity operated for profit that is properly licensed, as applicable, and otherwise authorized to do business in the state of Texas and certified pursuant to SBEDA Program requirements.
- (B) Commercially Useful Function – A function performed by an SE when it is responsible for supplying goods or for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether an SE is performing a Commercially Useful Function, the amount of work subcontracted, industry practices and other relevant factors shall be evaluated. Commercially Useful Function is measured for purposes of determining participation on a contract, not for determination of certification eligibility.
- (C) Conduit – An SE that knowingly agrees to pass the scope of work for which it is listed for participation, and is scheduled to perform or supply on the contract, to a non-SE firm. In this type of relationship, the SE has not performed a Commercially Useful Function and the arranged agreement

between the two parties is not consistent with standard industry practice. This arrangement does not meet the Commercially Useful Function requirement and therefore the SE's participation does not count toward the SE utilization goal.

- (D) SBEDA Plan – The Good Faith Effort Plan (“GFEP”), SBEDA Narrative, List of Subcontractors/Suppliers and executed Letters of Intent (all as applicable) that are submitted with Contractor’s bid for this project Contract, attached hereto and incorporated herein as “Attachment VI”.

11.2 For this Contract, the Parties agree that:

- (A) The terms of the City’s SBEDA Ordinance, as amended, together with all requirements and guidelines established under or pursuant to the Ordinance (collectively, the “SBEDA Program”) are incorporated into this Contract by reference; and
- (B) The failure of Contractor or any applicable SE to comply with any provision of the SBEDA Program shall constitute a material breach of the SBEDA Program and this Contract.
- (C) Failure of Contractor or any applicable SE to provide any documentation or written submissions required by the CITY Managing Department or SBEDA Program Office pursuant to the SBEDA Program, within the time period set forth by the SBEDA Program Office, shall constitute a material breach of the SBEDA Program and this Contract.
- (D) During the term of this Contract, and any renewals thereof, any unjustified failure to utilize good faith efforts to meet, and maintain, the levels of SE participation identified in Contractor’s SBEDA Plan (“Attachment VI”) shall constitute a material breach of the SBEDA Program and this Contract.
- (E) Contractor shall pay all suppliers and subcontractors identified in its SBEDA Plan (“Attachment VI”) in a timely manner for satisfactory work, pursuant to and as outlined in Section VII, Paragraph F(2)(e) of the SBEDA Ordinance, as amended. Documentation of all billing and payment information applicable to SBEDA Plan suppliers and subcontractors shall be submitted by Contractor to the City’s Managing Department. Failure to pay SEs in a timely manner or submit the required billing and payment documentation shall constitute a material breach of this Contract.

11.3 The Parties also agree that the following shall constitute a material breach of the SBEDA Program and this Contract:

- (A) Failure of Contractor to utilize an SE that was originally listed at bid opening or proposal submission to satisfy SBEDA Program goals in order to be awarded this Contract, or failing to allow such SE to perform a Commercially Useful Function; or
- (B) Modification or elimination by Contractor of all or a portion of the scope of work attributable to an SE upon which the Contract was awarded; or
- (C) Termination by Contractor of an SE originally utilized as a Subcontractor, Joint Venturer, Supplier, Manufacturer or Broker in order to be awarded the Contract without replacing such SE with another SE performing the same Commercially Useful Function and dollar amount, or without demonstrating each element of Modified Good Faith Efforts to do so; or
- (D) Participation by Contractor in a Conduit relationship with an SE scheduled to perform work that is the subject of this Contract.

11.4 Remedies for Violation of SBEDA Program. The Parties further agree that in addition to any other remedies the City may have at law or in equity, or under this Contract for material breach, including the specified remedies available under the SBEDA Program for Alternative Construction Delivery Method, the City shall be entitled, at its election, to exercise any one or more of the following remedies if the Contractor materially breaches the requirements of the SBEDA Program:

- (A) Terminate this Contract for default;
  - (B) Suspend this Contract for default;
  - (C) Withhold all payments due to the Contractor under this Contract until such violation has been fully cured or the Parties have reached a mutually agreeable resolution; and/or
  - (D) Offset any amounts necessary to cure any material breach of the requirements of the SBEDA Program from any retainage being held by the City pursuant to the Contract, or from any other amounts due to the Contractor under the Contract.
  - (E) Suspension, Revocation or Modification of SE Certification: The SBEDA Program Office may suspend or revoke an offending SE's eligibility for Certification, and may suspend its participation from counting toward a project goal, based upon such SE's acting as a Conduit, failing to comply with the provisions of the SBEDA Program, failing to perform a Commercially Useful Function on a project, failing to submit information as required by the SBEDA Program Office, submitting false, misleading or materially incomplete statements, documentation or records, or failing to cooperate in investigations. The SBEDA Program Office may further modify the list of areas for which an SE is certified, if the SE is routinely failing to submit bids or proposals for work in a particular area, or if it becomes apparent that the SE is not qualified to perform work in a particular area.
- 11.5 The Parties agree that nothing in the SBEDA Program or that any action or inaction by the SBEDA Program Office or the SBEDA Program Manager shall be deemed a representation or certification that an SE is qualified to perform work in a particular area for the purposes of this Contract.
- 11.6 The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 11.7 City Process For Exercising SBEDA Program Remedies. The SBEDA Program Manager shall make all decisions regarding the suspension or revocation of an SE's certification as well as the duration of such suspension or revocation. The SBEDA Program Manager shall make a recommendation to the Managing Department Director regarding appropriate remedies for the City to exercise in the event a Contractor violates the SBEDA Program. The Managing Department Director shall make a recommendation regarding appropriate remedies to the City Manager or designee, who shall have final approval regarding the remedy to be exercised except for termination of the Contract. If the recommended remedy is to terminate the Contract, then the Managing Department Director or City Manager, or her designee, shall bring forward the recommendation to City Council for final determination.
- 11.8 Special Provisions for Extension of Contracts. In the event the City extends this Contract without a competitive Bid or Proposal process, the City Managing Department responsible for monitoring the Contract shall establish the following, subject to review and approval by the SBEDA Program Manager:
- (A) a SBEDA Utilization Goal for the extended period; and
  - (B) a modified version of the Good Faith Efforts ("Modified Good Faith Efforts Plan") set forth in the SBEDA Program Ordinance, as amended, if Contractor does not meet the SBEDA Utilization Goal; and
  - (C) the required minimum Good Faith Efforts outreach attempts that Contractor shall be required to document in attempting to meet the SBEDA Utilization Goal. The SBEDA Utilization Goal, Modified Good Faith Efforts Plan and the required number of minimum Good Faith Efforts outreach attempts shall be added into the Contract extension document. The Contractor entering into the extension shall either meet the SBEDA Utilization Goal or document that it has made the Good Faith Efforts to meet the SBEDA Utilization Goal. Failure to do so shall:

- (i) subject Contractor to any of the remedies listed above; and/or
- (ii) result in a new bid or proposal request of the Contract that was considered for extension.

## XII. APPLICABLE LAWS

- 12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.
- 12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by Federal, State, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by Contractor hereunder:
- (A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
  - (B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
  - (C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
  - (D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
  - (E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".
- 12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:
- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
  - Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm>  
**[THIS BULLET BELOW PERTAINING TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 252 MAY BE REMOVED IF THE CONTRACT IS FUNDED BY STATE OR FEDERAL GRANTS THAT CONTAIN THEIR OWN PROCUREMENT REQUIREMENTS]**
  - Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
  - Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
  - The Texas Local Government Code can be found at <http://www.statutes.legis.state.tx.us/>

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

- 12.4 Contractor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- (A) Title VII of the Civil Rights Act of 1964, as amended;
- (B) Section 504 of the Rehabilitation Act of 1973, as amended;
- (C) The Age Discrimination Act of 1975, as amended;
- (D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
- (E) Fair Labor Standards Act of 1938, as amended;
- (F) Equal Pay Act of 1963, P.L. 88-38; and
- (G) All applicable regulations implementing the above laws.

- 12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, Federal, State, and local taxes, fees, special assessments, Federal and State payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to:
- (A) worker's compensation;
  - (B) unemployment insurance;
  - (C) timely deposits of payroll deductions;
  - (D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
  - (E) Occupational Safety and Health Act regulations; and
  - (F) Employee Retirement Income Security Act of 1974, P.L. 93-406.
- 12.6 Contractor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.
- 12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.
- 12.8 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.
- 12.9 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. **[THIS SENTENCE PERTAINING TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 252 MAY BE REMOVED IF YOUR CONTRACT IS FUNDED BY STATE OR FEDERAL GRANTS THAT CONTAIN THEIR OWN PROCUREMENT REQUIREMENTS]** If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.
- 12.10 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T.

### XIII. NO SOLICITATION/CONFLICT OF INTEREST

- 13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the

right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 13.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 13.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 13.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:
  - (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
  - (B) Have any direct or indirect interest in this Contract or the proceeds thereof.
- 13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 13.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, that neither the Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. (If Contractor is a business entity, the Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

#### XIV. TERMINATION

- 14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon

which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

- 14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.
- 14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.
- 14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

#### XV. PROHIBITION OF POLITICAL ACTIVITIES

- 15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 15.3 The prohibitions set forth in Article XV., sections 15.1 and 15.2 of this Contract include, but are not limited to, the following:
  - (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
  - (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
  - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

- 15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.
- 15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.
- 15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

#### XVI. PERSONNEL MANAGEMENT

- 16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 16.2 Contractor is permitted to pay its full time employees for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.
- 16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department, as evidenced through a written amendment to this Contract approved by the Director of the Managing City Department.
- 16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization.
- 16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.
- 16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:
- (A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;
  - (B) To serve as a juror;
  - (C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother,



spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops;

- 16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

#### XVII. ADVERSARIAL PROCEEDINGS

- 17.1 Contractor agrees to comply with the following special provisions:

- (A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and
- (B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

#### XVIII. CITY-SUPPORTED PROJECT

- 18.1 Contractor shall publicly acknowledge that this Project is supported by the City as directed by the Managing City Department.

#### XIX. EQUIPMENT

- 19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.
- 19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.
- 19.3 Contractor shall maintain records on all items obtained with City funds to include:
- (A) A description of the equipment, including the model and serial number, if applicable;
  - (B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
  - (C) An indication of whether the equipment is new or used;
  - (D) The vendor's name (or transferred from);
  - (E) The location of the property;

# Attachment IX

**AMENDMENT #6  
OPERATING AGREEMENT  
BETWEEN  
CITY OF SAN ANTONIO  
AND  
HAVEN FOR HOPE OF BEXAR COUNTY**

This is an amendment (hereinafter referred to as “**Amendment No. 6**”) to that certain Operating Agreement entered into as of the 30th day of April, 2009, between The Haven for Hope of Bexar County, a Texas non-profit corporation, located at 1 Haven for Hope Way, San Antonio, Texas 78207 (“**Operator**”) acting by and through its Chief Executive Officer, and the City of San Antonio, a Texas municipal corporation and a home rule municipality (the “**City**”) acting by and through its City Manager or authorized designee pursuant to City of San Antonio Ordinance No. 2009-04-30-0335, passed and approved on April 30, 2009 and effective on April 30, 2009 relating to activities to be performed, responsibilities to be accepted and authority to be exercised with regard to the operation of a human services campus for the homeless (the “**Campus**”) known as Haven for Hope (as amended to date, hereinafter referred to as “**Agreement**”). This Amendment No. 6 is entered into by and between the City acting by and through its designated representative, the Assistant City Manager overseeing the Department of Human Services, pursuant to Ordinance No. \_\_\_\_\_ passed and approved on September 15, 2011 and Operator.

WHEREAS, the City has leased to Operator premises upon which a homeless campus (the “**Campus**”) is situated pursuant to that certain Lease between the City and the Operator, dated March 6, 2008 and authorized pursuant to Ordinance 2008-03-06-0164, together with all attachments, appendices and exhibits; and

WHEREAS, the Operator manages and leads the day to day operation of the Campus on a collaborative basis with various service providers; and

WHEREAS, the City has allocated funding for operations and Prospects Courtyard (PCY) Security at the Campus;

NOW THEREFORE:

City and Operator agree as follows:

1. The document entitled “**Schedule C1 (Amended by Amendment #6)**” attached hereto and incorporated herein as Exhibit I, supplants any prior Schedule “C1,” and all references in the Agreement to Schedule “C1” now refers to the attached “**Schedule C1 (Amended by Amendment #6)**.”

2. By and through this Amendment, the City will reimburse Operator for costs incurred in accordance with the budgets approved by the City and attached hereto and incorporated herein for all purposes as Budget Attachments C1-5 and C1-6 (the “**Budgets**”). It is specifically agreed that such reimbursement shall not exceed the total amount of \$ \_\_\_\_\_ for the fiscal period from October 1, 2011 through September 30, 2012. Operator agrees that all requests for reimbursement shall be accompanied with documentation typically required by the Director of the City’s the Department of Human Services (“DHS”) or the U.S. Department of Housing and Urban Development to support such expenditure.
3. The funding provided through this Amendment No. 6 includes \$135,000.00 in U.S. Department of Housing and Urban Development Emergency Shelter Grant (ESG) funds. Therefore, in the use of Emergency Shelter Grant funds, Operator agrees to comply with the following laws, rules and regulations:
  - USC Title 42, Section 11301 (1998) - Title IV, Subtitle B of the Stewart B. McKinney Homeless Assistance Act, as amended
  - CFR Title 24 CFR, Subpart A, Part 84, Procurement Standards for Non-Profits
  - ESG Regulations – CFR Title 24, Part 91, Section 576 can be found at <http://www.hud.gov/offices/cpd/homeless/rulesandregs/regulations/576esg/index.cfm>
  - CFR Title 49, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)

Operator also agrees to provide the required match for the ESG funds, which is a one-to-one match, or \$135,000.00 from non-City sources. City shall have no obligation to provide any ESG funds hereunder until Operator demonstrates having secured the matching funds required of Operator. City shall require evidence typically required that such funding is in place prior to making any ESG payments under this amendment. Each time Operator spends ESG funds provided by the City, it shall spend a corresponding amount of non-City ESG funds, based on the applicable matching funds percentage. If Operator does not provide City with the required evidence that funds have been expended as required herein, Operator understands and agrees that City may reduce the amount of ESG funds provided to Operator in order to comply with the legally required expenditure ratio, without first obtaining the approval of City Council.

4. For FY 2012, Operator agrees to undertake the performance of all Services (as defined in the Agreement) and in compliance with the Balanced Scorecard Performance Plan, attached hereto and incorporated herein for all purposes as Exhibit “II.”

In accordance with Section 7.2 of the Agreement, Operator agrees to submit to the City’s Department of Human Services a completed Contract Monitoring Report, the form of

which is attached hereto and incorporated herein for all purposes as Exhibit "III," no later than the tenth business day of the month.

5. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment No. 6.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**CITY OF SAN ANTONIO:**

**OPERATOR:**

Haven for Hope of Bexar County,  
A Texas Non-Profit Corporation

\_\_\_\_\_  
By: Peter Zanoni  
Assistant City Manager

\_\_\_\_\_  
By:

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

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

APPROVED AS TO FORM:

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

Operating Agreement  
between the City of San Antonio and Haven for Hope of Bexar County

**Schedule C1**  
**Operating Agreement Funding**  
**(amended by Amendment #2)**

<b>Date</b>	<b>Authorizing Ordinance</b>	<b>Funding AMDT</b>	<b>Funding</b>	<b>Period</b>	<b>Description / Purpose</b>	<b>Budget Attachment</b>
09/17/09	2009-09-17-0727	AMDT #1	\$880,000	10/1/09 – 9/30/10	Initial Year Funding for Operations and Security	C1 - 1
04/15/10	2010-04-15-0329	AMDT #1	\$343,000	4/15/10 – 9/30/10	Prospects Courtyard Security	C1 - 2
09/16/10	2010-09-16-0788	AMDT #2	\$1,000,000  \$800,000	10/01/10 – 9/30/11  10/01/10 – 9/30/11	FY 2010 – 2011 Operations  Prospects Courtyard Security (General Fund)	C1 - 3
09/16/10	2010-09-16-0788	AMDT #2	\$135,000	10/01/10 – 9/30/11	FY 2010 – 2011 Case Management (Emergency Shelter Grant)	C1 - 4
09/15/11	2011-09-15-	AMDT #6	\$1,000,000  \$925,122	10/01/11 – 9/30/12  10/01/11 – 9/30/12	FY 2011 – 2012 Operations  Prospects Courtyard Security (General Fund)	C1 - 5
09/15/11	2011-09-15-	AMDT #6	\$135,000	10/01/11 – 9/30/12	FY 2011 – 2012 Case Management (Emergency Shelter Grant)	C1 - 6

# Attachment X

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF SAN ANTONIO  
AND  
BEXAR COUNTY BOARD OF TRUSTEES  
FOR MENTAL HEALTH AND MENTAL  
RETARDATION SERVICES D/B/A THE  
CENTER FOR HEALTH CARE SERVICES**

This agreement ("Agreement") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as the "City"), acting by and through its Director of the Department of Human Services pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_ and Bexar County Board of Trustees for Mental Health and Mental Retardation Services d/b/a the Center for Health Care Services, a political subdivision of the State of Texas, acting by and through its duly authorized representative (hereinafter referred to as the "Contractor").

**WHEREAS**, both parties to this Agreement are political subdivisions of the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

**WHEREAS**, Contractor has the capability to provide indigent care and services to public inebriates; and

**WHEREAS**, City desires to improve the quality of indigent care in San Antonio and services to public inebriates through investment in public safety triage, detoxification, and outpatient treatment services ("Public Inebriate Services") as part of a public inebriate program ("Program") at its detoxification facility (the "Restoration Center"); and

**WHEREAS**, City and Contractor have come to an agreement regarding mutually advantageous terms for Contractor to provide Public Inebriate Services, and both desire that such agreement be memorialized herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

**Section 1: Term**

This Agreement will commence on October 1, 2011 and continue through September 30, 2012.



## **Section 2: Scope of Work**

- A. Contractor shall provide, oversee, administer, and carry out the following Public Inebriate Services at the Restoration Center in a manner satisfactory to the City and in compliance with the Scope of Work attached hereto and incorporated herein for all purposes as Attachment I-A:
1. services as described in this Section to homeless individuals, persons with substance abuse disorders,, participants engaged in the criminal justice system or referred by the Department of Human Services as a result of an offense or violation of law that have substance abuse and/or dependency issues; and
  2. triage services that includes medical screening and assessment to determine the appropriate level of care; and
  3. outpatient program services, which include individual and group counseling, case management services, chemical dependency education and various support activities, such as life skills training, that facilitate seeking and maintaining abstinence; and
  4. uninterrupted services 24 hours a day, every day of the calendar year during the term and in accordance with all applicable standards of care.
  5. in applicable cases, conduct intake in accordance with the procedure for the Public Sobering Unit at the Restoration Center, which is attached hereto and incorporated herein for all purposes as Attachment I – B, and provide safe sobering services as appropriate; and
  6. overall coordination of services with all organizations offering welfare support at the Haven for Hope homeless campus.
- B. Contractor shall provide a Program site facility, adequate in size for all of its participants and the activities described in this Section, all supplies for the Program and reasonable ancillary services at the site.
- C. The parties agree that participation in the Program is subject to participant eligibility as evaluated by Contractor. The Contractor will coordinate detox/sobering services and long-term residential treatment with Haven for Hope.

## **Section 3: Payment**

- A. In consideration, City will reimburse Contractor for eligible costs incurred providing the Public Inebriate Services as part of its Program operations at the “Restoration Center” under this Agreement in an amount not to exceed \$1,000,000.00 in accordance with the Budget affixed hereto and incorporated herein for all purposes as Attachment III and in compliance with the Balanced Scorecard Performance Plan attached hereto and incorporated herein for all purposes as Attachment II. Eligible costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state and local law, including but not limited to those laws referenced in Section 7 of this Agreement, for the proper administration and performance of the services to be provided under this Agreement. All requested reimbursements must be consistent with the terms and provisions of the approved budgeted line items described in Attachment III of this Agreement. Contractor may confirm eligibility of a cost prior to making the expenditure if Contractor is uncertain.

- B. The funding level of this Agreement is based on an allocation from the following funding sources:

\$1,000,000.00 General Fund

- C. Contractor agrees that reimbursements of eligible expenses incurred under this Agreement and in compliance with the Budget attached hereto and incorporated herein for all purposes as Attachment III shall be made monthly. Contractor agrees that all requests for reimbursement shall be accompanied with documentation required by the Director of the Department of Human Services.
- D. If specific circumstances require an advance payment on this Agreement, Contractor must submit to the Director of the Department of Human Services a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Department of Human Services may, in her sole discretion, approve an advance payment on this Agreement. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Department of Human Services no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Department of Human Services on a case-by-case basis, and (c) the decision by the Director of the Department of Human Services whether or not to approve an advance payment is final. For purposes of this Agreement, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees. In those instances in which advance payments are authorized:
1. Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner so long as services have been performed by the subject vendor, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City.
  2. The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits with said bank exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that

will allow City to track expenditures made pursuant to this and all other City contracts.

3. The City may deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Agreement term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.
- E. The Contractor shall submit to City all final requests for payment no later than 45 days from the termination date of this Agreement, unless Contractor receives written authorization from the Director of the Department of Human Services prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.
- F. Contractor agrees that the City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Contractor).
- G. Contractor shall maintain a financial management system, and acceptable accounting records that provide for:
1. effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project; and
  2. supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and
  3. an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to Agreement. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.
- H. Contractor agrees that Contractor costs or earnings claimed under this Agreement will not be claimed under another contract or grant from another agency.
- I. Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the project or projects funded by this Agreement. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or

departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

- J. Upon completion or termination of this Agreement, or at any time during the term of this Agreement, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Agreement, must immediately, upon receipt, be returned by Contractor to the City. Upon completion or termination of this Agreement, all advance payments exceeding allowable costs incurred during the Agreement term shall be immediately returned by Contractor to the City upon demand.
- K. Contractor agrees that prior to the payment of any funds under this Agreement, and throughout the term of this Agreement, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Agreement if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Agreement. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.
- L. It is expressly understood and agreed by the City and Contractor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate general fund revenue or grant funds to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Agreement or should grant fund awards be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option and subject to City Council approval, either terminate this Agreement or reduce the Scope of Work and Payment accordingly.
- M. Contractor shall not use funds awarded from this Agreement as matching funds for any Federal, State or local grant without the prior written approval of the Director of the Department of Human Services.

#### **Section 4: Program Evaluation, Inspection and Record Keeping Requirements**

- A. The Department of Human Services is assigned monitoring, fiscal control, and evaluation of City funded contracts. Therefore, at such times and in such form as may be required by the Department of Human Services, the Contractor shall furnish to the Department of Human Services such statements, records, data, all policies, procedures, and information and permit the City to have interviews with its personnel, board members and service recipients pertaining to the matters covered by this Agreement.
- B. The Contractor shall submit to the Department of Human Services such reports as may be required by the City, including the Contract Monitoring Report, which template is affixed hereto and incorporated herein as Attachment IV. The Contract Monitoring Report is to be

submitted by the Contractor no later than the 5th day of each month. The Contractor ensures that all information contained in all required reports submitted to City is accurate.

- C. Contractor agrees to use records and other information relating to the Restoration Center service recipients for the sole purpose of performing its obligations pursuant to this Agreement. Contractor may share information relating to service recipients in furtherance of public purposes such as promoting the health, welfare, and safety of the community to the extent that the information may be disclosed and is not required to be kept confidential under applicable federal and state laws, rules and regulations (“Service Recipient Information”). Service Recipient Information is distinguishable from records or information otherwise provided by City to Contractor or exchanged between City and Contractor relating to this Contract or contract performance (“City Documents”), and as such, Contractor agrees to secure the confidentiality of City Documents. If disclosure of City Documents is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of Department of Human Services prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Section including, but not limited to execution of confidential disclosure agreements, regarding the confidential information with Contractor's employees and subcontractors prior to any disclosure of the confidential information. This Section shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement.
- D. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Agreement, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.
- E. In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Contractor.
- F. Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Agreement. Contractor agrees

that it shall not, under any circumstances, release any City Documents created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction. The Department of Human Services shall be notified of such request as set forth in Section 4.C. of this Agreement.

- G. Within a period not to exceed **90** days from the termination date of the Agreement; Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the City as related to this Agreement.
- H. Contractor agrees to retain all local government records, as defined in Section 201.003(8) of the Texas Local Government Code, created and maintained in the course and scope of the delivery of services under this Agreement for a retention period that shall be no less than the scheduled retention periods set forth in the Local Government Records Act of 1989 and any amendments thereto, found at <http://www.tsl.state.tx.us/slrn/recordspubs/gr.html> and applicable for such records.
- I. The City shall have the authority during normal business hours to make physical inspections to the operating facility occupied to administer this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Agreement.

#### **Section 5: Insurance**

The Contractor and the City each maintain insurance or a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

#### **Section 6: Indemnity**

City and the Contractor 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 7: Applicable Laws**

- A. The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of the Agreement, and debarment and suspension actions.

B. The Contractor understands that certain funds provided it pursuant to this Agreement are funds which have been made available by the City's General Operating Budget and/or by Federal, State, or other granting entities. Consequently, Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar in the performance of all services under this Agreement. These include the following:

1. Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>, but only to the extent that the official records retention schedule shall identify the minimum period of retention of local government records (as defined in Section 201.003(8) of the Texas Local Government Code) created in the performance of this Agreement.
2. Texas Government Code, Chapter 552 pertaining to Texas Public Information Act found at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm>
3. Texas Local Government Code, Chapter 252 pertaining to purchasing and contracting authority of municipalities
4. Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services

C. In addition Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by Contractor hereunder:

1. OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
2. OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
3. OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
4. OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
5. OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

D. Contractor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

1. Title VII of the Civil Rights Act of 1964, as amended;
2. Section 504 of the Rehabilitation Act of 1973, as amended;
3. The Age Discrimination Act of 1975, as amended;
4. Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)

5. Fair Labor Standards Act of 1938, as amended;
  6. Equal Pay Act of 1963, P.L. 88-38; and
  7. All applicable regulations implementing the above laws.
- E. The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, Federal, State, and local taxes, fees, special assessments, Federal and State payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to:
1. worker's compensation;
  2. unemployment insurance;
  3. timely deposits of payroll deductions;
  4. filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
  5. Occupational Safety and Health Act regulations; and
  6. Employee Retirement Income Security Act of 1974, P.L. 93-406.
- F. Contractor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.
- G. Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Agreement as they may be promulgated.
- H. All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

### **Section 8: Conflict of Interest**

- A. Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- B. Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.



- C. No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall:
1. Participate in any decision relating to this Agreement which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
  2. Have any direct or indirect interest in this Agreement or the proceeds thereof.
- D. Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- E. Contractor warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

## **Section 9: Termination**

- A. Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).
- B. Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. The Contractor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent.
- C. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory

completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

- D. Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Agreement. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Agreement. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

#### **Section 10: Personnel Management**

- A. The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- B. Contractor is permitted to pay its full time employees for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Agreement.
- C. Contractor agrees that the job titles and descriptions set forth in the Budget (Attachment III) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Department of Human Services, as evidenced through a written amendment to this Agreement approved by the Director of the Department of Human Services.
- D. Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded by this Agreement.
- E. The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Agreement.
- F. At the sole discretion of the Director of the Department of Human Services, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:
  - 1. To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;
  - 2. To serve as a juror;

3. To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
4. To attend seminars or workshops;

G. Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same project in a non-supervisory position.

### **Section 11: Adversarial Proceedings**

Contractor agrees to comply with the following special provisions:

1. Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and
2. Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

### **Section 12: City-Supported Project**

Contractor shall publicly acknowledge that the services provided by Contractor under this Agreement are supported by the City as directed by the Department of Human Services.

### **Section 13: No Use of Funds for Religious Activities**

Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

### **Section 14: Debarment**

A. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

- B. Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Section 17 herein, if, at any time during the term of the Agreement, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

### **Section 15: Sub-contracting and Assignment**

- A. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be assigned without the prior written approval of City, and if applicable, the Grantor of the grant. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.
- B. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of City, and if applicable, the Grantor of the grant. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub-contractors with this Agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.
- C. Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Agreement, and as such, this Agreement will be subject to termination in accordance with the provisions hereof.

### **Section 16: Relationship of Parties**

- A. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.
- B. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.
- C. Nothing in this Agreement, express or implied, shall be construed to confer rights, remedies or claims on any party other than the parties hereto.

### **Section 17: Notices**

Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and delivered in person, or mailed, registered or certified mail, postage prepaid, and addressed to:

City of San Antonio  
Department of Human Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

or to such other address as may have been designated in writing by the Director of the Department of Human Services of the City of San Antonio from time to time. Notices to Contractor shall be deemed sufficient if in writing and delivered in person, or mailed, registered or certified mail, postage prepaid, and addressed to Contractor at:

Bexar County Board Of Trustees  
For Mental Health And Mental Retardation Services  
d/b/a The Center For Health Care Services  
President and CEO  
3031 IH 10 West  
San Antonio, Texas 78201

or at such other address on file with the City Clerk as Contractor may provide from time to time in writing to City.

**Section 18: Approval of the City**

Whenever this Agreement calls for approval by City, unless otherwise explained herein, such approval shall be evidenced by the written approval of the Director of the Department of Human Services of the City, or her designee, unless City Council approval is required.

**Section 19: Venue**

Contractor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar, County, Texas.

**Section 20: Gender**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

## **Section 21: Licenses And Training**

Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

## **Section 22: Independent Contractor**

- A. It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- B. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- C. Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

## **Section 23: Severability**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **Section 24: Entire Agreement; Amendment**

This written Agreement, together with the authorizing ordinance or ordinances constitutes the, entire agreement, with respect to the subject matter hereof, with any other written or parol agreement between the City and Contractor being expressly waived by Contractor. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties hereto. It is understood that the Charter of the City requires that all contracts and agreements with the City be in writing and adopted by ordinance. All amendments also need approval evidenced by an ordinance; provided, however, the Director of the Department of Human Services shall have the authority to execute an amendment of this Agreement without the

necessity of seeking any further approval by the City Council of the City, if permitted by all applicable local, state, and federal laws, and in the following circumstances:

- A. an increase in funding of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection and increasing Agreement funding during the term of this Agreement shall not exceed the foregoing amount; or
- B. modifications to the scope of services, as long as the terms of the amendment stay within the parameters set forth in Section 2 of this Agreement; or
- C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Section 3 (A) of this Agreement remains unchanged.

**Section 25: Authority**

Each of the signers of this Agreement hereby represents and warrants that they have authority to execute this Agreement on behalf of each of their governing entities and to bind the respective entities to all of the terms, conditions, provisions and obligations herein contained. This Agreement shall be signed in duplicate originals so that each Party hereto shall have an original.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011, the **EFFECTIVE DATE**.

**CITY OF SAN ANTONIO,  
a Texas Municipal Corporation**

**BEXAR COUNTY BOARD OF TRUSTEES  
FOR MENTALHEALTH AND MENTAL  
RETARDATION SERVICES  
D/B/A THE CENTER FOR HEALTH CARE  
SERVICES**

By: \_\_\_\_\_  
Gloria Hurtado, Director  
Department of Human Services

By: \_\_\_\_\_  
Leon Evans, President and CEO

**Approved as to Form:**

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

Attachment I – B - General Procedures for Intake and Admissions  
Attachment II – Balanced Scorecard Performance Plan  
Attachment III - Budget  
Attachment IV –Contract Monitoring Report  
Attachment V – Good Faith Effort Plan



# Attachment XI

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF SAN ANTONIO  
AND  
BEXAR COUNTY BOARD OF TRUSTEES  
FOR MENTAL HEALTH AND MENTAL  
RETARDATION SERVICES D/B/A THE  
CENTER FOR HEALTH CARE SERVICES**

This agreement ("Agreement") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as the "City"), acting by and through its Director of the Department of Human Services pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_ and Bexar County Board of Trustees for Mental Health and Mental Retardation Services d/b/a the Center for Health Care Services, a political subdivision of the State of Texas, acting by and through its duly authorized representative (hereinafter referred to as the "**Contractor**").

**WHEREAS**, both parties to this Agreement are political subdivisions of the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

**WHEREAS**, the City desires to contract with Contractor for the day-to-day operation of the indoor / outdoor shelter area ("Prospects Courtyard") and a Mental Health Unit at the human services campus for the homeless known as Haven for Hope ("Campus") as part of the wide range of transformational services offered to meet the needs of San Antonio's homeless community; and

**WHEREAS**, it is proposed that Prospects Courtyard operations at the Campus be conducted on a collaborative basis with other providers under the management and leadership of Contractor; and

**WHEREAS**, City and Contractor have come to an agreement regarding mutually advantageous terms for Contractor to operate Prospects Courtyard and the Mental Health Unit , and both desire that such agreement be memorialized herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

## **Section 1: Term**

This Agreement will commence on October 1, 2011 and continue through September 30, 2012.

## **Section 2: Scope of Work**

A. Contractor shall provide, oversee, administer, and carry out the following activities and services in a manner satisfactory to the City and in compliance with the Scope of Work attached hereto and incorporated herein for all purposes as Attachment I-A:

1. Manage and operate Prospects Courtyard and the Mental Health Unit 24 hours a day, 7 days a week;
2. Allow entry and offer safe sleeping and coordination of services in Prospects Courtyard, including provision of cold meals, access to showers and other hygiene needs, chapel services and clothing, to men and women over the age of 17, in compliance with the Scope of Work attached hereto and incorporated herein for all purposes as Attachment I-A. The parties agree the Contractor is not an insurer of the safety of any third party but shall provide a reasonable sleeping environment to the extent of available resources provided under this Agreement;
3. Identify 80 individuals who have been residing at the Prospects Courtyard and who have been screened for, and are in need of, psychiatric outpatient treatment for the purpose of admitting them to the Mental Health Unit. The Mental Health Unit will be supported by specialist staff. **[Description to be edited]**
4. Develop and follow procedures for entry, intake, and case management, determining specificity as needed, and in compliance with those General Procedures attached hereto and incorporated herein for all purposes as Attachment I-B;
5. Provide City with developed procedures in writing, and submit revised procedures as they are modified;
6. Coordinate with Haven for Hope of Bexar County in order to facilitate the provision of security reasonable and necessary for the safety and welfare of individuals receiving services in Prospects Courtyard (PCY) and the Mental Health Unit and for the protection of improvements, fixtures, inventory and equipment located therein against crime, including theft, burglary, graffiti and vandalism;
7. Hire staff consistent with the personnel and line items listed in the Budget, as applicable, attached to this Agreement;
8. Provide additional services, as necessary, appropriate and agreed upon with Haven for Hope of Bexar County, to assist in the transformation process for the homeless.

## **Section 3: Payment**

A. In consideration, City will reimburse Contractor for eligible costs incurred under this Agreement in an amount not to exceed \$1,635,982.00 in accordance with the applicable Budget affixed hereto and incorporated herein for all purposes as Attachment III and in compliance with the Balanced Scorecard Performance Plans attached hereto and incorporated herein for all purposes as Attachment II. Eligible costs are defined as those costs which are

necessary, reasonable and allowable under applicable federal, state and local law, including but not limited to those laws referenced in Section 7 of this Agreement, for the proper administration and performance of the services to be provided under this Agreement. All requested reimbursements must be consistent with the terms and provisions of the approved budgeted line items described in Attachment III of this Agreement. Contractor may confirm eligibility of a cost prior to making the expenditure if Contractor is uncertain.

- B. The funding level of this Agreement is based on an allocation from the following funding sources:

\$1,594,262.00 General Fund  
\$ 41,720.00 Emergency Shelter Grant Fund (ESG) CFDA#14.231

Consequently, Contractor agrees to comply with Sections I, II (B) and III(D) of the **Funding Guide**, affixed hereto and incorporated herein for all purposes as Attachment VI.

- C. Contractor agrees that reimbursements of eligible expenses incurred under this Agreement and in compliance with the applicable Budget attached hereto and incorporated herein for all purposes as Attachment III shall be made monthly. Contractor agrees that all requests for reimbursement shall be accompanied with documentation required by the Director of the Department of Human Services.
- D. If specific circumstances require an advance payment on this Agreement, Contractor must submit to the Director of the Department of Human Services a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Department of Human Services may, in her sole discretion, approve an advance payment on this Agreement. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Department of Human Services no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Department of Human Services on a case-by-case basis, and (c) the decision by the Director of the Department of Human Services whether or not to approve an advance payment is final. For purposes of this Agreement, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees. In those instances in which advance payments are authorized:
1. Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner so long as services have been performed by the subject vendor, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City.
  2. The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits with said bank exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally

secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

3. The City may deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Agreement term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.
- E. The Contractor shall submit to City all final requests for payment no later than 45 days from the termination date of this Agreement, unless Contractor receives written authorization from the Director of the Department of Human Services prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.
- F. Contractor agrees that the City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Contractor).
- G. Contractor shall maintain a financial management system, and acceptable accounting records that provide for:
1. effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project; and
  2. supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and
  3. an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to Agreement. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.
- H. Contractor agrees that Contractor costs or earnings claimed under this Agreement will not be claimed under another contract or grant from another agency.

- I. Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the project or projects funded by this Agreement. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.
- J. Upon completion or termination of this Agreement, or at any time during the term of this Agreement, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Agreement, must immediately, upon receipt, be returned by Contractor to the City. Upon completion or termination of this Agreement, all advance payments exceeding allowable costs incurred during the Agreement term shall be immediately returned by Contractor to the City upon demand.
- K. Contractor agrees that prior to the payment of any funds under this Agreement, and throughout the term of this Agreement, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Agreement if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Agreement. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.
- L. It is expressly understood and agreed by the City and Contractor that the City's obligations under this Agreement are contingent upon the actual receipt of adequate general fund revenue or grant funds to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Agreement or should grant fund awards be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option and subject to City Council approval, either terminate this Agreement or reduce the Scope of Work and Payment accordingly.
- M. Contractor shall not use funds awarded from this Agreement as matching funds for any Federal, State or local grant without the prior written approval of the Director of the Department of Human Services.

#### **Section 4: Program Evaluation, Inspection and Record Keeping Requirements**

- A. The Department of Human Services is assigned monitoring, fiscal control, and evaluation of City funded contracts. Therefore, at such times and in such form as may be required by the Department of Human Services, the Contractor shall furnish to the Department of Human Services such statements, records, data, all policies, procedures, and information and permit the City to have interviews with its personnel, board members and service recipients pertaining to the matters covered by this Agreement.

- B. The Contractor shall submit to the Department of Human Services such reports as may be required by the City, including the Contract Monitoring Report, which template is affixed hereto and incorporated herein as Attachment IV. The Contract Monitoring Report is to be submitted by the Contractor no later than the 5th day of each month. The Contractor ensures that all information contained in all required reports submitted to City is accurate.
- C. Contractor agrees to use records and other information relating to the Prospects Courtyard service recipients for the sole purpose of performing its obligations pursuant to this Agreement. Contractor may share information relating to service recipients in furtherance of public purposes such as promoting the health, welfare, and safety of the community to the extent that the information may be disclosed and is not required to be kept confidential under applicable federal and state laws, rules and regulations (“Service Recipient Information”). Service Recipient Information is distinguishable from records or information otherwise provided by City to Contractor or exchanged between City and Contractor relating to this Contract or contract performance (“City Documents”), and as such, Contractor agrees to secure the confidentiality of City Documents. If disclosure of City Documents is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of Department of Human Services prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Section including, but not limited to execution of confidential disclosure agreements, regarding the confidential information with Contractor's employees and subcontractors prior to any disclosure of the confidential information. This Section shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement.
- D. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Agreement, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.
- E. In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Contractor.

- F. Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Agreement. Contractor agrees that it shall not, under any circumstances, release any City Documents created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction. The Department of Human Services shall be notified of such request as set forth in Section 4.C. of this Agreement.
- G. Within a period not to exceed **90** days from the termination date of the Agreement; Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the City as related to this Agreement.
- H. Contractor agrees to retain all local government records, as defined in Section 201.003(8) of the Texas Local Government Code, created and maintained in the course and scope of the delivery of services under this Agreement for a retention period that shall be no less than the scheduled retention periods set forth in the Local Government Records Act of 1989 and any amendments thereto, found at <http://www.tsl.state.tx.us/slrn/recordspubs/gr.html> and applicable for such records.
- I. The City shall have the authority during normal business hours to make physical inspections to the operating facility occupied to administer this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Agreement.

## **Section 5: Insurance**

The Contractor and the City each maintain insurance or a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

## **Section 6: Indemnity**

City and the Contractor 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 7: Applicable Laws**



- A. The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of the Agreement, and debarment and suspension actions.
- B. The Contractor understands that certain funds provided it pursuant to this Agreement are funds which have been made available by the City's General Operating Budget and/or by Federal, State, or other granting entities. Consequently, Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar in the performance of all services under this Agreement. These include the following:
1. Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>, but only to the extent that the official records retention schedule shall identify the minimum period of retention of local government records (as defined in Section 201.003(8) of the Texas Local Government Code) created in the performance of this Agreement.
  2. Texas Government Code, Chapter 552 pertaining to Texas Public Information Act found at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm>
  3. Texas Local Government Code, Chapter 252 pertaining to purchasing and contracting authority of municipalities
  4. Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- C. In addition Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by Contractor hereunder:
1. OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
  2. OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
  3. OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
  4. OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
  5. OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".
- D. Contractor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

1. Title VII of the Civil Rights Act of 1964, as amended;
  2. Section 504 of the Rehabilitation Act of 1973, as amended;
  3. The Age Discrimination Act of 1975, as amended;
  4. Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
  5. Fair Labor Standards Act of 1938, as amended;
  6. Equal Pay Act of 1963, P.L. 88-38; and
  7. All applicable regulations implementing the above laws.
- E. The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, Federal, State, and local taxes, fees, special assessments, Federal and State payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to:
1. worker's compensation;
  2. unemployment insurance;
  3. timely deposits of payroll deductions;
  4. filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
  5. Occupational Safety and Health Act regulations; and
  6. Employee Retirement Income Security Act of 1974, P.L. 93-406.
- F. Contractor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.
- G. Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Agreement as they may be promulgated.
- H. All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

### **Section 8: Conflict of Interest**

- A. Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

- B. Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- C. No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall:
  - 1. Participate in any decision relating to this Agreement which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
  - 2. Have any direct or indirect interest in this Agreement or the proceeds thereof.
- D. Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- E. Contractor warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

### **Section 9: Termination**

- A. Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent).
- B. Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. The Contractor shall also have the right to terminate this

Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent.

- C. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.
- D. Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Agreement. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Agreement. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

#### **Section 10: Personnel Management**

- A. The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- B. Contractor is permitted to pay its full time employees for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Agreement.
- C. Contractor agrees that the job titles and descriptions set forth in the applicable Budget (Attachment III) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Department of Human Services, as evidenced through a written amendment to this Agreement approved by the Director of the Department of Human Services.
- D. Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded by this Agreement.
- E. The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Agreement.
- F. At the sole discretion of the Director of the Department of Human Services, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

1. To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;
2. To serve as a juror;
3. To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
4. To attend seminars or workshops;

G. Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same project in a non-supervisory position.

#### **Section 11: Adversarial Proceedings**

Contractor agrees to comply with the following special provisions:

1. Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and
2. Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

#### **Section 12: City-Supported Project**

Contractor shall publicly acknowledge that the services provided by Contractor under this Agreement are supported by the City as directed by the Department of Human Services.

#### **Section 13: No Use of Funds for Religious Activities**

Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

#### **Section 14: Debarment**

- A. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.
- B. Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Section 17 herein, if, at any time during the term of the Agreement, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

#### **Section 15: Sub-contracting and Assignment**

- A. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be assigned without the prior written approval of City, and if applicable, the Grantor of the grant. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.
- B. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of City, and if applicable, the Grantor of the grant. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub-contractors with this Agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.
- C. Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Agreement, and as such, this Agreement will be subject to termination in accordance with the provisions hereof.

#### **Section 16: Relationship of Parties**

- A. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.
- B. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

C. Nothing in this Agreement, express or implied, shall be construed to confer rights, remedies or claims on any party other than the parties hereto.

**Section 17: Notices**

Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and delivered in person, or mailed, registered or certified mail, postage prepaid, and addressed to:

City of San Antonio  
Department of Human Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

or to such other address as may have been designated in writing by the Director of the Department of Human Services of the City of San Antonio from time to time. Notices to Contractor shall be deemed sufficient if in writing and delivered in person, or mailed, registered or certified mail, postage prepaid, and addressed to Contractor at:

Bexar County Board Of Trustees  
For Mental Health And Mental Retardation Services  
d/b/a The Center For Health Care Services  
President and CEO  
3031 IH 10 West  
San Antonio, Texas 78201

or at such other address on file with the City Clerk as Contractor may provide from time to time in writing to City.

**Section 18: Approval of the City**

Whenever this Agreement calls for approval by City, unless otherwise explained herein, such approval shall be evidenced by the written approval of the Director of the Department of Human Services of the City, or her designee, unless City Council approval is required.

**Section 19: Venue**

Contractor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar, County, Texas.

**Section 20: Gender**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

### **Section 21: Licenses And Training**

Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

### **Section 22: Independent Contractor**

- A. It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- B. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- C. Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

### **Section 23: Severability**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

### **Section 24: Entire Agreement; Amendment**

This written Agreement, together with the authorizing ordinance or ordinances constitutes the, entire agreement, with respect to the subject matter hereof, with any other written or parol agreement between the City and Contractor being expressly waived by Contractor. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the



same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties hereto. It is understood that the Charter of the City requires that all contracts and agreements with the City be in writing and adopted by ordinance. All amendments also need approval evidenced by an ordinance; provided, however, the Director of the Department of Human Services shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further approval by the City Council of the City, if permitted by all applicable local, state, and federal laws, and in the following circumstances:

- A. an increase in funding of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection and increasing Agreement funding during the term of this Agreement shall not exceed the foregoing amount; or
- B. modifications to the scope of services, as long as the terms of the amendment stay within the parameters set forth in Section 2 of this Agreement; or
- C. budget line item shifts of funds, so long as the total dollar amount set forth in Section 3 (A) of this Agreement remains unchanged.

**Section 25: Authority**

Each of the signers of this Agreement hereby represents and warrants that they have authority to execute this Agreement on behalf of each of their governing entities and to bind the respective entities to all of the terms, conditions, provisions and obligations herein contained. This Agreement shall be signed in duplicate originals so that each Party hereto shall have an original.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011, the **EFFECTIVE DATE**.

**CITY OF SAN ANTONIO,  
a Texas Municipal Corporation**

**BEXAR COUNTY BOARD OF TRUSTEES  
FOR MENTALHEALTH AND MENTAL  
RETARDATION SERVICES  
D/B/A THE CENTER FOR HEALTH CARE  
SERVICES**

By: \_\_\_\_\_  
Gloria Hurtado, Director  
Department of Human Services

By: \_\_\_\_\_  
Leon Evans, President and CEO

**Approved as to Form:**

\_\_\_\_\_

Assistant City Attorney

Attachment I – A - Scope of Work

Attachment I – B – General Procedures for Entry, Intake, and Case Management

Attachment II – A – Balanced Scorecard Performance Plan (General Fund)

Attachment II – B – Balanced Scorecard Performance Plan (ESG Grant)

Attachment III – A – Budget (General Fund)

Attachment III – B – Budget (ESG Grant)

Attachment IV – Contract Monitoring Report

Attachment V – Good Faith Effort Plan

Attachment VI – Funding Guide



- (F) The property number shown on the property tag; and
- (G) A list of disposed items and disposition

- 19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the lost, stolen, missing, damaged and/or destroyed equipment/property. The report submitted by the Contractor to the Managing City Department shall minimally include:
- (A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
  - (B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and,
  - (C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.
- 19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.
- 19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

#### XX. TRAVEL

- 20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present.
- 20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record in the vehicle. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.
- 20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

#### XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

- 21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or

funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

#### XXII. DEBARMENT

- 22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.
- 22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

#### XXIII. ASSIGNMENT

- 23.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

#### XXIV. AMENDMENT

- 24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:
  - (A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;
  - (B) modifications to the performance measures document set forth in Attachment I hereto, so long as 1) the terms of the amendment stay within the parameters set forth in the (statement of work document), also set forth in Attachment I hereto;
  - (C) budget line item shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged;
  - (D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department;
  - (E) modifications to Article III herein to reduce the total amount of reimbursement that shall be made to the Contractor by City, and to amend the budget accordingly which is set forth in Attachment II hereto, in the event that Contractor does not meet the requirements set forth in Article I Overview of the Funding Guide, which is set forth in Attachment III hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E);
  - (F) modification of the total amount of reimbursement that shall be made to the Contractor by City in order to comply with the expenditure ratio set forth in Section 3.3; and

(G) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.4.

XXV. SUBCONTRACTING

- 25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the [the City or Grantor of the grant source, if so required by said Grantor.]
- 25.2 Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.
- 25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.
- 25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

XXVI. OFFICIAL COMMUNICATIONS

- 26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Director

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices of changes 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 the change.

XXVII. VENUE

- 27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar, County, Texas.

XXVIII. GENDER

- 28.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXIX. AUTHORITY

- 29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

XXX. LICENSES AND TRAINING

- 30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXXI. INDEPENDENT CONTRACTOR

- 31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 31.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

32.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**XXXIII. CONTRIBUTION PROHIBITIONS**

The provisions of Article XXXIII shall apply to all contracts considered “high risk” as that term is defined in the City of San Antonio Contracting Policy and Process Manual.

- 33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a “high-risk” discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor’s business entity. Any legal signatory for a proposed high-risk contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.
- 33.2 Contractor acknowledges that the City has identified this Contract as high risk.
- 33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

**XXXIV. ENTIRE CONTRACT**

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF SAN ANTONIO:**

**CONTRACTOR:**

\_\_\_\_\_  
 Director  
 Department of \_\_\_\_\_

\_\_\_\_\_  
**(enter name of agency)**

**(address)**

**San Antonio, TX (zip code)**

\_\_\_\_\_  
 Executive Director



---

Board President (if required by Agency)

APPROVED AS TO FORM:

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City Attorney

ATTACHMENTS

Attachment I – Scope of Work

Attachment II – Budget

Attachment III – Funding Guide/Special Provisions

Attachment IV – Grantor Contract **[include if applicable and referenced in the Contract]**

Attachment V – Report **[include if applicable and referenced in the Contract]**

Attachment VI – SBEDA Plan

# Attachment XII

<b>STATE OF TEXAS</b> *	<b>PROFESSIONAL SERVICES AGREEMENT WITH SAN ANTONIO EDUCATION PARTNERSHIP</b>
<b>COUNTY OF BEXAR</b> *	
<b>CITY OF SAN ANTONIO</b> *	

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its designee pursuant to Ordinance No. \_\_\_\_\_ dated September 15, 2011, and the San Antonio Education Partnership.

WITNESSETH:

WHEREAS, the Department of Human Services is designated as the Managing City department, and

WHEREAS, the San Antonio Education Partnership (SAEP) is an independent non-profit corporation incorporated under the laws of the State of Texas with tax-exempt status under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the Executive Director of SAEP is authorized to act on behalf of SAEP and any references to the Executive Director of SAEP are deemed to include references to any of the Executive Director's designee(s); and

WHEREAS, the City has provided certain funds from the City of San Antonio General Fund Operating Budget (hereinafter referred to as "General Fund") to be used in furtherance of the activities and mission of the San Antonio Education Partnership (the "Project"); and

WHEREAS, the City has previously provided funding to SAEP which remains unexpended and under San Antonio Education Partnership's control in the amount of \$250,000.00, which it has kept in a reserve fund; and

WHEREAS, the City has adopted a budget for the expenditure of funds, and included therein is an additional allocation for SAEP for this contract term in an amount not to exceed \$2,412,814.00 ("Fiscal Year 2012 funding"); and

WHEREAS, the City and SAEP have determined that based upon the unexpended remaining funding of \$250,000.00, the City shall allow SAEP to invoice during this contract period a total of \$2,537,814.00 ("Total Allocation") which consists of \$2,412,814.00 from 2012 funding and \$125,000.00 from the prior year reserve fund, leaving a reserve of \$125,000.00 for FY 2013; and

WHEREAS, of the Total Allocation, \$2,100,000.00 is earmarked to reimburse the San Antonio Education Partnership for scholarships provided for students from City-sponsored high schools (these scholarship reimbursements collectively shall be referred to as "New School Scholarships"), \$312,814.00 is earmarked for outreach, and \$125,000.00 from the reserve fund is earmarked for scholarship (These reimbursement amounts collectively shall be referred to as "Reimbursements," and the amounts for which the City provides Reimbursements collectively shall be referred to as "Reimbursable Expenses; and

WHEREAS, San Antonio Education Partnership shall keep an unexpended reserve balance of \$125,000.00 for FY 2013; and

WHEREAS, the Project set out within this agreement does not include operation and administration expenses, including salaries, associated with and allocable to Café College; and

WHEREAS, the City wishes to engage the San Antonio Education Partnership to carry out the Project;  
NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

- 1.1 The San Antonio Education Partnership will provide, oversee, administer, and carry out all Project activities and services in a manner satisfactory to the City and in compliance with the mutually-agreed to Scope of Work and Balanced Scorecard Performance Plan affixed hereto and incorporated herein for all purposes as Attachments I and II.

II. TERM

- 2.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2011 and shall terminate on September 30, 2012.

III. CONSIDERATION

- 3.1 In consideration, the City will fund the Project through Advance Payments and Reimbursements, as applicable, in accordance with the budget approved by City Council of San Antonio in Ordinance No. \_\_\_\_\_. Said budget (“Reimbursable Expenses”) is affixed hereto and incorporated herein for all purposes as Attachment III. It is specifically agreed that the Total Allocation shall not exceed the total amount of \$2,537,814.00, which shall include \$125,000.00 from Pre-Fiscal Year 2012 (Pre-FY 2012) funding, and \$2,412,814.00 from new Fiscal Year 2012 (FY 2012) funding provided under this Agreement.

- 3.2 The funding level of this Agreement is based on the following allocations from the following funding sources:

Pre-FY 2012 funding (from \$250,000 prior year fund, leaving balance for FY 2013 Reserve)	\$125,000.00
FY 2012 funding	\$2,412,814.00
	-----
Total Allocation for FY 2012 (amount that may be invoiced under this Agreement)	\$2,537,814.00
2013 Reserve from City Funding	\$125,000.00
Total SAEP Funding From City	\$2,662,814.00

- 3.3 It is expressly understood and agreed by the City and San Antonio Education Partnership that the City’s obligations under this Agreement are contingent upon the actual receipt of adequate general fund revenue to meet City’s liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Agreement, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option and subject to City Council approval, either terminate this Agreement or reduce the Scope of Work and Consideration accordingly. It is further understood and agreed upon by the parties that nothing within this Agreement shall entitle or guarantee San Antonio Education Partnership funding beyond the term of this Agreement.

IV. PAYMENT

- 4.1 Preliminary matters.

- 4.1.1 The parties agree that, as of the execution of this Agreement San Antonio Education Partnership, holds an account balance of \$250,000.00 (“Pre-FY 2012 City Fund Balance”) in an account referred to as the New Schools Fund Account from prior Fiscal Year allocations of funding by the

City for scholarships, operational and administration expenses, including salaries for employees of the San Antonio Education Partnership.

- (A) San Antonio Education Partnership agrees to first utilize \$125,000.00 of the Pre-FY 2012 City Fund Balance for scholarships, operational and administration expenses in the performance of the Project.
- (B) The Project does not include operation and management expenses, including salaries, associated and allocable to Café College under San Antonio Education Partnership's separate contract with the City.
- (C) San Antonio Education Partnership shall submit Requests for Payment providing sufficient evidence to the City to demonstrate utilization of the Pre-FY 2012 City Fund Balance prior to requesting Reimbursements from the FY 2012 allocation under this Agreement.
- (D) When San Antonio Education Partnership costs exceed the Pre-FY 2012 City Fund Balance, San Antonio Education Partnership may commence submission of Requests for Payment or Advance Payment for costs exceeding the Pre-FY 2012 City Fund Balance (also referred to herein as "Reimbursable Expenses").

4.1.2 The parties agree that funding under this Agreement shall be allocated in accordance with the attached Budget, and as further set out below:

- (A) San Antonio Education Partnership shall maintain a cash reserve fund during FY 2012 of \$125,000.00 to be fully expended in FY 2013, leaving zero (0) funds in reserve at the end of FY 2013.

4.2 Annual Forecast. Upon commencement of the Agreement, San Antonio Education Partnership shall submit an annual forecast of projected expenditures for each month during the entirety of the Agreement term. The forecast shall break down projected expenditures on a month by month basis, to include projections regarding when the Pre-FY 2012 City Fund Balance will be exhausted and invoices will begin to draw upon FY 2012 allocations. In the event that the required Annual Forecast has not been submitted within the first quarter of this Agreement, San Antonio Education Partnership shall provide an Annual Forecast as well as an Invoice detailing expenditures to date consistent with its submitted forecast for the contract term.

4.3 Requests for Advance Payments. San Antonio Education Partnership must submit to the Director of the Managing City Department a written Request for Advance Payments no later than thirty (30) calendar days prior to the beginning of each new quarter (i.e. due dates: December 1<sup>st</sup>, March 1<sup>st</sup>, June 1<sup>st</sup>, and September 1<sup>st</sup>). Requests for Advance Payments should be based on an updated and current revised forecast for expenditures for the succeeding remaining quarters. The Director of the Managing City Department may, in his or her sole discretion, approve an advance payment of a Reimbursable Expense. It is understood and agreed by the parties hereto that (a) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (b) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final.

In those instances in which advance payments are authorized:

- (A) San Antonio Education Partnership's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner so long as services have been performed by the subject vendor, defined as not later than ten (10) calendar days after the San Antonio Education Partnership is notified that an advance payment check is available from the City.
- (B) The San Antonio Education Partnership must deposit Reimbursements in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations

where the San Antonio Education Partnership's total deposits in said bank, including all City funds deposited in such account, exceed the FDIC insurance limit, the San Antonio Education Partnership must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by the San Antonio Education Partnership from the San Antonio Education Partnership's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the San Antonio Education Partnership's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. San Antonio Education Partnership shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

- (C) The San Antonio Education Partnership shall deposit New School Scholarships and funds held by the San Antonio Education Partnership that are in excess of paid scholarship expenses from prior program years as set forth in Attachment IV in the account entitled "New Schools Fund Account". All accumulated interest or other amounts accruing to the New Schools Fund Account shall remain a part of the New Schools Fund Account. The New Schools Fund is to be invested in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. The San Antonio Education Partnership will submit to the Director of the Managing City Department a "New Schools Fund" investment account fund register showing the beginning balance as of execution of this Agreement and all deposits, interest income, and expense withdrawals made during the program year on a monthly basis thereafter.

- 4.4 Monthly Invoices. San Antonio Education Partnership shall submit to City by the 15<sup>th</sup> of the month a monthly Invoice in the form prescribed by City, which details the specific costs (by category and by program account number) San Antonio Education Partnership expended in the previous month to deliver the services described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The submitted monthly Invoice shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the San Antonio Education Partnership's submission of original or certified copies of invoices, cancelled checks, San Antonio Education Partnership's general ledger and/or receipts to verify invoiced expenses.
- 4.5 Reconciliation of Actual Expenditures in Relation to Quarterly Revised Forecasts. The Request for Advance Payment set out above in Section 4.3 shall take into consideration and account for actual expenditures during that quarter versus those projected expenditures for the quarter. Should requested advanced funds provided for the quarter exceed the amount actually expended, San Antonio Education Partnership agrees that it shall carry forward that surplus amount and credit it against its forecasted expenditures for the succeeding quarter (e.g. first quarter projected expenditures are \$100,000.00; actual expenditures are \$75,000.00; \$25,000.00 will carry forward to the second quarter. Request for Advance Payment for second quarter would show projected expenditures of \$100,000.00, but will show carry-forward credit of \$25,000.00 and therefore only request the balance of \$75,000.00). In no event may any Invoice or Request for Advance Payment or cumulative total thereof, exceed the Total Allocation.
- 4.6 Reimbursement to City. The San Antonio Education Partnership shall submit to City all final requests for payment no later than forty-five (45) days from the expiration or early termination date of this Agreement, unless the San Antonio Education Partnership receives written authorization from the Director of the Managing City Department prior to such forty-five (45) day period allowing the San Antonio Education Partnership to submit a request for payment after such forty-five (45) period. San Antonio Education Partnership agrees to reimburse the City for any unused funds received from the City based upon reconciled adjustments resulting from its fourth (4<sup>th</sup>) quarter balance sheet. Reimbursement shall be made to City within ten (10) calendar days of written notification of the need for reimbursement.

- 4.7 Forecast and Request for Advance Payment for Succeeding Fiscal Year. San Antonio Education Partnership shall provide a forecast and Request for Advance Payment by August 15<sup>th</sup> for projected expenditures in the next fiscal year, should funding be available and the parties mutually agree to a new term and agreement. The parties agree and understand that the submission of a forecast and request for advance payment shall not be considered to create any expectation or guarantee of future funding and shall not extend, renew or amend this Agreement unless an extension, amendment or renewal is agreed upon by the parties in writing in accordance with Article XXIV.
- 4.8 Other Provisions. With respect to Reimbursable Expenses, the parties expressly agree that the City's liability hereunder is limited to making reimbursements for allowable costs incurred. Allowable costs are defined as those costs which are necessary, reasonable and allowable for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment III of this Agreement. In no event shall the City be liable for any cost of the San Antonio Education Partnership not eligible for reimbursement as defined within this Agreement. San Antonio Education Partnership shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Agreement, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.
- 4.9 City shall make reimbursement payments of eligible expenses to the San Antonio Education Partnership of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Invoice and so long as San Antonio Education Partnership satisfactorily completes the work described in this Agreement. The question of satisfactory completion of said work shall be determined by the City alone and its decision shall be final. City shall make payment to San Antonio Education Partnership within 30 calendar days of receiving a valid and approved Invoice or Request for Advance Payment.
- 4.10 San Antonio Education Partnership agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided by this Contract.
- 4.11 The San Antonio Education Partnership shall maintain a financial management system, and acceptable accounting records that provide for:
- (A) accurate, current, and complete disclosure of financial support from each Federal, State and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Agreement. If accrual basis reports are required, the San Antonio Education Partnership shall develop accrual data for its reports based on an analysis of the documentation available;
  - (B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;
  - (C) effective control over and accountability for all funds, property, and other assets. The San Antonio Education Partnership shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. The San Antonio Education Partnership shall maintain an accounting system that can separate funds by funding source and project;
  - (D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

- (E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the San Antonio Education Partnership;
  - (F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Article XII hereof, and the terms of the award, grant, or contract, with the City;
  - (G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and
  - (H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.
- 4.12 San Antonio Education Partnership shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project. The Cost Allocation Plan and supportive documentation shall be included in the financial statements that are applicable to the Project. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.
- 4.13 Upon execution of this Agreement or at any time during the term of this Agreement, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve the San Antonio Education Partnership's systems of internal accounting and administrative controls prior to the release of funds hereunder.
- 4.14 San Antonio Education Partnership agrees that prior to the payment of any funds under this Agreement, and throughout the term of this Agreement, San Antonio Education Partnership shall maintain financial stability and operate in a fiscally responsible and prudent manner. San Antonio Education Partnership agrees that the City may immediately terminate this Agreement if the City finds, as solely determined by the City, that San Antonio Education Partnership is in such unsatisfactory financial condition as to endanger performance under this Agreement. The City may consider evidence such as the apparent inability of San Antonio Education Partnership to meet its financial obligations and items that reflect detrimentally on the credit worthiness of San Antonio Education Partnership. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of San Antonio Education Partnership, the appointment of a trustee, receiver or liquidator for all or a substantial part of San Antonio Education Partnership's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against San Antonio Education Partnership. San Antonio Education Partnership shall provide any records requested by City that City deems necessary to make such a determination.
- 4.15 The San Antonio Education Partnership agrees that its costs or earnings claimed under this Agreement will not be claimed under another contract or grant from another agency.
- 4.16 The San Antonio Education Partnership agrees that with respect to Reimbursable Expenses, the City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the San Antonio Education Partnership).

## V. PROGRAM INCOME



- 5.1 For purposes of this Agreement, “program income” shall mean earnings of the San Antonio Education Partnership realized from activities resulting from this Agreement or from the San Antonio Education Partnership’s management of all funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of the San Antonio Education Partnership provided as a result of this Agreement, and payments from clients or third parties for services rendered by the San Antonio Education Partnership pursuant to this Agreement. At the sole option of the Director of the Managing City Department, the San Antonio Education Partnership will be required to return program income funds to City through the Managing City Department, provided, however, that upon prior written approval by the Director of the Managing City Department, the San Antonio Education Partnership may be permitted to retain such funds to be:
- (A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or
- (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.
- 5.2 In any case where the San Antonio Education Partnership is required to return program income to the Managing City Department, the San Antonio Education Partnership must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants the San Antonio Education Partnership authority to retain program income, the San Antonio Education Partnership must submit all reports required by the Managing City Department within the timeframe specified in the Agreement.
- 5.3 The San Antonio Education Partnership shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.
- 5.4 The San Antonio Education Partnership shall fully disclose and be accountable to the City for all program income. The San Antonio Education Partnership must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by the San Antonio Education Partnership to report program income as required is grounds for suspension, cancellation, or termination of this Agreement.
- 5.5 The San Antonio Education Partnership is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department, provided, however, that the City expressly acknowledges that the San Antonio Education Partnership participates in the City Employee Combined Campaign administered by the United Way and that the San Antonio Education Partnership solicits and receives donations from City employees during that Campaign. Nothing in this Section 5.5 shall be construed to restrict the San Antonio Education Partnership’s participation in or benefit from the City Employee Combined Campaign.
- 5.6 The San Antonio Education Partnership shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

## VI. ADMINISTRATION OF AGREEMENT

- 6.1 **THIS SECTION INTENTIONALLY LEFT BLANK**
- 6.2 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, and shall have the final authority to render or secure an interpretation.

- 6.3 The San Antonio Education Partnership shall not use funds awarded from this Agreement as matching funds for any Federal, State or local grant without the prior written approval of the Director of the Managing City Department.
- 6.4 The City shall have the authority during normal business hours to make physical inspections to the operating facility occupied to administer this Agreement and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Agreement.
- 6.5 The San Antonio Education Partnership's Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to the San Antonio Education Partnership's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.
- 6.6 The San Antonio Education Partnership agrees to comply with the following check -writing and handling procedures with respect to checks written to pay or reimburse Reimbursable Expenses:
- (A) No blank checks are to be signed in advance;
- (B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a \$100.00 maximum per check; San Antonio Education Partnership agrees that the aggregate amount of petty cash reimbursement shall not exceed \$200.00 per location for any given calendar month during the term of this Agreement unless San Antonio Education Partnership receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt; and
- (C) Checks issued by City to the San Antonio Education Partnership for all Reimbursable Expenses shall be deposited into the appropriate bank account immediately or by the next business day after the San Antonio Education Partnership's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.
- 6.7 City reserves the right to request the San Antonio Education Partnership to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

## VII. AUDIT

- 7.1 If the San Antonio Education Partnership expends \$500,000.00 or more of City dollars, provided pursuant to this Agreement or any other City contract, then during the term of this Agreement, the San Antonio Education Partnership shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of the San Antonio Education Partnership's fiscal year, expiration or early termination of this Agreement, whichever is earlier. The San Antonio Education Partnership understands and agrees to furnish the Managing City Department a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. In addition to the report, a copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to the Managing City Department by the San Antonio Education Partnership or within fifteen (15) days upon receipt of said report or upon submission of said corrective action plan to the auditor.

The San Antonio Education Partnership agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the San Antonio Education Partnership or its programs of any findings about accounting deficiencies, or violations of the San Antonio Education Partnership's financial operations, a copy of the notification, review, investigation, and audit

violations report must be forwarded to the Managing City Department within a period of ten (10) days upon the San Antonio Education Partnership's receipt of the report.

- 7.2 The San Antonio Education Partnership agrees that if the San Antonio Education Partnership receives or expends more than \$500,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (OMBA-133 revision) and the San Antonio Education Partnership shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within a period not to exceed one hundred twenty (120) days after the end of the San Antonio Education Partnership's fiscal year to the Federal Audit Clearinghouse in Jeffersonville, Indiana. The San Antonio Education Partnership may submit reports through the following website: <http://gov.fac@census.gov> and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, the San Antonio Education Partnership may submit the completed report by mail to:

Federal Audit Clearinghouse  
1201 E. 10th Street  
Jeffersonville, Indiana 47132

San Antonio Education Partnership agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from San Antonio Education Partnership's Single Audit. Reimbursement shall be made within twenty (20) days of written notification regarding the need for reimbursement.

- 7.3 If the San Antonio Education Partnership expends less than \$500,000.00 of City dollars, then during the term of this Agreement, the San Antonio Education Partnership shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of the San Antonio Education Partnership's fiscal year, expiration or early termination of this Agreement, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by the San Antonio Education Partnership attesting to the correctness of said financial statement.
- 7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.
- 7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Agreement at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, the San Antonio Education Partnership agrees to make available to City all accounting and Project records.

The San Antonio Education Partnership shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Agreement. Said records shall be maintained for the required period beginning immediately after the expiration of this Agreement, save and except when there is litigation or if the audit report covering such agreement has not been accepted, the San Antonio Education Partnership shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by the San Antonio Education Partnership in accounting for expenses

incurred under this Agreement, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

The City may, in its sole and absolute discretion, require the San Antonio Education Partnership to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement, and the San Antonio Education Partnership shall abide by such requirements.

- 7.6 When an audit or examination determines that the San Antonio Education Partnership has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the San Antonio Education Partnership shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the San Antonio Education Partnership will immediately refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, the San Antonio Education Partnership shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If the San Antonio Education Partnership is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the San Antonio Education Partnership is forbidden from reducing Project expenditures and the San Antonio Education Partnership must use its own funds to maintain the Project.

The San Antonio Education Partnership agrees and understands that all expenses associated with the collection of delinquent debts owed by the San Antonio Education Partnership shall be the sole responsibility of the San Antonio Education Partnership and shall not be paid from any Project funds received by the San Antonio Education Partnership under this Agreement.

- 7.7 If the City determines, in its sole discretion, that the San Antonio Education Partnership is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the San Antonio Education Partnership pay for such audit from non-City resources.

#### VIII. RECORDS, REPORTING, AND COPYRIGHTS

- 8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the San Antonio Education Partnership shall furnish to the Managing City Department such statements, records, data, all policies and procedures, and information and permit the City to have interviews with its personnel, board members and project participants pertaining to the matters covered by this Agreement.
- 8.2 The San Antonio Education Partnership shall submit to the Managing City Department such reports as may be required by the City, including the Contract Monitoring Report (CMR) which template is affixed hereto and incorporated herein as Attachment V. The Contract Monitoring Report (CMR) is to be submitted by the San Antonio Education Partnership no later than the 5<sup>th</sup> business day of each month. The San Antonio Education Partnership ensures that all information contained in all required reports submitted to City is accurate.
- 8.3 The San Antonio Education Partnership agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. The San Antonio Education

Partnership shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, the San Antonio Education Partnership shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. The San Antonio Education Partnership shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with the San Antonio Education Partnership's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. Upon expiration or early termination of this Agreement, the San Antonio Education Partnership shall return to City all copies of materials related to the Project including the Confidential Information.

- 8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if the San Antonio Education Partnership receives inquiries regarding documents within its possession pursuant to this Agreement, the San Antonio Education Partnership shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, the San Antonio Education Partnership shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of the San Antonio Education Partnership's receipt of such request.
- 8.5 In accordance with Texas law, the San Antonio Education Partnership acknowledges and agrees that all City government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, the San Antonio Education Partnership agrees that no such City government records produced by or on the behalf of the San Antonio Education Partnership pursuant to this Agreement shall be the subject of any copyright or proprietary claim by the San Antonio Education Partnership.

The San Antonio Education Partnership acknowledges and agrees that all City government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City during normal business hours. The San Antonio Education Partnership further agrees to turn over to City all such City records upon expiration or early termination of this Agreement. The San Antonio Education Partnership agrees that it shall not, under any circumstances, release any records created solely for the City during the course of performance of the Agreement to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Agreement.

- 8.6 Ownership of Intellectual Property. San Antonio Education Partnership and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. San Antonio Education Partnership hereby grants, sells, assigns, and conveys to City all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in City. San Antonio Education Partnership agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property

Rights. In the event City shall be unable, after reasonable effort, to secure San Antonio Education Partnership's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, San Antonio Education Partnership hereby irrevocably designates and appoints City and its duly authorized officers and agents as San Antonio Education Partnership's agent and attorney-in-fact, to act for and in San Antonio Education Partnership's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by San Antonio Education Partnership. Provided, however, nothing herein contained is intended nor shall it be construed to require San Antonio Education Partnership to transfer any ownership interest in San Antonio Education Partnership's best practice and benchmarking information to the City.

- 8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Agreement, the San Antonio Education Partnership shall submit all final client and/or fiscal reports and all required deliverables to the City Managing Department. The San Antonio Education Partnership understands and agrees that in conjunction with the submission of the final report, the San Antonio Education Partnership shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.
- 8.8 San Antonio Education Partnership shall provide to the Managing City Department all information requested by the Managing City Department relating to the San Antonio Education Partnership's Board functions. Information required for submission shall include but may not be limited to:
- (A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
  - (B) Current Bylaws and Charter;
  - (C) Terms of Officers;
  - (D) Amendments to Bylaws;
  - (E) Schedule of anticipated board meetings for current Fiscal Year;
  - (F) Minutes of board meetings that are approved by the San Antonio Education Partnership's board; and
  - (G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.
- 8.9 The San Antonio Education Partnership agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Agreement.

#### IX. INSURANCE

- 9.1 The San Antonio Education Partnership agrees to comply with the following insurance provisions:
- (A) Prior to the commencement of any work under this Agreement, San Antonio Education Partnership shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled **San Antonio Education Partnership – Scholarships** in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
  - (B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

(C) The San Antonio Education Partnership's financial integrity is of interest to the City; therefore, subject to San Antonio Education Partnership's right to maintain reasonable deductibles in such amounts as are approved by the City, San Antonio Education Partnership shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at San Antonio Education Partnership's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

(D) San Antonio Education Partnership agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of San Antonio Education Partnership herein, and provide a certificate of insurance and endorsement that names the San Antonio Education Partnership and the City as additional insureds. San Antonio Education Partnership shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Agreement for all purposes.

(E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). San Antonio Education Partnership shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. San Antonio Education Partnership shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Department of Human Services

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

(F) San Antonio Education Partnership agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, San Antonio Education Partnership shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend San Antonio Education Partnership's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon San Antonio Education Partnership's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order San Antonio Education Partnership to stop work hereunder, and/or withhold any payment(s) which become due to San Antonio Education Partnership hereunder until San Antonio Education Partnership demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which San Antonio Education Partnership may be held responsible for payments of damages to persons or property resulting from San Antonio Education Partnership's or its subcontractors' performance of the work covered under this Agreement.

(J) It is agreed that San Antonio Education Partnership's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

(K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

(L) San Antonio Education Partnership and any Subcontractors are responsible for all damage to their own equipment and/or property.

## **X. INDEMNITY**

### **10.1 THE SAN ANTONIO EDUCATION PARTNERSHIP AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:**



**(A) The San Antonio Education Partnership covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to the San Antonio Education Partnership's activities under this Agreement, including any acts or omissions of the San Antonio Education Partnership, any agent, officer, director, representative, employee, consultant or subcontractor of the San Antonio Education Partnership, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT THE SAN ANTONIO EDUCATION PARTNERSHIP AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**(B) The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

**(C) The San Antonio Education Partnership shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or the San Antonio Education Partnership known to the San Antonio Education Partnership related to or arising out of the San Antonio Education Partnership's activities under this Agreement.**

#### XI. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) AND RELATED POLICIES

11.1 THIS POLICY IS NOT APPLICABLE TO THIS AGREEMENT.

#### XII. APPLICABLE LAWS

12.1 The San Antonio Education Partnership certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above-referenced law and regulations could subject the San Antonio Education Partnership to suspension of payments, termination of Agreement, and debarment and suspension actions.

12.2 The San Antonio Education Partnership understands that certain funds provided it pursuant to this Agreement are funds that have been made available by the City's General Operating Budget. Consequently, the San Antonio Education Partnership agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by the San Antonio Education Partnership hereunder as directed by the City or as required in this Agreement. In addition the San Antonio Education Partnership shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by the San Antonio Education Partnership hereunder:

- (A) OMB Circular A-21, entitled, "Cost Principles for Educational Institution"
- (B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
- (C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";

- (D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
- (E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

12.3 All of the work performed under this Agreement by the San Antonio Education Partnership shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, the San Antonio Education Partnership shall comply with the following:

Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>  
 Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm>  
 Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities  
 Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services  
 Texas Local Government Code can be found at <http://www.statutes.legis.state.tx.us/>

In addition to the applicable laws referenced above, the San Antonio Education Partnership must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to the San Antonio Education Partnership hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

12.4 The San Antonio Education Partnership shall not engage in employment practices that have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, the San Antonio Education Partnership agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, the San Antonio Education Partnership certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

- (A) Title VII of the Civil Rights Act of 1964, as amended;
- (B) Section 504 of the Rehabilitation Act of 1973, as amended;
- (C) The Age Discrimination Act of 1975, as amended;
- (D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
- (E) Fair Labor Standards Act of 1938, as amended;
- (F) Equal Pay Act of 1963, P.L. 88-38; and
- (G) All applicable regulations implementing the above laws.

12.5 The San Antonio Education Partnership warrants that any and all taxes that the San Antonio Education Partnership may be obligated for, including but not limited to, Federal, State, and local taxes, fees, special assessments, Federal and State payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The San Antonio Education Partnership shall comply with all applicable local, State, and Federal laws including, but not limited to:

- (A) worker's compensation;
- (B) unemployment insurance;
- (C) timely deposits of payroll deductions;
- (D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
- (E) Occupational Safety and Health Act regulations; and
- (F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

- 12.6 The San Antonio Education Partnership agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.
- 12.7 The San Antonio Education Partnership agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Project as they may be promulgated.
- 12.8 All expenditures by the San Antonio Education Partnership or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. Expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.
- 12.9 The San Antonio Education Partnership shall submit to the Managing City Department on an annual basis its Form 990 or 990T.

### XIII. NO SOLICITATION/CONFLICT OF INTEREST

- 13.1 The San Antonio Education Partnership warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the San Antonio Education Partnership or the City. For breach or violation of this warrant, the City shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.
- 13.2 The San Antonio Education Partnership covenants that neither it nor any member of its governing body or of its staff presently has any interest, whether direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The San Antonio Education Partnership further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 13.3 The San Antonio Education Partnership further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 13.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall:
  - (A) Participate in any decision relating to this Agreement which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
  - (B) Have any direct or indirect interest in this Agreement or the proceeds thereof.
- 13.5 The San Antonio Education Partnership acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.

- 13.6 The San Antonio Education Partnership representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). The San Antonio Education Partnership further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

#### XIV. TERMINATION

- 14.1 Termination for Cause - Should the San Antonio Education Partnership fail to fulfill, in a timely and proper manner, obligations under this Agreement to include performance standards established by the City, or if the San Antonio Education Partnership should violate any of the covenants, conditions, or stipulations of the Agreement, the City shall thereupon have the right to terminate this Agreement in whole or in part by sending written notice to the San Antonio Education Partnership of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The San Antonio Education Partnership shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that the San Antonio Education Partnership's performance upon which final payment is conditioned shall include, but not be limited to, the San Antonio Education Partnership's complete and satisfactory performance, of its obligations for which final payment is sought.
- 14.2 Termination for Convenience - This Agreement may be terminated in whole or in part when the City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. The San Antonio Education Partnership shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The San Antonio Education Partnership shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that the San Antonio Education Partnership's performance upon which final payment is conditioned shall include, but not be limited to, the San Antonio Education Partnership's complete and satisfactory performance of its obligations for which final payment is sought.
- 14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the San Antonio Education Partnership for failure to comply with the terms and provisions of this Agreement. Specifically, at the sole option of the City, the San Antonio Education Partnership may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the San Antonio Education Partnership is not in compliance with this Agreement. The San Antonio Education Partnership shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.
- 14.4 Should the San Antonio Education Partnership be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be within the City's sole and absolute discretion and shall be grounds for termination for cause.

#### XV. PROHIBITION OF POLITICAL ACTIVITIES

- 15.1 The San Antonio Education Partnership agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in

the administration of the project provided for in this Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.

- 15.2 The San Antonio Education Partnership agrees that no funds provided under this Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 15.3 The prohibitions set forth in Article XV, sections 15.1 and 15.2 of this Agreement include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
  - (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
  - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
  - (D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 15.4 To ensure that the above policies are complied with, the San Antonio Education Partnership shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. The San Antonio Education Partnership shall list the name and number of a contact person from the Managing City Department on the statement that the San Antonio Education Partnership's personnel can call to report said violations.
- 15.5 The San Antonio Education Partnership agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the San Antonio Education Partnership under this Agreement may, at the City's discretion, be withheld until the situation is resolved.
- 15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, the San Antonio Education Partnership and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

## XVI. PERSONNEL MANAGEMENT

- 16.1 The San Antonio Education Partnership's Director will provide input to the San Antonio Education Partnership Program Senior Management Analyst (City employee) who will prepare and submit to the Director of the Managing City Department an Individual Performance Development Plan as required by the City for each City employee assigned to the San Antonio Education Partnership.
- 16.2 The San Antonio Education Partnership establishes personnel management policies and procedures for

employee positions paid by the San Antonio Education Partnership. The San Antonio Education Partnership will comply with all state and federal laws prohibiting discrimination and a hostile work environment and agrees to provide a workplace free of harassment.

- 16.3 The San Antonio Education Partnership agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 16.4 San Antonio Education Partnership is permitted to pay its full time employees for the total number of holidays authorized by the City Council for City employees. If the San Antonio Education Partnership elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Agreement.
- 16.5 San Antonio Education Partnership agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department, as evidenced through a written amendment to this Agreement approved by the Director of the Managing City Department.
- 16.6 San Antonio Education Partnership agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization.
- 16.7 The San Antonio Education Partnership agrees to provide the City with the names and license registration of any employees of the San Antonio Education Partnership regulated by State law whose activities contribute toward, facilitate, or coordinate the performance of this Agreement.
- 16.8 At the sole discretion of the Director of the Managing City Department, San Antonio Education Partnership may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:
  - (A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Agreement;
  - (B) To serve as a juror;
  - (C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the San Antonio Education Partnership may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
  - (D) To attend seminars or workshops;
- 16.9 Chief Executive Officers (CEOs), directors and other supervisory personnel of the San Antonio Education Partnership may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

## XVII. ADVERSARIAL PROCEEDINGS

- 17.1 The San Antonio Education Partnership agrees to comply with the following special provisions:
  - (A) Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

- (B) The San Antonio Education Partnership, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

#### XVIII. CITY-SUPPORTED PROJECT

- 18.1 The San Antonio Education Partnership shall publicly acknowledge that this Project is supported by the City as directed by the Managing City Department.

#### XIX. EQUIPMENT

- 19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at the Agreement's expiration or early termination, for whatever reason. The San Antonio Education Partnership agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Agreement. Equipment that has reverted to the San Antonio Education Partnership through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.
- 19.2 The San Antonio Education Partnership agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the San Antonio Education Partnership to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.
- 19.3 The San Antonio Education Partnership shall maintain records on all items obtained with City funds to include:
  - (A) A description of the equipment, including the model and serial number, if applicable;
  - (B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
  - (C) An indication of whether the equipment is new or used;
  - (D) The vendor's name (or transferred from);
  - (E) The location of the property;
  - (F) The property number shown on the property tag; and,
  - (G) A list of disposed items and disposition
- 19.4 The San Antonio Education Partnership is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The San Antonio Education Partnership shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that the San Antonio Education Partnership discovers the lost, stolen, missing, damaged and/or destroyed equipment/property. The report submitted by the San Antonio Education Partnership to the Managing City Department shall minimally include:
  - (A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
  - (B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and,
  - (C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

- 19.5 All equipment purchased under this Agreement shall be fully insured against fire, loss and theft.
- 19.6 The San Antonio Education Partnership shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

#### XX. TRAVEL

- 20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present.
- 20.2 The San Antonio Education Partnership agrees that mileage reimbursement paid to the San Antonio Education Partnership's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service rules. The San Antonio Education Partnership further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record in the vehicle. Mileage records are subject to spot-checks by the City. The San Antonio Education Partnership shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the San Antonio Education Partnership.
- 20.3 The San Antonio Education Partnership agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Agreement, the San Antonio Education Partnership shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

#### XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

- 21.1 The San Antonio Education Partnership agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

#### XXII. DEBARMENT

- 22.1 The San Antonio Education Partnership certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.
- 22.2 The San Antonio Education Partnership shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the contract, including any renewals hereof, the San Antonio Education Partnership learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

#### XXIII. ASSIGNMENT

- 23.1 The San Antonio Education Partnership shall not assign or transfer the San Antonio Education Partnership's interest in this Agreement or any portion thereof without the written consent of the City



Council of San Antonio. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

#### XXIV. AMENDMENT

- 24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and the San Antonio Education Partnership and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:
- A. an increase in funding of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing Agreement funding and executed without City Council approval pursuant to this subsection during the term of this Agreement shall not exceed the foregoing amount;
  - B. modifications to the Balanced Scorecard Performance Plan set forth in Attachment II hereto, so long as the terms of the amendment stay within the parameters set forth in the Scope of Work, as set forth in Attachment I hereto;
  - C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Agreement remains unchanged;
  - D. modifications to the insurance provisions described in Article IX of this Agreement that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department.
  - E. modifications to Article III herein to reduce the total amount of reimbursement that shall be made to the San Antonio Education Partnership by City, and to amend the budget accordingly which is set forth in Attachment III hereto, in the event that the San Antonio Education Partnership does not meet the requirements set forth in the Scope of Work, attached hereto as Attachment I, or the Balanced Scorecard Performance Plan attached hereto as Attachment II. The San Antonio Education Partnership shall execute any and all amendments to this Agreement that are required as a result of a modification made pursuant to this Section 24.1 (E).
  - F. reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.3

#### XXV. SUBCONTRACTING

- 25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City.
- 25.2 The San Antonio Education Partnership must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by the San Antonio Education Partnership with respect to any of its sub-contracts supported by any part of the Total Allocation, then the San Antonio Education Partnership will be deemed to be in default of this Agreement, and as such, this Agreement will be subject to termination in accordance with the provisions hereof.

- 25.3 Any work or services for sub-contracting hereunder shall be sub-contracted only by written Agreement, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub-contractors with this Agreement shall be the responsibility of the San Antonio Education Partnership. The San Antonio Education Partnership agrees that payment for services of any sub-contractor shall be submitted through the San Antonio Education Partnership, and the San Antonio Education Partnership shall be responsible for all payments to sub-contractors.
- 25.4 The San Antonio Education Partnership certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

XXVI. OFFICIAL COMMUNICATIONS

- 26.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City: Director Department of Human Services 115 Plaza de Armas, Ste. 210 San Antonio, TX 78205	The San Antonio Education Partnership: Executive Director San Antonio Education Partnership 206 San Pedro Avenue, Ste 200 San Antonio, TX 78205
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Notices of changes 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 the change.

XXVII. VENUE

- 27.1 The San Antonio Education Partnership and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar, County, Texas.

XXVIII. GENDER

- 28.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXIX. AUTHORITY

- 29.1 The signer of this Agreement for the San Antonio Education Partnership represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of the San Antonio Education Partnership and to bind the San Antonio Education Partnership to all of the terms, conditions, provisions and obligations herein contained. The San Antonio Education Partnership shall provide evidence to City upon execution of this Agreement that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code. The San Antonio Education Partnership must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. The San Antonio Education Partnership shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Agreement.

### XXX. LICENSES AND TRAINING

- 30.1 The San Antonio Education Partnership warrants and certifies that the San Antonio Education Partnership's employees and its subcontractors have the requisite training, license or certification to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

### XXXI. INDEPENDENT ORGANIZATION

- 31.1 It is expressly understood and agreed that the San Antonio Education Partnership is an independent organization that provides professional services for the City. As such, the San Antonio Education Partnership shall be responsible for its respective acts or omissions and that the City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 31.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 31.3 Any and all of the employees of the San Antonio Education Partnership, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of the San Antonio Education Partnership only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the San Antonio Education Partnership.

### XXXII. SEVERABILITY

- 32.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

### XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Contracting Policy and Process Manual.

- 33.1 The San Antonio Education Partnership acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high profile" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person begins negotiations or discussions of a contract until 30 calendar days following the contract award. The San Antonio Education Partnership understands that if the legal signatory entering the Agreement has made such a contribution, the City may not award the Agreement to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified in writing at the time negotiations for this Agreement are initiated, if the identity of the signatory will be different from the individual submitting the response.

- 33.2 The San Antonio Education Partnership acknowledges that the City has identified this Agreement as high profile.
- 33.3 The San Antonio Education Partnership warrants and certifies, and this Agreement is made in reliance thereon, that the individual signing this Agreement has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Agreement. Should the signor of this Agreement violate this provision, the City Council may, in its discretion, declare the Agreement void.

**XXXIV UNLAWFUL EMPLOYMENT OF ALIENS**

- 34.1 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if San Antonio Education Partnership receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), San Antonio Education Partnership shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of San Antonio Education Partnership receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

**XXXV. ENTIRE CONTRACT**

- 35.1 This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Agreement has been executed effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF SAN ANTONIO:

SAN ANTONIO EDUCATION PARTNERSHIP:

\_\_\_\_\_  
Peter Zanoni  
Assistant City Manager

\_\_\_\_\_  
206 San Pedro, Suite 200  
San Antonio, TX 78205

APPROVED AS TO FORM:

\_\_\_\_\_  
Executive Director

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

- ATTACHMENTS**  
Attachment I – Scope of Work  
Attachment II – Balanced Scorecard Performance Plan  
Attachment III- Reimbursable Expenses

Attachment IV- City Funds Held by the San Antonio Education Partnership in the New Schools Fund Account  
Attachment V – Contract Monitoring Report Form

## **Attachment I**

### **SCOPE OF WORK**

#### San Antonio Education Partnership

In Fiscal Year 2012, the San Antonio Education Partnership will provide scholarship opportunities to students at high schools sponsored by the City. This work includes, but is not limited, to the following:

- Providing specific information materials to communicate scholarship opportunity to students in sponsored schools;
- Undertaking outreach (class presentations, student assemblies, parent forums, faculty meetings, etc.) to students, parents and school faculty/staff at schools to create awareness of college access, the Education Partnership and the scholarship opportunity;
- Meeting with students to explain eligibility requirements and complete “Commitment to College” form;
- Working with schools to obtain grade and attendance information to develop preliminary and final eligibility lists of Partnership-eligible scholarship students;
- Creating database to maintain information for new students for reporting, eligibility, and verification purposes, including modification of existing Client Services Information System (CSIS) database;
- Submit Funds to pay the scholarships to the participating colleges and universities on behalf of students that have received the San Antonio Education Partnership Scholarship Award;
- Work with school staff and students of the San Antonio Education Partnership participating high schools to determine eligibility, assess scholarship award and administer scholarship program for eligible students attending Robert E. Lee, Thomas Edison, Louis Fox Tech, Sam Houston, Theodore Roosevelt, Highlands, Harlandale, McCollum, South San, Southside, G.W. Brackenridge, Sidney Lanier, Luther Burbank, John F. Kennedy, Memorial, John Jay, O.W. Holmes, Taft, Thomas Jefferson, Tom Clark, Winston Churchill, James Madison, MacArthur, Marshall, and/or Southwest High School.;

**Attachment III**

**BUDGET**  
Reimbursable Expenses

San Antonio Education Partnership FY 2012 Budget	
Outreach	312,814
Scholarships	2,100,000
<b>2012 SAEP Allocation</b>	<b>2,412,814</b>
Prior Year Reserve Fund to be expended in Scholarships	125,000
<b>2012 SAEP Invoicing</b>	<b>2,537,814</b>
Reserve Fund	125,000
<b>Total SAEP COSA Funding</b>	<b>2,662,814</b>

**Attachment III**

City Funds Held By San Antonio Education Partnership  
in the New Schools Fund Account

<b>Fiscal Year</b>	<b>City Funding</b>	<b>Program Income (Dividend/Interest Income)</b>	<b>SAEP Program Expenses</b>	<b>Reversion to City Fund Balance</b>	<b>City Fund Balance</b>
2001	\$650,000	\$12,320	-0-	-0-	\$662,320
2002	\$650,000	\$13,897	(\$220,675)	-0-	\$1,105,542
2003	\$584,895	\$10,902	(\$221,425)	-0-	\$1,479,914
2004	\$581,895	\$11,035	(\$340,908)	-0-	\$1,731,936
2005	-0-	\$34,749	(\$400,175)	(\$279,120)	\$1,087,390
2006	\$500,650	\$34,811	(\$499,150)	-0-	\$1,123,701
2007	\$663,267	\$46,659	(\$663,270)	(\$50,000)	\$1,120,357
2008	\$1,216,619	\$19,919	(\$1,216,619)	(\$133,501)	\$1,006,775
2009 through 05/31/2009	\$870,582	\$5,143	(\$845,645)	-0-	\$1,036,855
2010 (6/1/2009-09/30/10)	\$2,106,777	\$1,410	(\$2,106,777)	-0-	\$1,038,265
2011	To be Updated				\$250,000
<b>Total</b>	<b>To be Updated</b>	<b>\$190,845</b>	<b>(\$6,514,644)</b>	<b>(\$462,621)</b>	<b>\$250,000</b>



# Attachment XIII

STATE OF TEXAS \*  
COUNTY OF BEXAR \*  
CITY OF SAN ANTONIO \*

**DELEGATE AGENCY CONTRACT**  
**WITH**  
**San Antonio Education Partnership**

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its designee pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, and the San Antonio Education Partnership, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Human Services is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General Fund Operating Budget (hereinafter referred to as "General Fund") for Youth Development services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of \$610,000.00 for a project entitled "College Access and Opportunity Center" (hereinafter referred to as the "Project" or "Program"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

**I. SCOPE OF WORK**

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **Scope of Work** and **Balanced Scorecard Performance Plan** affixed hereto and incorporated herein for all purposes as Attachment I.

**II. TERM**

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2011** and shall terminate on **September 30, 2012**.

**III. CONSIDERATION**

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in Ordinance No. \_\_\_\_\_. Said budget is affixed hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **\$610,000.00**.

3.2 The funding level of this Contract is based on an allocation from the following funding sources:

\$610,000.00 General Fund

Consequently, Contractor agrees to comply with Sections I, II (B) of the **Funding Guide**, affixed hereto and incorporated herein for all purposes as Attachment III.

- 3.3 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate general fund revenue to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option and subject to City Council approval, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

#### IV. PAYMENT

- 4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.
- 4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:
- (A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner so long as services have been performed by the subject vendor, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City.
  - (B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government

Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City no later than the fifteenth (15<sup>th</sup>) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expended in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.5 The Contractor shall submit to City all final requests for payment no later than 45 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.

4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of the Contractor).

4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided by this Contract.

4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) accurate, current, and complete disclosure of financial support from each Federal, State and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;

(G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

- 4.9 Contractor agrees that Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.
- 4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the project or projects funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included in the financial statements that are applicable to the Contractor's Project. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.
- 4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be immediately returned by Contractor to the City upon demand. Reimbursement from the Contractor to the City shall be made within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.
- 4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.
- 4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

## V. PROGRAM INCOME

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:
- (A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or
  - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.
- 5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.
- 5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.
- 5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.
- 5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.
- 5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

## VI. ADMINISTRATION OF CONTRACT

- 6.1 THIS SECTION INTENTIONALLY LEFT BLANK
- 6.2 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of the City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.
- 6.3 Contractor shall not use funds awarded from this Contract as matching funds for any Federal, State or local grant without the prior written approval of the Director of the Managing City Department.
- 6.4 The City shall have the authority during normal business hours to make physical inspections to the operating facility occupied to administer this Contract and to require such physical safeguarding devices as

locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.

- 6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.
- 6.6 Contractor agrees to comply with the following check writing and handling procedures:
- (A) No blank checks are to be signed in advance;
- (B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a \$100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed \$200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.
- (C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.
- 6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

## VII. AUDIT

- 7.1 If Contractor expends \$500,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. In addition to the report, a copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to the Managing City Department by Contractor within fifteen (15) days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) days upon the Contractor's receipt of the report.

- 7.2 Contractor agrees that if Contractor receives or expends more than \$500,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (OMBA-133 revision) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within a period not to exceed one hundred twenty (120) days after the end of Contractor's fiscal year to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: <http://gov.fact@census.gov> and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice)

or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse  
1201 E. 10<sup>th</sup> Street  
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within twenty (20) days of written notification regarding the need for reimbursement.

- 7.3 If Contractor expends less than \$500,000.00 of City dollars during the term of this Contract, then the Contractor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.
- 7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.
- 7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

- 7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will immediately refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such



disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

- 7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

#### VIII. RECORDS, REPORTING, AND COPYRIGHTS

- 8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and project participants pertaining to the matters covered by this Contract.
- 8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, including the Contract Monitoring Report, which template is affixed hereto and incorporated herein as Attachment IV. The Contract Monitoring Report is to be submitted by the Contractor no later than the 5<sup>th</sup> business day of each month. The Contractor ensures that all information contained in all required reports submitted to City is accurate.
- 8.3 Contractor agrees to maintain in confidence all information pertaining to the Project/Projects or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.
- 8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of

Contractor's receipt of such request.

- 8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon expiration or early termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

- 8.6 Ownership of Intellectual Property. Contractor and City agree that the Project/Projects shall be and remain the sole and exclusive proprietary property of City. The Project/Projects shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project/Projects and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project/Projects and the tangible and intangible property rights relating to or arising out of the Project/Projects, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project/Projects shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project/Projects, including without limitation, any letters patent, copyright, or other protection relating to the Project/Projects, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

- 8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.

- 8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission shall include but may not be limited to:

- (A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
- (B) Current Bylaws and Charter;
- (C) Terms of Officers;
- (D) Amendments to Bylaws;
- (E) Schedule of anticipated board meetings for current Fiscal Year;

- (F) Minutes of board meetings that are approved by the Contractor's board; and
- (G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

**IX. INSURANCE**

9.1 Contractor agrees to comply with the following insurance provisions:

(A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "San Antonio Education Partnership – College Access and Opportunity Center" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereby City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all summ which the insured shall become legally obligated to pay as damages by reason fo any act, malpractice, error, or omission in professional services.

(D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Contractor shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Contract for all purposes.

(E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Department of Human Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

(F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.

(H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its

subcontractors' performance of the work covered under this Contract.

(J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Contract.

(K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

## X. INDEMNITY

### 10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

**CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

**CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.**

## XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

11.1 SBEDA Program. The City has adopted a Small Business Economic Development Advocacy Ordinance (the "SBEDA Program"), which is posted on the City's Economic Development Department website and is also available in hard copy form upon request to the City. In addition to the definitions provided in the SBEDA Program, the following definitions will apply pursuant to SBEDA Program requirements and this Contract:

(A) SBEDA Enterprise ("SE") – A corporation, limited liability company, partnership, individual, sole proprietorship, joint stock company, joint venture, professional association or any other legal entity operated for profit that is properly licensed, as applicable, and otherwise authorized to do business in

the state of Texas and certified pursuant to SBEDA Program requirements.

- (B) Commercially Useful Function – A function performed by an SE when it is responsible for supplying goods or for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether an SE is performing a Commercially Useful Function, the amount of work subcontracted, industry practices and other relevant factors shall be evaluated. Commercially Useful Function is measured for purposes of determining participation on a contract, not for determination of certification eligibility.
- (C) Conduit – An SE that knowingly agrees to pass the scope of work for which it is listed for participation, and is scheduled to perform or supply on the contract, to a non-SE firm. In this type of relationship, the SE has not performed a Commercially Useful Function and the arranged agreement between the two parties is not consistent with standard industry practice. This arrangement does not meet the Commercially Useful Function requirement and therefore the SE’s participation does not count toward the SE utilization goal.
- (D) SBEDA Plan – The Good Faith Effort Plan (“GFEP”), SBEDA Narrative, List of Subcontractors/Suppliers and executed Letters of Intent (all as applicable) that are submitted with Contractor’s bid for this project Contract, attached hereto and incorporated herein as “Attachment V”.

11.2 For this Contract, the Parties agree that:

- (A) The terms of the City’s SBEDA Ordinance, as amended, together with all requirements and guidelines established under or pursuant to the Ordinance (collectively, the “SBEDA Program”) are incorporated into this Contract by reference; and
- (B) The failure of Contractor or any applicable SE to comply with any provision of the SBEDA Program shall constitute a material breach of the SBEDA Program and this Contract.
- (C) Failure of Contractor or any applicable SE to provide any documentation or written submissions required by the CITY Managing Department or SBEDA Program Office pursuant to the SBEDA Program, within the time period set forth by the SBEDA Program Office, shall constitute a material breach of the SBEDA Program and this Contract.
- (D) During the term of this Contract, and any renewals thereof, any unjustified failure to utilize good faith efforts to meet, and maintain, the levels of SE participation identified in Contractor’s SBEDA Plan (“Attachment V”) shall constitute a material breach of the SBEDA Program and this Contract.
- (E) Contractor shall pay all suppliers and subcontractors identified in its SBEDA Plan (“Attachment V”) in a timely manner for satisfactory work, pursuant to and as outlined in Section VII, Paragraph F(2)(e) of the SBEDA Ordinance, as amended. Documentation of all billing and payment information applicable to SBEDA Plan suppliers and subcontractors shall be submitted by Contractor to the City’s Managing Department. Failure to pay SEs in a timely manner or submit the required billing and payment documentation shall constitute a material breach of this Contract.

11.3 The Parties also agree that the following shall constitute a material breach of the SBEDA Program and this Contract:

- (A) Failure of Contractor to utilize an SE that was originally listed at bid opening or proposal submission to satisfy SBEDA Program goals in order to be awarded this Contract, or failing to allow such SE to perform a Commercially Useful Function; or
- (B) Modification or elimination by Contractor of all or a portion of the scope of work attributable to an SE upon which the Contract was awarded; or

- (C) Termination by Contractor of an SE originally utilized as a Subcontractor, Joint Venturer, Supplier, Manufacturer or Broker in order to be awarded the Contract without replacing such SE with another SE performing the same Commercially Useful Function and dollar amount, or without demonstrating each element of Modified Good Faith Efforts to do so; or
  - (D) Participation by Contractor in a Conduit relationship with an SE scheduled to perform work that is the subject of this Contract.
- 11.4 Remedies for Violation of SBEDA Program. The Parties further agree that in addition to any other remedies the City may have at law or in equity, or under this Contract for material breach, including the specified remedies available under the SBEDA Program for Alternative Construction Delivery Method, the City shall be entitled, at its election, to exercise any one or more of the following remedies if the Contractor materially breaches the requirements of the SBEDA Program:
- (A) Terminate this Contract for default;
  - (B) Suspend this Contract for default;
  - (C) Withhold all payments due to the Contractor under this Contract until such violation has been fully cured or the Parties have reached a mutually agreeable resolution; and/or
  - (D) Offset any amounts necessary to cure any material breach of the requirements of the SBEDA Program from any retainage being held by the City pursuant to the Contract, or from any other amounts due to the Contractor under the Contract.
  - (E) Suspension, Revocation or Modification of SE Certification: The SBEDA Program Office may suspend or revoke an offending SE's eligibility for Certification, and may suspend its participation from counting toward a project goal, based upon such SE's acting as a Conduit, failing to comply with the provisions of the SBEDA Program, failing to perform a Commercially Useful Function on a project, failing to submit information as required by the SBEDA Program Office, submitting false, misleading or materially incomplete statements, documentation or records, or failing to cooperate in investigations. The SBEDA Program Office may further modify the list of areas for which an SE is certified, if the SE is routinely failing to submit bids or proposals for work in a particular area, or if it becomes apparent that the SE is not qualified to perform work in a particular area.
- 11.5 The Parties agree that nothing in the SBEDA Program or that any action or inaction by the SBEDA Program Office or the SBEDA Program Manager shall be deemed a representation or certification that an SE is qualified to perform work in a particular area for the purposes of this Contract.
- 11.6 The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 11.7 City Process For Exercising SBEDA Program Remedies. The SBEDA Program Manager shall make all decisions regarding the suspension or revocation of an SE's certification as well as the duration of such suspension or revocation. The SBEDA Program Manager shall make a recommendation to the Managing Department Director regarding appropriate remedies for the City to exercise in the event a Contractor violates the SBEDA Program. The Managing Department Director shall make a recommendation regarding appropriate remedies to the City Manager or designee, who shall have final approval regarding the remedy to be exercised except for termination of the Contract. If the recommended remedy is to terminate the Contract, then the Managing Department Director or City Manager, or her designee, shall bring forward the recommendation to City Council for final determination.
- 11.8 Special Provisions for Extension of Contracts. In the event the City extends this Contract without a competitive Bid or Proposal process, the City Managing Department responsible for monitoring the Contract shall establish the following, subject to review and approval by the SBEDA Program Manager:

- (A) a SBEDA Utilization Goal for the extended period; and
- (B) a modified version of the Good Faith Efforts (“Modified Good Faith Efforts Plan”) set forth in the SBEDA Program Ordinance, as amended, if Contractor does not meet the SBEDA Utilization Goal; and
- (C) the required minimum Good Faith Efforts outreach attempts that Contractor shall be required to document in attempting to meet the SBEDA Utilization Goal. The SBEDA Utilization Goal, Modified Good Faith Efforts Plan and the required number of minimum Good Faith Efforts outreach attempts shall be added into the Contract extension document. The Contractor entering into the extension shall either meet the SBEDA Utilization Goal or document that it has made the Good Faith Efforts to meet the SBEDA Utilization Goal. Failure to do so shall:
- (i) subject Contractor to any of the remedies listed above; and/or
  - (ii) result in a new bid or proposal request of the Contract that was considered for extension.

## XII. APPLICABLE LAWS

- 12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker’s Compensation Commission effective April 17, 1991. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.
- 12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City’s General Operating Budget and/or by Federal, State, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by Contractor hereunder:
- (A) OMB Circular A-21, entitled, “Cost Principles for Educational Institutions”;
  - (B) OMB Circular A-87, entitled, “Cost Principles for State, Local and Indian Tribal Governments”;
  - (C) OMB Circular A-102, entitled, “Grants and Cooperative Agreements with State and Local Governments”;
  - (D) OMB Circular A-122, entitled, “Cost Principles for Non-Profit Organizations”;
  - (E) OMB Circular A-133, entitled, “Audits of States, Local Governments, and Not for Profit Organizations”.
- 12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:
- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
  - Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.statutes.legis.state.tx.us/Docs/GV/hm/GV.552.htm>
  - Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
  - Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
  - Texas Local Government Code can be found at <http://www.statutes.legis.state.tx.us/>

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor



hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

- 12.4 Contractor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
- (A) Title VII of the Civil Rights Act of 1964, as amended;
  - (B) Section 504 of the Rehabilitation Act of 1973, as amended;
  - (C) The Age Discrimination Act of 1975, as amended;
  - (D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
  - (E) Fair Labor Standards Act of 1938, as amended;
  - (F) Equal Pay Act of 1963, P.L. 88-38; and
  - (G) All applicable regulations implementing the above laws.
- 12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, Federal, State, and local taxes, fees, special assessments, Federal and State payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to:
- (A) worker's compensation;
  - (B) unemployment insurance;
  - (C) timely deposits of payroll deductions;
  - (D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
  - (E) Occupational Safety and Health Act regulations; and
  - (F) Employee Retirement Income Security Act of 1974, P.L. 93-406.
- 12.6 Contractor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.
- 12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.
- 12.8 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.
- 12.9 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.
- 12.10 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T.

### XIII. NO SOLICITATION/CONFLICT OF INTEREST

- 13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.
- 13.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 13.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 13.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:
- (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
  - (B) Have any direct or indirect interest in this Contract or the proceeds thereof.
- 13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 13.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, that neither the Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. (If Contractor is a business entity, the Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

### XIV. TERMINATION

- 14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should

violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

- 14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.
- 14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.
- 14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

## XV. PROHIBITION OF POLITICAL ACTIVITIES

- 15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 15.3 The prohibitions set forth in Article XV., sections 15.1 and 15.2 of this Contract include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
  - (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter

transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;

(C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and

(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.

15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.

15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

#### XVI. PERSONNEL MANAGEMENT

16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.2 Contractor is permitted to pay its full time employees for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.

16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department, as evidenced through a written amendment to this Contract approved by the Director of the Managing City Department.

16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization.

16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;

(B) To serve as a juror;

(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or

(D) To attend seminars or workshops;

16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

#### XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

#### XVIII. CITY-SUPPORTED PROJECT

18.1 Contractor shall publicly acknowledge that this Project is supported by the City as directed by the Managing City Department.

#### XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.

19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment

purchased with City funds.

- 19.3 Contractor shall maintain records on all items obtained with City funds to include:
- (A) A description of the equipment, including the model and serial number, if applicable;
  - (B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
  - (C) An indication of whether the equipment is new or used;
  - (D) The vendor's name (or transferred from);
  - (E) The location of the property;
  - (F) The property number shown on the property tag; and
  - (G) A list of disposed items and disposition
- 19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the lost, stolen, missing, damaged and/or destroyed equipment/property. The report submitted by the Contractor to the Managing City Department shall minimally include:
- (A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
  - (B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and,
  - (C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.
- 19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.
- 19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

## XX. TRAVEL

- 20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present.
- 20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record in the vehicle. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.
- 20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

## XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

- 21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

## XXII. DEBARMENT

- 22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.
- 22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

## XXIII. ASSIGNMENT

- 23.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

## XXIV. AMENDMENT

- 24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:
- (A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;
  - (B) modifications to the Balanced Scorecard Performance Plan set forth in Attachment I hereto, so long as 1) the terms of the amendment stay within the parameters set forth in the Scope of Work, also set forth in Attachment I hereto;
  - (C) budget line item shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged;
  - (D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department;
  - (E) modifications to Article III herein to reduce the total amount of reimbursement that shall be made to the Contractor by City, and to amend the budget accordingly which is set forth in Attachment II hereto,

in the event that Contractor does not meet the requirements set forth in Article I Overview of the Funding Guide, which is set forth in Attachment III hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E);and

- (F) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.3.

## XXV. SUBCONTRACTING

- 25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City.
- 25.2 Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.
- 25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.
- 25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

## XXVI. OFFICIAL COMMUNICATIONS

- 26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Director  
Department of Human Services  
115 Plaza de Armas, Ste 200  
San Antonio, Texas 78205

Contractor:

Executive Director/CEO/President  
San Antonio Education Partnership  
206 San Pedro Suite 200  
San Antonio, Texas 78205

Notices of changes 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 the change.



## XXVII. VENUE

- 27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar, County, Texas.

## XXVIII. GENDER

- 28.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

## XXIX. AUTHORITY

- 29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

## XXX. LICENSES AND TRAINING

- 30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

## XXXI. INDEPENDENT CONTRACTOR

- 31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 31.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

## XXXII. SEVERABILITY

- 32.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered “high risk” as that term is defined in the City of San Antonio Contracting Policy and Process Manual.

- 33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a “high-risk” discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor’s business entity. Any legal signatory for a proposed high-risk contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.
- 33.2 Contractor acknowledges that the City has identified this Contract as high risk.
- 33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

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XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF SAN ANTONIO:**

**CONTRACTOR:**

\_\_\_\_\_  
Peter Zanoni, Assistant City Manager

\_\_\_\_\_  
**San Antonio Education Partnership  
206 San Pedro Suite 200  
San Antonio, Texas 78205**

APPROVED AS TO FORM:

\_\_\_\_\_  
Executive Director

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

\_\_\_\_\_  
Board President (if required by Agency)

ATTACHMENTS

- Attachment I – Scope of Work and Balanced Scorecard Performance Plan
- Attachment II – Budget
- Attachment III – Funding Guide
- Attachment IV – Contract Monitoring Report
- Attachment V – SBEDA Plan

**Attachment I**  
**Scope of Work**

Contractor shall operate and manage, with the collaboration of local educational institutions and non-profit agencies, Café College (“Center”) for the purpose of providing college access services (as further described below) to San Antonio students, parents and adult learners in accordance with the following provisions:

1. Website:

- a. Contractor shall maintain and update and arrange for the hosting of a student-focused website for the Center utilizing the latest tools, media and social networking sites along with links to resources applicable to college access and financial aid services. Contractor agrees to remove any materials or information that the City, within its sole and absolute discretion, finds inappropriate or unacceptable.
- b. Contractor shall enter into necessary agreements to design, develop, maintain and host the website throughout the term of this Contract, and budget accordingly. Contractor shall provide to the City for its approval a copy of all agreements and any renewals pertaining to the College Access and Opportunity Center website prior to their execution. Contractor agrees to incorporate within each agreement provisions that acknowledge that the City is a third party beneficiary of those agreements and that, if the City were to terminate its agreement with Contractor, the City has the same right to, without limitation, all services, information and claims that Contractor has the right to or possesses under the agreements, and that no subsequent legal instrument shall be necessary for the City to claim a right or benefit thereunder. Contractor agrees that it will no longer have website design, maintenance or update access following a termination of this Contract and that all information and methods of access pertaining to the website shall be transferred to the City (including, but not limited to, the registered URL of the website and the right to renew the registration) without retention by Contractor. Contractor shall provide City with the website source code and the Managing City Department's Information Technology staff member with access to design and development. Contractor shall also provide City with a digital copy of all website materials once published. The website shall be accessible by students 24 hours a day, 7 days a week, with updates every 30 days. City allows for reasonable times when the systems will be down for maintenance or trouble shooting. Contractor shall develop, update and follow procedures for monitoring the website for inappropriate content posted by students and their families, including within the procedures a process for deletion of unacceptable content as appropriate. The website shall contain at a minimum:
  - i. Notifications of upcoming local events, including the Saturday FAFSA(s) workshops/seminars;
  - ii. Interactive components, such as, but not limited to, webinars;
  - iii. Blogging capability;
  - iv. Educational, career planning and financial aid tools and resources; and
  - v. Links to collaborator and other appropriate sites, such as to colleges and local (youth and family social service organizations) and national resources.
  - vi. Information about Predatory FAFSA sites and services
  - vii. Links to available scholarship websites
  - viii. Additional Pages on local scholarships
  - ix. Parents' page
  - x. Students' Page
  - xi. Timeline and “How To” complete steps for Freshmen - Seniors
  - xii. Bilingual video of FAFSA to include an explanation of FAFSA
  - xiii. Web Statistics

2. Site Development and Lease:

- a. Contractor agrees to accept commercially reasonable terms of a lease from the City, the terms of which shall cover Contractor's obligations with regard to permitted uses, parking, safety and

responsibility for paying the costs of security, custodial services, utilities and maintenance of interior and exterior to include landscaping, among other things. Notwithstanding the terms of the lease between Contractor and the City, Contractor agrees that it is responsible for the cost of maintenance of the exterior, including all landscaping costs.

- b. Contractor agrees to include line item(s) within its Budget for costs associated with facility use. Contractor also agrees to permit the City to deduct from Contractor's Contract Budget any monthly costs owed to the City under the forthcoming lease and to reduce Contractor's budget accordingly.

3. Media and Outreach Efforts:

- a. Contractor shall continue media and outreach campaign to advertise Center hours of operation, programs, services and other resources.
- b. Contractor shall host open house events for targeted groups.
- c. Contractor shall develop additional media ideas including print, billboard signage, advertising and social marketing sites and submit the same ideas for the City's approval.

4. Global Elements of Center: Contractor shall maintain, staff and monitor a cyber café-style setting with digital picture and video boards, a computer lab, areas for posting and displaying information, a reception area, workshop space, offices, conference rooms, equipment room, restrooms and break rooms.

5. Hours of Operation: Contractor shall staff to accommodate students, parents and adult learners' schedules and shall operate the Center's hours as follows:

Tuesday – Friday: 8:00 a.m. to 8:00 p.m.  
Saturday: 8:00 a.m. to 5:00 p.m.

Contractor shall obtain the approval of the Managing City Department prior to any change in the hours of operation.

6. Staffing:

- a. Contractor shall maintain staffing during the Hours of Operation at levels adequate to provide intake, coordination, workshops, one-on-one meetings with students and parents, data input, tracking, follow-up, information technology, college access advising and transition coaches, but no less than one (1) College Access Center Coordinator who shall serve as a site manager to oversee day-to-day operations, scheduling and building a network of providers and volunteers to offer services and workshops, one (1) dedicated Intake Specialist, six (6) College Access Advisors, two (2) Transition Coaches
- b. Contractor shall maintain adequate bi-lingual staffing to accommodate Spanish speaking clients and ensure that all new hires are fluent in English and Spanish languages.

7. Intake Services: Contractor shall employ a bi-lingual Intake Specialist to coordinate walk-ins and scheduled clients, to perform a one-on-one needs assessment upon a student's initial visit to the Center, and to assign the student and family to a College Access Advisor or a Transition Coach for further assessment.

8. One-On-One Assessment Services:

- a. College Access Assistance: Contractor shall schedule and conduct one-on-one hourly sessions with students and families, ensuring student tracking and follow-up, and covering areas such as, but not limited to:
  - i. researching colleges / universities;
  - ii. college application assistance;
  - iii. securing letters of recommendations;
  - iv. college entrance exam registration, preparation and simulation exercises;
  - v. the purpose of ACCUPLACER, the meaning of test results and future planning based upon those results; and
  - vi. career planning.

- b. Financial Aid Assistance: Contractor shall schedule and conduct one-on-one financial aid assistance sessions with students and families, ensuring student tracking and follow-up, covering areas such as, but not limited to:
          - i. Personal Identification Number (PIN) application and accessing Student Aid Report (SAR);
          - ii. Free Application for Federal Student Aid (FAFSA) application;
          - iii. Texas Application for State Financial Aid (TASFA) application;
          - iv. Expected Family Contribution (EFC);
          - v. Understanding financial aid award packages;
          - vi. scholarship programs;
          - vii. Volunteer Income Tax Assistance (VITA) availability; and
          - viii. other savings strategies, such as earning college credit in high school via Advanced Placement and dual credit programs.
        - c. Develop and implement a series of Saturday FAFSA(s) workshops/seminars
9. Group Forums or Workshop Services:
- a. College Access: Contractor shall provide college access and success workshops covering areas such as, but not limited to:
    - i. colleges, universities and degree programs;
    - ii. college application assistance;
    - iii. essay writing;
    - iv. resume writing;
    - v. exam preparation;
    - vi. basic skills review;
    - vii. portfolio development;
    - viii. college timelines; and
    - ix. college success skills.
  - b. Financial Aid: Contractor shall provide financial aid group forums and workshops covering areas such as, but not limited to:
    - i. financial aid basics;
    - ii. FAFSA basics;
    - iii. understanding EFC and SAR;
    - iv. costs of a college education;
    - v. scholarships;
    - vi. higher education savings plans; and
    - vii. financial literacy.
10. “Stop-Out” Outreach: Contractor shall conduct specific outreach activities targeted at clients who have stopped pursuing attainment of a college or university degree (referred to as “stop-outs”) and facilitate their return to college by offering all of the same services to first time college attendees and by providing information and referrals to address their unique challenges (e.g., child care, housing, elderly care, etc.).
11. Collaboration: Contractor shall promote, arrange and host visits from representatives from San Antonio area colleges and universities as well as state and national institutions and organizations on issues ranging from general application and admissions to financial aid and scholarship processes.
12. Referrals: Contractor shall maintain a directory of outside service providers, including youth and family social service organizations, establish a collaborative relationship with commonly used providers and refer students and families as appropriate based upon the initial one-on-one needs assessment or later assessment, whether formal or informal. Contractor shall establish procedures for, and perform, follow-up, working with the student or family on a plan of action or strategies to deal with the particular challenge they are facing.
13. Computer Lab: Contractor shall maintain and update a minimum of 33 desktop computers with online access, incorporating adequate site controls, current office-type software, printing capabilities, adequate servers, and information technology security. Contractor shall staff the lab for the purposes of monitoring and providing assistance with the specific needs of the clients present.

14. Data Systems Management Plan: Contractor shall develop and implement a data systems management plan including hardware, software, security plan, other major system features and standard monthly reports provided to the City for services administered.

15. Call center: Contractor shall establish and provide access to a dedicated telephone help line to the Center.

16. VITA services: Contractor shall permit City staff and Volunteer Income Tax Assistance (VITA) volunteers to use designated space at the Center for the purpose of offering VITA services during the income tax season. Contractor shall also advise clients of the availability of other VITA sites. Additionally, Contractor shall attend VITA volunteer training sessions to provide volunteers with valuable information regarding financial aid assistance and the Center in general so that the information may be relayed to families.

17. Tours: Contractor shall schedule and offer tours to educational stakeholders, students and their families.

18. Quality Assurance Plan: Contractor shall develop and implement a quality assurance plan to ensure the delivery of quality services to clients in a timely and efficient manner.

19. Meetings and Presentations: Contractor's representatives shall attend meetings with City staff relating to administration and performance pursuant to the Contract, and shall make presentations as requested by the City at meetings, including, but not limited to, before City Council and its subcommittees.

# Attachment XIV



### The Carver 2011-2012 Performance Season

The City of San Antonio will sponsor 10 performing events. The City of San Antonio will support the artistic fee for the performer's expenses up to \$163,500. Ticket Revenues will be deposited with the City of San Antonio.

Date	Performance	Contract Value		Management Company/Payees	Venue	Discipline
Sunday 10/2/20 11	<b>Compañía Flamenca José Porcel</b>	<b>\$25,000</b>	\$25,000	Columbia Artist Management, LLC	Jo Long Theatre	Dance
Saturday 11/12/2011	<b>Rachelle Ferrell</b>	<b>\$22,500</b>	\$11,250	Wenig-LaMonica Associates, LLC	Jo Long Theatre	Music
	\$11,250		Rachell Ferrell, Inc.			
Saturday 12/3/20 11	<b>Three Mo' Tenors</b>	<b>\$18,500</b>	\$9,250	BiCoastal Productions	Jo Long Theatre	Music
	\$9,250					
Saturday 1/14/20 12	<b>The Spirit of Uganda</b>	<b>\$20,000</b>	\$10,000	Empower African Children	Jo Long Theatre	Dance
	\$10,000					
Saturday 2/4/20 12	<b>Lionel Loueke</b>	<b>\$8,500</b>	\$850	Unlimited Myles, Inc.	Jo Long Theatre	Music
	\$7,650		Loueke Tours, Inc.			
Friday 3/9/20 12	<b>Luna Negra Dance Theater</b>	<b>\$19,500</b>	\$3,000	Baylin Artists Management, Inc.	Jo Long Theatre	Dance
	\$16,500		Luna Negra Dance Theater			
Friday 3/30/20 12	<b>Black Violin</b>	<b>\$7,200</b>	\$1,080	Kids' Entertainment	Jo Long Theatre	Music
	\$6,120		Di Versatile, Inc.			
Friday 4/13/20 12	<b>The Mystical Arts of Tibet</b>	<b>\$11,800</b>	\$11,800	Drepung Loseling Monastery, Inc.	Jo Long Theatre	Dance
Saturday 5/5/20 12	<b>Dallas Black Dance Theatre</b>	<b>\$10,500</b>	\$10,500	Dallas Black Theatre, Inc.	Jo Long Theatre	Dance
Saturday 6/2/20 12	<b>Stanley Clarke</b>	<b>\$20,000</b>	\$10,000	Ted Kurland Associates	Jo Long Theatre	Music
	\$10,000		Stanley Clarke Tours, Inc.			
	<b>Total</b>		<b>\$163,500</b>			

# Attachment XV

STATE OF TEXAS ) ( PERFORMANCE  
 ) ( ) ( CONTRACT  
COUNTY OF BEXAR ) (

THIS CONTRACT is entered into by and between the City of San Antonio (hereinafter referred to as "CITY") a Texas Municipal Corporation, acting by and through its Director of the Managing City Department, pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 2010 and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR") for the services of \_\_\_\_\_ (hereinafter referred to as "ARTIST").

WHEREAS, CITY wishes to arrange for CONTRACTOR to furnish the services of ARTIST to perform " \_\_\_\_\_ " (the "Production") at \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter referred to as "Theater"); and

WHEREAS, CONTRACTOR wishes to furnish the services of ARTIST to perform the Production at the Theater; NOW THEREFORE, in consideration of the promises, covenants and conditions contained herein, the parties, intending to be legally bound, agree as follows:

**I. PERFORMANCE BY CONTRACTOR AND ARTIST**

1.1 CONTRACTOR hereby agrees to furnish the services of ARTIST to perform services according to the terms and conditions below:

- a. Presenter of Engagement: City of San Antonio  
Carver Community Cultural Center  
226 N. Hackberry Street  
San Antonio, Texas 78202
- b. Performance Days, Dates and Time: Date @ TIME  
Name of Venue: \_\_\_\_\_  
Venue Address: \_\_\_\_\_  
San Antonio, Texas Zip Code
- c. CITY contact person and phone: Tracy Alva, Management Analyst  
(210) 207-2718
- d. Name and description of Group/Production:  
\_\_\_\_\_
- e. Number and length of Engagement:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- f. Set up and load out specifications: Technical rider must be received by CITY no later than (4) weeks prior to the performance date set forth in section 1.1(b).

## II. PERFORMANCE BY CITY

- 2.1 CITY agrees to provide CONTRACTOR's ARTIST with the following:
- a. Theater and stage specifications: A venue that is well heated or cooled as applicable, lighted and clean, with dressing facilities for the ARTIST.
  - b. Sound equipment: Technical rider must be received by CITY no later than four (4) weeks prior to the performance date set forth in section 1.1(b).
  - c. Lighting equipment: Technical rider must be received by CITY no later than four (4) weeks prior to the performance date set forth in section 1.1(b).
  - d. Other Equipment Requirements: Technical rider must be received by CITY no later than four (4) weeks prior to the performance date set forth in section 1.1(b).
  - e. Transportation: Ground transportation 1) to and from airport and hotels and 2) to engagement sites.
  - f. Housing: Accommodations to be made and paid by CONTRACTOR or ARTIST, as applicable.

## III. COMPENSATION

- 3.1 CITY shall pay to CONTRACTOR or ARTIST, as directed by CONTRACTOR, a fixed fee as follows:
- a. \$ \_\_\_\_\_ .00 paid to the name of \_\_\_\_\_ by CITY check to be received on or before \_\_\_\_\_, 20\_\_, or as soon as feasibly possible.

## IV. COPYRIGHT INDEMNIFICATION

4.1 CONTRACTOR agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of copyrighted materials in the Carver Community Cultural Center during the term of the CONTRACTOR'S CONTRACT complies with federal copyright law and any other applicable copyright law.

4.2 CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY, and its elected officials, officers, directors, volunteers and representatives of the CITY, individually or collectively from and against any and all suits, actions, legal proceedings, claims, demands, damages, penalties, costs, expenses, fees, fines, liability and attorney's fees arising out of infringement of copyright on any work used in any way in connection with this CONTRACT.

## V. BOX OFFICE

5.1 The CITY shall be responsible for all sales of tickets for the performance(s) set forth in Article I of this performance CONTRACT. The CITY shall provide complimentary tickets to

CONTRACTOR for the performance(s) upon CONTRACTOR'S request, not to exceed ten complimentary tickets.

## **VI. PROMOTION AND PUBLICITY, SOUVENIRS AND PROGRAMS**

6.1 CITY agrees to provide publicity material consisting of printed material and advertising arrangements for any press release or broadcast announcements to be made and such programs necessary for the performance, except that CONTRACTOR shall provide all such materials that it may have in its possession that may be of use to CITY for its publicity campaign and marketing efforts, including but not limited to, a Press Kit. If CONTRACTOR has a videotape promotion, color slide and/or photographs of the performance provided for in this CONTRACT, CONTRACTOR shall submit to CITY such items on or before the execution date of this CONTRACT.

## **VII. TERMINATION**

7.1 Should the CONTRACTOR, or the ARTIST, fail to fulfill, in a timely and proper manner his respective obligations under this CONTRACT or if the CONTRACTOR or ARTIST neglects or fails to perform any of the terms, conditions, covenants or guarantees of this CONTRACT or of any amendment hereto as solely determined by CITY, the CITY shall have the right to terminate this CONTRACT by sending written notice to the CONTRACTOR of such termination and specify the effective date thereof. Prior to such notice of termination, the CITY shall give written notice of the CONTRACTOR or ARTIST's failure or violation and the CONTRACTOR shall have fourteen (14) days from receipt of such notice to remedy such failure or rectify such violation. At the end of the period for remedy, if the CITY remains dissatisfied with the CONTRACTOR's attempt to remedy, the CITY shall give CONTRACTOR ten (10) days written notice of termination. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this CONTRACT and the CITY may withhold funds otherwise due as damages.

7.2 In the event that CITY finds that CONTRACTOR has booked another performance engagement by ARTIST in, or within 100 miles, of the City of San Antonio, Texas, within a twelve (12) month period of the ARTIST's scheduled performance date(s) set forth in this CONTRACT, then, at the CITY's option, the CITY have the right to terminate this CONTRACT in accordance with the procedures set forth in Section 7.1. However, CITY shall not be obligated to provide the notice and cure period set forth in Section 7.1 if the date on which the CITY obtains information of the other engagement is less than thirty (30) days from the performance scheduled pursuant to this CONTRACT. If any funds are advanced to CONTRACTOR by CITY in accordance with Section 3.1 (a) of this CONTRACT, CONTRACTOR agrees to return to CITY all such funds no later than three (3) days from the date the CONTRACTOR receives notice of the CITY's termination pursuant to this section.

## **VIII. NON-DISCRIMINATION**

8.1 CITY and CONTRACTOR agree to comply with all federal and state laws regarding nondiscrimination in the execution of this CONTRACT. In accordance therewith, CITY and CONTRACTOR shall ensure that no person is denied benefits hereunder on the basis of race, color, national origin, religion, sex, age, handicap or political affiliation.

## IX. AMENDMENT

9.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONTRACTOR and in the case of substantive amendments shall be evidenced by passage of a subsequent CITY ordinance, as to CITY's approval.

## X. ASSIGNING INTEREST

10.1 CONTRACTOR shall not transfer or assign any interest in this CONTRACT, nor delegate the performance of any duties hereunder by subcontract or otherwise without the prior written consent of CITY.

## XI. INDEMNITY

11.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

**CONTRACTOR shall advise the CITY within 24 hours in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT.**

## XII. RELATIONSHIP OF THE PARTIES

12.1 CITY and CONTRACTOR mutually agree that CONTRACTOR acts in the capacity of an independent contractor and that nothing contained herein shall be construed by either party hereto or by any third party as creating the relationship of principal and agent, partners, joint venture or any other similar such relationship between the parties hereto.

12.2 CITY and CONTRACTOR understand and agree that neither party to this CONTRACT has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

### **XIII. IMPOSSIBILITY OF PERFORMANCE**

13.1 Neither the CONTRACTOR nor the CITY shall be liable for any failure to appear or perform in the event that such failure is caused by the physical disability of the ARTIST, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption of travel service, or any other cause beyond the control of the CONTRACTOR or the CITY. The party prevented from performing shall advise the other party immediately of such valid inability to perform. In the event that ARTIST is prevented from performing pursuant to this Article, if any funds are advanced to CONTRACTOR by CITY in accordance with Section 3.1 of this CONTRACT, CONTRACTOR agrees to return to CITY all such funds at the time of CONTRACTOR's notification to the CITY of ARTIST's inability to perform. If the CITY is prevented from performing pursuant to this Article, if any funds are advanced to CONTRACTOR by CITY in accordance with Section 3.1 (a) of this CONTRACT, CONTRACTOR agrees to return to CITY all such funds no later than three (3) days from the date the CONTRACTOR receives notice from the CITY of CITY's inability to perform.

### **XIV. INSURANCE**

14.1 CONTRACTOR shall be responsible for insuring its employees and sub-contractors for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this CONTRACT, CONTRACTOR will attach a waiver of subrogation in favor of the CITY.

14.2 CONTRACTOR shall be responsible for insuring its own Property, Equipment, Autos and for obtaining its own legal liability coverage. In no event will the CITY be required to maintain any insurance coverages for CONTRACTOR.

### **XV. CONFLICT OF INTEREST**

15.1 CONTRACTOR acknowledges that it is informed that the Charter of the CITY of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the CITY or any CITY agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

15.2 Pursuant to section 15.1 of this CONTRACT, CONTRACTOR warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY. CONTRACTOR further warrants and certifies that it has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

**XVI. NOTICES**

16.1 For purposes of this CONTRACT, all official communications and notices between the parties shall be deemed sufficient if in writing, mailed, certified mail, postage prepaid, to the addresses set forth below:

CITY

Carver Community Cultural Center  
ATTN: Management Analyst  
226 N. Hackberry St.  
San Antonio, Texas 78202

and

City of San Antonio  
City Clerk  
P.O. Box 839966  
San Antonio, Texas 78283-3966

CONTRACTOR

**XVII. SEVERABILITY**

17.1 In case any one or more of the provisions contained in this CONTRACT shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this CONTRACT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XVIII. CAPTIONS**

18.1 The captions contained in this CONTRACT are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this CONTRACT.

**XIX. JURISDICTION**

19.1 THIS CONTRACT IS PERFORMABLE IN BEXAR COUNTY, TEXAS AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

**XX. LAWS**

20.1 CONTRACTOR understands and agrees to abide by and adhere to all applicable federal and state laws, rules and regulations and City of San Antonio ordinances.



## **XXI. SPECIAL PROVISIONS**

21.1 Under no circumstances will the funds received under this CONTRACT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity.

21.2 During the term of this CONTRACT, if CONTRACTOR files and/or pursues an adversarial proceeding against the CITY then, at the CITY'S option, this CONTRACT and all access to the funding provided for hereunder may terminate if CONTRACTOR is in violation of Section 21.1 of this CONTRACT.

21.3 CONTRACTOR, at the CITY'S option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

21.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by the CONTRACTOR in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

## **XXII. ENTIRE AGREEMENT**

22.1 This CONTRACT is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written are merged and incorporated into this CONTRACT, and no such oral or written understanding, agreements, promises, representations, terms or conditions not specifically set forth in this CONTRACT shall be binding upon the parties.

## **XXIII. GENDER**

23.1 Words of gender used in this CONTRACT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XXIV. AUTHORITY**

24.1 The signers of this CONTRACT, by placing their signature below, represent and warrant that they have full authority to execute this CONTRACT on behalf of the respective party each represents.

IN WITNESS WHEREOF, we have affixed our signature hereto.

**CITY OF SAN ANTONIO**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Tax ID# \_\_\_\_\_

\*Note: Payment cannot be processed without a tax ID number.

APPROVED AS TO FORM: \_\_\_\_\_

ASSISTANT CITY ATTORNEY

# Attachment XVI

STATE OF TEXAS ) ( PERFORMANCE  
 ) ( ) ( ) (  
COUNTY OF BEXAR ) ( ) ( ) ( CONTRACT

THIS CONTRACT is entered into by and between the City of San Antonio (hereinafter referred to as "CITY") a Texas Municipal Corporation, acting by and through its Director of the Managing City Department, pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 2010 and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR").

WHEREAS, CITY wishes to arrange for the performance by CONTRACTOR at the \_\_\_\_\_ located at \_\_\_\_\_, San Antonio, Texas \_\_\_\_\_ (hereinafter referred to as "Theater"); and

WHEREAS, CONTRACTOR wishes to provide said performance at the Theater; NOW THEREFORE, in consideration of the promises, covenants and conditions contained herein, the parties, intending to be legally bound, agree as follows:

### I. PERFORMANCE BY CONTRACTOR

1.1 CONTRACTOR hereby agrees to perform services according to the terms and conditions below:

- a. Presenter of Engagement: City of San Antonio  
Carver Community Cultural Center  
226 N. Hackberry Street  
San Antonio, Texas 78202
- b. Performance Days, Dates and Time: Date @ TIME  
Name of Venue: \_\_\_\_\_  
Venue Address: \_\_\_\_\_  
San Antonio, Texas Zip Code
- c. CITY contact person and phone: Tracy Alva, Management Analyst  
(210) 207-2718
- d. Name and description of Group/Production: \_\_\_\_\_  
\_\_\_\_\_
- e. Number and length of Engagement: \_\_\_\_\_  
\_\_\_\_\_
- f. Set up and load out specifications: Technical rider must be received by CITY no later than (4) weeks prior to the performance date set forth in section 1.1(b).

### II. PERFORMANCE BY CITY

2.1 CITY agrees to provide CONTRACTOR with the following:

- a. Theater and stage specifications: A venue that is well heated or cooled as applicable, lighted and clean, with dressing facilities for the CONTRACTOR.
- b. Sound equipment: Technical rider must be received by CITY no later than four (4) weeks prior to the performance date set forth in section 1.1(b).
- c. Lighting equipment: Technical rider must be received by CITY no later than four (4) weeks prior to the performance date set forth in section 1.1(b).
- d. Other Equipment Requirements: Technical rider must be received by CITY no later than four (4) weeks prior to the performance date set forth in section 1.1(b).
- e. Transportation: Ground transportation 1) to and from airport and hotels and 2) to engagement sites.
- f. Housing: Accommodations to be made and paid by CONTRACTOR.

### **III. COMPENSATION**

3.1 CITY shall pay to CONTRACTOR a fixed fee as follows:

- a. \$ \_\_\_\_\_ paid to the name of \_\_\_\_\_ by CITY check to be received on or before \_\_\_\_\_, 2010, or as soon as feasibly possible.
- b. \$ \_\_\_\_\_ paid to the name of \_\_\_\_\_ by CITY check to be received on or before \_\_\_\_\_.

### **IV. COPYRIGHT INDEMNIFICATION**

4.1 CONTRACTOR agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of copyrighted materials in the Carver Community Cultural Center during the term of the CONTRACTOR'S CONTRACT complies with federal copyright law and any other applicable copyright law.

4.2 CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY, and its elected officials, officers, directors, volunteers and representatives of the CITY, individually or collectively from and against any and all suits, actions, legal proceedings, claims, demands, damages, penalties, costs, expenses, fees, fines, liability and attorney's fees arising out of infringement of copyright on any work used in any way in connection with this CONTRACT.

### **V. BOX OFFICE**

5.1 The CITY shall be responsible for all sales of tickets for the performance(s) set forth in Article I of this performance CONTRACT. The CITY shall provide complimentary tickets to CONTRACTOR for the performance(s) upon CONTRACTOR'S request, not to exceed ten complimentary tickets.

### **VI. PROMOTION AND PUBLICITY, SOUVENIRS AND PROGRAMS**

6.1 CITY agrees to provide publicity material consisting of printed material and advertising arrangements for any press release or broadcast announcements to be made and such programs

necessary for the performance, except that CONTRACTOR shall provide all such materials that it may have in its possession that may be of use to CITY for its publicity campaign and marketing efforts, including but not limited to, a Press Kit. If CONTRACTOR has a videotape promotion, color slide and/or photographs of the performance provided for in this CONTRACT, CONTRACTOR shall submit to CITY such items on or before the execution date of this CONTRACT.

## **VII. TERMINATION**

7.1 Should the CONTRACTOR fail to fulfill, in a timely and proper manner his obligations under this CONTRACT or if the CONTRACTOR neglects or fails to perform any of the terms, conditions, covenants or guarantees of this CONTRACT or of any amendment hereto as solely determined by CITY the CITY shall have the right to terminate this CONTRACT by sending written notice to the CONTRACTOR of such termination and specify the effective date thereof. Prior to such notice of termination, the CITY shall give written notice of the CONTRACTOR's failure or violation and the CONTRACTOR shall have fourteen (14) days from receipt of such notice to remedy such failure or rectify such violation. At the end of the period for remedy, if the CITY remains dissatisfied with the CONTRACTOR's attempt to remedy, the CITY shall give CONTRACTOR ten (10) days written notice of termination. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this CONTRACT and the CITY may withhold funds otherwise due as damages.

7.2 In the event that CITY finds that CONTRACTOR has booked another performance engagement in, or within 100 miles, of the City of San Antonio, Texas, within a twelve (12) month period of the CONTRACTOR's scheduled performance date(s) set forth in this CONTRACT, then, at the CITY's option, the CITY have the right to terminate this CONTRACT in accordance with the procedures set forth in Section 7.1. However, CITY shall not be obligated to provide the notice and cure period set forth in Section 7.1 if the date on which the CITY obtains information of the other engagement is less than thirty (30) days from the performance scheduled pursuant to this CONTRACT. If any funds are advanced to CONTRACTOR by CITY in accordance with Section 3.1 (a) of this CONTRACT, CONTRACTOR agrees to return to CITY all such funds no later than three (3) days from the date the CONTRACTOR receives notice of the CITY's termination pursuant to this section.

## **VIII. NON-DISCRIMINATION**

8.1 CITY and CONTRACTOR agree to comply with all federal and state laws regarding nondiscrimination in the execution of this CONTRACT. In accordance therewith, CITY and CONTRACTOR shall ensure that no person is denied benefits hereunder on the basis of race, color, national origin, religion, sex, age, handicap or political affiliation.

## **IX. AMENDMENT**

9.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONTRACTOR and in the case of substantive amendments shall be evidenced by passage of a subsequent CITY ordinance, as to CITY's approval.

## X. ASSIGNING INTEREST

10.1 CONTRACTOR shall not transfer or assign any interest in this CONTRACT, nor delegate the performance of any duties hereunder by subcontract or otherwise without the prior written consent of CITY.

## XI. INDEMNITY

11.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR shall advise the CITY within 24 hours in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT.

## XII. RELATIONSHIP OF THE PARTIES

12.1 CITY and CONTRACTOR mutually agree that CONTRACTOR acts in the capacity of an independent contractor and that nothing contained herein shall be construed by either party hereto or by any third party as creating the relationship of principal and agent, partners, joint venture or any other similar such relationship between the parties hereto.

12.2 CITY and CONTRACTOR understand and agree that neither party to this CONTRACT has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

### **XIII. IMPOSSIBILITY OF PERFORMANCE**

13.1 Neither the CONTRACTOR nor the CITY shall be liable for any failure to appear or perform in the event that such failure is caused by the physical disability of the CONTRACTOR, or acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption of travel service, or any other cause beyond the control of the CONTRACTOR or the CITY. The party prevented from performing shall advise the other party immediately of such valid inability to perform. In the event that CONTRACTOR is prevented from performing pursuant to this Article, if any funds are advanced to CONTRACTOR by CITY in accordance with Section 3.1 of this CONTRACT, CONTRACTOR agrees to return to CITY all such funds at the time of CONTRACTOR's notification to the CITY of CONTRACTOR's inability to perform. If the CITY is prevented from performing pursuant to this Article, if any funds are advanced to CONTRACTOR by CITY in accordance with Section 3.1 (a) of this CONTRACT, CONTRACTOR agrees to return to CITY all such funds no later than three (3) days from the date the CONTRACTOR receives notice from the CITY of CITY's inability to perform.

### **XIV. INSURANCE**

14.1 CONTRACTOR shall be responsible for insuring its employees and sub-contractors for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this CONTRACT, CONTRACTOR will attach a waiver of subrogation in favor of the CITY.

14.2 CONTRACTOR shall be responsible for insuring its own Property, Equipment, Autos and for obtaining its own legal liability coverage. In no event will the CITY be required to maintain any insurance coverages for CONTRACTOR.

### **XV. CONFLICT OF INTEREST**

15.1 CONTRACTOR acknowledges that it is informed that the Charter of the CITY of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the CITY or any CITY agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

Pursuant to section 15.1 of this CONTRACT, CONTRACTOR warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY. CONTRACTOR further warrants and certifies that it has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.



**XVI. NOTICES**

16.1 For purposes of this CONTRACT, all official communications and notices between the parties shall be deemed sufficient if in writing, mailed, certified mail, postage prepaid, to the addresses set forth below:

CITY

Carver Community Cultural Center  
ATTN: Management Analyst  
226 N. Hackberry St.  
San Antonio, Texas 78202

and

City of San Antonio  
City Clerk  
P.O. Box 839966  
San Antonio, Texas 78283-3966

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XVII. SEVERABILITY**

17.1 In case any one or more of the provisions contained in this CONTRACT shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this CONTRACT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XVIII. CAPTIONS**

18.1 The captions contained in this CONTRACT are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this CONTRACT.

**XIX. JURISDICTION**

19.1 THIS CONTRACT IS PERFORMABLE IN BEXAR COUNTY, TEXAS AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

## **XX. LAWS**

20.1 CONTRACTOR understands and agrees to abide by and adhere to all applicable federal and state laws, rules and regulations and City of San Antonio ordinances.

## **XXI. SPECIAL PROVISIONS**

21.1 Under no circumstances will the funds received under this CONTRACT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity.

21.2 During the term of this CONTRACT, if CONTRACTOR files and/or pursues an adversarial proceeding against the CITY then, at the CITY'S option, this CONTRACT and all access to the funding provided for hereunder may terminate if CONTRACTOR is in violation of Section 21.1 of this CONTRACT.

21.3 CONTRACTOR, at the CITY'S option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

21.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by the CONTRACTOR in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

## **XXII. ENTIRE AGREEMENT**

22.1 This CONTRACT is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written are merged and incorporated into this CONTRACT, and no such oral or written understanding, agreements, promises, representations, terms or conditions not specifically set forth in this CONTRACT shall be binding upon the parties.

## **XXIII. GENDER**

23.1 Words of gender used in this CONTRACT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XXIV. AUTHORITY**

24.1 The signers of this CONTRACT, by placing their signature below, represent and warrant that they have full authority to execute this CONTRACT on behalf of the respective party each represents.

IN WITNESS WHEREOF, we have affixed our signature hereto.

**CITY OF SAN ANTONIO**

**CONTRACTOR**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax ID# \_\_\_\_\_

\*Note: Payment cannot be processed  
without a tax ID number.

APPROVED AS TO FORM: \_\_\_\_\_  
ASSISTANT CITY ATTORNEY

# Attachment XVII

**CITY OF SAN ANTONIO  
SHORT TERM LICENSE AGREEMENT FOR RENTAL OF  
CARVER COMMUNITY CULTURAL CENTER**

NO.  
FILE #

This License Agreement (“LICENSE”), dated this [REDACTED] day of [REDACTED], \_\_\_\_\_, is made and entered into by and between the City of San Antonio (“CITY”) a municipal corporation of the State of Texas, acting by and through its Director of the Managing City Department, (“DIRECTOR”) and [REDACTED] (“LICENSEE”), for the following express purposes and conditions, all of which the LICENSEE hereby covenants and agrees with CITY to keep and perform.

WITNESSETH:

WHEREAS, CITY is the owner and operator of a building located at 226 N. Hackberry and a building located at 226 N. Hackberry, building number 6 known as the Little Carver Civic Center (both buildings are collectively known as the “Carver Community Cultural Center”); and

WHEREAS, LICENSEE and CITY desire to enter into an agreement specifying the terms and conditions under which LICENSEE will use a specified area of the Carver Community Cultural Center for presentation of the Event, as defined below, and all related activities;

NOW THEREFORE, for and in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

**I. DEFINITIONS**

- 1.1 Carver means the two buildings collectively known as Carver Community Cultural Center, in San Antonio, Texas, which are located at 226 N. Hackberry and building number 6 located at 226 N. Hackberry (the Little Carver Civic Center).
- 1.2 CITY means the City of San Antonio, a Texas municipal corporation.
- 1.3 DIRECTOR means the Director of the Managing City Department.
- 1.4 Egress means the exit of the Carver of people attending the Event or the moving out of the Event.
- 1.5 Event means the [REDACTED] and its related activities as specified herein and in any attachments hereto.
- 1.6 Ingress means the entry of attendees or the moving in of the Event.

II. SCOPE

2.1 The Event shall be the \_\_\_\_\_ and shall include all the related activities defined herein and in any attachments hereto. LICENSEE understands that the Event shall include only the activities outlined and that LICENSEE must receive the prior written approval of the DIRECTOR, or his or her designee to make any changes to the Event activities. If changes are made to the Event activities without prior approval of the DIRECTOR, the CITY, at its option, shall have the right to terminate this LICENSE and the LICENSEE shall forfeit, as liquidated damages, the security deposit required by Section 4.4.

III. TERM

3.1 That CITY, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by LICENSEE, does hereby agree to furnish certain space located at "Insert 226 N. Hackberry or Little Carver Civic Center as applicable" City of San Antonio, Bexar County, Texas, ("LICENSED PREMISES") and LICENSEE agrees as consideration hereof and as payment for the right herein granted to use the LICENSED PREMISES to pay CITY the sums set forth in Section 4.1.

3.2 The Term shall commence on \_\_\_\_\_ (the "Commencement Date") no sooner than \_\_\_\_\_ .m. and end on \_\_\_\_\_ (the "Termination Date") no later than \_\_\_\_\_ .m.. The Term shall be the entire period of LICENSEE'S use and shall include the Event Day or Days and the days for Ingress and Egress. The Day(s) of the Event are \_\_\_\_\_.

IV. PAYMENT

4.1 In consideration for the license to use the LICENSED PREMISES as provided for in this LICENSE Agreement, LICENSEE shall pay CITY the fees set forth below.

License Fee (Rent):	\$ _____
Box Office fee:	\$ _____
Technical fees:	\$ _____
Equipment Rental:	\$ _____
Clean up:	\$ _____
Security Deposit:	\$ 200.00
Additional Services:	\$ _____
(per Section 5.2)	
Other:	\$ _____
Total:	\$ _____

4.2 LICENSEE agrees to pay the total amount provided in Section 4.1 above at the time this LICENSE is executed and submitted to CITY, but by no later than one week before the Commencement Date. Any fees due in connection with costs that are unforeseen at the

time the LICENSE is submitted, or owed pursuant to any provision herein, including any balance owed by LICENSEE, are due to the CITY on the final day of the Event. Interest at the highest rate allowed by Texas Law will be assessed against any unpaid balance after 30 days from the due date.

- 4.3 The fees above are based on rates approved by CITY Ordinance # [REDACTED].
- 4.4 LICENSEE agrees that LICENSEE's security deposit shall be credited towards the final balance owed by the LICENSEE to the CITY. Said security deposit or portion thereof will only be refunded (unless otherwise forfeited under Section 2.1) (i) in the event that funds are available after crediting the security deposit toward the balance of unpaid rent, fees or the cost of damages caused by LICENSEE and owed by LICENSEE to the CITY, or (ii) in the event that this LICENSE terminates pursuant to Section 11.2.

#### V. PERSONNEL AND SERVICES

- 5.1 LICENSEE shall employ sufficient qualified personnel as may be required for the proper use and occupancy of the Carver including, but not limited to ticket takers, ushers, registration personnel, paramedics, spotlight operators, sound system technicians, electricians, sale of concessions (if concession rights are granted by CITY to LICENSEE) and any other personnel necessary for the handling of freight, decorations, scenery, or other property of LICENSEE. LICENSEE agrees that each person employed by LICENSEE to provide services in the Carver will at all times maintain a neat and clean appearance and conduct himself/herself in a polite and professional manner. LICENSEE agrees to replace any such employee failing to do so upon notice by DIRECTOR.
- 5.2 Should LICENSEE require additional services, accommodations or materials (collectively referred to as "Additional Services") other than those ordinarily provided for the LICENSED PREMISES, which the DIRECTOR or his/her designee agrees could be provided by CITY, such as special set-ups or special labor requests, and LICENSEE desires CITY to provide those services, LICENSEE shall make a written request for said services no later than 60 days prior to the Commencement Date. LICENSEE agrees to pay any and all sums which may be due CITY for said Additional Services in accordance with the terms of this LICENSE.
- 5.3 SECURITY PERSONNEL. As a condition of the granting of this LICENSE, LICENSEE agrees to pay for the provision of adequate security that may be necessary during the Term. The CITY shall make security arrangements and shall determine, within its sole and absolute discretion, the number of security personnel that may be necessary for LICENSEE's Event depending on the anticipated number of attendees and invited guests and the nature of the Event.

#### VI. INSURANCE REQUIREMENTS

- 6.1 Prior to the commencement of any work under this LICENSE, LICENSEE shall furnish

copies of all required endorsements and an original completed Certificate(s) of Insurance to the City of San Antonio, Attn: Booking and Services Coordinator, Carver Community Cultural Center, which shall be clearly labeled "*insert name of project/contract*" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this LICENSE until such certificate and endorsements have been received and approved by the Managing City Department over the Carver Community Cultural Center. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

- 6.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this LICENSE and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this LICENSE. In no instance will City allow modification whereupon City may incur increased risk.
- 6.3 A LICENSEE's financial integrity is of interest to the City; therefore, subject to LICENSEE's right to maintain reasonable deductibles in such amounts as are approved by the City, LICENSEE shall obtain and maintain in full force and effect for the duration of this LICENSE, and any extension hereof, at LICENSEE's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Broad Form Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> <li>a. Premises operations</li> <li>b. Independent Contractors</li> <li>c. Products/completed operations</li> <li>d. Personal Injury</li> <li>e. Contractual Liability</li> </ul>	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
2. Liquor Liability*	\$1,000,000 per occurrence
* if alcohol is sold on premises	



6.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). LICENSEE shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. LICENSEE shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

Carver Community Cultural Center  
ATTN: Booking and Services Coordinator  
226 North Hackberry  
San Antonio, TX 78202-2853

6.5 LICENSEE agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as an additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

6.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, LICENSEE shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend LICENSEE's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this LICENSE.

6.7 In addition to any other remedies City may have upon LICENSEE's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order LICENSEE to stop work hereunder,

and/or withhold any payment(s) which become due, to LICENSEE hereunder until LICENSEE demonstrates compliance with the requirements hereof.

- 6.8 Nothing herein contained shall be construed as limiting in any way the extent to which LICENSEE may be held responsible for payments of damages to persons or property resulting from LICENSEE's or its subcontractors' performance of the work covered under this LICENSE.
- 6.9 It is agreed that LICENSEE's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this LICENSE.
- 6.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this LICENSE.
- 6.11 LICENSEE and any Subcontractors are responsible for all damage to their own equipment and/or property.

## VII. INDEMNITY

- 7.1 **LICENSEE AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:**

**LICENSEE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to LICENSEE'S activities under this LICENSE, including any acts or omissions of LICENSEE, any agent, officer, director, representative, employee, consultant or subcontractor of LICENSEE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this LICENSE. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**The provisions of this INDEMNIFICATION are solely for the benefit of the Parties**

**hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

**LICENSEE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or LICENSEE known to LICENSEE related to or arising out of LICENSEE'S activities under this LICENSE.**

#### VIII. COPYRIGHT INDEMNIFICATION

- 8.1 LICENSEE AGREES TO ASSUME FULL RESPONSIBILITY FOR COMPLYING WITH THE FEDERAL COPYRIGHT LAW OF 1978 (17 U.S.C. 101, ET SEQ, as amended.) AND ANY REGULATIONS ISSUED THEREAFTER INCLUDING, BUT NOT LIMITED TO, THE ASSUMPTION OF ANY AND ALL RESPONSIBILITIES FOR PAYING ROYALTIES WHICH ARE DUE FOR THE USE OF COPYRIGHTED WORKS IN LICENSEE'S PERFORMANCES OR EXHIBITIONS TO THE COPYRIGHT OWNER, OR REPRESENTATIVES OF SAID COPYRIGHT OWNER, AND LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES AND AGENTS, FOR ANY CLAIMS, LOSSES, EXPENSES OR DAMAGES GROWING OUT OF LICENSEE'S INFRINGEMENT OR VIOLATION OF THE COPYRIGHT LAW AND/OR REGULATIONS.

#### IX. LICENSEE PROPERTY

- 9.1 REMOVAL OF INSTALLATIONS. In the event platform, stagings or other structures are erected by LICENSEE or any of the exhibitors in any portion of the LICENSED PREMISES, the expense of such erection and removal shall be paid for by LICENSEE. and shall be subject to the terms and conditions of Section 9.2.
- 9.2 PROPERTY OF LICENSEE. All property of LICENSEE shall be removed from the LICENSED PREMISES prior to or upon expiration of the Term hereof. In the event that the property is not removed by the expiration of the Term, CITY is hereby authorized to remove all personal property of any and all kinds and description which may then be situated at the LICENSED PREMISES and to store, or dispose of, the same at the expense of LICENSEE. CITY shall not be liable for any damages to or loss of such personal property which may be sustained due to such removal or resulting from the place to which it may be removed. CITY is hereby expressly released from any and all claims for any damages of whatever kind or nature.
- 9.3 LICENSEE assumes all risk of damage to its property and/or the loss by theft or otherwise of any property of the LICENSEE, its employees, and/or its exhibitors, and no claim shall be made upon CITY for any such loss unless same is due to (i) the sole negligence of CITY or (ii) an intentional or willful tort committed by CITY as determined by a court of law. LICENSEE understands and agrees that the security that CITY engages is for the sole purpose of maintaining peace and order at the Carver and that said security is not responsible for protecting LICENSEE from theft or loss of its

property or the property of its employees and/or its exhibitors. Therefore, if the LICENSEE wishes to protect its personal property and finds it necessary, LICENSEE may arrange for added security during the term of this LICENSE to protect property brought onto the grounds of the LICENSED PREMISES by LICENSEE, its employees, and/or its purveyors.

#### X. CITY PROPERTY; DAMAGES AND RESTRICTIONS

- 10.1 CONTROL OF BUILDING. In furnishing the LICENSED PREMISES, CITY reserves the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of said premises. CITY likewise reserves the right, through its DIRECTOR, his or her designee, CITY'S Police Officers or any other security personnel hired for that purpose, to eject any objectionable persons from the Carver, and upon the exercise of this authority, LICENSEE hereby waives any right and all claims for damages against CITY, or any of its agents, officials, or employees.
- 10.2 LICENSEE is responsible for the proper storage, collection and prompt return of CITY loaned devices to the CITY at the end of the Event and will be charged for any damage, loss or theft of devices, systems or associated equipment.
- 10.3 ALTERATIONS AND DAMAGES. LICENSEE will not cause or permit any nails or any other things to be driven into any portion of the Carver, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the LICENSED PREMISES or furnishing or the equipment thereof, nor do or permit to be done anything which will damage or change the finish or appearance of the Carver or the furnishings thereof. Tape or other adhesive materials may not be applied to walls or other surfaces of the LICENSED PREMISES without the prior approval of DIRECTOR or his/her designee. All products or balloons that could rise to the ceiling because of the product's physical properties are prohibited along with decorations or items that create a substantial risk of damage or excessive litter. If the LICENSED PREMISES, or any portion of said building, during the term of this LICENSE shall be damaged by the act, default or negligence of LICENSEE, or of LICENSEE'S agent, employees, patrons, guests, or any person admitted to the LICENSED PREMISES by LICENSEE, LICENSEE will pay CITY, upon demand, such sum as shall be necessary to restore the LICENSED PREMISES to its present condition. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the LICENSED PREMISES, or to any portion of said building with the consent of LICENSEE'S employees or any person acting for or on behalf of LICENSEE. DIRECTOR or his/her designee, in his or her sole discretion shall determine whether any damage has been done, the amount of the damage, the reasonable cost of repairing it, and whether, under the terms of LICENSE, LICENSEE is to be held responsible.
- 10.4 LICENSEE hereby agrees that no activity, performance, exhibition or entertainment (attraction) shall be given or held or take place in the LICENSED PREMISES herein described which is potentially dangerous to the public or which is illegal, indecent, obscene, lewd, or immoral, and should any exhibition or performance or any part thereof

be deemed by DIRECTOR to be dangerous, illegal, indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities, then said DIRECTOR shall have the right to demand of LICENSEE that LICENSEE immediately, upon receipt of such notice, make appropriate modifications.

- 10.5 RESERVED RIGHTS RELATED TO CONCESSIONS AND NOVELTIES. CITY reserves the sole and exclusive right to sell or serve on, in or about the LICENSED PREMISES any alcoholic beverages, soft drinks, food, souvenirs, or other merchandise, or CITY may grant all concession rights to any party or parties designated by CITY, and NO FOOD OR BEVERAGE, WITH OR WITHOUT CHARGE, SAMPLES OR OTHERWISE, MAY BE SERVED OR DISTRIBUTED BY LICENSEE WITHOUT THE PRIOR WRITTEN CONSENT OF CITY. FURTHER, LICENSEE WILL NOT ALLOW ANY ATTENDEE TO BRING INTO THE LICENSED PREMISES ANY FOOD OR BEVERAGE.
- 10.6 TICKETS. The CITY has a contractual obligation to utilize Tickemaster for the sale of tickets related to Events at the Carver. If tickets are sold for the Event, then LICENSEE shall use Ticketmaster for such arrangements. LICENSEE shall not sell tickets through another professional agency, person or over the internet.
- 10.7 SEATING CAPACITY. In no event shall attendance at a meeting, dinner, concert, entertainment, exhibition or other event be in excess of the designated capacity for the LICENSED PREMISES or the Carver as determined by the City's Fire Marshall.
- 10.8 AISLES AND ALL ACCESS CLEAR. LICENSEE will permit no chairs, movable seats or other obstructions to be or remain in the entrances, exits, or passageways and will keep same clear at all times. No portion of the sidewalk, entries, passage, vestibules, halls, elevators, or access to public utilities of the Carver shall be obstructed by LICENSEE or used for any purpose other than for Ingress and Egress to and from the LICENSED PREMISES.

#### XI. CANCELLATION BY CITY; IMPOSSIBILITY OF PEFORMANCE

- 11.1 Violation by LICENSEE of any covenant, agreement or condition contained herein shall be cause for termination hereof by CITY. In such a case, LICENSEE shall, upon written notice from CITY, have ten days or until the Term of this LICENSE commences, whichever is less, to cure the violation or this LICENSE may be terminated by CITY. If the violation occurs during the term of this LICENSE, LICENSEE must cure the violation immediately or this LICENSE may be terminated by CITY. Should this LICENSE be terminated by CITY pursuant to this Section, LICENSEE forfeits any payment already made and is entitled to a refund only if the canceled space is re-booked to another party. In addition, CITY may likewise terminate this LICENSE if LICENSEE should, prior to the date of occupancy thereunder, violate any covenant, agreement, or condition in any other agreement which the LICENSEE might have for use of the Carver or should a court having jurisdiction over LICENSEE take its assets pursuant to proceedings under the provisions of any federal or state reorganization code or act.

Written notice of such cancellation will be given to LICENSEE by DIRECTOR or his/her designee. LICENSEE waives any and all claims for damages against CITY resulting from such cancellation.

- 11.2 IMPOSSIBILITY OF PERFORMANCE. If the (a) Carver or any portion thereof should be destroyed or damaged by fire or other calamity so as to prevent the use of the LICENSED PREMISES for the purposes and during the periods specified in this LICENSE, or (b) if the use of the LICENSED PREMISES by LICENSEE shall be prevented by an act of God, strike, lockout, material or labor shortage, restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of CITY, then this LICENSE shall terminate. CITY shall not be liable or responsible to LICENSEE for any damages caused thereby and LICENSEE hereby waives any claim against CITY for damages by reason of such termination, except that any unearned portion of the rent due thereunder shall abate, or, if previously paid, shall be refunded by CITY to LICENSEE.

## XII. MISCELLANEOUS

- 12.1 LICENSEE'S REPRESENTATIVE. A representative of LICENSEE approved by Director or his or her designee shall remain on the LICENSED PREMISES during the term hereof and until performers and the public have left the premises.
- 12.2 RELEASE OF SPACE. Should LICENSEE release all or any portion of the LICENSED PREMISES described herein, LICENSEE will forfeit all payment made on the released space, unless the released space is re-booked to another party. LICENSEE understands that CITY is under no obligation to re-book the LICENSED PREMISES for the account of LICENSEE.
- 12.3 RELOCATION. CITY reserves the right to relocate LICENSEE to an alternate space within the Carver which is suitable for the use of LICENSEE should such relocation become necessary. In the event of such relocation, this LICENSE shall continue in full force and effect with the new location substituted for the old location. CITY shall use its best efforts to avoid any unnecessary inconvenience to LICENSEE.
- 12.4 COMPLIANCE WITH LAW. LICENSEE shall not do, nor suffer to be done, anything on the LICENSED PREMISES, during the term of this LICENSE, in violation of the laws of the United States, the State of Texas, or any of the ordinances of CITY applicable to persons operating a temporary or transient business for selling and delivering goods, wares or merchandise in CITY, and issued through the office of the City Treasurer. Further, LICENSEE shall obey all rules and regulations of CITY for the government and management of the Carver, together with all rules and requirements of the police and fire departments of CITY, including but not limited to the Facilities Use Policies and Fees for the Carver which are attached hereto and incorporated herein for all purposes as Exhibit I. LICENSEE agrees that every employee, agent or invitee connected with the purpose for which the premises are licensed shall abide by, conform to and comply with all and

any such rules, laws, and ordinances. If the attention of said LICENSEE is called to such violations, LICENSEE will immediately desist from and correct such violations.

- 12.5 TAX. If actual sales are made on the LICENSED PREMISES, LICENSEE must inform each seller of the applicable sales tax. This rate is subject to change and LICENSEE must check with the Local State Comptroller's Office (1(800) 252-8880) prior to the term of this LICENSE to ascertain the current rate. Additionally, LICENSEE is responsible for ensuring that each seller possesses a sales permit number prior to the start of the term of this LICENSE.
- 12.6 VENUE. This LICENSE will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this LICENSE shall be in Bexar County, Texas. This LICENSE is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.
- 12.7 ATTORNEY'S FEES. If CITY is required to file suit to collect any amount owed it under this LICENSE for LICENSEE'S use of the LICENSED PREMISES, CITY shall be entitled to collect reasonable attorney's fees.
- 12.8 NON-DISCRIMINATION. LICENSEE, its agents, and employees agree not to discriminate on account of race, color, religion, national origin, gender, or handicapped condition in the use of or admission to the LICENSED PREMISES.
- 12.9 CITY shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held on the LICENSED PREMISES. LICENSEE agrees to hold CITY harmless for dispensing of said articles not claimed within 24 hours after the end of the Event.
- 12.10 NON-WAIVER. No waiver by CITY of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.
- 12.11 SEVERABILITY. In case any one or more of the provisions contained in this LICENSE shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this LICENSE shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 12.12 NOTICES. Any notices required or appropriate under this LICENSE shall be given in writing to LICENSEE at the address shown below, and to City, c/o Carver Community Cultural Center, 226 N. Hackberry, San Antonio, TX 78202-2853.
- 12.13 HEADINGS. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this LICENSE.

- 12.14 PERSONAL LICENSE. This LICENSE is personal to LICENSEE. It is nonassignable and any attempt to assign this LICENSE will terminate all rights and privileges herein granted.
- 12.15 ENTIRE AGREEMENT. This LICENSE contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the subject matter of this LICENSE, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representation not herein written or contained in The Carver Community Cultural Center Facilities Use Policies and Fees, which are attached hereto and incorporated herein as Attachment I for all purposes.
- 12.16 RECYCLING. The CITY encourages recycling and promotes a program towards that effort. LICENSEE is therefore encouraged to utilize the CITY's recycling services and receptacles to recycle office paper, aluminum cans, plastic, glass, cardboard, polyurethane foam, scrap metal, and pallets.
- 12.17 AUTHORITY. The signer of this LICENSE for LICENSEE hereby represents that he or she has full authority to execute this LICENSE on behalf of LICENSEE.

CITY OF SAN ANTONIO  
 BY: \_\_\_\_\_  
 Director, \_\_\_\_\_  
 Or Designee

LICENSEE  
 BY: \_\_\_\_\_  
 Authorized Agent  
 Address:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

EXECUTED THIS DAY: \_\_\_\_\_

EXECUTED THIS DAY: \_\_\_\_\_

Attachment I – Facilities Use Policies and Fees



# Attachment XVIII

**CARVER COMMUNITY CULTURAL CENTER  
FEE TABLE**

DESCRIPTION	CHARGE	QUANTITY	CHARGE TO LICENSEE
<b>LICENSE (IN ACCORDANCE WITH BUSINESS CLASSIFICATIONS BELOW)</b>			
<u><i>Class I - Non-Profit Organization</i></u> ( <i>Non-Profit Organization</i> is defined as an organization that is not intending to make a financial or monetary gain from the use of capital in a transaction or series of transactions. Examples: Includes IRS 501(c)3 organization, Social, Civic, Neighborhood Association, government or Church sponsored events.)	Jo Long - \$150 for the 1 <sup>st</sup> 4 hrs., \$100 for subsequent 4 hrs.  Little Carver - \$75 for the 1 <sup>st</sup> 4 hrs., \$50 for subsequent 4 hrs.		
<u><i>Class II - Non-Profit Organization</i></u> that is charging for admission, collecting donations, or conducting other fundraising as part of the event.	Jo Long - \$300 for the 1 <sup>st</sup> 4 hrs., \$200 for subsequent 4 hrs.  Little Carver - \$150 for the 1 <sup>st</sup> 4 hrs., \$100 for subsequent 4 hrs.		
<u><i>Class III - Profit-Making Organization or Individual</i></u> (Profit Organization is defined as benefiting, advancing, making a financial or monetary gain from the use of capital in a transaction or series of transaction)	Jo Long - \$300 for the 1 <sup>st</sup> 4 hrs., \$200 for subsequent 4 hrs.  Little Carver - \$150 for the 1 <sup>st</sup> 4 hrs., \$100 for subsequent 4 hrs.		
<u><i>Class IV - City of San Antonio Depts. Sponsored Events</i></u> Mon. through Fri. – 7:45 a.m. to 4:30 p.m. excluding Holidays (Requires the signature of the Director of the City Department.)	No Charge		
<b>LICENSE FEE FOR HOLDOVER</b>			
Fee for events beyond 12:00 midnight (must be approved by The Director of Managing City Department for Carver or representative.)	\$50 per half hour		
<b>REHEARSAL</b>			
1 <sup>st</sup> rehearsal day Mon – Fri during the hours of 7:45 a.m. to 4:30 p.m.	No charge		
One rehearsal after 4:30 p.m. Mon – Fri or anytime on a weekend day	\$50 per 4 hr. period		
Additional rehearsals	License rates will apply for any additional rehearsal dates.		
<b>SECURITY DEPOSIT</b>			
For use of the Jo Long Theatre or the Little Carver Civic Center	\$200		

DESCRIPTION	CHARGE	QUANTITY	CHARGE TO LICENSEE
<b>BOX OFFICE</b>			
Fee for staffing the Box Office	\$50 per performance		
<b>SECURITY PERSONNEL</b>			
Required – necessary level determined by Carver Staff	Varies		
<b>TECHNICAL FEES</b>			
(All technical fees are subject to change in accordance with the International Alliance Theatrical Stage Employee regulations.)			
Weekday (Monday – Friday, 7:45 a.m. to 4:30 p.m.)	1st Carver technician - No Charge  Additional technicians - \$20 per hr. up to 8 hrs., with a minimum charge for 4 hrs.		
Weekends and Holidays	\$26 per hr. up to 8 hrs., with a minimum charge for 4 hrs.		
Weekdays, Weekends and Holidays – After 8 hrs. on the same day	After 8 hrs. on the same day and up to 12 hrs. - \$26 per hr.  After 12 hrs. on the same day - \$35 per hr.  Between the hrs. of midnight and 6 a.m. - \$35 per hr.		
<b>EQUIPMENT (NON-TECHNICAL)</b>			
Marley Dance Floor	\$60 per day – off premises rental  \$60 per Event – use at Carver		
Drum Kit	\$100 per day		
Risers	\$10 each per day		
Piano (9 ft. K. Kawai) (available only at the Jo Long Theatre)	\$75 per day		
Upright piano	\$50 per day		
Tables (8 ft. long, 6 ft. long, 8 ft. round)	\$0 - up to 3 tables;  \$10 each – exceeding 3  \$10 each - if used to sell concessions or novelties		
LCD Projector	\$125 per event - large \$50 per event – small		

<b>CUSTODIAL / CLEAN UP</b>			
Jo Long Theatre	\$125.00 – dressing rooms		
	\$75.00 – no dressing rooms		
Little Carver Civic Center	\$100.00 – dressing rooms		
	\$50.00 – no dressing rooms		
If Licensee will serve food concessions	Additional \$100.00		
<b>INSURANCE</b>			
Tenant User Liability Insurance	Insurance purchased from the City of San Antonio is \$175 for 1 – 650 people.  This insurance premium is subject to change at the discretion of the City's Risk Manager.		
			<b>TOTAL FEE \$ _____</b>

**APPROVED:**

\_\_\_\_\_  
**LICENSEE'S SIGNATURE**

# Attachment XIX

**CARVER COMMUNITY CULTURAL CENTER  
FACILITIES USE POLICIES AND FEES**

For purposes of these Facilities Use Policies and Fees, the terms “Carver Community Cultural Center” and “Carver” mean one or both of the buildings located at 226 N, Hackberry and a building located at 226 N. Hackberry, Building No. 6, known as the Little Carver Civic Center.

*I. GENERAL*

1. The Director of the Managing City Department or his/her representative shall have the option to refuse to enter into a License with anyone who, under prior license agreements, had not fulfilled the terms and provisions of such agreements or with anyone for a production that is inconsistent with or counter to the mission of the Carver. The mission statement is to “celebrate the diverse cultures of our world, nation and community, with emphasis on its African American heritage, by providing challenging artistic presentations, community outreach activities and educational programs.” The determination as to whether an activity is consistent with the mission of the Carver is at the sole discretion of the City.
2. An individual or organization that rents the Carver (“Licensee”) shall comply with all City of San Antonio Ordinances, including but not limited to the Sexually Oriented Business Ordinance and all other local, state, and federal laws.
3. Smoking is prohibited in any Carver building.
4. The Carver Facilities Use Policies are subject to change with the approval of the Director of the Managing City Department.
5. The Director of DCI, or his or her designee may establish fees and charges for production rentals and services not specifically covered in this document when it is determined to be in the best interest of the City.
6. The Director of DCI, or designee may lower or waive fees and charges for production rentals when it is determined to be in the best interest of the community.
7. Licensee agrees that the presence of Carver staff is mandatory at all times, including, but not limited to, move-ins and move-outs, rehearsals, technical set ups, rigging and the operations of in-house equipment, under the terms of the Short Term License Agreement (“License”) and these policies.

*II. RESERVATIONS and BOOKING*

1. The Carver is available for rent daily beginning at 7:00 a.m. and ending 12:00 midnight when space is not being used for City sponsored programs at the Carver.
2. The Carver’s Booking and Services Coordinator is responsible for all reservations and contracting of events. Reservations must be made through the Carver at 226 North Hackberry, or by calling 207-7215 Monday through Friday, during regular office hours (7:45 a.m. to 4:30 p.m.), excluding holidays.

3. Reservations are taken on a first come, first served basis, provided an application form has been filed with the Booking and Services Coordinator. However, priority consideration will be given to activities most consistent with the mission statement of the Carver.
4. The Carver will hold a reservation / booking for up to five (5) business days (the “hold period”). All reservations / bookings will be considered tentative until the individual or organization submits an executed License (i.e., the Short Term License Agreement), a copy of Licensee’s Certificate of Insurance and any other permits or licenses (e.g., food, beverage, alcohol) and pays applicable fees to the Booking and Services Coordinator. Upon submission of all necessary documents and associated fees, the booking will be considered “confirmed.” If, within the five (5) day hold period, another individual or organization submits all necessary documents and associated fees during those five (5) days for the date being held, the hold will terminate.
5. Additionally, individuals and organizations that wish to book the Carver for events or activities (hereinafter collectively referred to as an “Activity” and “Activities,” as applicable) shall be subject to the Tier System rules as set forth below.
  - a. A proposed Activity shall be classified as a Tier 1\* or Tier 2\*\* Activity for the purposes of determining the length of a single booking and the number of bookings that may be made in a six month period.\*\*\* The classification of a proposed Activity as either Tier 1 or Tier 2 shall be within the sole discretion of the Carver’s Booking and Services Coordinator. The Carver reserves the right to re-classify an Activity following commencement or completion of the Activity if it is later determined that the purpose of the Activity was other than that which was contemplated or represented at the time of the booking.
  - b. An individual or organization shall book one or more Tier 1 Activities in accordance with the following rules:
    - i. A single booking may not exceed fourteen (14) consecutive days.
    - ii. The total number of days booked by an individual or organization shall not exceed twenty-eight (28) days per six month period.\*\*\*
  - c. An individual or organization shall book one or more Tier 2 Activities in accordance with the following rules:
    - i. A single booking may not exceed six (6) consecutive days.
    - ii. The total number of days booked by an individual or organization shall not exceed six (6) days per six month period.\*\*\*

\* Tier 1 Activities: “Tier 1 Activities” are defined as those Activities that are most consistent with the Carver’s mission as set forth herein. They include, but are not limited to: (i) artistic performances, such as dance, vocal, musical presentations and visual arts; (ii) art instruction; (iii) recitals; (iv) talent shows; and (v) theatrical performances.

\*\* Tier 2 Activities: “Tier 2 Activities” are defined as all Activities *other* than those that may be classified as Tier 1 Activities. They include, but are not limited to: (i) dinners; (ii) award ceremonies; (iii) lectures; (iv) trainings; (v) meetings; (vi) fundraisers; and (vii) other community activities.

\*\*\* A six month period is that period beginning on October 1<sup>st</sup> and ending on March 31<sup>st</sup> or that six month period beginning on April 1<sup>st</sup> and ending on September 30<sup>th</sup> during the City of San Antonio's Fiscal Year.

6. If Licensee cancels an Event date within one week of the Event, the City will consider Licensee's request for an alternate date; however, the City reserves the right to deny Licensee's request based upon the availability of the specific Carver venue, the necessary equipment and Carver staff. If the parties are unable to agree upon an alternate date, Licensee shall forfeit any pre-paid license fees.

### *III. LICENSE FEES AND SECURITY DEPOSIT*

1. The license fee is a fee for the use of the Carver. The license fee is non-refundable. Licensee agrees to pay the daily license rates as applicable to its respective **BUSINESS CLASSIFICATION** for use of space at the Carver. See "License" fees category in attached Fee Table for specific fees.
2. The license fee and all other fees associated with Licensee's use of the Carver are due upon execution and submission of the Short Term License Agreement to the City, but by no later than one week before the commencement date set forth in the license agreement. Any fees due in connection with costs that are unforeseen at the time the license agreement is submitted, or owed pursuant to any provision herein, including any balance owed by Licensee, are due to the City on the final day of Licensee's Event.
3. License fees do not include the cost of special requirements such as house manager, lighting, sound, ushers, ticket seller, ticket takers, box office, stagehands, spotlight operators, permit fees, etc. See "Technician Fees" category in attached Fee Table for specific fees.
4. Rehearsals must be scheduled in advance with the Booking and Services Coordinator. Licensee will receive one free rehearsal day Mon – Fri during the hours of 7:45 a.m. to 4:30 p.m. After 4:30 p.m. Mon – Fri or anytime on a weekend day, one rehearsal will be charged at a rate of \$50 per 4 hour period. License rates will apply for any additional rehearsal dates. If Licensee requires technicians for rehearsal days, Licensee agrees to pay Technician Fees.
5. A standard \$200.00 security deposit is required for the Jo Long Theatre and the Little Carver Civic Center for each use. This deposit is designed to protect both facilities in the event there is any damage to the equipment and/or facility. This deposit will be returned to the Licensee under certain circumstances as described in the License.

### *IV. TICKETS AND FUNDRAISING*

1. Licensee may sell tickets on the day of the event at the Carver. Tickets cannot be sold in excess of posted seating capacity (650 for Jo Long Theatre and 150 for the Little Carver). In no event shall attendance to a meeting, dinner, concert, entertainment, exhibition or other event be in excess of the designated area capacity as determined by the City's Fire Marshall. Licensee agrees to pay any fee that might be assessed by the Fire Department as a result of violating this provision.
2. Licensee is responsible for the charge of an additional \$1.00 theatre preservation fee on every ticket sold to an Event.



3. In order for Carver staff to sell tickets on behalf of Licensee on the day of the performance, a box office fee of \$50.00 for each performance is required.
4. Licensee is required to provide at least two of its own ushers to monitor admittance. Licensee is encouraged to use reserved seating when tickets are sold to the public.
5. If Licensee plans to approach local businesses, corporations or foundations to obtain support for its event, Licensee agrees to comply with the following guidelines in connection with advertising, ticket selling and fundraising:
  - Clearly state that Licensee is holding a community event at the Carver.
  - State that this event is not part of the Carver's regular season and is not sponsored by the Carver, Carver Development Board or the City of San Antonio.
  - Specify that support for the event will underwrite Licensee's production, not the Carver.
  - Licensee agrees that any and all advertising for Licensee's event, both in print and in electronic media, shall contain the following disclaimer: "***This production is not a presentation of the Carver Community Cultural Center or the Carver Development Board.***"
  - Licensee agrees that any and all advertising for Licensee's event, both in print and in electronic media, shall contain the following notice: "***Tickets are available through Ticketmaster, Ticketmaster.com, and at the Carver Community Cultural Center Box Office.***"
6. Licensee agrees that the City may terminate the License and cancel Licensee's Event if Licensee fails to comply with the guidelines related advertising, ticket selling and fundraising.

V. *USE OF FOOD AND CONCESSIONS*

1. The City \_\_\_\_\_ will / \_\_\_\_\_ will not provide concessions. \_\_\_\_\_ INITIAL
2. Licensee \_\_\_\_\_ is / \_\_\_\_\_ is not authorized to provide food or beverages available to the public. \_\_\_\_\_ INITIAL
3. If Licensee is providing food or beverages to the public, Licensee agrees to secure a temporary food permit by calling the City's Food Sanitation Division at 207-8853 at least one week prior to event date. If Licensee is providing alcoholic beverages to the public, Licensee agrees to secure a license from the Texas Alcoholic Beverage Commission (TABC) at least one week prior to event date. Licensee agrees to provide a copy of said permit or license to the Booking and Services Coordinator at least one week prior to the event. Licensee agrees to utilize only sellers/server who are certified by the TABC. The City reserves the right to prohibit the provision of food, non-alcoholic or alcoholic beverages if Licensee fails to provide evidence that Licensee has secured the necessary permit or license to the City prior to the event.
4. If Licensee provides food or beverages, Licensee agrees to provide its own ushers to monitor use of food or beverages in the theatre and agrees only to set up food service in the lobby or approved areas of theatre.

5. The Licensee agrees to rent the number of tables necessary for concessions or other use at a fee of \$10.00 per table per event. Licensee must provide coverings for all tables used. See "Equipment" fees category in attached Fee Table for specific fees.
6. Licensee will be assessed an additional cleaning fee when Licensee provides food in the building. See "Custodial / Cleanup" fees category in attached Fee Table for specific fees. Notwithstanding the assessment of custodial / cleanup fees, Licensee agrees to remove trash, including, but not limited to, disposable paper products and food from the premises, lawn and adjacent areas, including neighbor's yards before leaving the Carver and parking lot.

*VI. SECURITY AND ADULT SUPERVISION*

1. In accordance with Section 5.3 of the Short Term License Agreement, the City requires that adequate security be present as required per Licensee's Event. Licensee agrees to pay for the provision of adequate security that may be necessary during the Term. The City shall make security arrangements and shall determine, within its sole and absolute discretion, the number of security personnel that may be necessary for Licensee's Event depending on the anticipated number of attendees and invited guests and the nature of the Event.
2. Licensee agrees to provide adequate adult supervision for all activities involving minors. Adequate adult supervision is defined as a ratio of at least one adult for every 25 minors.

*VII. STORAGE OF PROPERTY*

1. Equipment and accessories owned by the Licensee may be kept at the Carver from the time that Licensee loads it in (i.e., time of Ingress) to the expiration of the Term. The City of San Antonio is not liable and the Licensee releases the City from liability for theft, loss or destruction associated with such items.
2. Licensee's property left at the Carver beyond the expiration of the term of the License will be disposed of in accordance with the terms of the License unless special arrangements are made with Carver management for temporary storage pending pick up.

### *VIII. INSURANCE*

In accordance with Article VI of the Short Term License Agreement, Licensee agrees that, within 30 days prior to the commencement date of the License, Licensee shall provide evidence that Licensee has named the City of San Antonio as an additional insured on its own General Commercial Liability insurance or Licensee has purchased insurance from the City. Insurance can be purchased from the City of San Antonio payable thirty (30) days prior to the commencement date of the License for \$175.00 for 1-650 people. The insurance premium is subject to change at the discretion of the City's Risk Manager.

### *IX. TECHNICIAN FEES*

1. Licensee's use of technical equipment is subject to availability. Technical equipment shall be operated by Carver staff and includes light control board, follow spots, sound control and effects boards, the fly systems, moving curtains and replay system equipment.
2. While there is no charge for the use of in house sound and light equipment, there will be a charge for the labor required to set-up, operate and strike depending on the number of technicians needed and the time during which they are needed. Licensee therefore agrees to pay for the services of technicians in accordance with the "Technician Fees" category in the attached Fee Table.
3. One Carver technician is available during weekdays, Monday – Friday, 7:45 a.m. to 4:30 p.m., at no charge to Licensee. Licensee is responsible for arranging for the services of additional technicians during working hours and for nights, weekends, and holidays by contacting the Carver staff at (210) 207-2250.

### *X. EQUIPMENT*

1. Licensee may request the use of available (non-technical) equipment for its Event upon payment of applicable fees. See "Equipment" fee category in attached Fee Table for specific fees. The Carver staff shall demonstrate that the equipment is operable before releasing to Licensee and will require LICENSEE to demonstrate that it is operable after Licensee's use. Licensee shall comply with the policy and checkout procedures regarding use of any especially sensitive or exceptional items of equipment as set by Carver personnel.
2. Licensee agrees that equipment shall not be removed from the premises, unless Licensee is renting the Marley Dance Floor for use off premises.

### *XI. CUSTODIAL / CLEAN UP*

Custodial services are available during normal business hours, Monday – Friday, 7:45 a.m. to 4:30 p.m. at no charge to LICENSEE. In the event that custodial services are required due to the serving of food or beverages or after business hours, Licensee agrees to pay applicable custodial / clean up fees. See "Custodial / Clean Up" category in attached Fee Table for specific fees.

# Attachment XX

CARVER ORGANIZATIONAL SUPPORT 2012  
October 1, 2011 - September 30, 2012

**Revenues**

<b>Internal Order 138000000XXX</b>	<b>Budget</b>
4502220 Contr Priv Restrict	45,000
6101100 Interfund Transfers In - Hotel/Motel Tax	162,600
6101100 Interfund Transfers In Trust Fund	77,130
<b>Total Revenues</b>	<b><u>284,730</u></b>

**Appropriations**

<b>138000000XXX Organizational Support 2012</b>	
5101010 Regular Salaries	169,954
5101020 Overtime Salaries	200
5101040 Shift Differential	800
5101050 Language Skill Pay	600
5101090 Holiday Hourly Sal	100
5103005 FICA & Medicare Expense	13,001
5103010 Life Insurance	170
5103035 Personal Leave Buy Back	6,720
5104030 Flex Benefits Contr	29,700
5105010 Retirement Exp	17,335
5201040 Fees to Prof Contr.	45,000
5203090 Transportation Fees	1,000
5205010 Mail and Parcel Post	100
5302010 Office Supplies	50
<b>Total Appropriations</b>	<b><u>284,730</u></b>

# Attachment XXI

CARVER CULTURAL CENTER  
 ORGANIZATIONAL SUPPORT 2012  
 October 1, 2011 - September 30, 2012  
 Personnel Complement

**138000000XXX Organizational Support 2012**

Positions	Job Class	Current No. of Positions	Add/Delete	Revised No. of Positions
38-0040-ADMINISTRATIVE ASSISTANT I	40	1	0	1
38-0041-ADMINISTRATIVE ASSISTANT II	41	1	0	1
38-0078-BOOKING & SERVICES COORDINATOR	78	1	0	1
38-0655-AUDIO/VIDEO PRODUCTION COORDINAT	655	1	0	1
<b>138000000XXX Organizational Support 2012</b>	<b>Total</b>	<b>4</b>	<b>0</b>	<b>4</b>

# Attachment XXII



STATE OF TEXAS

§

**AGREEMENT TO USE ECONOMIC  
DEVELOPMENT PROGRAM FUNDS  
OF THE CITY OF SAN ANTONIO**

COUNTY OF BEXAR

§

§

This Agreement to Use Economic Development Program Funds of the City of San Antonio (the "Agreement") is entered into by and between BIOMED SA, (hereinafter referred to as "GRANTEE"), a not-for-profit corporation which is a tax-exempt organization as described in Section 501(c)(6) of the Internal Revenue Code, and the CITY OF SAN ANTONIO, a home-rule municipality, situated within Bexar County, Texas (hereinafter called "CITY"), acting by and through its City Manager or designee, pursuant to Ordinance No. 2011-09-\_\_\_\_\_ passed and approved on September \_\_\_\_, 2011 (collectively, the "Parties") and pursuant to Article III, Section 52(a), of the Texas Constitution and Chapter 380.002 of the Texas Local Government Code.

**RECITALS**

**WHEREAS**, the healthcare and bioscience industry is among the largest industries in San Antonio and industry analysts have forecast substantial economic returns from medical and biotechnological innovations; and

**WHEREAS**, in recognition of the economic opportunities afforded by the industry, the Economic Development Council of the Greater San Antonio Chamber of Commerce established BIOMED SA ("GRANTEE") to facilitate the industry's growth in the region and to heighten awareness in the industry of the unique assets present within San Antonio; and

**WHEREAS**, GRANTEE, by accomplishing the aforementioned goals, reduces the burdens of CITY by undertaking such activities that would otherwise be undertaken by CITY; and

**WHEREAS**, GRANTEE has requested that the City contribute \$100,000.00 to the organization and has made similar requests to Bexar County, CPS Energy, and private entities for its continued operation; and

**WHEREAS**, CITY created an Economic Development Program, which includes the granting and loaning of public funds, as authorized under Texas Local Government Code §380.001 for the public purposes of developing and diversifying the economy, increasing employment and expanding commerce and has determined that the efforts of GRANTEE significantly accomplish such a public purpose; **NOW THEREFORE**, the Parties agree as follows:

**ARTICLE I. PURPOSE**

1.01 The purpose of this Agreement is to establish the terms and conditions of a transfer and grant of public money from CITY to GRANTEE to be used to lessen the burdens of the CITY by assuming in part its obligations to develop and diversify the San Antonio regional economy and the Texas economy, through the operations of GRANTEE.

1.02 GRANTEE understands and agrees that this Agreement is subject to mutual termination in compliance with Article XIII of this Agreement. Either Party shall have the option of terminating this Agreement by giving the other Party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent. If either Party exercises the option of terminating this Agreement, then any and all unused funds either allocated and in possession of GRANTEE or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to GRANTEE under the terms of this Agreement; or (2) retain any and all funds allocated but not distributed to GRANTEE.

1.03 GRANTEE understands and agrees that the goals and performance measures in this Agreement may be revised and updated by and at the discretion of the Director of the Economic Development Department of the City of San Antonio ("EDD Director") to further the intent of this Agreement. Therefore, GRANTEE agrees that, at such time as any revisions are so made during the Term hereof, this Agreement will be amended to include such revisions. In the event GRANTEE does not agree to any changes, GRANTEE shall have the option of terminating this Agreement by giving thirty (30) days written notice to CITY in compliance with Article XVIII *Termination* of this Agreement. GRANTEE shall have the right to exercise such option within thirty (30) days of receipt of notice of any such revisions.

1.04 GRANTEE understands and agrees that this Agreement is subject to a general reduction in funding by the City Council of CITY. Should CITY implement a reduction in General Fund expenditures, then agreements funded by CITY's General Fund, including this Agreement, may, at CITY's option, be reduced in a like manner. CITY will attempt to provide GRANTEE with as much advance notice of a potential funding reduction as is possible to allow GRANTEE to make budget adjustments.

1.05 In no event shall CITY be liable for any expense of GRANTEE not eligible or allowable hereunder. CITY, in its sole discretion, will determine the eligibility of expenditures.

1.06 GRANTEE covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that GRANTEE shall have exclusive control of, and exclusive right to control, the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and GRANTEE, its officers, agents, employees, contractors, subcontractors and consultants; and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and GRANTEE. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the GRANTEE under this Agreement and that the GRANTEE has no authority to bind the City.

## **ARTICLE II. TERM, AUTHORITY, LITIGATION AND ACCOUNT**

2.01 The Term of this Agreement shall be for one year, performable upon execution of the Agreement, effective October 1, 2011 through September 30, 2012.

2.02 The City Manager designates the EDD Director or his designee of CITY as administrator of this Agreement. The City Manager may designate a new administrative entity by giving GRANTEE notice thereof, pursuant to Article XIX. GRANTEE shall report directly to the EDD Director or his designee. Director shall modify the goals and performance measures of this Agreement as necessary to further the intent of the Agreement.

2.03 Pursuant to Ordinance No. 2011-09-\_\_\_\_\_, passed and approved on September \_\_\_\_, 2011, CITY agrees to transfer, in accordance with the terms and conditions of this Agreement, a cumulative total of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to GRANTEE throughout the term of this Agreement. These funds shall be deposited in an account separate from all other GRANTEE funds and shall not be commingled with any other account of GRANTEE. Together with any and all interest earned subsequent to these deposits and/or investment income and/or any other source of revenue from these funds, the funds, for the purposes of this Agreement, shall be known as the "GRANT." The GRANT shall be used by GRANTEE only for the funding and partial funding of GRANTEE's operating expenses, including salaries.

2.04 Under no circumstances will the funds received under this AGREEMENT or any other funds received from CITY be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding, including proceedings against the CITY. Furthermore, GRANTEE must obtain the written approval of the City Attorney's Office before any funds received under this AGREEMENT may be used in any adversarial proceeding against any other governmental entity or any other public entity.

2.05 During the Term of this AGREEMENT, if GRANTEE files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all access to the funding provided for hereunder may terminate. GRANTEE, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remain unresolved.

2.06 For purposes of this Article, "adversarial proceedings" include any cause of action filed by the GRANTEE in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

## **ARTICLE III. CONSIDERATION AND SCOPE OF SERVICES**

3.01 GRANTEE shall utilize up to one hundred thousand dollars (\$100,000.00) for the funding or partial funding of GRANTEE's operating expenses, including salaries. These funds shall be advanced and distributed to GRANTEE in two separate amounts, the first in the amount of fifty thousand dollars (\$50,000.00) to be distributed soon after the effective date of a duly-passed Ordinance by the City Council of the City of San Antonio authorizing the execution of this Agreement, and following the execution of this Agreement. The second distribution of fifty thousand dollars (\$50,000.00) shall be made upon verification, through financial reports from

GRANTEE, of matching funds from public or private sources other than CITY. In consideration of funds received, the GRANTEE must fulfill the following requirements:

- A. GRANTEE shall provide CITY's EDD Director with proper documentation verifying receipt of Fiscal Year 2012's funding commitments from sources other than CITY.
- B. GRANTEE shall provide semi-annual updates on its activities to the CITY's EDD Director and, upon request, to the City Council of CITY, its boards, committees and/or commissions.
- C. GRANTEE shall provide CITY's EDD Director semi-annual budget reports outlining cumulative contributions and expenditures (to include all sources of funding).
- D. GRANTEE shall submit all required and requested documents to CITY's EDD Director for proper review of GRANTEE's expenditures and activities associated with this Agreement.
- E. GRANTEE shall include recognition of the CITY's contribution to GRANTEE in GRANTEE's display booth.
- F. GRANTEE shall provide CITY's EDD Director with all marketing materials and literature showing evidence that the CITY's contribution to GRANTEE is recognized in compliance with the provisions of this Agreement.
- G. GRANTEE shall assist in targeting biomedical and healthcare "green companies" to attract the location or start-up of operations in San Antonio.

3.02 GRANTEE shall further accomplish the following goals during the Term of this Agreement:

- A. GRANTEE shall develop advertising and marketing campaigns to promote San Antonio's biomedical industry.
- B. GRANTEE shall develop recruitment strategies and tools to attract world-class scientists, physicians and research teams to San Antonio.
- C. GRANTEE shall serve as a 'sector expert' resource for local economic developers (including the Economic Development Department of CITY) in developing strategies to sustain and grow San Antonio's biomedical industry.
- D. GRANTEE shall work with the Convention and Visitor's Bureau and tourism industry to attract bio-medical and healthcare industries to San Antonio and expose attendees to the CITY's biomedical industry while they are here.
- E. GRANTEE shall work with CITY's International Relations Department and Free Trade Alliance to identify opportunities for foreign biomedical companies to locate in San Antonio or to do business with local biomedical organizations.

- F. GRANTEE shall work with community partners to help guide industry efforts to create a pipeline of skilled workers for San Antonio's biomedical industry and encourage efforts to expand bioscience educational opportunities.
- G. GRANTEE shall focus on attracting and assisting biomedical and healthcare "green companies" to locate or start operations in San Antonio.

3.03 GRANTEE's effort and success, as determined solely by CITY's EDD Director, in accomplishing the goals stated above may determine future funding commitments by CITY to GRANTEE.

#### ARTICLE IV. COMPLIANCE

4.01 CITY's ECONOMIC DEVELOPMENT DEPARTMENT is assigned monitoring responsibility for this Agreement.

- A. GRANTEE shall provide CITY's staff, including internal auditors, EEO officers and other persons as designated by CITY, such as independent public accountants and representatives of the federal government, access during regular business hours, as deemed necessary by CITY for the purposes of auditing, monitoring, evaluating, coordinating, investigating and making excerpts and/or copies of any and all of GRANTEE's books, records and files on the objectives covered by this Agreement.
- B. An accounting system using generally-accepted accounting principles for governmental entities which accurately reflects all costs chargeable (paid and unpaid) to this AGREEMENT is mandatory. GRANTEE understands that CITY may require any and all books, records and files of GRANTEE necessary to ensure GRANTEE's compliance and use of generally-accepted governmental accounting principles.
- C. All such records shall continue to be available for inspection and audit for a period of three (3) years after the termination date of this Agreement. However, if during the course of this three-year period, an audit or investigation of the GRANTEE begins, then GRANTEE is required to maintain said records until such time as the audit or investigation is completely finished, plus three (3) years thereafter.
- D. GRANTEE agrees that during the Term of this Agreement, any duly-authorized representative of CITY's ECONOMIC DEVELOPMENT DEPARTMENT shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this Agreement.
- E. Should any expense or charge that has been paid with funds from this AGREEMENT be subsequently disapproved or disallowed as a result of any site review or audit, GRANTEE shall immediately refund such amount to CITY.

GRANTEE further authorizes CITY, if CITY so elects, to deduct such amount or charge as a claim against future payments. The CITY's ECONOMIC DEVELOPMENT DEPARTMENT has the express authority to deduct such claims from subsequent reimbursements.

- F. The submission of falsified information or the failure to timely submit all information by GRANTEE as requested by CITY is grounds for termination of this Agreement.
- G. GRANTEE agrees to provide CITY with the names and license registration of any and all contracting agency employees regulated by State law whose activities contribute toward, coordinate with, or facilitate the performance of this Agreement.
- H. GRANTEE shall establish and use internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action and to prevent frauds and abuse of funds.

4.02. GRANTEE agrees to establish internal procedures that ensure employees funded or partially-funded by this Agreement have an established complaint and grievance policy.

- A. Such grievance policy shall include procedures to receive, investigate and resolve complaints and grievances in an expeditious manner.
- B. In the event no complaint and grievance policy has been established, GRANTEE shall follow the procedures outlined in the City of San Antonio Municipal Civil Service rules for employees funded or partially-funded by this Agreement.

4.03 GRANTEE agrees to comply with, and require compliance by any and all contractors and professional consultants performing work in connection with any procurement of product, infrastructure or service that will be paid for out of the GRANT, all federal, state and local laws, rules and regulations including, but not limited to, the Fair Labor Standards Act, the Equal Pay Act and the Equal Employment Opportunity Act, all as amended and as applicable.

4.04 GRANTEE understands and agrees that GRANTEE is required to refund money, pursuant to 80(R) HB 1196, that GRANTEE has received from CITY through this Agreement, in the event of GRANTEE's conviction of knowingly employing an undocumented worker, with repayment required within six months of final conviction. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.

4.05 As a condition of entering into this Agreement, GRANTEE represents and warrants that it has complied with, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of CITY's SBEDA Ordinance No. 2010-06-17-0531. As part of such compliance, GRANTEE shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the

solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall GRANTEE retaliate against any person for reporting instances of such discrimination. GRANTEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. GRANTEE shall incorporate this clause into each of its subcontractor and supplier agreements entered into pursuant to CITY contracts.

4.06 Insofar as practical, in carrying out the terms of this Agreement, GRANTEE shall use a good faith effort to use the employment and training programs of CITY.

4.07 GRANTEE will complete and submit CITY's Ethic's Disclosure Form prior to GRANTEE'S receipt of any GRANT funds.

4.08 GRANTEE agrees that CITY may carry out monitoring and evaluation of activities to ensure GRANTEE'S compliance with this Agreement.

#### **ARTICLE V. RECORDS, REPORTS AND AUDIT RIGHTS**

5.01 GRANTEE shall maintain, in its San Antonio offices, all books and financial records in accordance with generally-accepted accounting principles for governmental entities and as may be reasonably prescribed by CITY's Chief Financial Officer, which reflect all expenditures made from the GRANT, including work by subcontractors. Such books and financial records, together with any other documentation necessary for verification of GRANTEE'S compliance with the terms of this Agreement, shall be made available to CITY on request through the EDD Director or the City Auditor or their representatives. CITY shall have the authority to audit, examine and make excerpts or transcripts from said books, records and documentation regarding all expenditures related to this Agreement. GRANTEE'S record system shall contain sufficient documentation to provide full support and justification for each expenditure made from GRANT funds. CITY's Auditor or his designee may review and approve GRANTEE'S system of internal accounting and administrative controls at any time during the term of this Agreement to assure compliance by GRANTEE.

5.02 GRANTEE shall submit to CITY's EDD Director, on a **semi-annual** basis, the Consolidated Balance Sheet, Statement of Support and Revenue, Statement of Changes in Financial Position of the GRANTEE and a line item Summary of Expenditures paid from GRANT funds. These reports shall be prepared by the 30th of the month following the end of the reporting quarter. Additionally, GRANTEE agrees to allow CITY to review all books and financial reports of GRANTEE pertaining to the GRANT funds on an **annual** basis.

5.03 GRANTEE shall submit to CITY's EDD Director and CITY Auditor, on an **annual** basis, a financial statement audited by an independent certified public accountant in

accordance with generally accepted auditing standards for governmental entities within one hundred and twenty (120) days of GRANTEE'S fiscal year end. The audited financial statement shall include a detailed schedule of receipts and expenditures of GRANT funds by budgeted cost category. It is imperative any auditor performing an audit of GRANTEE read the entire Agreement, including all attachments, if any, between the CITY and GRANTEE, since the budget and financial compliance of the Agreement is only a portion of the total contractual obligation. GRANTEE shall submit the audited financial statements and any management letter prepared by the independent CPA to both the Department of Economic Development, P.O. Box 839966, San Antonio, Texas 78238-3966, and to the Office of the City Auditor, 111 Soledad, Suite 600, San Antonio, Texas, 78205.

5.04 During the term of this Agreement, GRANTEE shall cause to be delivered to CITY'S EDD Director copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to CITY in a timely manner to give adequate notice, and shall include an agenda and a brief description of the matters to be discussed. GRANTEE understands and agrees that CITY shall have a representative on the Board of Directors and the Executive Council, as outlined in its Bylaws.

5.05 GRANTEE understands that because the GRANT is of public money, information pertaining to the receipt and expenditure of said funds are subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

#### ARTICLE VI. INSURANCE

6.01 GRANTEE agrees that upon entering a contract for professional services or infrastructure or capital improvement construction, if any, to be paid for out of the GRANT, GRANTEE, in accordance with this Agreement, shall cause its contractors or subcontractors to provide proof of insurance issued by a company admitted to do business in the State of Texas, and rated VII (A-) or better by A.M. Best Co., in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
1. Commercial General Liability - to include coverage for the following where the general exposure exists <ul style="list-style-type: none"> <li>(a) Premises/Operations</li> <li>(b) Independent Contractors</li> <li>(c) Products/Completed Operations</li> <li>(d) Broad Form Property Damage including Fire Legal Liability</li> <li>(e) Contractual Liability</li> </ul>	Bodily Injury and Property Damage: <u>\$1,000,000</u> , per occurrence; \$2,000,000 aggregate or its equivalent in Umbrella or Excess Liability coverage
2. Business Automobile Liability Insurance - to include coverage for:	Combined Single Limit for Bodily Injury and Property Damage: <u>\$1,000,000</u>



- (a) Owned/Leased Automobiles
- (b) Non-Owned Automobiles
- (c) Hired Automobiles

- 3. Builders Risk\* Amount of Contract
- 4. Commercial Crime Amount of Contract

\*Where Applicable

6.02 GRANTEE agrees that contractor(s) shall not commence any work under its (their) contract(s) until all insurance certificates have been provided to and approved by CITY. Neither GRANTEE, the contractor nor any agent thereof, shall commence any work until all insurance required of the contractor(s) has been obtained, reviewed and approved by CITY. Approval by CITY shall not relieve or decrease the liability of the contractor(s).

6.03 Premiums chargeable for such insurance may come from GRANT funds, and the insurance shall remain in force during the term of the contract, or any extension thereof.

6.04 GRANTEE further agrees that with respect to the above-required insurance, CITY shall:

- A. be provided with a Waiver of Subrogation, but only as it pertains to Workers' Compensation and Employer's Liability;
- B. be provided with thirty (30) days advance notice in writing of non-renewal, cancellation or material change; and
- C. be provided with a Certificate of Insurance(s), evidencing the above-required insurance, prior to the commencement of any work. Said Certificates of Insurance(s) and all notices required herein shall be provided to:
  - 1) Director, Economic Development Department, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966.
  - 2) City Clerk, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966.

Copies of insurance policies shall be kept in GRANTEE'S office and shall be made available for inspection by CITY.

## ARTICLE VII. CONSTRUCTION PROVISIONS

It is not anticipated that construction or infrastructure activities will be undertaken. However, to the extent that they are, the following provisions shall apply:

7.01 If infrastructure changes or other construction is to be undertaken with GRANT money, then GRANTEE, or its contractors and subcontractors shall provide payment,

performance and subdivision bonds, or such other similar cash equivalent or letter of credit, provided same is approved by the City Attorney and the Chief Financial Officer, that names CITY as Obligee and shall submit proof of same to CITY, before any GRANT-funded infrastructure work commences.

7.02 By subsequent written agreement, GRANTEE, by Board resolution, and CITY, after approval by the City's Director of Public Works and the City Attorney, may agree to hold one or more federally-insured certificates of deposit or U.S. Treasury securities to guarantee subdivision work. Without further approval or authorization of the City Council, the City Manager of CITY is hereby authorized to execute any such agreement, and CITY and the City Planning Commission may accept such agreement in lieu of the subdivision performance bond normally required. Provided, however, that any agreement reached pursuant to this section must be attached to this Agreement as a separate appendix, and shall be included as part of the official, public records of the City Clerk. Provided further, that any such agreement shall be valid only if CITY retains the securities set aside in lieu of the subdivision bond. In case of default by GRANTEE on subdivision work, it is also provided that first use of the set-aside funds and interest/investment earnings shall be for performance of the subdivision work by CITY in any legal manner as CITY may choose.

7.03 Compliance with the Davis-Bacon and the Copeland Anti-Kickback Acts shall be required, when and if GRANT funds are spent on infrastructure work, as if this infrastructure work were financed in whole or part by loans or grants from the United States.

7.04 GRANTEE shall promptly pay when due all taxes, license fees, permit fees, debts and obligations incurred by GRANTEE in connection with infrastructure activities or capital improvement activities, if any, to the extent that such taxes and fees are not waived by applicable governmental entities or agencies. GRANTEE shall be responsible for its contractors and subcontractors with regard to securing any fees and paying any taxes, debts or obligations incurred by said contractor or subcontractor.

7.05 If infrastructure projects are to be constructed, GRANTEE shall submit all designs including all drawings, plans, specifications and estimated costs for infrastructure development or capital improvements to be paid from GRANT funds before procuring construction of same. CITY'S approval may be withheld if the proposed infrastructure or capital improvement design and construction fail to comply with applicable codes, standards and specifications.

## ARTICLE VIII. INDEMNIFICATION

8.01 GRANTEE covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS**, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to GRANTEE'S activities under this Agreement, including any acts or omissions of GRANTEE, any agent, officer,

director, representative, employee, consultant or subcontractor of GRANTEE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT GRANTEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

8.02 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. GRANTEE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or GRANTEE known to GRANTEE related to or arising out of GRANTEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at GRANTEE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving GRANTEE of any of its obligations under this paragraph.

8.03 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by GRANTEE in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. GRANTEE shall retain City-approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If GRANTEE fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and GRANTEE shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

8.04 Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of GRANTEE, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for GRANTEE or any subcontractor under worker's compensation or other employee benefit acts.

#### **ARTICLE IX. PUBLIC ACKNOWLEDGEMENT AND POLITICAL ACTIVITIES**

9.01 Public acknowledgement of CITY's contribution must be made when funds of CITY are utilized and in all cases when GRANTEE chooses to acknowledge other entities for contributions. Such acknowledgement may include CITY's recognized seal or other appropriate language. No reference to any individual shall be used.

9.02 No funds provided from or through CITY shall be contributed to or used for, in whole or in part, the conduct of political activities or the benefit of any candidate for elective

public office, partisan or non-partisan, nor shall the personnel involved in the administration of any CITY-funded grant or activity be assigned to work for or on behalf of any partisan or non-partisan political activity or candidate. This Section 9.02, including (A)(1 through 4) and (B)(1 through 3), shall be included in any contract or subcontract of GRANTEE:

A. The following is prohibited:

- 1) Working, or directing other staff to work, on any political activities on paid time.
- 2) The use of facilities or equipment, paid for in whole or in part with CITY funds, for political purposes. This includes space, office equipment and supplies, and telephones during agency time as well as after regular-duty hours.
- 3) The implicit or explicit coercion of staff to work on political activities on their own time.
- 4) The above statements shall not be construed to prohibit any person from exercising his rights as a citizen to express his opinion and to cast his vote.

B. In order to ensure the above, GRANTEE shall:

- 1) Provide every staff person with a statement of the above prohibition.
- 2) Include on that statement a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policy, to write or call and report the same to the Director of the Economic Development Department, City of San Antonio, P.O. Box 839966, San Antonio, Texas, 78283; 210-207-8080.
- 3) Have each employee sign the statement and include the same in GRANTEE's personnel files, as appropriate, with copies to CITY.

#### **ARTICLE X. CONFLICT OF INTEREST**

10.01 GRANTEE acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with CITY or any CITY agency such as CITY-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with CITY or in the sale to CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

10.02 Pursuant to Section 10.01 above, GRANTEE warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY. GRANTEE further warrants and certifies that it has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

#### **ARTICLE XI. NEPOTISM**

11.01 GRANTEE agrees that it shall not award a contract of any nature, which is to be paid for from this GRANT, to any person who is related to a member of GRANTEE'S Board of Directors or staff.

#### **ARTICLE XII. DEFAULT**

12.01 If GRANTEE fails or refuses to comply, or fails or refuses to require contractor or subcontractor compliance with the material provisions of this Agreement and/or if at any time CITY learns that a contractor or subcontractor is willfully violating or refusing to observe the material conditions, provisions or stipulations of this Agreement, CITY through its City Manager or her designee may, if such noncompliance continues for thirty (30) days after receipt of written notice, terminate this Agreement and require reimbursement of all GRANT funds. All costs and expenses of finishing applicable projects shall then be the sole responsibility of GRANTEE.

12.02 If GRANTEE fails to comply with the material terms of any other contract or agreement to which CITY is a party, although unrelated to this Agreement, CITY through its City Manager or her designee may, by written notice, direct GRANTEE to comply with the terms of said Agreement. If noncompliance continues beyond thirty (30) days from such notice, the City Manager or designee may, in addition to seeking remedies at law and in equity, require reimbursement of all then-unexpended GRANT funds.

12.03 In the event of termination due to material default by GRANTEE, GRANTEE shall return to CITY, within sixty (60) calendar days of receiving CITY'S written notice of termination, all funds received from CITY under this Agreement.

#### **ARTICLE XIII. ASSIGNMENT**

13.01 THIS AGREEMENT IS PERSONAL TO GRANTEE AND FUNDS RECEIVED AS A RESULT HEREOF SHALL ONLY BE USED BY GRANTEE FOR THE PURPOSES STATED HEREIN. GRANTEE SHALL NOT ASSIGN THIS AGREEMENT NOR SUBCONTRACT ANY OR ALL OF THE RIGHTS AND DUTIES HEREUNDER.

13.02 If for any reason GRANTEE loses its tax-exempt status and is no longer a tax-exempt non-profit entity as described in Section 501(c)(3) of the Internal Revenue Code, all assets procured by the GRANT may be transferred, upon the written consent of City, to another qualifying corporation upon City Council approval.

#### **ARTICLE XIV. GOVERNING LAW AND VENUE**

14.01 This Agreement shall be performable in Bexar County, Texas and is governed by the laws of the State of Texas. Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.

#### **ARTICLE XV. LEGAL CONSTRUCTION**

15.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **ARTICLE XVI. WAIVER**

16.01 No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

16.02 Notwithstanding the above, GRANTEE shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

16.02 No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

#### **ARTICLE XVII. RELATIONSHIP OF PARTIES**

17.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the Parties hereto.

#### **ARTICLE XVIII. TERMINATION**

18.01 The obligations of GRANTEE hereunder shall cease and terminate after audited financial reports document the expenditure of all GRANT funds, except that the obligations of GRANTEE under Article V hereof shall cease and terminate one (1) year after the disbursement of all GRANT funds.

#### **ARTICLE XIX. NOTICES**

19.01 Any notice or other communications to be given in connection with this Agreement must be in writing, and may be given by: (a) actual delivery; or (b) certified or registered mail

and shall be deemed to have been given and received either: (i) upon actual delivery [if delivered pursuant to subsection (a) above]; or (ii) forty-eight (48) hours after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, addressed as follows:

If to the GRANTEE:                    Ann Stevens  
    President  
    BioMed SA  
    602 East Commerce Street  
    San Antonio, Texas 78205

If to CITY:                                Director  
    Economic Development Department  
    City of San Antonio  
    P.O. Box 839966  
    San Antonio, Texas 78283-3966

Provided, however, that either Party may at any time change the place of receiving notice following ten (10) days written notice of such change of address to the other Party in accordance with the manner of giving notice described above.

#### **ARTICLE XX. ENTIRE AGREEMENT**

20.01 This Agreement embodies and constitutes the entire understanding between the Parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

#### **ARTICLE XXI. AMENDMENTS**

21.01 No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.

#### **ARTICLE XXII. EXECUTION AUTHORITY**

22.01 The Parties hereto represent and assure that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution, ordinance or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required. The signers of this Agreement represent and assure that they have full legal authority to execute this Agreement and to bind the Party for whom they are signing to all terms, performances and provisions herein contained.


*[SIGNATURES APPEAR ON FOLLOWING PAGE]*

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

**CITY OF SAN ANTONIO**

**BIOMED SA**

\_\_\_\_\_  
A.J. Rodriguez  
Deputy City Manager

  
\_\_\_\_\_  
Ann Stevens  
President

ATTEST:

\_\_\_\_\_  
Leticia Vacek  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie O. Haby  
Assistant City Attorney



# Attachment XXIII

**City of San Antonio  
PROFESSIONAL SERVICES CONTRACT  
Build San Antonio Green 2012**

STATE OF TEXAS                                    §  
   §  
COUNTY OF BEXAR                            §

This CONTRACT is made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager as authorized by City Council on September 15, 2011 pursuant to Ordinance No. 2011-09-15-\_\_\_\_\_ and the Metropolitan Partnership for Energy (MPE) d/b/a Build San Antonio Green, a Texas non-profit corporation, by and through its Chairman, Tommy Adkisson, (hereinafter referred to as "CONSULTANT"), both of which may be collectively referred to as the "Parties".

**WHEREAS**, the CITY has negotiated with the CONSULTANT to provide consulting services (hereinafter referred to as "the Project"); and

**ACCORDINGLY**, the parties agree to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

**I.        TERM**

1.1      This CONTRACT shall commence on October 1, 2011, and shall terminate on September 30, 2012 unless earlier termination or extension shall occur pursuant to any provision hereof.

**II.      CONTRACT PRICING AND BILLING**

2.1      The total of all payments and obligations made and incurred by CITY under this CONTRACT, in consideration for CONSULTANT's performance of services under this CONTRACT, shall not exceed the total amount of fifty thousand dollars (\$50,000.00).

Unless otherwise provided for in the "Build San Antonio Green™ City of San Antonio Scope of Work Funding Request for 2012", dated August 10, 2011, attached hereto and incorporated herein as **Attachment A**, an initial invoice, based on the payment terms set forth in this Section 2.1 of this CONTRACT and consistent with the number of hours actually worked by CONSULTANT, will be billed to the CITY thirty (30) days after the execution date of the CONTRACT and, after initial billing, invoices consistent with the above will be submitted every thirty (30) days thereafter until the completion of the CONTRACT. The information contained in such invoices shall be in such detail as may be required by CITY. CITY shall pay CONSULTANT upon the delivery by CONSULTANT to CITY of an invoice and the approval of said invoice by the Director

of the OFFICE OF ENVIRONMENTAL POLICY. Upon approval of the invoice by CITY, CITY shall pay CONSULTANT no later than thirty (30) days after the date of such approval; provided, however, that such approval shall be based upon satisfactory completion of the work described in Attachment A. The question of satisfactory completion of said work shall be determined by the CITY alone and its decision shall be final.

- 2.2 Final Payment due under the CONTRACT will not be paid until the all work, reports, data, documents and any other unfinished services necessary to complete performance under the CONTRACT have been received, performed and are approved by the CITY, as meeting all the tasks required hereunder in Section 3.1. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.
- 2.3 CITY shall not be obligated or liable under the CONTRACT to any party, other than CONSULTANT, including any subcontractors, for payment of any monies for provision of any goods or services.
- 2.4 All expenses necessary to provide and complete the services required hereunder, including any travel, project related and administrative expenses, shall be included in the total costs of the CONTRACT referenced in Section 2.1 of the CONTRACT.

### **III. SCOPE OF SERVICES**

- 3.1 The CONSULTANT will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the CITY and in compliance with the "Build San Antonio Green™ City of San Antonio Scope of Work Funding Request for 2012", dated August 11, 2011, attached hereto as Attachment "A". Goals, objectives and performance standards for the Project will be established by the CITY'S OFFICE OF ENVIRONMENTAL POLICY and CONSULTANT agrees to comply with said goals, objectives and performance standards. The CONSULTANT understands and agrees that Attachment A is fully incorporated herein verbatim for all purposes, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by the CONSULTANT.

### **IV. TERMINATION**

- 4.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 4.2 TERMINATION WITHOUT CAUSE: The CONTRACT may be canceled by either party upon thirty (30) calendar days written notice, evidenced by a U. S. Postal Mail Return Receipt Requested for certified delivery, or an affidavit of personal delivery, provided such notice specifies an effective date of termination, which termination date

shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is actually received by the other party or the certified mail receipt evidences delivery. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party or evidence of certified mailing as described above. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination. Any CITY funds held in any escrow account(s) shall be returned to the CITY within thirty (30) calendar days after the effective termination date.

- 4.3 **TERMINATION FOR CAUSE:** Should either party default in the performance of any of the terms or conditions of this CONTRACT, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.
- 4.4 **TERMINATION BY LAW:** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 4.5 **EFFECT OF TERMINATION:** The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and funds, if any, from the CONSULTANT to the CITY or to such person(s) as the CITY may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or funds shall be completed at the CONSULTANT'S sole cost and expense.
- 4.6 Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONSULTANT shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination.
- 4.7 Upon termination or cancellation of this CONTRACT, the CITY may immediately commence an audit of the CONSULTANT'S books, accounts, and records. Within thirty (30) calendar days after being notified by the CITY of the results of said audit, the CONSULTANT shall pay the CITY any amount shown by said audit to be owed the CITY or its employees. No waiver of existing default shall be deemed to waive any subsequent default.
- 4.8 In the event that through action or no action initiated by the CITY of San Antonio, the CITY'S legislative body does not appropriate funds for the continuation of a CONTRACT and has no funds to do so from other sources, the CONTRACT may be terminated. To effect this termination, the CITY shall, 30 days prior to the period for

which funds are not appropriated, send the CONSULTANT written notice stating that the City of San Antonio failed to appropriate funds.

- 4.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

#### **v. INDEPENDENT CONTRACTOR**

- 5.1 It is expressly understood and agreed that the CONSULTANT is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the CITY shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 5.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 5.3 Any and all of the employees of the CONSULTANT, wherever located, while engaged in the performance of any work required by the CITY under this CONTRACT shall be considered employees of the CONSULTANT only, and not of the CITY, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the CONSULTANT.

#### **vi. CONFIDENTIALITY**

- 6.1 No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by CONSULTANT under this CONTRACT shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of CITY. In the event CONSULTANT receives any such request, CONSULTANT shall forward such request to CITY immediately.
- 6.2 CONSULTANT shall establish a method to secure the confidentiality of records and information that CONSULTANT may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.
- 6.3 CONSULTANT shall comply with the confidentiality procedures pertaining to records and other information in accordance with the applicable Federal laws, State laws, the San Antonio City Charter, City ordinance, rules and regulations.

- 6.4 If the CONSULTANT receives inquiries regarding documents within their possession pursuant to the CONTRACT, the CONSULTANT shall immediately forward such request to the CITY for disposition.

**VII. OWNERSHIP OF DOCUMENTS**

- 7.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.
- 7.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.
- 7.3 In accordance with Texas law, CONSULTANT acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of CONSULTANT pursuant to this CONTRACT shall be the subject of any copyright or proprietary claim by CONSULTANT.

The term “*local government record*” as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

- 7.4 The intellectual work products, if any, that result from this Contract shall be owned by the CITY, and as such are public property.

**VIII. INTELLECTUAL PROPERTY**

- 8.1 CONSULTANT shall pay all royalties and licensing fees. CONSULTANT shall hold the CITY harmless and indemnify the CITY from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if CONSULTANT has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the CITY.

8.2 Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, CONSULTANT will immediately:

8.2.1 Either:

a) obtain, at CONSULTANT 's sole expense, the necessary license(s) or rights that would allow the CITY to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

(c) reimburse the CITY for any expenses incurred by the CITY to implement emergency backup measures if the CITY is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

8.2.2 CONSULTANT further agrees to:

a) assume the defense of any claim, suit, or proceeding brought against the CITY for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this CONTRACT,

b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

c) indemnify the CITY against any monetary damages and/or costs awarded in such suit;

Provided :

- CONSULTANT is given sole and exclusive control of all negotiations relative to the settlement thereof, but that CONSULTANT agrees to consult with the CITY Attorney of the CITY during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the CITY,
- that the Software or the equipment is used by the CITY in the form, state, or condition as delivered by CONSULTANT or as modified without the permission of CONSULTANT, so long as such modification is not the source of the infringement claim,
- that the liability claimed shall not have arisen out of the CITY's negligent act or omission, and
- that the CITY promptly provides CONSULTANT with written notice within 15 days following the formal assertion of any claim with respect to which the CITY asserts that CONSULTANT assumes responsibility under this section.

**IX. RECORDS RETENTION**

- 9.1 Upon completion of the Project, all records, data, finished or unfinished documents, reports, charts, schedules, or other appended documentation pertaining to the Project, and any related responses, inquiries, correspondence and material, shall become the property of the CITY, and CITY shall be entitled to utilize the work product for appropriate purposes without further compensation to CONSULTANT.
- 9.2 CONSULTANT shall deliver all documents to the CITY, upon termination of the CONTRACT, in a timely and expeditious manner, at CONSULTANT's sole cost and expense.
- 9.3 The CONSULTANT shall retain all records owned by or to which the CITY has the legal right of access to satisfy the City's obligations for a retention period required by the Texas Local Government Records Act, being five years from date of contract termination, and in the event of litigation or claims, whatever additional time is necessary to resolve all litigation or claims.
- 9.4 CITY shall be notified immediately by CONSULTANT of any requests, by a third party, for information pertaining to documentation and records obtained and/or generated under the CONTRACT. As such, CONSULTANT understands and agrees that CITY will process and handle all such open records requests.

**X. RIGHT OF REVIEW AND AUDIT**

- 10.1 CONSULTANT and its subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this CONTRACT and shall make such materials available to CITY, at the City's Office of Environmental Policy, 111 Soledad, Suite 725, San Antonio, Texas, or successor local address, at all reasonable times and as often as CITY may deem necessary during the CONTRACT term, including any renewal and extension hereof, for the purpose of auditing, examining and making copies by CITY, and any of its authorized representatives.

**XI. LICENSES AND CERTIFICATIONS**

- 11.1 CONSULTANT warrants and certifies that CONSULTANT and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and meets all competence standards applicable to the services provided herein.



## XII. CONFLICT OF INTEREST AND ETHICS

- 12.1 CONSULTANT acknowledges that it is informed that the Charter of the CITY of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any CONTRACT with CITY or any CITY agency such as CITY owned utilities. An officer or employee has a “prohibited financial interest” in a CONTRACT with CITY or in the sale to CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the CONTRACT or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY CONTRACT, a partner or a parent or subsidiary business entity.
- 12.2 CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of CITY. CONSULTANT further warrants and certifies that it has tendered to CITY a Discretionary Contracts Disclosure Statement in compliance with CITY’s Ethics Code.
- 12.3 CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents performing on this CONTRACT is not a City officer nor an employee as defined by Section 2-52 (e) of the City Ethics Code. CONSULTANT further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.
- 12.4 **Additional Ethics Form Filing: Texas Local Government Code.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7<sup>th</sup> business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2<sup>nd</sup> floor, 100 Military Plaza, San Antonio, TX 78205. CONSULTANT must confer with its own legal advisor if you have questions regarding the statute or form.

### XIII. INSURANCE

- 13.1 Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractors' performance of the work covered under this Contract.
- 13.2 Within ten (10) working days following execution of this Contract, CONSULTANT shall obtain a fidelity bond covering all persons handling funds received or disbursed hereunder and/or signing or co-signing checks for said fund disbursement. CONSULTANT's fidelity bond shall be in an amount of Fifty-Thousand dollars (\$50,000.00), and evidence of same shall be filed with CITY prior to any disbursement of funds hereunder but no later than ten (10) working days following execution of this Contract. CONSULTANT shall ensure that such bond shall contain a provision that cancellation or expiration notice is sent to CITY at least sixty (60) days prior to the effective date of such cancellation or expiration.
- 13.3 Prior to the commencement of any work under this Contract, CONSULTANT shall furnish a completed Certificate of Insurance to CITY's Office of Environmental Policy Director and City Clerk's Office. The Certificate of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which certificate shall furnish and contain all required information referenced or indicated thereon. **THE CERTIFICATE MUST IDENTIFY THE PROJECT CONTRACT BY NAME, "Build San Antonio Green™ City of San Antonio Scope of Work Funding Request for 2012"**. CITY shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the City's OFFICE OF ENVIRONMENTAL POLICY Director, Laurence Doxsey and no officer or employee shall have authority to waive this requirement.
- 13.4 CITY reserves the right to review the insurance requirements of this Contract during the effective period of this Contract and any extension or renewal hereof, if any, and to require modification of insurance coverage and its limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance shall CITY allow modification whereupon CITY may incur increased risk.
- 13.5 CONSULTANT's financial integrity is of interest to CITY, therefore, subject to CONSULTANT's right to maintain reasonable deductibles in such amounts as are approved by CITY, CONSULTANT shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at CONSULTANT's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated B+ or better by A.M. Best Company and/or otherwise acceptable to CITY, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
(A) Worker's Compensation, and Employer's Liability, if applicable	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (Public) Liability-to include but not be limited to, coverage for the following where the exposure exists:	Combined Single Limit for Bodily Injury or Property Damage of \$1,000,000 per occurrence, with an aggregate of \$2,000,000 or its equivalent in umbrella Or excess liability coverage
(1) Premises/Operations	
(2) Independent Contractor's Liability	
(3) Products and Completed Operations	
(4) Personal Injury	
(5) Contractual Liability	

13.6 MATERIAL REQUIREMENTS: CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CITY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by CITY, CONSULTANT shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof. All of CONSULTANT's insurance requirements under this Contract are material obligations.

13.7 CONSULTANT agrees that with respect to the above required insurance, all insurance Contracts and Certificate(s) of Insurance shall contain the following required provisions.

- Name CITY and its officers, employees, and elected representatives as additional insureds with respect to operations and activities of, or on behalf of, the named insured performed under Contract with CITY, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where CITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy (if applicable) shall provide a waiver of subrogation in favor of CITY.

13.8 CONSULTANT shall notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than seven (7) days prior to the change, or ten (10) days notice for cancellation due to non-payment of

premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to CITY at the following address:

**City of San Antonio  
Office of Environmental Policy  
P.O. Box 839966  
San Antonio, Texas 78283-3966**

- 13.9 If CONSULTANT fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by CITY is an alternative to other remedies CITY may have, and is not the exclusive remedy for failure of CONSULTANT to maintain said insurance or secure such endorsement. In addition to any other remedies CITY may have upon CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order CONSULTANT to stop work hereunder, CITY shall have the right to terminate the Contract, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subconsultants' performance of the work covered under this Contract.

#### XIV. INDEMNITY

- 14.1 **Consultant covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE**

**OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

- 14.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.**

**XV. AMENDMENT**

- 15.1 This Contract, together with its authorizing ordinance and exhibits shall constitute the full and final agreement between the parties hereto.
- 15.2 Except where the terms of this CONTRACT expressly provide otherwise, any amendment to this CONTRACT shall not be binding on the parties unless such amendment be in writing, executed by both CITY and CONSULTANT and dated subsequent to the date hereof. Material amendments that adjust compensation or performance periods must be approved by the City Council.
- 15.3 It is understood and agreed by parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be incorporated into this CONTRACT with notice and written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. The CONSULTANT expressly agrees to comply with all applicable federal, state, and local laws.

**XVI. NOTICE**

- 16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient if in writing and sent certified mail, return receipt requested, postage prepaid, to CITY or CONSULTANT at the respective address set forth below or to any other address of which written notice of change is given:

**CITY**

City of San Antonio  
Attn: Edward Benavides,  
Chief of Staff  
Office of Environmental Policy  
P.O. Box 839966

**CONSULTANT**

Build San Antonio Green  
Attn: Commissioner Tommy Adkisson  
118 Broadway, Suite 236  
San Antonio, Texas 78205

San Antonio, Texas 78283-3966

**XVII. LEGAL AUTHORITY**

- 17.1 The person signing on behalf of CONSULTANT represents and warrants and certifies that he has full legal authority to execute this CONTRACT on behalf of CONSULTANT and has authority to bind CONSULTANT to all the terms, conditions, provisions and obligations contained herein.

**XVIII. SUBCONTRACTING AND ASSIGNING INTEREST**

- 18.1 Any subcontracts or assignments of interests entered into by CONSULTANT concerning work tasks for this CONTRACT shall be communicated in writing to CITY prior to the effective date of this CONTRACT and prior to commencement of any work subsequent to this CONTRACT's effective date. CONSULTANT shall not assign, sell, pledge, transfer or convey any interest in this CONTRACT, nor delegate the performance of any duties hereunder, by transfer, by subcontracting, or by any other means, to any other party without prior written consent of CITY. Any such attempt at an assignment will be void *ab initio*, and shall confer no rights on the purported assignee. Should CONSULTANT assign, transfer, convey, delegate or otherwise dispose of any part of, or all of, its right, title or interest in this CONTRACT, the CITY may, at its option, cancel this CONTRACT and all rights, titles and interest of CONSULTANT shall thereupon cease and terminate, notwithstanding any other remedy available to CITY under this CONTRACT. The violation of this provision by CONSULTANT shall in no event release CONSULTANT from any obligation under the terms of this CONTRACT, nor shall it relieve or release CONSULTANT from the payment of any damages to CITY which CITY sustains as a result of such violation.
- 18.2 CONSULTANT's subcontractors may not voluntarily assign, transfer, subcontract or pledge, in whole or in part, any CONTRACT with CONSULTANT arising from or in relation to this CONTRACT, nor shall any involuntary transfer or assignment result in a transfer of any rights conferred by this CONTRACT. CONSULTANT shall indicate this limitation in all Contracts with approved subcontractors.
- 18.3 CONSULTANT agrees to notify CITY of any changes in ownership interest greater than 10%, or control of its business entity, not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to CITY under this CONTRACT, any such change of ownership interest or control of its business entity may be grounds for termination of this CONTRACT at the sole discretion of the CITY.
- 18.4 In no event shall such written consent, if obtained, relieve CONSULTANT from any and all obligations hereunder or change the terms of this CONTRACT.

- 18.5 CITY must approve all substitutions of subcontractors to determine if the disadvantaged business enterprise goal will be decreased by substitution of a disadvantaged subcontractor with a non-disadvantaged subcontractor.

**XIX. SUCCESSORS AND ASSIGNS**

- 19.1 This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONSULTANT may not assign this CONTRACT without prior written consent of CITY in accordance with Article XVIII hereof.

**XX. NONWAIVER OF PERFORMANCE**

- 20.1 The granting or acceptance of extensions of time to complete the work or furnish the materials or reports required herein will not operate as a release to the CONSULTANT from any covenants and conditions required in this CONTRACT.
- 20.2 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XV. Amendment. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

**XXI. COMPLIANCE**

- 21.1 CONSULTANT shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations.
- 21.2 The CONSULTANT certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the CONSULTANT to suspension of payments, termination of CONTRACT, and debarment and suspension actions.

- 21.3 CONSULTANT shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, CONSULTANT agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - b. Section 504 of the Rehabilitation Act of 1973, as amended;
  - c. The Age Discrimination Act of 1975, as amended;
  - d. Title IX of the Education Amendments of 1972, as amended; and
  - e. All applicable regulations implementing foregoing laws.

## **XXII. VENUE AND GOVERNING LAW**

- 22.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**
- 22.2 **ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

## **XXIII. SEVERABILITY**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **XXIV. GENDER**

Words of any gender used in this CONTRACT shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

## **XXV. CAPTIONS**



The captions contained in this CONTRACT are for convenience of reference only and shall in no way limit or enlarge the terms and conditions of this CONTRACT.

**XXVI. ENTIRE AGREEMENT**

This CONTRACT, together with its authorizing ordinance and exhibits, embodies the final and entire agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the matters of this CONTRACT shall be deemed to exist or to bind the parties unless same be executed in accordance with Section XV.

**EXECUTED** this the \_\_\_\_\_ day of September, 2011.

**CITY**

**CONSULTANT**

**City of San Antonio, Texas**

\_\_\_\_\_  
Edward Benavides,  
Chief of Staff  
Environmental Policy Director

\_\_\_\_\_  
Tommy Adkisson  
Chairman, Build San Antonio Green

**APPROVED AS TO FORM:**  
**Michael D. Bernard**  
**City Attorney**

\_\_\_\_\_  
By: Assistant City Attorney

## ATTACHMENT "A"

August 10, 2011

Build San Antonio Green™  
City of San Antonio Scope of Work  
Funding Request for 2012

Build San Antonio Green™ (BSAG) is a non-profit organization founded by the City of San Antonio and other partners in 2001. BSAG is an official partnership of the City of San Antonio, Bexar County, CPS Energy, San Antonio Water System, the Greater San Antonio Builders Association, VIA Metropolitan Transit, the Alamo Area Council of Governments, the Greater Bexar County Council of Cities, and Solar San Antonio.

**BSAG** works with Partner organizations to develop and implement energy and emissions reduction policies for air quality improvement, water conservation, energy efficiency, and renewable energy, chiefly through the development and administration of the green building program. BSAG provides technical workshops on energy efficiency, conservation, renewable energy and green building, while promoting the Build San Antonio Green™ program and certifying Green-Built Homes in San Antonio.

BSAG also is an official Program Sponsor of the Environmental Protection Agency and Department of Energy's ENERGY STAR® program. BSAG has certified **728 green homes** to date. Of these, 713 are new construction and 15 are through the *Green Retrofit or Energy Retrofit* programs. These homes, due to increased efficiency, result in the **prevention of over 5.3 Million pounds of CO2 annually**. This is the equivalent of taking 300 cars off of the road for one year. In addition, the certified homes **save over 8.3 million kilowatt-hours** of energy every year, enough energy to run over **300** homes built to code for one year.

Build San Antonio Green™ will be instrumental in helping San Antonio meeting its future sustainable growth and development goals, as laid out in the SA 2020 plan. This will be accomplished through leadership in energy & water conservation, promoting sustainable land use, green jobs training, and assuming a prominent role in local sustainability efforts.

Build San Antonio Green™ was awarded the prestigious **2009 "Green Building Program of the Year"** award by the National Association of Home Builders over green building programs from across the country. Build San Antonio Green™ also received the **2009 "Texas Environmental Excellence Award"** from the Texas Commission on Environmental Quality. In 2009 San Antonio Water System selected Build San Antonio Green™ as the **WaterSaver Partner of the Year**. BSAG was also recognized as *Honorable Mention* in the 2010 **Excellence in Economic Development** award and was selected for the 2011 **Air Quality Stewardship Award** from AACOG in the *Publically Supported Nonprofit* category.

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### **BSAG 2012 Request for Funding**

For the 2012 budget year, BSAG is requesting \$ 50,000.00 from COSA as income to support organizational operations and activities alongside the other BSAG Funding Partners.

In the Council Consideration Request dated June 29, 2006 regarding COSA's Energy Conservation Plan, Goal 7 states that future funding to MPE be \$ 50,000.00 per year or as recommended by COSA Staff.

BSAG requests funding from the City of San Antonio to include in the BSAG 2012 Budget to support organizational operations and activities that support the following:

**1.) Certification of Green Homes through Build San Antonio Green™**

Build San Antonio Green™ (BSAG) is a residential green building program of the Metropolitan Partnership for Energy and the Greater San Antonio Builders Association (GSABA). BSAG promotes conservation and efficiency, and was developed with input from partners and community stakeholders to support and encourage local rebates. MPE works with the building and development community to implement green building, while also educating legislators and insurance groups to provide incentives for Green Building. BSAG is not only San Antonio's local green building program, it is also the only program that includes and encourages the UDC Neighborhood Patterns, SAWS Rebates and Landscape List, San Antonio Landscape Care Guide, CPS Energy Rebates and Net Metering Program, and The City of San Antonio's Tree Protection Ordinance.

Homes are certified green under the BSAG program through a quality review process. Builders entering the BSAG program receive ongoing training in green building techniques, and are required to attend Continuing Education Classes (CECs). BSAG's programs consist of detailed green building checklists. Member builders submit building plans and the BSAG checklist to the BSAG office, where they are reviewed for certification by BSAG Staff. Each green home built under approved specifications will earn a certificate showing the certification level and be provided with a Homeowners Manual containing operational information about the home.

The BSAG Home Certification checklist is based on traditional stick frame construction and prescribes strategies to reduce electrical and water consumption, while improving indoor air quality. This program provides prescriptive measures for efficient building materials and mechanical systems. It is geared toward volume builders and affordable developers, and staff has received over 700 commitments for Green Homes.

Build San Antonio Green™ works to make green building affordable and thereby enticing to builders. To date Build San Antonio Green has certified over 70 affordable homes: homes that cost \$110,000 or less and are aimed at low-income families. BSAG services will enhance current City housing programming by expanding application of other program components. This will substantially increase the total percentage of BSAG homes in the "affordable homes" category, and demonstrate to other builders that green building is easy, accessible, and affordable.

BSAG also offers a Level 3 Solar Home option and offers a turnkey certification program that allows builders to add solar energy systems to new homes. The Level 3 certification is currently in place for single-family homes and two projects have already been certified to this standard. Level 2 and Level 3 Multifamily certification options will be developed during the 2012 funding period. As a Solar America City, San Antonio can look to BSAG as strategic partner in bolstering the presence of distributed residential solar energy. Certification of green homes also benefits our community by promoting the growth of green jobs. Executive Director Anita Devora serves on the Mayor's Green Jobs Leadership Council and will continue to make green job creation a priority in outreach and promotional efforts.

**Tasks:**

- New Member Orientation Education of Builders at BSAG Workshops
- Collection of pre-construction requirements and home submittal information
- Input home data in BSAG home's database
- Review of home plans to ensure compliance with BSAG requirements
- Conference with builder, architect, and/or subcontractor to further explore BSAG review process
- Site observations to verify several BSAG requirements including but not limited to insulation of water lines; duct sealing; on-site tree protection; construction waste management; ventilation of kitchen range hood to exterior; approved fireplace; installation of low-flow water fixtures and high efficiency toilets; and SAWS approved landscape.
- Collection of verification documents for ENERGY STAR® qualified appliances and equipment
- Collection of post-construction documents such as ENERGY STAR® HERS Certificate and Home Report
- Issue of BSAG certification upon requirements' compliance
- Updates and revisions to BSAG Homeowner Manual to reflect programmatic changes
- Homeowner education through BSAG Homeowner's Manual
- Calculation of home's energy savings and emission reduction

**Deliverable(s):**

- Six (6) New Member Orientations
- One Technical Advisory Committee (TAC) Meeting for New Construction
- Seventy Five (75) homes certified in the New Construction program(s)
- Development and launch of the Level 2 and Level 3 *Multifamily* certification options through the New Construction program
- Monthly Report

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**2.) Administration of the *Green Retrofit and Energy Retrofit Build San Antonio Green (BSAG) Programs for existing homes.***

Residential *Green Retrofit* and *Energy Retrofit* Programs – The Build San Antonio *Green Green Retrofit* program was launched in 2008 and 14 homes have been certified to date. The *Green Retrofit* program is a comprehensive home renovation certification option with a focus on making home more efficient and healthier. Projects certified under this program must complete a list of Core Guidelines that include both prescriptive and performance requirements. The *Energy Retrofit* certification was developed in 2010 to offer additional options for homes that do not need extensive retrofit work in all five program areas but will still benefit from significant energy improvements. The program has seen very rapid growth and is likely to continue serving as an important certification option as demand for retrofit projects increases. The *Green Retrofit* and *Energy Retrofit* programs are gaining interest among builders, especially with the launch of generous rebates through ARRA funding.

By expanding the applications of BSAG program components, BSAG will work more closely with the Housing and Neighborhood Services Department on such programs as the Owner-Rehab. The *Green* and *Energy Retrofit* programs provide easy-to-follow formats for retrofitting existing homes. Similar to Level 1 and Level 2 of the *Green Retrofit*, the *Energy Retrofit* is in a checklist format. Builders submit plans for review by the Build San Antonio Green staff and site visits are performed for all homes certified.

**Tasks:**

- New Member Orientations
- Continuing Education for builders at *Green Retrofit/Energy Retrofit* BSAG Workshops

- Meeting with builders/architects/subcontractors to explain the review process and receive project's submissions
- Hosting meetings of the *Green Retrofit/Energy Retrofit* Technical Advisory Committee (TAC) to confer about changes or updates to the program
- Input home data into BSAG home's database
- Meeting and/or conference with energy rater at construction site for initial energy audit where applicable
- Site observations to verify BSAG requirements compliance
- Collection of post-construction documents
- New program development and implementation
- Issue of BSAG certification upon requirements' compliance
- Homeowner education through BSAG Homeowner's Manual

**Deliverable(s):**

- Six (6) New Member Orientations
- Two (2) *Green Retrofit/Energy Retrofit* TAC meetings
- Ten (10) certifications through *Green Retrofit/Energy Retrofit* Programs
- Development and launch of the Level 1 and Level 2 *Multifamily* certification options through the *Green Retrofit* and *Energy Retrofit* programs
- Three (3) meetings/conferences with energy raters for initial energy audit
- Provide COSA with a digital copy of Homeowner's Manual
- Monthly Report

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**3.) Maintenance of Energy Savings and Emissions Reductions Database**

Build San Antonio Green currently maintains a database tracking all estimated energy savings and emissions reductions associated with our certified homes. With the numbers derived from this database, staff is able to not only give objective data regarding the impact of certified homes, but they are also able to compare the homes against certification requirements and ensure that they are performing as desired.

**Tasks:**

- Input data from certified homes
- Periodically edit database
- Update website counter with up-to-date data on energy and water savings

**Deliverable(s):**

- Website counter updated to reflect up-to-date totals
- Access to database is available to City staff upon request
- Monthly Report

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**4.) Develop and host Green Open House Events for BSAG-Certified Homes**

Build San Antonio Green help develop awareness and understanding about the availability of BSAG-certified green homes in San Antonio. Staff will work in conjunction with member builders, affordable housing providers, the Greater San Antonio Builders Association, the San Antonio Board of Realtors, and other local entities in the development and execution of these events. Specific affordable and market-rate houses will be targeted for "Green Open House" events throughout the year. These events will serve to both showcase specific green certified projects and also bring different entities in the housing sector together in a collaborative effort to support the local green building industry.

**Tasks:**

- Meetings with GSABA, SABOR, and other agencies to coordinate "Green Open House" events
- Coordination with builders to find eligible homes
- Marketing and outreach to promote events
- Hosting "Green Open House" events in collaboration with local partners

**Deliverable(s):**

- At least two (2) meetings with partner agencies to coordinate events
- At least three (3) "Green Open House" events throughout the year
- Monthly Report

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**5.) Homeowner Education:**

In an effort to help ensure that homeowners understand the many unique features of newly constructed or renovated BSAG-certified homes, BSAG staff will conduct homeowner education classes in conjunction with builder members. Because many aspects of green buildings are dependent on behavioral factors, it is essential that those who inhabit high-performance homes have a complete understanding of their home's unique features and attributes. This will allow them to maximize their home's many efficient features and be more likely to save energy and water as well as maintain healthy indoor air quality.

Classes will primarily consist of a description of the BSAG Homeowners Manual but will also feature more general tips and recommendations on how to save energy and water. Classes will be marketed and scheduled in conjunction with builders and will be designed to provide simple but comprehensive information targeted to effectively educate homeowners.

In addition to presenting the content of the Homeowners Manual, classes may also consist of supplemental information upon request by Partner organizations. BSAG staff will welcome suggestions about programs and options from Partner organizations for inclusion in Homeowner classes.

**Tasks:**

- Development of homeowner class content
- Work with builders to verify content and outreach strategy to homeowners
- Meetings with partner organizations for suggested content in homeowner classes
- Updates and revisions to Homeowners Manual to correspond to program changes
- Monthly Report

**Deliverables(s):**

- Three (3) Homeowner classes scheduled in conjunction with BSAG builders
- Five (5) meetings with Partner organizations to gather input for additional content in homeowner classes
- Monthly Report

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**6.) Builder Education:**

BSAG will continue to reach out and educate the building and development Community on the advantages of green building in an effort to encourage them to build green in San Antonio through educational workshops. These workshops will cover the Build San Antonio Green program specifically, educating the builders on each step of the process of certifying a home through the program as well as what specific construction practices must be followed. Other workshops will cover topics in the green building field, such as solar workshops, ENERGY STAR® for Homes, and other related topics. All workshops will present the Build San Antonio Green program as the best option for builders wishing to build green in San Antonio, and workshop topics will be tied into the program and its requirements.

**Workshops:**

- Workshops about the Build San Antonio Green Family of Programs
- Continuing Education for builders at Level 1, Level 2, and Level 3 BSAG Workshops
- Other workshops about topics in green building, tied to Build San Antonio Green

**Deliverable(s):**

- Four (4) workshops covering Build San Antonio Green Family of Programs for New Construction
  - One (1) Level 1 Workshop
  - One (1) Level 2 Workshop
  - Two (2) Level 3 Workshops
- Three (3) BSAG *Green Retrofit* and *Energy Retrofit* Workshops
- Eight (8) workshops about other green building topics
- Monthly Report

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**7.) Public Education & Outreach Events:**

BSAG will continue to educate the public about green building and the Build San Antonio Green program. Staff will encourage the public to ask their builder or remodeler if they are a member of the Build San Antonio Green program, and also why the BSAG program is the best choice for homeowners wishing to build or remodel a green home in San Antonio. This public education will be accomplished through appearances at events throughout the year.

**Outreach Events:**

- Builders Showcase & Expo – September 24 – 26, 2011
- SAWS Spring Bloom – March 2012
- City of San Antonio’s Earth Day Celebration – April 2012
- Solar Fest – May 2012
- City of San Antonio Historic Homeowners Fair – August 2012
- Other Green Events upon request

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**8.) Plan and Administer the COSA 2012 Green Building Awards**

Build San Antonio Green works with our Partners to plan and administer the 2012 COSA Green Building Awards. The COSA Green Building Awards are an important service offered by the City of San Antonio to recognize noteworthy projects and innovations in the fields of green building and solar technology.

BSAG will plan and administer this event with specific tasks including the selection of a nomination committee; updating and refining the criteria for judges and selection of a

judging committee; coordinating and managing the event and ceremony planning; and promoting the event and award ceremony.

**Tasks:**

- Selection of Nomination Committee
- Update and refine criteria for judges and assistance in selection of judging committee
- Coordinate and Manage Event Planning and Ceremony Operations
- Awards and Event Promotion

**Deliverable(s):**

- Selection of Nomination Committee Membership, committee meeting(s) with City staff and other stakeholders
- Selection of Judging Committee Membership, committee meeting(s) with City staff and other stakeholders
- MC event, manage PowerPoint presentations, invite media, manage seating, invite speakers, and handle event inquiries
- Marketing plan, promotions through various venues: e-blasts, presentations at various building industry meetings, committee meeting(s) with City staff and other stakeholders

**TOTAL FUNDING REQUEST \$ 50,000.00**



**BSAG Activities & Staff Hours Break Out for COSA Operations Contract 2012**

<b>Task 1: Certification of Green Homes through BSAG®</b>		<b>Budgeted</b>
<b>Deliverables</b>		
1. New Member Orientations (6)		\$120.00
2. TAC Meeting for New Construction (1)		\$100.00
3. Homes certified through BSAG® (75)		\$9,750.00
4. Dev & Launch Level 2 & 3 Multifamily Certification Options		\$1,075.00
		<b>\$11,045.00</b>
<b>Task 2: Administer Green Retrofit &amp; Energy Retrofit Programs through BSAG®</b>		
<b>Deliverables</b>		
1. New Member Orientations (6)		\$120.00
2. Green Retrofit TAC Meetings (2)		\$100.00
3. Homes Certified through BSAG® (10)		\$1,300.00
4. Dev & Launch Level 2 & 3 Multifamily Certification Options		\$1,075.00
5. Meetings/Conferences w/Energy Rater f/Initial Audit (3)		\$75.00
		<b>\$2,670.00</b>
<b>Task 3: Maintain Energy Savings &amp; Emissions Database</b>		
<b>Deliverables</b>		
1. Website Counter Update (at regular intervals)		\$1,045.00
		<b>\$1,045.00</b>
<b>Task 4: Develop &amp; Host Green Open House Events f/BSAG Cert Homes</b>		
<b>Deliverables</b>		
1. Meetings w/Partner Agencies to Coordinate Events (2)		\$90.00
2. Hold "Green Open House" Events (3)		\$3,375.00
		<b>\$3,465.00</b>
<b>Task 5: Home Owner Education</b>		
<b>Deliverables</b>		
1. Homeowner Classes scheduled in conjunction w/BSAG Builders (3)		\$3,375.00
2. Meetings - w/Partner Organizations (input f/classes) (5)		\$350.00
		<b>\$3,725.00</b>
<b>Task 6: Builder Education</b>		
<b>Deliverables</b>		
1. Level One Workshop (1)		\$1,125.00
2. Level Two Workshop (1)		\$1,125.00
3. Level Three Workshops (2)		\$2,250.00
4. BSAG Green Retrofit/Energy Retrofit Workshops (3)		\$3,375.00
5. Other Green Building Topics Workshops (8)		\$9,000.00
		<b>\$16,875.00</b>
<b>Task 7: Public Education &amp; Outreach Events</b>		
<b>Deliverables</b>		
1. Builder's Showcase & Expo - Sept 2012		\$1,200.00
2. City of San Antonio Historic Homeowners Fair - August 2012		\$600.00
3. SAWS Spring Bloom - March 2012		\$600.00

4. COSA's Earth Day Celebration - April 2012	\$1,200.00
5. Solar Fest - May 2012	\$1,200.00
6. Other Green Events Upon Request	\$1,375.00
	<b>\$6,175.00</b>
<b>Task 8: Plan &amp; Administer Annual Green Build Awards</b>	
<b>Deliverables</b>	
1. Selection of Nomination Committee	\$875.00
2. Update & Refine Award Criteria/Assist in Judge Selection	\$875.00
3. Coordinate & Manage Event Planning/Ceremony Operations	\$1,600.00
4. Awards & Event Promotion	\$1,650.00
	<b>\$5,000.00</b>
<b>TOTAL INCOME</b>	
	<b>\$50,000.00</b>

# Attachment XXIV

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR    §

**PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE FREE TRADE ALLIANCE SAN ANTONIO**

This Contract is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager or designee pursuant to Ordinance No. 2011-09-\_\_-\_\_\_\_\_ dated September \_\_\_\_, 2011, and the Free Trade Alliance San Antonio (hereinafter "FREE TRADE ALLIANCE"); collectively, the "Parties".

**WHEREAS**, CITY has appropriated certain funds from its General Operating Budget; and

**WHEREAS**, FREE TRADE ALLIANCE is a Texas, non-profit corporation comprised of individuals and community organizations headed by the City of San Antonio, the Greater San Antonio Chamber of Commerce, the San Antonio Hispanic Chamber of Commerce, the San Antonio Economic Development Foundation ("EDF"), San Antonio Water System, Port San Antonio, and Bexar County; and CPS Energy.

**WHEREAS**, this organization constitutes a broad community network for the purpose of promoting San Antonio as the center of international trade; and

**WHEREAS**, it is in the best interest of the CITY to continue its contribution to this organization for the purpose of increasing international business activity (the "PROGRAM"); and

**WHEREAS**, CITY wishes to engage FREE TRADE ALLIANCE to carry out such PROGRAM; and

**WHEREAS**, CITY designates its Economic Development Department (hereinafter referred to as "Department") as the City Department, acting for its City Manager, responsible for the evaluation and fiscal monitoring of the PROGRAM; NOW THEREFORE:

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

**I. PURPOSE STATEMENT**

1.1 The purpose of this Contract is for FREE TRADE ALLIANCE to develop San Antonio as the center for trade in the Americas, to promote San Antonio's

economic development objectives in the People's Republic of China and to maximize international business opportunities for San Antonio through the North American Free Trade Agreement (hereinafter referred to as "NAFTA").

## **II. TERM**

2.1 Except as otherwise provided pursuant to the provisions hereof, this Contract shall begin on October 1, 2011 and shall automatically renew annually on October 1, subject to appropriation, for up to two years.

## **III. PERFORMANCE**

3.1 FREE TRADE ALLIANCE, in accordance and in compliance with the terms, provisions and requirements of this Contract, agrees to perform and provide all services as set forth in Article IV (Scope of Work) of this Contract. FREE TRADE ALLIANCE shall produce all documentation in the form of performance records and reports as required under the terms of this Contract.

3.2 Modifications or alterations to Article IV (Scope of Work) may only be made pursuant to the prior written approval of CITY. FREE TRADE ALLIANCE shall notify CITY in writing of any event which could substantially delay the achievement of the Scope of Work as defined in Article IV.

## **IV. SCOPE OF WORK**

4.1 In conjunction with key stakeholders, the FREE TRADE ALLIANCE shall develop and continuously update a strategic plan for San Antonio's international economic development which includes the principal functions of developing San Antonio as the center for trade and logistics in the Americas in accordance with the CITY's economic development goals and its targeted driver industries. In December, FREE TRADE ALLIANCE shall submit the draft Strategic Objectives, Goals and Activities Plan (the "Plan") to the CITY's Department for review, comment and shall work cooperatively with the Department Director, or designee, to revise the Plan to meet evolving CITY goals.

4.2 FREE TRADE ALLIANCE shall promote San Antonio, Texas as a desirable site for the location of Chinese industrial and logistics activities and assist with the identification of leads and prospects for investment in San Antonio from the People's Republic of China;

4.3 FREE TRADE ALLIANCE shall assist with the development and production of Chinese language promotional materials;

4.4 FREE TRADE ALLIANCE shall assist in the facilitation of import/export inquiries by San Antonio region firms interested in trading with China;

4.5 FREE TRADE ALLIANCE shall promote visits by key business and government leaders of the People's Republic of China to San Antonio;

4.6 FREE TRADE ALLIANCE shall assist in fostering and maintaining relationships with key trade and governmental entities critical to the accomplishment of the FREE TRADE ALLIANCE'S and CITY'S goals in the People's Republic of China.

4.7 FREE TRADE ALLIANCE shall serve as the primary organization responsible for targeting key industries needed to complement and improve current international logistics and distribution infrastructure, working in conjunction with the CITY, EDF and the Port San Antonio. FREE TRADE ALLIANCE shall examine logistics policy issues which impact San Antonio's development as an inland port (i.e., customs enhancement, bonded freight shipments, public logistics infrastructure development) and other policy issues upon request, and coordinate with CITY staff to identify a united position.

4.8 FREE TRADE ALLIANCE shall work with the CITY and the other institutional member organizations to develop an integrated marketing program which features all local resources and assets as well as coordinate with existing economic development efforts. FREE TRADE ALLIANCE shall help determine the message to be conveyed in materials and provide talking points and audio-visual materials for group presentations. Promotional materials shall stress the utilization of Foreign Trade Zone #80 as a potential location for tax and customs-protected warehousing/distribution, international manufacturing, assembly and display. FREE TRADE ALLIANCE shall also promote, without duplicating CITY efforts, the CITY's international business programs which include: the Casa San Antonio Program, Trade Mission Programs and Match-Making. It shall promote the Department (a division of which has a primary focus of promoting global trade and foreign direct investment in countries other than China) and San Antonio's targeted industries: (1) to FREE TRADE ALLIANCE members; (2) to other local businesses through referrals; and (3) in presentation and marketing materials. FREE TRADE ALLIANCE shall continue to work with the Casa San Antonio Program (the "Casas") in hosting delegations in support of two-way trade, and the CITY shall encourage the Casas to continue to refer eligible companies to the FREE TRADE ALLIANCE International Business Development Center (IBDC).

4.9 FREE TRADE ALLIANCE shall provide international educational and networking opportunities for San Antonio companies, including the monthly Latin America Caribbean Forum meeting and the monthly newsletter. From its roots as the San Antonio World Trade Association, the Alliance shall continue to sponsor educational opportunities for its members and the community at large to enhance international expertise and facilitate networking. FREE TRADE ALLIANCE shall also serve as one of the coordination points for assistance to San Antonio businesses seeking to develop trade opportunities with China and for assistance with logistics issues and trade with the Americas (NAFTA countries). In addition,

the Alliance shall also assist the CITY'S Department with its matchmaking efforts and hosting of international business visitors when appropriate. FREE TRADE ALLIANCE shall also coordinate Trade Missions to cities which complement the Casa San Antonio Program in conjunction with other economic development partners.

4.10 FREE TRADE ALLIANCE shall support the Department with the administration and marketing of Foreign Trade Zone #80 to include the following requirements:

- A. Prepare the annual report for submission by the Foreign Trade Zone Board by January 31, 2012 and 2013. Provide the proposed report to CITY Department by January 8, 2012 and 2013 for final review, approval and submission;
- B. Prepare any applications for site activation, subzone designation or change in boundaries and submit to CITY Department for final review and approval;
- C. Actively market the FTZ sites on behalf of current users and to prospective users. Marketing efforts shall include, as a minimum, the maintenance of a website and the creation of a brochure and fact sheet on the Zone and the sites within the Zone. The CITY Department will be clearly recognized in all marketing materials, ads and on the FTZ website. In advance, the CITY Department shall have the right to review and approve all promotional materials and/or advertisements. FREE TRADE ALLIANCE will also schedule and conduct at least two educational and promotional workshops annually within the FTZ;
- D. FREE TRADE ALLIANCE shall schedule and participate in meetings with potential users and operators of FTZ #80 in conjunction with the CITY Department;
- E. FREE TRADE ALLIANCE will monitor changes to sites and report any changes to CITY Department and, if necessary, to the FTZ Board and U.S. Customs;
- F. FREE TRADE ALLIANCE shall also develop, maintain and report performance measures to the CITY on a semi-annual basis that includes, but is not limited to, the following areas: marketing initiatives, advertisements, inquiries and responses, prospect/client meetings, seminars and educational workshops, jobs created, new businesses and expansions, FTZ users and revenues. The first semi-annual report closing out March 31, 2012 shall be provided to CITY Department by April 30, 2012. A final annual report closing out August 31, 2012 shall be provided to CITY Department by September 30, 2012.
- G. FREE TRADE ALLIANCE shall complete and maintain all associated FTZ records and files.

4.11 FREE TRADE ALLIANCE shall provide advocacy support on foreign trade policies critical to trade and logistics issues of importance to CITY.

## V. PERFORMANCE RECORDS AND REPORTS

5.1 In addition to the reporting requirements in Article IV, Section 4.10, FREE TRADE ALLIANCE shall report an annual rate of return based on the business generated through current or former IBDC (International Business Development Center) participants. The rate of return shall be based on the amount of trade generated (as reported from the annual survey) divided by the budget of the IBDC program (including salaries). FREE TRADE ALLIANCE shall maintain accurate, current and complete accounting records and supporting documentation for all expenditures of funds made under this Contract. FREE TRADE ALLIANCE shall retain such records, and any supporting documentation, for the greater of five (5) years from the end of the contract period, or the period required by other applicable laws and regulations.

5.2 FREE TRADE ALLIANCE shall provide, to the City Department, a copy of its annual audit report when presented to its Board of Directors. FREE TRADE ALLIANCE shall give CITY and or any of CITY's duly authorized representatives, access to and the right to examine all books, accounts, records, audit reports, files, documents, written or photographic material, videotape and other papers, things, or property belonging to or in use by FREE TRADE ALLIANCE pertaining to this Contract. Failure to provide reasonable access to authorized CITY representatives shall give the CITY the right to terminate this Contract. In the event of a City examination, FREE TRADE ALLIANCE shall reimburse the City for any expenditures that are not directly related to this Contract and/or not supported by the proper documentation. FREE TRADE ALLIANCE will pay the cost of this examination if the variance of expenditures exceeds 3% of the funds disbursed by the City.

5.3 As often and in such form as CITY may require, FREE TRADE ALLIANCE shall furnish CITY such performance records and reports deemed by CITY as pertinent to matters covered by this Contract.

5.4 At minimum, quarterly performance records and reports as presented to the Executive Committee meetings shall be submitted to the CITY Department by FREE TRADE ALLIANCE.

## VI. PERSONNEL

6.1 Both CITY and FREE TRADE ALLIANCE shall work together to accomplish their applicable tasks as outlined in the Scope of Work described in Article IV. Persons performing work pursuant to this Contract shall be the employees of CITY or FREE TRADE ALLIANCE. Any work subcontracted to third parties pursuant to this Contract must be pre-approved by CITY Department Director.



## **VII. COORDINATION WITH CITY**

7.1 The Director, or his designee, shall have complete authority to transmit instructions, receive information, interpret the CITY's policies and decisions with respect to materials, elements and work pertinent to the CITY's services pursuant to this Contract. Any contact with CITY officials shall be coordinated with the Director or his designee.

## **VIII. FEES, EXPENSES AND BILLING**

8.1 In consideration of FREE TRADE ALLIANCE'S performance in a satisfactory and efficient manner, as determined solely by CITY, of all services and activities set forth in Article IV (Scope of Work) of this Contract, CITY agrees to pay FREE TRADE ALLIANCE an amount not to exceed two hundred thousand dollars (\$200,000.00).

8.2 CITY shall make payments to the FREE TRADE ALLIANCE in four (4) quarterly payments of fifty thousand dollars (\$50,000) upon receipt, review and approval of the quarterly Goals & Accomplishments report. CITY shall not be obligated or liable under this Contract to any other party, other than FREE TRADE ALLIANCE, for payment of any monies or provisions of any goods or services.

8.3 No additional expenses to the FREE TRADE ALLIANCE or its subconsultants shall be charged by FREE TRADE ALLIANCE.

## **IX. LEGAL/LITIGATION EXPENSES**

9.1 Under no circumstances shall the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against CITY. FREE TRADE ALLIANCE must obtain the written approval of the CITY Attorney's Office before any funds received under this Contract may be used in any adversarial proceeding against any other governmental entity or any other public entity.

9.2 During the term of this Contract, if FREE TRADE ALLIANCE files and/or pursues an adversarial proceeding against CITY then, at CITY's option, this Contract and all access to the funding provided for hereunder may be terminated if it is found that FREE TRADE ALLIANCE has violated this Article.

9.3 FREE TRADE ALLIANCE, at CITY's option, may be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remain unresolved.

9.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by FREE TRADE ALLIANCE in any state or federal court, as well

as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

## **X. TERMINATION**

10.1 For purposes of this Contract, "termination" of this Contract shall mean termination by expiration of the Contract term, or earlier termination pursuant to any of the provisions hereof.

10.2 This Contract may be terminated, in whole or in part, by CITY for:

A. Neglect or failure by FREE TRADE ALLIANCE to perform or observe any of the terms, conditions, covenants or guarantees of this Contract or of any amendment made hereto between CITY and FREE TRADE ALLIANCE; or

B. Violation by FREE TRADE ALLIANCE of any of the provisions of this Contract or of any rule, regulation or law to which FREE TRADE ALLIANCE is bound or shall be bound under the terms of this Contract.

10.3 CITY shall send notice of default to FREE TRADE ALLIANCE subject to the provisions in Article XIX (NOTICE). The FREE TRADE ALLIANCE shall have sixty (60) days from the notice of default to cure such default, and no funds will be distributed during the notice of the default period.

10.4 If, at the end of the sixty (60) day opportunity to cure, such default has not been cured, CITY shall issue a signed, written notice of termination to FREE TRADE ALLIANCE specifying the effective date of termination and the applicable provisions to be terminated.

10.5 The FREE TRADE ALLIANCE shall return all such files, documentation, materials, reports, advertising materials or other work product applicable to this Contract, as well as any unearned fees, as requested by CITY.

## **XI. INDEPENDENT CONTRACTORS**

11.1 It is expressly understood and agreed to by the Parties to this Contract that CITY is contracting with FREE TRADE ALLIANCE as an independent Contractor. The Parties understand and agree that CITY shall not be liable for any claims which may be asserted by any third party against FREE TRADE ALLIANCE occurring in connection with services performed under this Contract.

11.2 The Parties further understand and agree that neither Party has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

## **XII. CONFLICT OF INTEREST**

12.1 FREE TRADE ALLIANCE acknowledges that it is informed that the Charter of the CITY and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the CITY or any CITY agency such as CITY-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any above-listed individual or entity is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

12.2 Pursuant to Section 12.1 above, FREE TRADE ALLIANCE warrants and certifies, and this Contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY. FREE TRADE ALLIANCE further warrants and certifies that it has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

## **XIII. INSURANCE REQUIREMENTS**

13.1 Nothing herein contained shall be construed as limiting in any way the extent to which FREE TRADE ALLIANCE may be held responsible for payments of damages to persons or property resulting from FREE TRADE ALLIANCE's or its subcontractors' performance of the work covered under this Contract.

13.2 Prior to the commencement of any work under this Contract, FREE TRADE ALLIANCE shall furnish a completed Certificate of Insurance to CITY's Director and City Clerk's Office at the addresses listed in Article XIII, Section 13.7 of this Contract. The Certificate of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon and which shall furnish and contain all required information referenced or indicated thereon. CITY shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the CITY's Director and the City Clerk's Office, and no officer or employee shall have authority to waive this requirement.

13.3 CITY reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverage and its limits when deemed necessary and prudent by the CITY's Risk Manager based upon changes in statutory law, court

decisions or circumstances surrounding this Contract, but in no instance shall CITY allow modification whereupon CITY may incur increased risk.

13.4 FREE TRADE ALLIANCE's financial integrity is of interest to CITY; therefore, subject to FREE TRADE ALLIANCE's right to maintain reasonable deductibles in such amounts as are approved by CITY, FREE TRADE ALLIANCE shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at FREE TRADE ALLIANCE's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to CITY, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General (public) Liability Insurance to include coverage for the following: (a) Premises operation (b) Independent Contractors (c) Products/completed operations (d) Contractual liability	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 general aggregate or its equivalent in Umbrella or Excess Liability coverage
4. Business Automobile Liability: (a) Owned/Leased (b) Non-Owned (c) Hired Automobiles	Combined Single Limit for Bodily injury and Property Damage: \$1,000,000 per occurrence
5. Professional Liability	\$500,000 per claim

13.5 CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CITY, and may make a reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Upon such request by CITY, FREE TRADE ALLIANCE shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

13.6 FREE TRADE ALLIANCE agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.

- Add an endorsement which names CITY and its officers, employees and elected representatives as additional insureds with respect to operations and activities of, or on behalf of, the named insured performed under Contract with CITY, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where CITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of CITY.

13.7 FREE TRADE ALLIANCE shall notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than seven (7) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to CITY at the following addresses:

**City of San Antonio  
Economic Development Director  
P.O. Box 839966  
San Antonio, Texas 78283-3966**

**City of San Antonio  
City Clerk's Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966**

13.8 If FREE TRADE ALLIANCE fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, then CITY may obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract; however, procuring of said insurance by CITY is an alternative to other remedies CITY may have and is not the exclusive remedy for failure of FREE TRADE ALLIANCE to maintain said insurance or secure such endorsement. In addition to any other remedies CITY may have upon FREE TRADE ALLIANCE's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order FREE TRADE ALLIANCE to stop work hereunder and/or withhold any payment(s) which become due to FREE TRADE ALLIANCE hereunder until FREE TRADE ALLIANCE demonstrates compliance with the requirements hereof.

13.9 Nothing herein contained shall be construed as limiting in any way the extent to which FREE TRADE ALLIANCE may be held responsible for payment

of damages to persons or property resulting from FREE TRADE ALLIANCE's or its subconsultants' performance of the work covered under this Contract.

#### XIV. INDEMNITY

14.1 FREE TRADE ALLIANCE COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE INCLUDING, BUT NOT LIMITED TO, PERSONAL BODILY INJURY, DEATH AND PROPERTY DAMAGE MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO FREE TRADE ALLIANCE'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF FREE TRADE ALLIANCE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF FREE TRADE ALLIANCE AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT; ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND/OR REPRESENTATIVES OF CITY UNDER THIS CONTRACT. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. FREE TRADE ALLIANCE SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR FREE TRADE ALLIANCE KNOWN TO FREE TRADE ALLIANCE RELATED TO OR ARISING OUT OF FREE TRADE ALLIANCE'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT FREE TRADE ALLIANCE'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING FREE TRADE ALLIANCE OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

14.2 IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS ARTICLE IS AN INDEMNITY EXTENDED BY FREE TRADE ALLIANCE TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE; PROVIDED, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE. FREE TRADE ALLIANCE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

#### **XV. SEVERABILITY**

15.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws including, but not limited to, the CITY Charter, CITY Code or Ordinances of the CITY then, and in that event, it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the Parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of the Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

#### **XVI. CHANGES AND AMENDMENTS**

16.1 Except when the terms of this Contract expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment, in writing, executed by both CITY and FREE TRADE ALLIANCE and approved by CITY Council, as evidenced by a duly-authorized ordinance.

#### **XVII. ASSIGNMENT**

17.1 Any attempt to transfer, pledge or otherwise assign this Contract without written approval shall be void ab Initio and shall confer no rights upon any third person. Should FREE TRADE ALLIANCE attempt to assign, transfer, convey, delegate or otherwise dispose of any part of all or any part of its right, title or interest in this Contract without CITY's written approval, CITY may, at its option,

terminate this Contract and all rights, titles and interest of FREE TRADE ALLIANCE shall thereupon cease and terminate, notwithstanding any other remedy available to CITY under this Contract. The violation of this provision by FREE TRADE ALLIANCE or any termination hereof by City shall in no event release FREE TRADE ALLIANCE from any obligation under the terms of this Contract, nor shall it relieve or release FREE TRADE ALLIANCE from the payment of any damages to CITY which CITY sustains as a result of such violation.

#### **XVIII. ENTIRE AGREEMENT**

18.1 This Contract constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the Parties hereto unless the same be in writing, dated subsequent to the date hereof, and executed by said Parties.

#### **XIX. NOTICES**

19.1 Except when the terms of this Contract expressly provide otherwise, all notices, reports and deliverables to be given or made by FREE TRADE ALLIANCE to CITY pursuant to this Contract shall be given or made to:

City of San Antonio  
Attn: Director  
Economic Development Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

or such place as may be designated by CITY from time to time in writing:

All notices reports, and documents required to be given or made by the CITY to FREE TRADE ALLIANCE pursuant to this Contract shall be given to FREE TRADE ALLIANCE at its address set forth below:

Free Trade Alliance San Antonio  
203 South St. Mary's Street  
Suite 130 (1st Floor)  
San Antonio, Texas 78205

#### **XX. NO PERSONAL LIABILITY**

20.1 No elected official, director, officer, agent or employee of CITY shall be charged personally or held contractually liable by or to FREE TRADE ALLIANCE under any term or provision of this Contract, or because of any breach thereof, or



because of its or their execution, of approval, or attempted execution of this Contract.

**XXI. GOVERNING LAW**

21.1 This Contract shall be governed by the laws of the State of Texas. Performance, venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

**XXII. LEGAL AUTHORITY**

22.1 The signatory of this Contract for FREE TRADE ALLIANCE represents, warrants, assures and guarantees that (s)he has full legal authority to execute this Contract on behalf of FREE TRADE ALLIANCE and to bind the FREE TRADE ALLIANCE to all of the terms, conditions, provisions and obligations herein contained.

**XXIII. PARTIES BOUND**

23.1 This Contract shall be binding on and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns, except as otherwise expressly provided for herein.

**XXIV. SIGNATURES**

24.1 FREE TRADE ALLIANCE and CITY for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained. This Contract has been executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**AGREED TO BE EFFECTIVE** October 1, 2011.

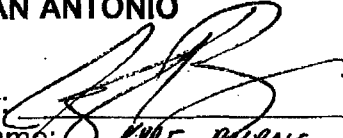
**CITY OF SAN ANTONIO**

\_\_\_\_\_  
A.J. Rodriguez  
Deputy City Manager

ATTEST:

\_\_\_\_\_  
Leticia Vacek  
City Clerk

**FREE TRADE ALLIANCE  
SAN ANTONIO**

By:   
Name: KYLE BURNS  
Title: PRESIDENT & CEO

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie O. Haby  
Assistant City Attorney

# Attachment XXV

## CONTRACT FOR CONSULTANT SERVICES

### TO REPRESENT THE CITY OF SAN ANTONIO IN JAPAN

**THE STATE OF TEXAS:**

**COUNTY OF BEXAR:**

This Contract is made and entered into by and between the **CITY OF SAN ANTONIO**, (hereinafter referred to as "**CITY**"), a Texas municipal corporation, and Mrs. Naoko Shirane, a private individual qualified to transact business in the State of Texas, (hereinafter referred to as "**CONTRACTOR**").

#### WITNESSETH

**THAT THE CITY AND CONTRACTOR**, in consideration of their respective agreements and covenants hereinafter contained and recited, hereby agree and contract as follows:

#### I. PERFORMANCE

**CONTRACTOR** agrees to provide consultant services to the **CITY** as professional advisor on activities with Japan and to act as official **CITY** representative in Japan to promote our Sister City relationship and economic development objectives, (hereinafter referred to as "Services"), in accordance with the terms and conditions herein contained. **CONTRACTOR** agrees to keep **CITY** apprised of her activities and progress with advance notice to **CITY** of actions to be taken, and to do and perform all specified work required to complete the services as outlined hereinafter, with such changes within the scope of work as are mutually agreed to in writing between the **CITY** and the **CONTRACTOR**.

#### II. SCOPE OF WORK

**CONTRACTOR** agrees to provide **CITY** with the following services for the Term of this Contract:

1. To act as the **CITY**'s representative in Japan;
2. To promote and maintain the **CITY**'s visibility and desirability as an industrial site location for Japanese industry;
3. To promote and advise the **CITY** on projected Toyota automotive suppliers;

4. To promote and advise the **CITY** on other non-automotive firms who may be persuaded to follow Toyota's decision on San Antonio;
5. To promote and advise the **CITY** on biomedical firms attracted to San Antonio's bio-sciences complex;
6. To promote and advise the **CITY** on other Japanese capital investment and joint venture possibilities especially in the fields of research and development, manufacturing, assembly, warehouse and distribution, education and medicine;
7. To promote visits to the **CITY** of San Antonio by Japanese representatives of industry, government, banking, research and other organizations interested and influential in location and investment decision-making;
8. To assist in developing itineraries and making arrangements for visits to San Antonio by business and government leaders and Japanese delegations;
9. To maintain contact in behalf of the **CITY** with such organizations as the Keidanren, JETRO, METI, etc;
10. To advise the **CITY** on trade lead opportunities;
11. To assist in the development and distribution of Japanese language promotional materials;
12. To set up business appointments in Japan for **CITY** officials;
13. To assist in the implementation of the Kumamoto Sister City goals and support the development of our relationship;
14. To recommend action to the **CITY** regarding the above-listed items;
15. To provide quarterly activity reports to the **CITY** summarizing services performed (including investment and trade leads established, meetings and conferences attended, and updates on Kumamoto-San Antonio Sister City Program);
16. **CONTRACTOR** will operate an office, with a parking space, servicing **CITY**, located at Suite 101, 2-15-9 Hiroo, Shibuya-ku, Tokyo 150-0012 Japan. The office will be open Monday – Friday, 9:00 a.m. – 6:00 p.m. with Mrs. Naoko Shirane, Director; a full-time Executive Assistant, a full-time Marketing Specialist and a part-time Administrative Assistant as staff.

### III. CONTRACT PRICING AND BILLING

The total contract amount to be paid to **CONTRACTOR** as consideration for personnel costs and consulting service fees is \$175,000.00, exclusive of expenses. Consideration shall be paid on a quarterly basis, upon receipt of invoice and quarterly

report from **CONTRACTOR**. Expenses related to office expenses, rent, communications, local transportation, travel, trade show fees, American State Offices Association (ASOA) membership, and other expenses associated with the additional tasks provided for herein, may be reimbursed up to an amount not to exceed \$25,000.

#### **IV. PERIOD OF PERFORMANCE**

Except as otherwise provided for pursuant to the provisions hereof, this Contract shall commence October 1, 2011 and shall terminate on September 30, 2012.

**CITY** shall have the right to renew this Contract for an additional one (1) year period should future funding be approved by City Council through the City budget.

#### **V. TERMINATION**

This Contract may be terminated by the **CITY** in accordance with this clause in whole, or from time to time in part, whenever such termination is in the best interest of the **CITY**. Termination will be effected by delivery to the **CONTRACTOR** of a written notice of termination specifying to what extent performance of work under the Contract has been terminated and the effective date of termination. Upon receipt of a notice of termination, the **CONTRACTOR** shall stop work under this Contract on the date and to the extent specified in the notice of termination.

Within sixty (60) days of the effective date of the termination, the **CONTRACTOR** shall submit to the **CITY** her termination claims for the monies **CONTRACTOR** claims are owed by **CITY** for the services performed through the effective date of termination, provided that such payment does not exceed the maximum fee and reimbursement amounts set out in Article III. In addition to the termination claim, **CONTRACTOR** shall also submit to **CITY** all records, data, reports and other such materials pertaining to the services completed through the effective date of termination.

#### **VI. SUBSEQUENT USE OF INFORMATION**

All records, data, reports and other such material pertaining to the service completed as part of this Contract shall become the absolute property of **CITY**, to be used as **CITY** desires, for public purposes, without restrictions. One (1) copy of the aforementioned documents shall be retained by **CONTRACTOR** for her own use.

#### **VII. COST RECORDS**

**CONTRACTOR** shall maintain all Expense Records that derive from this Contract pertaining to costs incurred, and shall submit quarterly reports which identify the expenses, also making such materials available at all reasonable times during the Contract period for the purpose of accounting and audit inspections by **CITY**.

## VIII. INTEREST OF CONTRACTOR

**CONTRACTOR** acknowledges that it is informed that the Charter of the **CITY** of San Antonio and its Ethics Code prohibit a **CITY** officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the **CITY** or any **CITY** agency such as city-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the **CITY** or in the sale to the **CITY** of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a **CITY** officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a **CITY** contract, a partner or a parent or subsidiary business entity.

Pursuant to the preceding clause above, **CONTRACTOR** warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the **CITY**. **CONTRACTOR** further warrants and certifies that it has tendered to the **CITY** a Discretionary Contracts Disclosure Statement in compliance with the **CITY**'s Ethics Code.

## IX. LAW APPLICABLE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

## X. SEVERABILITY

If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws including, but not limited to, the **CITY** Charter, **CITY** Code or ordinances of the **CITY** of San Antonio, Texas then, and in that event, it is the intention of the Parties hereto that such invalidity illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, that there be added as a part of the Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **XI. NOTICES**

For purposes of this Contract, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

### **CITY**

Economic Development Department  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

### **CONTRACTOR**

Mrs. Naoko Shirane  
Shirane International  
Suite 201, 2-15-9 Hiroo  
Shibuya-ku, Tokyo 150  
JAPAN

## **XII. INDEMNIFICATION**

**CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature including, but not limited to, personal or bodily injury, death and property damage made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the Parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or**

demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the Parties to this CONTRACT that the INDEMNITY provided for in this section is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from the consequences of the CITY'S OWN NEGLIGENCE provided, however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

### XIII. LEGAL AUTHORITY

The signer of this Contract for CONTRACTOR represents, warrants, assures and guarantees that she has full legal authority to execute this Contract on behalf of CONTRACTOR and to bind CONTRACTOR to all of the terms, conditions, provisions and obligations herein contained.

### XIV. GENDER

Words of any gender in this Contract shall be held and construed to include any other gender and words in the singular shall be held to include the plural, unless the context otherwise requires.

### XV. CAPTIONS

The captions contained in the Contract are for the convenience of reference only and in no way limit the terms and/or conditions of this Contract.

### XVI. SIGNATURES

CONTRACTOR and CITY, for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained.

*[SIGNATURES APPEAR ON FOLLOWING PAGE]*



**XVII. DATE**

This Contract has been executed in duplicate originals this the \_\_\_\_ day of \_\_\_\_\_, 2011 to be effective as of October 1, 2011.

**CITY OF SAN ANTONIO**

**CONTRACTOR**

\_\_\_\_\_  
Deputy City Manager

\_\_\_\_\_  
Mrs. Naoko Shirane

ATTEST:

APPROVED AS TO FORM:

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

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

# Attachment XXVI

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §

**FUNDING AGREEMENT FOR  
MISSION VERDE ALLIANCE**

This AGREEMENT is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, and the Mission Verde Alliance, a Texas corporation, (hereinafter referred to as "ALLIANCE"), referred to collectively as the "Parties".

WHEREAS, the ALLIANCE is an entity formed by the Green Jobs Leadership Council to coordinate and support the development of a green economy in the San Antonio region; and,

WHEREAS, Ordinance 2010-09-16-0788, passed and approved by the San Antonio City Council on September 16, 2010, appropriated \$100,000.00 in the FY 2011 Budget, to support the planning and formation of the Alliance, these funds were not expended and are being carried forward in the City's FY 2012 Budget, under Ordinance 2011-09-15-\_\_\_\_; and,

WHEREAS, the City agrees to provide the \$100,000.00 appropriated for the Mission Verde Alliance in return for their performance of the services outlined in this Agreement;

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**I. TERM**

1.01 The term of this Agreement is for one year. This AGREEMENT shall begin upon execution by the Parties and shall continue in full force and effect for one year unless terminated earlier in accordance with this Agreement.

**II. GENERAL RESPONSIBILITIES**

2.01 ALLIANCE hereby accepts full responsibility for the performance of all services and activities described in this AGREEMENT to fully implement the Scope of Services. The funds provided for under this AGREEMENT shall only be used for work directly related to the Scope of Services.

2.02 ALLIANCE'S Executive Director shall be ALLIANCE'S designated representative responsible for the management of this AGREEMENT.

2.03 The Director, Office of Environmental Policy ("Director") or his designee is responsible for the administration of this AGREEMENT on behalf of CITY.

2.04 Communications between CITY and ALLIANCE shall be directed to the designated representatives of each as set forth in Article XVIII, of this AGREEMENT.

### **III. SCOPE OF SERVICES**

3.1 ALLIANCE agrees to provide the services described below in exchange for the compensation described in Article IV. "Compensation".

3.2 The Mission Verde Alliance (MVA) is a non-profit organization that will be instrumental in helping San Antonio meeting its future sustainable growth and development goals, as laid out in the SA 2020 plan. This will be accomplished through the MVA's mission of helping build a green economy in San Antonio. For the MVA 2012 budget year, MVA is requesting \$100,000.00 from COSA as income to support organizational start up and operations.

1. Organizational Set up

- Establish Board of Directors
- Establish Executive Committee and other committees as necessary
- Adopt By Laws
- Apply for 501(c)(3) status
- Secure all necessary insurance

2. Staffing

- Hire Staff
- Provide necessary insurance and benefits

3. Office Operations

- Establish a physical office
- Secure necessary office equipment and furniture
- Develop website
- Secure communications for office

4. Strategic Development and Implementation

- Finalize business plan
- Develop 6-month work plans
- Report on implementation of work plans

### **IV. COMPENSATION**

4.01 In consideration of ALLIANCE'S pledge to perform all services and activities set forth in this AGREEMENT, CITY agrees to fund the cost of the Scope of Services in an amount not to exceed \$100,000.00 as appropriated by the San Antonio City Council for this purpose in the Fiscal Year 2012 City of San Antonio Budget, and notwithstanding any other provisions of this AGREEMENT, the total of all payments and other obligations made or incurred by CITY hereunder shall not exceed the sum of \$100,000.00.

4.02 Subject to approval and execution of this AGREEMENT by the CITY, CITY shall provide the ALLIANCE the amount of one hundred thousand dollars (\$100,000.00) within fifteen (15) calendar days following receipt of written notice from CITY of the approval of this AGREEMENT.

4.03 CITY shall not be obligated nor liable under this AGREEMENT to any party, other than ALLIANCE, for payment of any monies or provision of any goods or services.

4.04 Additionally, it is expressly understood and agreed by CITY and ALLIANCE that this AGREEMENT in no way obligates CITY's General Fund monies or any other monies or credits of CITY unless budgeted and appropriated by the CITY. No future funding is guaranteed to be provided to ALLIANCE under this Agreement, and all additional funding shall require prior approval of the City Council.

**V. RECEIPT, DISBURSEMENT AND ACCOUNT  
OF FUNDS BY ALLIANCE**

5.01 ALLIANCE understands and agrees that it shall maintain a numbered account for the receipt and disbursement of all funds received pursuant to this AGREEMENT and further agrees that all checks and withdrawals from such account shall have itemized documentation in support thereof pertaining to the use of CITY funds provided under this AGREEMENT.

5.02 ALLIANCE agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this AGREEMENT. ALLIANCE further agrees:

(A) That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this AGREEMENT and with all generally accepted accounting practices; and

(B) That ALLIANCE's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

5.03 ALLIANCE agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter "records") pertaining to activities pertinent to this AGREEMENT for a minimum of four (4) years from the completion of this Agreement.

**VI. ALLOWABLE EXPENDITURES AND OWNERSHIP OF PROPERTY**

6.01 Upon preparation of a plan and budget by ALLIANCE, ALLIANCE shall submit said budget to CITY. Costs shall be considered allowable only if incurred directly and specifically in the performance of and in compliance with this AGREEMENT and with all city, state and federal laws; regulations and ordinances affecting ALLIANCE's operations hereunder.

6.02 Expenditures of the funds provided under this AGREEMENT shall only be allowed if incurred directly and specifically in the performance of and in compliance with this AGREEMENT and all applicable city, state and federal laws, regulations and/or ordinances.

## **VII. RECORDS RETENTION**

7.1 ALLIANCE and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

7.2 ALLIANCE shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, ALLIANCE shall retain the records until the resolution of such litigation or other such questions. ALLIANCE acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require ALLIANCE to return said documents to City prior to or at the conclusion of said retention.

7.3 ALLIANCE shall notify City, immediately, in the event ALLIANCE receives any requests for information from a third party, which pertain to the documentation and records referenced herein. ALLIANCE understands and agrees that City will process and handle all such requests.

## **VIII. TERMINATION**

8.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article I. Term, or earlier termination pursuant to any of the provisions hereof.

8.2 Termination Without Cause. This Agreement may be terminated by either party upon 30 calendar days written notice, which notice shall be provided in accordance with Article XVIII. Notice.

8.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article XVIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an event for cause under this Agreement:

8.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article VII. Assignment and Subcontracting.

8.4 Upon the effective date of expiration or termination of this Agreement, ALLIANCE shall cease all operations of work being performed by ALLIANCE or any of its subcontractors pursuant to this Agreement.

8.5 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue ALLIANCE for any default hereunder or other action.

8.6 Should a default occur, CITY shall deliver written notice of the default(s) to ALLIANCE, which shall have fifteen (15) calendar days after receipt of the written notice to cure such default(s). If ALLIANCE fails to cure within the fifteen-day cure period, CITY shall have the right to terminate this Agreement in whole or in part as City deems appropriate. In no event shall CITY's termination of this Agreement limit CITY's right at law or equity to seek damages from or otherwise pursue ALLIANCE for any default or other action.

#### **IX. INDEMNIFICATION**

9.1 **ALLIANCE covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to ALLIANCE'S activities under this AGREEMENT including any acts or omissions of ALLIANCE, any agent, officer, director, representative, employee, contractor or subcontractor of ALLIANCE, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT ALLIANCE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

9.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. ALLIANCE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or ALLIANCE known to ALLIANCE related to or arising out of ALLIANCE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at ALLIANCE's cost. The CITY shall have the right, at its option and at its own

expense, to participate in such defense without relieving ALLIANCE of any of its obligations under this paragraph.

9.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by ALLIANCE in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. ALLIANCE shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If ALLIANCE fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and ALLIANCE shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

9.4 Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of ALLIANCE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for ALLIANCE or any subcontractor under worker's compensation or other employee benefit acts.

#### **X. ASSIGNMENT AND SUBCONTRACTING**

10.1 ALLIANCE shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees of ALLIANCE. ALLIANCE, or its employees shall perform all necessary work. Subcontracting of any of the services is prohibited without prior approval of the City.

#### **XI. INDEPENDENT CONTRACTOR**

11.1 ALLIANCE covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that ALLIANCE shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and ALLIANCE, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and ALLIANCE. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the ALLIANCE under this Agreement and that the ALLIANCE has no authority to bind the City.

#### **XII. CONFLICT OF INTEREST**



12.1 ALLIANCE acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

12.2 Pursuant to the subsection above, ALLIANCE warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. ALLIANCE further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

**XIII. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

13.01 ALLIANCE warrants and represents that it will comply with all Federal, State and Local laws and regulations and will use all reasonable efforts to ensure said compliance by any and all contractors and subcontractors that may work on the Scope of Work.

**XIV. LEGAL AUTHORITY**

14.01 ALLIANCE represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

4.02 The signer of this AGREEMENT for ALLIANCE represents, warrants, assures and guarantees that he has full legal authority to execute this AGREEMENT on behalf of ALLIANCE and to bind ALLIANCE to all terms, performances and provisions herein contained.

4.03 The CITY represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

**XV. SEVERABILITY OF PROVISIONS**

15.01 If any clause or provision of this AGREEMENT is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this

AGREEMENT that is invalid, illegal, or unenforceable, there be added as a part of the AGREEMENT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**XVI. NON-WAIVER OF PERFORMANCE**

16.01 No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this AGREEMENT, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this AGREEMENT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

16.02 No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

16.03 No representative or agent of CITY may waive the effect of the provisions of this Article without formal action from the City Council.

**XVII. ENTIRE AGREEMENT**

17.01 This AGREEMENT constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

**XVIII. NOTICES**

18.01 For purposes of this AGREEMENT, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY: \_\_\_\_\_  
\_\_\_\_\_  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

ALLIANCE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**XIX. PARTIES BOUND**

19.01 This AGREEMENT shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

**XX. RELATIONSHIP OF PARTIES**

20.01 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the Parties hereto.

**XXI. TEXAS LAW TO APPLY AND VENUE**

21.01 **This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas and exclusive venue shall lie in Bexar County, Texas.**

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

**XXII. GENDER**

22.01 Words of any gender used in this AGREEMENT shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XXIII. CAPTIONS**

23.01 The captions contained in this AGREEMENT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this AGREEMENT.

**EXECUTED** on this the \_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF SAN ANTONIO**

**MISSION VERDE ALLIANCE**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

ATTEST: \_\_\_\_\_

CITY CLERK

**APPROVED AS TO FORM:**

Michael D. Bernard

City Attorney

\_\_\_\_\_  
By: Assistant City Attorney

# Attachment XXVII

**STATE OF TEXAS** \*

**COUNTY OF BEXAR** \*

**DELEGATE AGENCY CONTRACT  
WITH NEIGHBORHOOD HOUSING  
SERVICES OF SAN ANTONIO**

**CITY OF SAN ANTONIO** \*

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Planning and Community Development pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, and the Neighborhood Housing Services, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Planning and Community Development is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General Fund Operating Budget (hereinafter referred to as "General Fund") for human development services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of \$106,705.00 for a project entitled "Neighborhood Housing Services of San Antonio" (hereinafter referred to as the "Project" or "Program"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

**I. SCOPE OF WORK**

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the **Scope of Work** affixed hereto and incorporated herein for all purposes as Attachment I.

**II. TERM**

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on **October 1, 2011** and shall terminate on **September 30, 2012**.

**III. CONSIDERATION**

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in Ordinance No. \_\_\_\_\_. Said budget is affixed hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of \$106,705.00.

3.2 The funding level of this Contract is based on an allocation from the following funding sources:

\$106,705.00- General Fund

Consequently, Contractor agrees to comply with the **Funding Guide**, affixed hereto and incorporated herein for all purposes as Attachment III.

3.3 This section intentionally left blank

3.4 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate general fund revenue to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option and subject to City Council approval, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

#### IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:

(A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner so long as services have been performed by the subject vendor, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City.

(B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.

(C) The City may deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.

4.3 Contractor shall submit to City no later than the fifteenth (15<sup>th</sup>) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.5 The Contractor shall submit to City all final requests for payment no later than 45 days from the termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.

4.6 Contractor agrees that the City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Contractor).

4.7 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) accurate, current, and complete disclosure of financial support from each Federal, State and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, unobligated balances, assets, equity, outlays, and income;



(C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;

(G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

- 4.8 Contractor agrees that Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.
- 4.9 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the project or projects funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included in the financial statements that are applicable to the Contractor's Project. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.
- 4.10 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to the City. Upon completion or termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be immediately returned by Contractor to the City upon demand. Reimbursement from the Contractor to the City shall be made within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.
- 4.11 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.
- 4.12 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally

responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

## V. PROGRAM INCOME

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:
- (A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or
  - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.
- 5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.
- 5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.
- 5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.
- 5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.
- 5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

## VI. ADMINISTRATION OF CONTRACT

- 6.1 THIS SECTION INTENTIONALLY LEFT BLANK
- 6.2 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of the City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.
- 6.3 Contractor shall not use funds awarded from this Contract as matching funds for any Federal, State or local grant without the prior written approval of the Director of the Managing City Department.
- 6.4 The City shall have the authority during normal business hours to make physical inspections to the operating facility occupied to administer this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.
- 6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal program management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.
- 6.6 Contractor agrees to comply with the following check writing and handling procedures:
- (A) No blank checks are to be signed in advance;
- (B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a \$100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed \$200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.
- (C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amounts back.
- 6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.

## VII. AUDIT

- 7.1 If Contractor expends \$500,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. In addition to the report, a copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to the Managing City Department by Contractor within fifteen (15) days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) days upon the Contractor's receipt of the report.

- 7.2 Contractor agrees that if Contractor receives or expends more than \$500,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (OMBA-133 revision) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within a period not to exceed one hundred twenty (120) days after the end of Contractor's fiscal year to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: <http://gov.fac@census.gov> and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse  
1201 E. 10<sup>th</sup> Street  
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within twenty (20) days of written notification regarding the need for reimbursement.

- 7.3 If Contractor expends less than \$500,000.00 of City dollars during the term of this Contract, then the Contractor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.
- 7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through the City.
- 7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all

such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

- 7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will immediately refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

- 7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

#### VIII. RECORDS, REPORTING, AND COPYRIGHTS

- 8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.
- 8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, including the Contract Monitoring Report which is affixed hereto and incorporated herein as Attachment IV. The Contract Monitoring Report is to be submitted by the Contractor no later than the 5<sup>th</sup> business day of each month. The Contractor ensures that all information contained in all required reports submitted to City is accurate.
- 8.3 Contractor agrees to maintain in confidence all information pertaining to the Project/Projects or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Contractor shall

protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon termination of this Contract, Contractor shall return to City all copies of materials related to the Project/Projects, including the Confidential Information.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

8.6 Ownership of Intellectual Property. Contractor and City agree that the Project/Projects shall be and remain the sole and exclusive proprietary property of City. The Project/Projects shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project/Projects and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project/Projects and the tangible and intangible property rights relating to or arising out of the Project/Projects, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project/Projects shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property

Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project/Projects, including without limitation, any letters patent, copyright, or other protection relating to the Project/Projects, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

- 8.7 Within a period not to exceed 90 days from the termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.
- 8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission shall include but may not be limited to:
- (A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
  - (B) Current Bylaws and Charter;
  - (C) Terms of Officers;
  - (D) Amendments to Bylaws;
  - (E) Schedule of anticipated board meetings for current Fiscal Year;
  - (F) Minutes of board meetings that are approved by the Contractor's board
  - (G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.
- 8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

## IX. INSURANCE

- 9.1 Contractor agrees to comply with the following insurance provisions:
- (A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Managing City Department, which shall be clearly labeled "Neighborhood Housing Services of San Antonio" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Managing City Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
  - (B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereby City may incur increased risk.

(C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

(D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Contractor shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Contract for all purposes.

(E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Department of Planning and Community Development  
P.O. Box 839966  
San Antonio, Texas 78283-3966



(F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.

(H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.

(J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Contract.

(K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

(L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

## X. INDEMNITY

### 10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

**CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all**

costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.

XI. [THIS SECTION INTENTIONALLY LEFT BLANK]

XII. APPLICABLE LAWS

- 12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.
- 12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by Federal, State, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by Contractor hereunder:
- (A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
  - (B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
  - (C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
  - (D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
  - (E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".
- 12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- Government Code Chapter 552 pertaining to Texas Public Information Act found at [www.capitol.state.tx.us/statutes/docs/GV/content/htm/gv.005.00.000552.00.htm](http://www.capitol.state.tx.us/statutes/docs/GV/content/htm/gv.005.00.000552.00.htm)
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

- 12.4 Contractor shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, Contractor agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
- (A) Title VII of the Civil Rights Act of 1964, as amended;
  - (B) Section 504 of the Rehabilitation Act of 1973, as amended;
  - (C) The Age Discrimination Act of 1975, as amended;
  - (D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
  - (E) Fair Labor Standards Act of 1938, as amended;
  - (F) Equal Pay Act of 1963, P.L. 88-38; and
  - (G) All applicable regulations implementing the above laws.
- 12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, Federal, State, and local taxes, fees, special assessments, Federal and State payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to:
- (A) worker's compensation;
  - (B) unemployment insurance;
  - (C) timely deposits of payroll deductions;
  - (D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
  - (E) Occupational Safety and Health Act regulations; and
  - (F) Employee Retirement Income Security Act of 1974, P.L. 93-406.
- 12.6 Contractor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder.
- 12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined

as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

- 12.8 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.
- 12.9 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.
- 12.10 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T.

### XIII. NO SOLICITATION/CONFLICT OF INTEREST

- 13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.
- 13.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 13.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 13.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:
  - (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
  - (B) Have any direct or indirect interest in this Contract or the proceeds thereof.
- 13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10)

percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.

- 13.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, that neither the Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. (If Contractor is a business entity, the Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

#### XIV. TERMINATION

- 14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.
- 14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.
- 14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.
- 14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

## XV. PROHIBITION OF POLITICAL ACTIVITIES

- 15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 15.3 The prohibitions set forth in Article XV., sections 15.1 and 15.2 of this Contract include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
  - (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
  - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
  - (D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.
- 15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.
- 15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

## XVI. PERSONNEL MANAGEMENT

- 16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 16.2 Contractor is permitted to pay its full time employees for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.
- 16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department, as evidenced through a written amendment to this Contract approved by the Director of the Managing City Department.
- 16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization.
- 16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.
- 16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:
- (A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;
  - (B) To serve as a juror;
  - (C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
  - (D) To attend seminars or workshops;
- 16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

## XVII. ADVERSARIAL PROCEEDINGS

- 17.1 Contractor agrees to comply with the following special provisions:
- (A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

- (B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

#### XVIII. CITY-SUPPORTED PROJECT

- 18.1 Contractor shall publicly acknowledge that this Project is supported by the City as directed by the Managing City Department.

#### XIX. EQUIPMENT

- 19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.
- 19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.
- 19.3 Contractor shall maintain records on all items obtained with City funds to include:
  - (A) A description of the equipment, including the model and serial number, if applicable;
  - (B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
  - (C) An indication of whether the equipment is new or used;
  - (D) The vendor's name (or transferred from);
  - (E) The location of the property;
  - (F) The property number shown on the property tag; and
  - (G) A list of disposed items and disposition
- 19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the lost, stolen, missing, damaged and/or destroyed equipment/property. The report submitted by the Contractor to the Managing City Department shall minimally include:
  - (A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
  - (B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and,
  - (C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.
- 19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.



- 19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

#### XX. TRAVEL

- 20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present.
- 20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record in the vehicle. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.
- 20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

#### XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

- 21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

#### XXII. DEBARMENT

- 22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.
- 22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

#### XXIII. ASSIGNMENT

- 23.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

#### XXIV. AMENDMENT

- 24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:
- (A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection and increasing Contract funding during the term of this Contract shall not exceed the foregoing amount;
  - (B) modifications to the Scope of Work set forth in Attachment I hereto, so long as 1) the terms of the amendment stay within the parameters set forth in the Project Description, also set forth in Attachment I hereto;
  - (C) budget line item shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (Attachment II) of this Contract;
  - (D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department.
  - (E) modifications to Article III herein to reduce the total amount of reimbursement that shall be made to the Contractor by City, and to amend the budget accordingly which is set forth in Attachment II hereto, in the event that Contractor does not meet the requirements set forth in Article I Overview of the Funding Guide, which is set forth in Attachment III hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E).
  - (F) modification of the total amount of reimbursement that shall be made to the Contractor by City in order to comply with the expenditure ratio set forth in Section 3.3; and
  - (G) reductions to Article I Scope of Work and Article III Compensation in order to comply with Section 3.4

#### XXV. SUBCONTRACTING

- 25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City.
- 25.2 Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, State and Federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.
- 25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to

each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

- 25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.

#### XXVI. OFFICIAL COMMUNICATIONS

- 26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Director  
Department of Planning and Community Development  
1400 S. Flores, Unit 3  
San Antonio, Texas 78204

Contractor:

Executive Director  
Neighborhood Housing Services of San Antonio  
851 Steves Avenue  
San Antonio, Texas 78210

Notices of changes 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 the change.

#### XXVII. VENUE

- 27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar, County, Texas.

#### XXVIII. GENDER

- 28.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

#### XXIX. AUTHORITY

- 29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the

City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

### XXX. LICENSES AND TRAINING

- 30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

### XXXI. INDEPENDENT CONTRACTOR

- 31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 31.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

### XXXII. SEVERABILITY

- 32.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

### XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high risk" as that term is defined in the City of San Antonio Contracting Policy and Process Manual.

- 33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-risk" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-risk contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response

- 33.2 Contractor acknowledges that the City has identified this Contract as high risk.
- 33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

**XXXIV. ENTIRE CONTRACT**

- 34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF SAN ANTONIO**

**CONTRACTING AGENCY:**

NEIGHBORHOOD HOUSING SERVICES  
OF SAN ANTONIO

BY: \_\_\_\_\_  
David Ellison  
Interim Director  
Department of Planning and  
Community Development

BY: \_\_\_\_\_  
CHRISTOPHER HAAS  
Executive Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Monica Hernandez  
Assistant City Attorney

\_\_\_\_\_  
Board President (if required by Agency)

ATTACHMENTS

- Attachment I – Scope of Work
- Attachment II – Budget
- Attachment III – Funding Guide
- Attachment IV – Contract Monitoring Report

Scope of Work

- I. Delegate Agency: Neighborhood Housing Services of San Antonio (NHS)
- II. PROJECT NAME: NHS General Administration
- III. STATEMENT OF PROJECT RESPONSIBILITY:
  - A. POLICY: Dept. Grants & Monitoring Administration, City of San Antonio  
Board of Directors, Neighborhood Housing Services- SA
  - B. ADMINISTRATION:  
NHS Executive Director
  - C. STAFFING:  
NHS Executive Director
  - D. OPERATIONS:  
NHS Executive Director
  - E. BUDGET & FISCAL MATTERS:  
Grants & Monitoring Administration, City of San Antonio  
NHS Chief Finance Officer
- IV. PROJECT DESCRIPTION:

Funds to reimburse the agency for Administrative Expenses related to providing affordable housing activities to low-income households in San Antonio. Affordable housing activities include first-time homebuyers program and owner-occupied rehabilitation for the disabled. Additional supportive services include pre-and post-purchase homebuyer and homeowner education and counseling, loan underwriting, loan servicing, and construction management and supervision.
- V. PROGRAM OUTCOMES, OBJECTIVES, AND PERFORMANCE INDICATORS:

Direct Program Outcomes reported in HOME contracts.
- VI. SERVICE AVAILABILITY: (Contact Information, i.e. location, phone and days/hours of operation)

Agency: NHS- SA	Hours of Operation:
851 Steves	Monday – Friday
San Antonio, Texas 78210	8:00am – 5:00pm
(210) 533-6673	
- VII. TARGET POPULATION:

Program activities are designed to assist low-income individuals/families with incomes at or below 80% of AMI adjusted for family size.
- VIII. ELIGIBILITY CRITERIA:

Contained in City of San Antonio Housing Policy Guide
- IX. FEES: Not Applicable
- X. SPECIAL CONSIDERATIONS: Not Applicable



Agency:  
 Project Name:  
 Project Number:

Neighborhood Housing Services- San Antonio  
 General Agency Administration  
 General Fund FY 11-12

Attachment II

Sources and Uses

<b>SOURCES</b>	<b>Funding Source 1:</b>	<b>Funding Source 2:</b>	<b>Funding Source 3:</b>	<b>Funding Source 4:</b>	<b>Funding Source 5:</b>	<b>Funding Source 6:</b>	<b>Funding Source 7:</b>	<b>TOTAL</b>
Funding Source Name	COSA - OO & ADA Rehab	COSA - FTHB	COSA- General Funds	NeighborWorks	Foundations	Contributions	Others	
Award Amount	\$ 1,041,749	\$ 225,000	\$106,705	\$692,500	\$30,000	\$75,000	\$1,926,653	\$4,097,607
2nd Lien Gap								\$0
Financing Fees								\$0
Origination Fees								\$0
Credit Reports								\$0
Title Reports								\$0
Recordation Fees								\$0
Legal Fees								\$0
Appraisals								\$0
Loan Processing Fees								\$0
Developer's Fees								\$0
Marketing								\$0
Other:								\$0
Pre-Development								\$0
1st Lien Private								\$0
FHLB								\$0
ADDI								\$0
Wells Green Grant							\$3,000	\$3,000
2nd Mortg RLF		\$ 225,000		\$100,000			\$1,433,100	\$1,758,100
NorWest								\$0
Private							\$0	\$0
<b>TOTAL</b>	<b>\$ 1,041,749</b>	<b>\$225,000</b>	<b>\$106,705</b>	<b>\$692,500</b>	<b>\$30,000</b>	<b>\$75,000</b>	<b>\$1,926,653</b>	<b>\$4,097,607</b>



# Attachment XXVIII

STATE OF TEXAS       §  
  §                     DONATION AGREEMENT  
COUNTY OF BEXAR   §

This AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“CITY”), acting by and through its City Manager or designee, pursuant to Ordinance No. 2010-11-18-0997, passed and approved on November 18, 2010, and Glazer’s Wholesale Drug Company, Inc. d/b/a Glazer’s Distributors (“GLAZER’s”), a Texas Corporation, acting by and through its Vice President, Mr. Jack Westenberg, (collectively the “Parties”).

**WHEREAS**, GLAZER’s plans to construct a state-of-the-art, LEED-certified facility at the Southwest Business and Technology Park located on the southeast corner of State Highway 151 and S. Callaghan Road (the “Property”); and

**WHEREAS**, GLAZER’s plans to invest \$26 million in the Property and create 100 jobs at the Property, which is located within the Inner City Reinvestment/Infill Policy (ICRIP) Target Area; and

**WHEREAS**, it is the intent of the Parties that CITY and GLAZER’s shall enter into a 10-year tax abatement agreement on the Property, that CITY shall nominate GLAZER’s for designation as a State Enterprise Project, that GLAZER’s shall purchase the Property at the discounted rate of \$0.98/square foot and that CITY shall provide other economic incentives, such as CITY development and SAWS Impact Fee waivers and payment of the storm water fee up to the amount of \$105,000.00; and

**WHEREAS**, in return for these incentives, GLAZER’s agrees to cooperate with CITY in developing an exit strategy from its current Eastside location and GLAZER’s agrees to make the contribution set forth in this Donation Agreement (“Agreement”); **NOW THEREFORE**

For and in consideration of the following mutual promises and obligations, the Parties agree as follows:

1. GLAZER’s shall donate to CITY for the benefit of San Antonio for Growth on the Eastside (“SAGE”) the following amounts: (a) one hundred thirty three thousand three hundred thirty three dollars and thirty three cents (\$133,333.33) on or before the 1<sup>st</sup> day of April, 2011; (b) one hundred thirty three thousand three hundred thirty three dollars and thirty three cents (\$133,333.33) on or before the 1<sup>st</sup> day of April, 2012; and (c) one hundred thirty three thousand three hundred thirty three dollars and thirty four cents (\$133,333.34) on or before the 1<sup>st</sup> day of April, 2013.
2. CITY shall serve as the fiscal agent for SAGE for the funds provided for in Paragraph 1 and shall only use and provide this funding to reimburse SAGE operating costs to support CITY’S Eastside revitalization efforts.
3. GLAZER’s represents, warrants, assures, and guarantees that it possesses the legal authority to enter into this Agreement and to perform the responsibilities required under this Agreement. The signer of this Agreement for GLAZER’S represents, warrants, assures, and guarantees that he or she has full legal authority to execute this Agreement on behalf of GLAZER’s and to bind GLAZER’s to all terms, performances and provisions of this Agreement.

4. All alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing executed by both CITY and GLAZER's, and subject to the approval of the City Council of the City of San Antonio, when such approval is required.

5. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws including, but not limited to, the City Charter, City Code or City ordinances, then, and in that event, it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

6. No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

7. No act or omission of a Party shall in any manner impair or prejudice any right, power, privilege or remedy available to such Party hereunder or by law or in equity, such rights, powers, privileges, or remedies are specifically preserved by this Agreement.

8. This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless this Agreement is amended as required in Paragraph 4.

9. In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, CITY shall use reasonable rules of construction, but shall have the final authority to render or secure an interpretation.

10. For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

GLAZER'S:

Pat DiGiovanni, Deputy City Manager  
100 Military Plaza  
San Antonio, Texas 78205

Jack Westenberg, Vice President  
14911 Quorum Drive, Suite 400  
Dallas, Texas 75254

with a copy to:

Alan N. Greenspan  
Executive Vice President & General Counsel  
14911 Quorum Drive, Suite 400  
Dallas, Texas 75254

11. GLAZER's covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY and that the doctrine of *respondeat superior* shall not apply as between CITY and GLAZER's, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between CITY and GLAZER's.

12. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

13. This Agreement shall commence upon final execution and expire sixty (60) days after full compliance by GLAZER's with Paragraph 1.

14. This Agreement shall automatically terminate in the event of termination of the tax abatement agreement between the Parties concerning the Property.

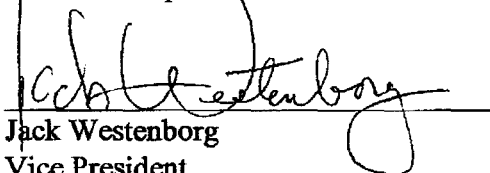
EXECUTED in duplicate originals this 14<sup>th</sup> day of December 2010.

**CITY OF SAN ANTONIO**  
A Texas Municipal Corporation



Pat DiGiovanni  
Deputy City Manager

**GLAZER'S WHOLESALE DRUG COMPANY, INC.**  
d/b/a **GLAZER'S DISTRIBUTORS**  
A Texas Corporation



Jack Westenberg  
Vice President

**ATTEST:**



Leticia Vacek  
City Clerk



**APPROVED AS TO FORM:**



Leslie O. Haby  
Assistant City Attorney

STATE OF TEXAS

§  
§  
§  
§

**AGREEMENT TO USE FUNDS OF  
THE CITY OF SAN ANTONIO**

COUNTY OF BEXAR

This Agreement ("AGREEMENT") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation acting by and through its City Manager pursuant to Ordinance No. 2010-11-18-0998, dated November 18, 2010 and San Antonio for Growth on the Eastside, Inc. ("SAGE"), a Texas non-profit corporation; collectively, the "Parties".

**WHEREAS**, the City Council (the "Council") of the CITY has recognized the community revitalization efforts and mission of SAGE to serve historically underutilized areas of the City; and

**WHEREAS**, in furtherance of these efforts, the Council expressed support for SAGE in its efforts to form a business assistance and community revitalization program for economic development purposes (the "Program"); and

**WHEREAS**, to further assist SAGE in its Program efforts, ACCION Texas ("Accion") has agreed to serve as the underwriting and servicing agent of SAGE loans issued pursuant to the Program; and

**WHEREAS**, CITY has provided certain funds from its Economic Development Incentive Fund (EDIF) and General Fund for use by SAGE as a one-time allocation from the CITY's adopted budget; and

**WHEREAS**, CITY designates its Center City Development Office as the City Department, acting for its City Manager, responsible for the evaluation and monitoring of this AGREEMENT (hereinafter referred to as "CITY's RESPONSIBLE DEPARTMENT"). The Department of Finance and other City departments will function in a supporting role; and

**WHEREAS**, CITY now wishes to engage SAGE in meeting such objectives and following such procedures as described in this AGREEMENT and in ATTACHMENT I of this Contract pursuant to the Program; **NOW THEREFORE**:

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

**I. GENERAL PROVISIONS**

1. SAGE is a non-profit corporation governed by a Board of Directors with a mission of advocating and working for the area business community toward the building and sustaining of a diverse and prosperous economy.
2. SAGE, in furtherance of its mission, provides loans and grants to small, diverse businesses that are unable to obtain full or partial financing through standard banking institutions.
3. SAGE agrees by the execution of this AGREEMENT to comply with any and all provisions of this AGREEMENT and accept administrative and fiscal responsibility for the use and documentation of expenditures of funds provided by CITY.
4. SAGE represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or

taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

5. The signer of this AGREEMENT for SAGE represents, warrants, assures and guarantees that he or she has full legal authority to execute this AGREEMENT on behalf of SAGE and to bind SAGE to all terms, performances and provisions herein contained.
6. In the event that a dispute arises as to the legal authority of either SAGE, or the person signing on behalf of SAGE, to enter into this AGREEMENT, CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this AGREEMENT. Should CITY suspend or permanently terminate this AGREEMENT pursuant to this paragraph, however, SAGE shall be liable to CITY for any money it has received from CITY for performance of any of the provisions herein.
7. SAGE understands that the funds provided pursuant to this AGREEMENT are funds which have been made available by CITY's EDIF fund and General fund and SAGE will, therefore, comply with all rules, regulations, policies and procedures applicable to these funds as directed by CITY.
8. SAGE and CITY agree that SAGE is an independent contractor, that SAGE shall be responsible to all Parties for its respective acts and omissions, and that CITY shall in no way be responsible therefore, and that neither has authority to bind the other, or hold out to third parties that it has the authority to bind the other.
9. SAGE understands and agrees that this AGREEMENT is subject to mutual termination. Therefore, either Party shall have the option of terminating this AGREEMENT by giving the other Party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent. If either Party exercises the option of terminating this AGREEMENT, any and all unused funds either allocated and in possession of SAGE or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to SAGE under the terms of this AGREEMENT; or (2) retain any and all funds allocated but not distributed to SAGE.
10. SAGE understands and agrees that this AGREEMENT may be revised and updated by and at the discretion of the City Council of the City of San Antonio. Therefore, SAGE agrees that, at such time as any revisions are so made during the term hereof, this AGREEMENT will be amended to include such revisions. In the event that SAGE does not agree to any changes, SAGE shall have the option of terminating this AGREEMENT by giving thirty (30) days written notice to CITY. SAGE shall have the right to exercise such option within thirty (30) days of receipt of notice of any such revisions.
11. SAGE understands and agrees that this AGREEMENT is subject to a general reduction in funding. If and when CITY implements a reduction in EDIF Fund and/or General Fund expenditures, agreements funded by CITY's EDIF Fund and/or General Fund, including this AGREEMENT may, at CITY's option, be reduced in a like manner. CITY will attempt to provide SAGE with as much advance notice of a potential funding reduction as is possible to allow SAGE to make budget adjustments.
12. In no event shall CITY be liable for any expense of SAGE not eligible or allowable hereunder.
13. Should SAGE fail to fulfill in a timely and proper manner the obligations under this AGREEMENT, as determined solely by the Director of the City's RESPONSIBLE DEPARTMENT or if SAGE should violate any of the covenants, conditions or

stipulations of this AGREEMENT, CITY shall have the right to terminate this AGREEMENT by sending written notice to SAGE of such termination and specifying the effective date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.

- a. Previous breach of any of the terms or conditions herein shall not be construed as a waiver of same nor preclude CITY's termination right for successive breach of the same condition.
  - b. Notwithstanding the above, SAGE shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.
  - c. In addition to the above provisions, the City Council shall have the right to terminate this Agreement at any time upon a finding by ordinance that SAGE's activities, programs or operations no longer are in the best interest of the City of San Antonio or its citizens. Adequate provisions shall be made for SAGE to be heard by the City Council prior to voting on such an ordinance. The effective date of the termination shall be set in the ordinance.
14. Should this AGREEMENT be terminated by any Party for any reason and the program objectives not fully completed as stated in Section II of this AGREEMENT as determined solely by CITY after consultation with SAGE, SAGE shall refund unused funds either allocated and in possession of SAGE or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to SAGE under the terms of this AGREEMENT; or (2) retain any and all funds allocated but not distributed to SAGE.
  15. Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on December 10, 2010 and shall terminate on December 10, 2011. This AGREEMENT may be renewed annually, for up to two (2) years, subject to appropriation of funds by City Council.
  16. SAGE shall establish and use internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action and to prevent frauds and program abuse. CITY shall review, and SAGE shall allow review of, SAGE's system of internal administrative and accounting controls, as it deems necessary to ensure financial responsibility.
  17. SAGE warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon any other agreement or understanding for a commission, percentage, brokerage, or contingent fee, and further that no such understanding or agreement exists or has existed, with any employee of SAGE or CITY.
  18. SAGE may leverage funds provided hereunder either directly or indirectly as a contribution in order to obtain any federal funds under any federal program that is consistent with the program objectives herein, upon prior written approval by CITY's RESPONSIBLE DEPARTMENT.
  19. SAGE is authorized to publicly acknowledge that the City of San Antonio is supportive of the objectives as described in this AGREEMENT and ATTACHMENT I and has contributed to the cause of realizing such objectives.
  20. SAGE acknowledges that this AGREEMENT cannot be assigned without the express written consent of CITY's RESPONSIBLE DEPARTMENT.

21. SAGE shall not use funds from this AGREEMENT for purposes other than those listed in Section II of this Contract without prior written consent of the CITY's RESPONSIBLE DEPARTMENT.

## II. SCOPE OF SERVICES

1. SAGE shall utilize up to one hundred thousand dollars (\$100,000.00) provided by CITY from its EDIF Fund for the funding or partial funding of SAGE toward its Program. All funds utilized shall be in compliance with the CITY's EDIF Fund Guidelines and shall be used only for economic development purposes. These funds shall be advanced and distributed to SAGE in one amount, to be distributed soon after the effective date of a duly passed ordinance by the City Council of the City of San Antonio authorizing the execution of this AGREEMENT.
2. SAGE shall utilize up to forty thousand dollars (\$40,000.00) provided by CITY from its General Fund for the funding or partial funding of SAGE for any economic development purpose. All funds utilized shall be in compliance with the CITY'S EDIF Fund Guidelines and shall be used only for economic development purposes. These funds shall be advanced and distributed to SAGE in one amount, to be distributed soon after the effective date of a duly passed ordinance by the City Council of the City of San Antonio authorizing the execution of this AGREEMENT.
3. CITY shall provide four hundred thousand dollars (\$400,000.00) to SAGE, contingent upon said funds being donated by Glazer's Wholesale Drug Company, Inc. d/b/a Glazer's Distributors ("Glazer's") to CITY on behalf of SAGE for its operating expenses and pursuant to the Donation Agreement between Glazer's and CITY, attached hereto and incorporated herein in substantially final form as Attachment II. These funds shall be remitted to SAGE in annual installments following and contingent upon Glazer's donation to CITY, subject to the donation schedule indicated in Paragraph 1 of the Donation Agreement in Attachment II. SAGE shall also fulfill the following requirements:
  - a. SAGE shall provide CITY's RESPONSIBLE DEPARTMENT with proper documentation verifying receipt of year 2010 and 2011 funding commitments from all other specified sources for SAGE, if any.
  - b. SAGE shall provide CITY's RESPONSIBLE DEPARTMENT quarterly budget reports outlining contributions and expenditures (to include all sources of funding).
  - c. SAGE shall submit all required and requested documents to CITY's RESPONSIBLE DEPARTMENT for proper review of SAGE expenditures and activities. Any requests for Fiscal Year 2012 funding must be submitted to CITY's RESPONSIBLE DEPARTMENT by June 1, 2011.
4. The CITY's RESPONSIBLE DEPARTMENT is assigned monitoring responsibility for this AGREEMENT. SAGE will provide CITY's staff, including internal auditors, EEO officers and other persons as designated by CITY, such as independent public accountants, access during regular business hours, as deemed necessary by CITY for the purposes of auditing, monitoring, evaluating, coordinating, investigating and making excerpts and/or copies of any and all of SAGE's books, records and files on the objectives covered by this AGREEMENT. SAGE understands that CITY may require any and all books, records and files of SAGE necessary to ensure SAGE's compliance and use of generally accepted governmental accounting principles.



- a. All such records shall continue to be available for inspection and audit for a period of five (5) years after the termination date hereof. However, if an audit or investigation of SAGE begins during the course of this five-year period, then SAGE is required to maintain said records until such time as the audit or investigation is completely finished.
  - b. SAGE agrees that during the term of this AGREEMENT, any duly authorized representative of CITY's RESPONSIBLE DEPARTMENT shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this AGREEMENT.
  - c. The submission of falsified information or the failure to timely submit all information by SAGE as requested by CITY is grounds for termination of this AGREEMENT.
5. SAGE agrees to abide by the CITY's current Ethics Code or any amendment or revisions thereto. SAGE will establish safeguards to prohibit anyone whose position is funded or partially funded by this AGREEMENT from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business or other ties. CITY may, at its option, cancel this AGREEMENT for any violation of this section.
  6. SAGE agrees to establish internal procedures that ensure employees funded or partially funded by this AGREEMENT have an established complaint and grievance policy.
    - a. Such grievance policy will include procedures to receive, investigate and resolve complaints and grievances in an expeditious manner.
    - b. In the event no complaint and grievance policy has been established, SAGE will follow the procedures outlined in the San Antonio Municipal Civil Service rules in regard to employees funded or partially funded by this AGREEMENT.

### **III. FISCAL MANAGEMENT**

1. An accounting system using generally accepted accounting principles for governmental entities which accurately reflects all costs chargeable (paid and unpaid) to this AGREEMENT is mandatory.
2. SAGE will establish an account in a commercial bank as a depository for receipt and expenditure of all funds provided hereunder. A separate account shall be maintained for funds under this AGREEMENT to assure separation of funds, unless otherwise approved by the CITY's RESPONSIBLE DEPARTMENT.
3. No fees may be charged to or donations requested from participants in any CITY-funded agreement without the prior written approval of the CITY's RESPONSIBLE DEPARTMENT.
4. To the extent allowed by law, SAGE covenants and agrees to **FULLY INDEMNIFY and HOLD HARMLESS** the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature including, but not limited to, personal or bodily injury, death and property damage made upon the CITY directly or indirectly arising out of, resulting from or related to SAGE'S activities under this Agreement, including any

acts or omissions of SAGE, any agent, officer, director, representative, employee, consultant or subcontractor of SAGE, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death or property damage. **IN THE EVENT SAGE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. SAGE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or SAGE that is known to SAGE, related to or arising out of SAGE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at SAGE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving SAGE of any of its obligations under this paragraph.

5. Upon completion or termination of the objectives as described in this AGREEMENT, any unused funds, rebates or credits must immediately be returned by SAGE to CITY.
6. SAGE shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.
7. Should any expense or charge that has been paid with funds from this AGREEMENT be subsequently disapproved or disallowed as a result of any site review or audit, SAGE will immediately refund such amount to CITY. SAGE further authorizes CITY, if CITY so elects, to deduct such amount or charge as a claim against future payments, if any. The CITY's RESPONSIBLE DEPARTMENT has the express authority to deduct such claims from subsequent reimbursements.
8. Audit Conditions and Requirements:
  - a. CITY, a political entity, unlike a business for profit, is more interested in knowing if agencies have accomplished or achieved the objectives as stipulated in their contracts and/or agreements, as opposed to certifications that the Balance Sheet fairly represents the financial position at a given date. Therefore, it is essential that City is made aware of progress made upon this AGREEMENT. Following 30 days after a written request by City, SAGE shall submit a written report stating what has been accomplished to date and the most current percentage of completion of the total contract that has been performed.
  - b. It is imperative any auditor performing an audit of SAGE read the entire AGREEMENT, including all attachments, between the CITY and SAGE, since the budget and financial compliance of the AGREEMENT is only a portion of the total contractual obligation.
  - c. All CITY-funded contracts and agreements, including this AGREEMENT, are subject to periodic audits at any reasonable hour of the day by CITY auditors. This

includes the auditing of both SAGE and subcontractors related to this AGREEMENT.

- d. If SAGE expends \$50,000.00 or more in general fund dollars during the term of this contract, then SAGE shall furnish the CITY'S RESPONSIBLE DEPARTMENT and other City Departments designated by the RESPONSIBLE DEPARTMENT with audited financial statements, prepared by an independent auditor (CPA), within one hundred and twenty (120) days of the close of SAGE's fiscal year or within thirty days of the completion of any audit performed. In addition to the audited financial statements, a copy of any internal controls review, audit exceptions and management letter should be submitted. The audited financial statements must include a schedule of receipts and disbursements by budgeting cost category and a certification from SAGE stating whether or not the terms and conditions of the contract were met. If the CITY determines, in its sole discretion, that SAGE is in violation of the above requirements, the CITY shall have the right to dispatch auditors of its choosing to conduct the required audit and to have SAGE pay for such audit. In addition, when SAGE has expended federal or state funds that exceed the single audit threshold amount in effect during the period of this contract, the audit shall be conducted in accordance with the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget Circular A-133 (latest revision), and/or the State of Texas Single Audit Circular.

9. SAGE understands and agrees to abide by and adhere to applicable federal, state and CITY provisions regarding financial accounting.

#### IV. INSURANCE REQUIREMENTS

1. Prior to the commencement of any work under this Agreement, SAGE shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Responsible Department, which shall be clearly labeled "San Antonio for Growth on the Eastside Agreement To Use Funds" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Responsible Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
2. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
3. SAGE's financial integrity is of interest to the City; therefore, subject to SAGE's right to maintain reasonable deductibles in such amounts as are approved by the City, SAGE shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at SAGE's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1.. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  \$100,000
2. Directors and Officers (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

4. SAGE agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of SAGE herein, and provide a certificate of insurance and endorsement that names the SAGE and the CITY as additional insureds. SAGE shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.
  
5. As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). SAGE shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. SAGE shall pay any costs incurred resulting from said changes.

City of San Antonio  
 Attn: \_Int'l & Economic Development Dept.  
 P.O. Box 839966  
 San Antonio, Texas 78283-3966

6. SAGE agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
  - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
7. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, SAGE shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend SAGE's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
  8. In addition to any other remedies the City may have upon SAGE's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order SAGE to stop work hereunder, and/or withhold any payment(s) which become due to SAGE hereunder until SAGE demonstrates compliance with the requirements hereof.
  9. Nothing herein contained shall be construed as limiting in any way the extent to which SAGE may be held responsible for payments of damages to persons or property resulting from SAGE's or its subcontractors' performance of the work covered under this Agreement.
  10. It is agreed that SAGE's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
  11. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..
  12. SAGE and any Subcontractors are responsible for all damage to their own equipment and/or property.

**V. EQUAL EMPLOYMENT OPPORTUNITY POLICY**

1. SAGE agrees to post in a conspicuous place available to employees and applicants for employment funded or partially funded under this AGREEMENT, notices to be provided by the contracting officer setting forth the provisions of this Nondiscrimination Clause.
2. SAGE will, in all solicitations or advertisements for employees placed by or on behalf of SAGE, state that all qualified applicants will receive fair consideration for employment

without regard to race, color, national origin, religion, sex, age, disability, or political belief or affiliation.

3. SAGE agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Nondiscrimination Clause and any additional policies as may be required as a result of local, state or federal initiatives. SAGE will furnish all information and reports requested by CITY and will permit access to books, records and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.
4. In the event of SAGE's failure or refusal to comply with this Nondiscrimination Clause, this AGREEMENT may be canceled, terminated or suspended in whole or in part, and SAGE may be debarred from further contracts with CITY.

## **VI. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS**

1. SAGE further represents and warrants that:
  - a. All information, data or reports heretofore or hereafter provided to CITY shall be and shall remain complete and accurate as of the date shown on the information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;
  - b. Any supporting financial statements heretofore or hereafter provided to CITY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of SAGE on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to CITY, there has been no material change, adverse or otherwise, in the financial condition of SAGE;
  - c. No litigation or proceedings are presently pending or threatened against SAGE or if pending have been disclosed by SAGE in writing to CITY;
  - d. None of the provisions contained herein contravene or in any way conflict with the authority under which SAGE is doing business, or with the provisions of any existing indenture or agreement of SAGE;
  - e. SAGE has the legal authority to enter into this AGREEMENT and accept payments hereunder, and has taken all necessary measures to authorize such execution of AGREEMENT and acceptance of payments pursuant to the terms and conditions hereof; and
  - f. None of the assets of SAGE are subject to any lien or encumbrance of any character, except as shown in the financial statements provided by SAGE to CITY.

## **VII. LEGAL/LITIGATION EXPENSES**

1. Under no circumstances will the funds received under this AGREEMENT or any other funds received from CITY be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY. SAGE must obtain the written approval of the City Attorney's Office before any funds received under this AGREEMENT may be used in any adversarial proceeding against any other governmental entity or any other public entity.
2. During the term of this AGREEMENT, if SAGE files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all

access to the funding provided for hereunder may terminate if it is found that SAGE has violated this Article.

3. SAGE, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.
4. For purposes of this Article, "adversarial proceedings" include any cause of action filed by SAGE in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

#### **VIII. CHANGES AND AMENDMENTS**

1. Except when the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and SAGE.
2. It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this AGREEMENT and that any such changes shall be automatically incorporated into this AGREEMENT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

#### **IX. SEVERABILITY OF PROVISIONS**

If any clause or provision of this AGREEMENT is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this AGREEMENT that is invalid, illegal, or unenforceable, there be added as a part of this AGREEMENT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

#### **X. NON-WAIVER OF PERFORMANCE**

1. No waiver by CITY of a breach of any of the terms, conditions, covenants or guarantees of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of CITY to insist in any one or more cases upon the strict performance of any of the covenants of this AGREEMENT, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by any Party hereto of any provision of this AGREEMENT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.
2. No act or omission of CITY shall in any manner impair or prejudice any right, power, privilege, or remedy available to CITY hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.
3. No representative or agent of CITY may waive the effect of the provisions of this Article.

**XI. SPECIAL CONDITIONS**

1. All SAGE invoices for eligible expenditures pursuant to this AGREEMENT must be submitted to CITY's RESPONSIBLE DEPARTMENT by SAGE no later than ninety (90) days after SAGE incurs the expense.
2. SAGE understands and agrees that SAGE is required to refund money, pursuant to 80(R) HB 1196, that SAGE has received from CITY through this Agreement, in the event of SAGE's conviction of knowingly employing an undocumented worker, with repayment required within six months of final conviction. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.

**XII. ENTIRE AGREEMENT**

This AGREEMENT constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

**XIII. NOTICE**

1. For purposes of this AGREEMENT, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

Director  
Center City Development Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

SAGE:

Executive Director  
San Antonio for Growth on the Eastside  
1149 East Commerce Street  
San Antonio, Texas 78205

and

City Attorney's Office  
Commerce & Visitor's Services  
City Hall, 3<sup>rd</sup> Floor  
San Antonio, Texas 78205

2. Notice of changes of address by any Party must be made in writing and delivered (or mailed, registered or certified mail, postage prepaid) to the other Party's last known address within five (5) business days of such change.

**XIV. PARTIES BOUND**

This AGREEMENT shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

**XV. GENDER**

Words of gender used in this AGREEMENT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.



**XVI. RELATIONSHIP OF PARTIES**

Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

**XVII. TEXAS LAW TO APPLY**

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.


**XVIII. CAPTIONS**

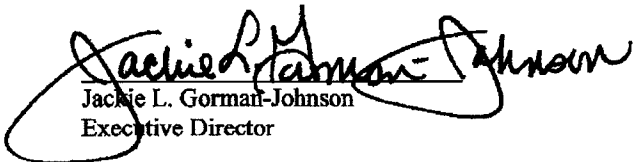
The captions contained in this AGREEMENT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this AGREEMENT.

EXECUTED IN DUPLICATE ORIGINALS this 14th day of December 2010.

CITY OF SAN ANTONIO

SAN ANTONIO FOR GROWTH  
ON THE EASTSIDE

  
\_\_\_\_\_  
Sheryl Sculley  
City Manager

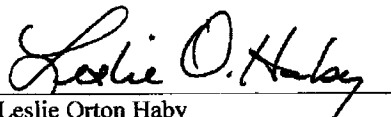
  
\_\_\_\_\_  
Jackie L. Gorman-Johnson  
Executive Director

ATTEST:

  
\_\_\_\_\_  
Leticia Vacek  
City Clerk



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie Orton Haby  
Assistant City Attorney

## **ATTACHMENT I**

Business Assistance and  
Community Investment Program (the "Program")  
Utilizing Appropriated EDIF Funds

**Fiscal Agent:** SAGE – SAGE will maintain a separate checking account for EDIF funds

**Potential Use of Funds for Economic Development Purposes:**

1. Loans to businesses/projects (pursuant to Loan Guidelines and in compliance with EDIF Guidelines)
2. Grants to businesses/projects

**Process Flow of Funds:**

*Loan Program -*

- a. SAGE will maintain a loan servicing agreement with ACCION Texas; SAGE will use its existing loan guidelines and parameters
2. SAGE staff source loan opportunities in the Eastside of San Antonio.
3. Once identified, loan is presented for approval to:
  - a. ACCION Loan Officers (for review and recommendation)
  - b. SAGE Project Development Committee
  - c. SAGE Board of Directors for final approval.
4. If approved, ACCION prepares the loan documents and serves as Loan Administrator to service loans and maintain accounting reports evidencing loan performance. SAGE staff will be available to ACCION staff to assist in servicing.

*Grant Program –*

1. SAGE will identify grant opportunities for businesses or projects in the Eastside of San Antonio.
2. Once identified, grant is proposed to:
  - a. SAGE Project Development Committee
  - b. SAGE Board of Directors (Board action required)
  - c. If approved, grant is made to business/project under an Economic Development Grant Agreement with performance measures.
  - d. SAGE disburses grant to designated/contracted recipient in accordance with the terms of the Grant Agreement.

**Reporting**

1. SAGE will provide quarterly reports on the on the use of these funds to include:
  - a. Loan Program
    - i. Number of Applications Received
    - ii. Number of Loans Awarded
    - iii. Name of Recipient Business, Description of Project, Dollar Amount of Loan and Loan Terms on each individual loan
    - iv. Total dollar amount of loans awarded during the period
    - v. Total dollar amount of loans awarded over the life of the fund
    - vi. Total dollar amount of payments received on loans during reporting period
    - vii. Number and total dollar amount of loans in default (if any)
  - b. Grant Program
    - i. Number of Applications Received
    - ii. Number of Grants Awarded
    - iii. Name of Recipient Business, Description of Project and Dollar Amount of Grant
    - iv. Total dollar amount of grants award during the period
    - v. Total dollar amount of grants awarded during the life of the fund

**ATTACHMENT II**

**AMENDMENT 1 TO THE AGREEMENT TO USE FUNDS  
BETWEEN THE CITY OF SAN ANTONIO  
AND SAN ANTONIO FOR GROWTH ON THE EASTSIDE**

STATE OF TEXAS

COUNTY OF BEXAR

**Section 1: Parties and Purpose**

The CITY OF SAN ANTONIO (hereinafter "CITY"), a Texas municipal corporation, acting by and through its City Manager or her designee pursuant to Ordinance No. 2011-09-\_\_\_\_\_ and SAN ANTONIO FOR GROWTH ON THE EASTSIDE (hereinafter "SAGE") hereby agree to amend the Agreement to Use Funds approved by Ordinance 2010-11-18-0998 concerning use of funds granted by CITY for the benefit of SAGE (hereinafter "Agreement").

The Parties hereto severally and collectively agree, and by execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described:

**Section 2:** Article II "Scope of Services" Paragraph 3 is deleted in its entirety and replaced with the following language:

CITY shall provide four hundred thousand dollars (\$400,000.00) to SAGE, contingent upon said funds being donated by Glazer's Wholesale Drug Company, Inc. d/b/a Glazer's Distributors ("Glazer's") to CITY on behalf of SAGE for its operating expenses pursuant to the Donation Agreement between Glazer's and CITY, attached to and incorporated within the original Agreement as Attachment II. These funds shall be remitted to SAGE in annual installments following, and contingent upon, Glazer's donation to CITY, in the schedule as follows: (a) one hundred thirty three thousand three hundred thirty three dollars and thirty three cents (\$133,333.33) on or before the 1<sup>st</sup> day of April, 2011; (b) one hundred thirty three thousand three hundred thirty three dollars and thirty three cents (\$133,333.33) on or before the 1<sup>st</sup> day of April, 2012; and (c) one hundred thirty three thousand three hundred thirty three dollars and thirty four cents (\$133,333.34) on or before the 1<sup>st</sup> day of April 2013. SAGE shall also fulfill the following requirements:

- a. SAGE shall provide CITY's RESPONSIBLE DEPARTMENT with proper documentation verifying receipt of year 2010 and 2011 funding commitments from all other specified sources for SAGE, if any.
- b. SAGE shall provide CITY's RESPONSIBLE DEPARTMENT quarterly budget reports outlining contributions and expenditures (to include all sources of funding).

- c. SAGE shall submit all required and requested documents to CITY's RESPONSIBLE DEPARTMENT for proper review of SAGE expenditures and activities. Any requests for Fiscal Year 2012 funding must be submitted to CITY's RESPONSIBLE DEPARTMENT by June 1, 2011.

EFFECTIVE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011.

CITY OF SAN ANTONIO

SAN ANTONIO FOR GROWTH ON  
THE EASTSIDE

\_\_\_\_\_  
Pat DiGiovanni  
DEPUTY CITY MANAGER

  
Jackie L. Gorman-Johnson  
EXECUTIVE DIRECTOR

ATTEST:

\_\_\_\_\_  
Leticia Vacek  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie O. Haby  
ASSISTANT CITY ATTORNEY

# Attachment XXIX

STATE OF TEXAS

COUNTY OF BEXAR

FUNDING AGREEMENT

CITY OF SAN ANTONIO

This Agreement (the "Agreement") is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. \_\_\_\_\_ dated September \_\_\_\_\_, 2011, and the San Antonio Zoological Society, (hereinafter referred to as "Zoo").

WITNESSETH:

WHEREAS, the Department of Parks and Recreation is designated as the managing City Department for the City; and

WHEREAS, the City has adopted a budget for expenditure of Hotel Occupancy Tax funds, and included therein is an allocation of \$306,597 funds for the San Antonio Zoo (hereinafter referred to as "Project" or "Program");

NOW THEREFORE:

The parties hereto agree as follows:

1. The Zoo will operate and open to the public a zoo of a like quality and similar operating hours as it has historically done, and carry out all activities and services in a manner satisfactory to the AZA and in compliance with the budget submitted and attached as Exhibit A.
2. In consideration, the City will pay Zoo, as requested by the Zoo from time to time for those certain expenditures set out in Exhibit A attached hereto an amount, which, in aggregate will not exceed the amount of \$306,597 (the "Funds").
3. Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2011 and shall terminate on September 30, 2012.

(a) The Zoo understands that this Agreement will terminate as provided in this Section, and that there is no guarantee of renewal for the following fiscal year.

4. All Funds and accounts into which the Zoo may deposit the Funds will be subject to audit and review according to the City Operational Guidelines and City of San Antonio General Provisions. The City's Department of Parks and Recreation will have the authority to perform all such accounting functions or delegate all or part of the responsibility to the Zoo.
5. The Zoo shall be required to furnish the Parks and Recreation Department an audited financial statement for the budget line items funded by or through the City as set out in Exhibit A, prepared by an independent auditor (CPA) within one-hundred and twenty (120) days of the close of the Zoo's fiscal year or termination of this Agreement. In addition to the audited financial statements or program-specific audit(s), a copy of the management letter (Report on the Conduct of Audit) should be submitted.

The financial disclosure to be provided by the Zoo to the City under the terms of the Lease shall be deemed sufficient to meet this requirement, however, the Financial Statements must be accompanied by a schedule of receipts and disbursements by budgeted cost category for each of the line items to be funded by or through the City as listed in Exhibit A.

Zoo shall also ensure that a copy of the audited financial statements and any management letter be sent from the office of the independent auditor directly to the City of San Antonio, Office of the City Auditor with a copy to the Department of Parks and Recreation.



6. Payment and financial transactions shall be as follows:
  - (a) payments shall be made upon receipt of billing from the Zoo;
  - (b) Zoo agrees that all request for reimbursement shall be accompanied with documentation stating where requested funds are allocated in Exhibit A, in a manner as may be reasonably required by the Department of Parks and Recreation;
  - (c) the final request for payment to the City must be submitted not later than sixty (60) days after the contract end date;
  - (d) an accounting system which accurately reflects all costs chargeable (paid and unpaid) with the Funds is mandatory. A Receipts and Disbursements Ledger of paid invoices relating to the matters set out in Exhibit A must be maintained which will reflect paid invoices revealing check number, date paid and evidence of goods or services received;
  - (e) all records and files on matters funded by this Agreement will be open for inspection and audit at any reasonable time during the term hereof by representatives of the City or the State or Federal Government, and shall continue to be so available for a period of three (3) years after the termination date hereof. If at the end of three (3) years, there is litigation or if the audit report covering such Agreement has not been accepted, the Zoo shall retain the records until the resolution of such litigation or audit.
  - (f) the City shall not be obligated to any third parties (including any subcontractors of the Zoo);
  - (g) Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel rights or privileges herein given the Zoo for failure to comply with this Agreement. Specifically, the City may withhold reimbursements in cases where it determines that the Zoo is not in compliance with this Agreement.
7. The City's Department of Parks and Recreation is assigned monitoring, fiscal control, and evaluation of the Zoo's use of Funds as set out in Exhibit A. Therefore, at such times and in such form as may be required, the Zoo shall furnish such statements, records, data, and information and permit such interviews with personnel and board members pertaining to the matters covered by this Agreement.
8. Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any audit, the Zoo will refund such amount to the City. The Zoo further authorizes the City to deduct such amount or charge as a claim against future payments.
9. The Zoo warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the sums to be paid under the terms of this Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.
10. The Zoo agrees that neither the program nor the funds provided therefore, nor the personnel employed in the administration of the program, shall be in any way or in any extent engaged in the conduct of political activities in violation of its tax-exempt status. Prohibited activities include, but are not necessarily limited to, the assignment by the Zoo of any employee in the agency to work for or on behalf of a political activity, to take part in voter registration activities, to provide voters and prospective voters with transportation to the polls, or to participate in partisan political activities, such as lobbying, collecting funds, making speeches, assisting at meetings, doorbell ringing, and distributing political pamphlets in an effort to persuade others of any political view.

11. The Zoo agrees that under no circumstances will the Funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity.
12. Zoo agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.
13. Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Zoo and evidenced by passage of a subsequent City ordinance, as to City's approval.
14. The Zoo shall not assign or transfer the Zoo's interest in this Agreement without the written consent of the City Council of San Antonio. Any attempt to transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person or party.
15. For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

**CITY**

Director  
Department of Parks and Recreation  
114 West Commerce Street, 11<sup>th</sup> Floor  
San Antonio, Texas 78205

**ZOO**

San Antonio Zoological Society  
3903 N. St. Mary's Street  
San Antonio, Texas 78212-3199

Notices of changes 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 the change.

16. No elected official, director, officer, agent or employee of City or Zoo shall be charged personally or held contractually liable by or to City or Zoo under any term or provision of this Agreement, or because of any breach thereof, or because of its or this execution, approval, or attempted execution of this Agreement.
17. The Zoo will adhere to City of San Antonio policies and procedures, as they now exist or as they may subsequently be adopted, in all respects, so that Zoo's policies will be no more liberal than the City of San Antonio's policy and procedures. These are highlighted in Operational Guidelines and General Provisions for the City of San Antonio Funded Projects, and may be amended from time to time to reflect any subsequent Operational Guidelines and General Provisions incorporating City policies and procedures.
18. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

19. Should the Zoo fail to fulfill, in a timely and proper manner, obligations under this Agreement and (i) it shall not correct any such failure within sixty (60) days following the date the City provides the Zoo of written notice of such violation, or (ii) if such default cannot be reasonably cured within sixty (60) days of such notice, if the Zoo has failed to begin to cure such matter within sixty (60) day period and diligently pursue such cure thereafter, the City shall thereupon have the right to terminate this Agreement by sending written notice to the Zoo of such termination and specify the effective date thereof. The Zoo shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final.
20. All of the work performed under this Agreement by the Zoo shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the CITY OF SAN ANTONIO and County of Bexar.
21. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
22. The signer of this Agreement for City and the Zoo each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of City and the Zoo respectively, and to bind City and the Zoo to all of the terms, conditions, provisions and obligations herein contained.
23. This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersedes all prior negotiations, representations, or agreements, either oral or written.

In witness of which this Agreement has been executed effective the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF SAN ANTONIO:**

**CONTRACTING AGENCY:**

\_\_\_\_\_  
 Xavier Urrutia, Director  
 Parks and Recreation Department

\_\_\_\_\_  
 San Antonio Zoological Society  
 3903 N. St. Mary's Street  
 San Antonio, Texas 78212-3199

\_\_\_\_\_  
 APPROVED AS TO FORM:

\_\_\_\_\_  
 J. Stephen McCusker  
 Executive Director

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

**Exhibit A**

**San Antonio Zoo  
City of San Antonio Grant  
Proposed Uses Fiscal Year 2012**

**Marketing & Public Affairs**

Media	\$250,000
Radio	
Television	
Outdoor	
Production Cost	\$30,000
Brochures/Print	\$26,597
Website	\$10,000

**Membership Expense**

Direct Mail	\$120,000
Magazine Expense	
Newsletter Expense	

**Total** **\$306,597**

# Attachment XXX



- 3.1. In consideration, the City will reimburse CONSULTANT for costs incurred in accordance with the budget approved by City Council of San Antonio in Ordinance No. 2011-09-15- . The relevant provisions of said budget is affixed hereto and incorporated herein for all purposes as **Attachment II**. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of sixty thousand dollars and zero cents (\$60,000.00).
- 3.2. The funding level of this Contract is based on an allocation from the following funding source: General Fund
- 3.3. Consequently the CONSULTANT agrees to comply with the goals, objectives and performance standards for the Project to be established by the CITY'S Office of Environmental Policy and CONSULTANT agrees to comply with said goals, objectives and performance standards. The CONSULTANT understands and agrees that Attachment I is fully incorporated herein verbatim for all purposes, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by the CONSULTANT.

#### **4. CONTRACT BILLING**

- 4.1 The total of all payments and obligations made and incurred by CITY under this CONTRACT, in consideration for CONSULTANT's performance of services under this CONTRACT, shall not exceed the total amount of sixty thousand dollars and zero cents (\$60,000.00).
- 4.2 Unless otherwise provided for in the "Solar San Antonio City of San Antonio Operations Contract Proposed Scope of Services FY 2011-2012", attached hereto and incorporated herein as Attachment I, an initial invoice, based on Solar San Antonio City of San Antonio Operations Contract Proposed Scope of Services FY 2011-2012, the payment terms set forth in Section 4.1 of this CONTRACT and consistent with the number of hours actually worked by CONSULTANT, will be billed to the CITY thirty (30) days after the execution date of the CONTRACT and, after initial billing, invoices consistent with the above will be submitted every thirty (30) days thereafter until the completion of the CONTRACT. The information contained in such invoices shall be in such detail as may be required by CITY. CITY shall pay CONSULTANT upon the delivery by CONSULTANT to CITY of an invoice and the approval of said invoice by the Director of the Office of Environmental Policy. Upon approval of the invoice by CITY, CITY shall pay CONSULTANT no later than thirty (30) days after the date of such approval; provided, however, that such approval shall be based upon satisfactory completion of the work described in Attachment I. The question of satisfactory completion of said work shall be determined by the CITY alone and its decision shall be final.
- 4.3 Final Payment due under the CONTRACT will not be paid until the all work, reports, data, documents and any other unfinished services necessary to complete performance under the CONTRACT have been received, performed and are approved by the CITY, as meeting all the tasks required hereunder in Section 1.1. The CITY shall not be liable for any payment

under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.

- 4.4 CITY shall not be obligated or liable under the CONTRACT to any party, other than CONSULTANT, including any subCONSULTANTS, for payment of any monies for provision of any goods or services.
- 4.5 All expenses necessary to provide and complete the services required hereunder, including any travel, project related and administrative expenses, shall be included in the total costs of the CONTRACT referenced in Section 4.1 of the CONTRACT.

## 5. TERMINATION

- 5.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 5.2 TERMINATION WITHOUT CAUSE : The CONTRACT may be canceled by either party upon thirty (30) calendar days written notice, evidenced by a U. S. Postal Mail Return Receipt Requested for certified delivery, or an affidavit of personal delivery, provided such notice specifies an effective date of termination, which termination date shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is actually received by the other party or the certified mail receipt evidences delivery. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party or evidence of certified mailing as described above. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination. Any CITY funds held in any escrow account(s) shall be returned to the CITY within thirty (30) calendar days after the effective termination date.
- 5.3 TERMINATION FOR CAUSE: Should either party default in the performance of any of the terms or conditions of this CONTRACT, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.
- 5.4 TERMINATION BY LAW: If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 5.5 EFFECT OF TERMINATION: The period between notice of termination and the effective date of termination shall be used to affect an orderly transfer of records and funds, if any, from the CONSULTANT to the CITY or to such person(s) as the CITY may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date.



Any such transfer of records or funds shall be completed at the CONSULTANT'S sole cost and expense.

- 5.6 Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONSULTANT shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination.
- 5.7 Upon termination or cancellation of this CONTRACT, the CITY may immediately commence an audit of the CONSULTANT'S books, accounts, and records. Within thirty (30) calendar days after being notified by the CITY of the results of said audit, the CONSULTANT shall pay the CITY any amount shown by said audit to be owed the CITY or its employees. No waiver of existing default shall be deemed to waive any subsequent default.
- 5.8 In the event that through action or no action initiated by the CITY of San Antonio, the CITY'S legislative body does not appropriate funds for the continuation of a CONTRACT and has no funds to do so from other sources, the CONTRACT may be terminated. To effect this termination, the CITY shall, 30 days prior to the period for which funds are not appropriated, send the CONSULTANT written notice stating that the City of San Antonio failed to appropriate funds.
- 5.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue CONSULTANT for any default hereunder or other action.

## **6 INDEPENDENT CONSULTANT**

- 6.1 It is expressly understood and agreed that the CONSULTANT is and shall be deemed to be an independent CONSULTANT, responsible for its respective acts or omissions and that the CITY shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 6.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 6.3 Any and all of the employees of the CONSULTANT, wherever located, while engaged in the performance of any work required by the CITY under this CONTRACT shall be considered employees of the CONSULTANT only, and not of the CITY, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the CONSULTANT.

## **7 CONFIDENTIALITY**

- 7.1 No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by CONSULTANT under this CONTRACT shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of CITY. In the event CONSULTANT receives any such request, CONSULTANT shall forward such request to CITY immediately.
- 7.2 CONSULTANT shall establish a method to secure the confidentiality of records and information that CONSULTANT may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.
- 7.3 CONSULTANT shall comply with the confidentiality procedures pertaining to records and other information in accordance with the applicable Federal laws, State laws, the San Antonio City Charter, City ordinance, rules and regulations.
- 7.4 If the CONSULTANT receives inquiries regarding documents within their possession pursuant to the CONTRACT, the CONSULTANT shall immediately forward such request to the CITY for disposition.

## **8. OWNERSHIP OF DOCUMENTS**

- 8.1 Any and all writings, documents or information in whatsoever form and character produced by CONSULTANT pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by CONSULTANT.
- 8.2 CONSULTANT understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.
- 8.3 In accordance with Texas law, CONSULTANT acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of CONSULTANT pursuant to this CONTRACT shall be the subject of any copyright or proprietary claim by CONSULTANT.

The term "*local government record*" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and

regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

8.4 The intellectual work products, if any that result from this Contract shall be owned by the CITY, and as such are public property.

## 9. INTELLECTUAL PROPERTY

9.1 CONSULTANT shall pay all royalties and licensing fees. CONSULTANT shall hold the CITY harmless and indemnify the CITY from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if CONSULTANT has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the CITY.

9.2 Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, CONSULTANT will immediately:

9.2.1 Either:

a) obtain, at CONSULTANT 's sole expense, the necessary license(s) or rights that would allow the CITY to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

(c) reimburse the CITY for any expenses incurred by the CITY to implement emergency backup measures if the CITY is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

9.2.2 CONSULTANT further agrees to:

a) assume the defense of any claim, suit, or proceeding brought against the CITY for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this CONTRACT,

b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

c) indemnify the CITY against any monetary damages and/or costs awarded in such suit;

Provided:

- CONSULTANT is given sole and exclusive control of all negotiations relative to the settlement thereof, but that CONSULTANT agrees to consult with the CITY Attorney of the CITY during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the CITY,
- that the Software or the equipment is used by the CITY in the form, state, or condition as delivered by CONSULTANT or as modified without the permission of CONSULTANT, so long as such modification is not the source of the infringement claim,
- that the liability claimed shall not have arisen out of the CITY's negligent act or omission, and
- that the CITY promptly provides CONSULTANT with written notice within 15 days following the formal assertion of any claim with respect to which the CITY asserts that CONSULTANT assumes responsibility under this section.

## **10. RECORDS RETENTION**

- 10.1 Upon completion of the Project, all records, data, finished or unfinished documents, reports, charts, schedules, or other appended documentation pertaining to the Project, and any related responses, inquiries, correspondence and material, shall become the property of the CITY, and CITY shall be entitled to utilize the work product for any and all purposes without further compensation to CONSULTANT.
- 10.2 CONSULTANT shall deliver all documents to the CITY, upon termination of the CONTRACT, in a timely and expeditious manner, at CONSULTANT's sole cost and expense.
- 10.3 The CONSULTANT shall retain all records owned by or to which the CITY has the legal right of access to satisfy the City's obligations for a retention period required by the Texas Local Government Records Act, being five years from date of contract termination, and in the event of litigation or claims, whatever additional time is necessary to resolve all litigation or claims.
- 10.4 CITY shall be notified immediately by CONSULTANT of any requests, by a third party, for information pertaining to documentation and records obtained and/or generated under the CONTRACT. As such, CONSULTANT understands and agrees that CITY will process and handle all such open records requests.

## **11 RIGHT OF REVIEW AND AUDIT**

11.1CONSULTANT and its subCONSULTANTs, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this CONTRACT and shall make such materials available to CITY, at CITY's Office of Environmental Policy, 111 Soledad, Suite 725, San Antonio, Texas, or successor local address, at all reasonable times and as often as CITY may deem necessary during the CONTRACT term, including any renewal and extension hereof, for the purpose of auditing, examining and making copies by CITY, and any of its authorized representatives.

## **12 LICENSES AND CERTIFICATIONS**

12.1CONSULTANT warrants and certifies that CONSULTANT and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and meets all competence standards applicable to the services provided herein.

## **13 CONFLICT OF INTEREST AND ETHICS**

13.1CONSULTANT acknowledges that it is informed that the Charter of the CITY of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any CONTRACT with CITY or any CITY agency such as CITY owned utilities. An officer or employee has a "prohibited financial interest" in a CONTRACT with CITY or in the sale to CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the CONTRACT or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subCONSULTANT on a CITY CONTRACT, a partner or a parent or subsidiary business entity.

13.2CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of CITY. CONSULTANT further warrants and certifies that is has tendered to CITY a Discretionary Contracts Disclosure Statement in compliance with CITY's Ethics Code.

13.3CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents performing on this CONTRACT is not a City officer nor an employee as defined by Section 2-52 (e) of the City Ethics Code. CONSULTANT further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

**13.4 Additional Ethics Form Filing: Texas Local Government Code.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7<sup>th</sup> business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2<sup>nd</sup> floor, 100 Military Plaza, San Antonio, TX 78205. CONSULTANT must confer with its own legal advisor if you have questions regarding the statute or form.

## 14 INSURANCE

- 14.1 Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subCONSULTANTS' performance of the work covered under this Contract.
- 14.2 Within ten (10) working days following execution of this Contract, CONSULTANT shall obtain a fidelity bond covering all persons handling funds received or disbursed hereunder and/or signing or co-signing checks for said fund disbursement. CONSULTANT's fidelity bond shall be in an amount of sixty-thousand dollars (\$60,000.00), and evidence of same shall be filed with CITY prior to any disbursement of funds hereunder but no later than ten (10) working days following execution of this Contract. CONSULTANT shall ensure that such bond shall contain a provision that cancellation or expiration notice is sent to CITY at least sixty (60) days prior to the effective date of such cancellation or expiration.
- 14.3 Prior to the commencement of any work under this Contract, CONSULTANT shall furnish a completed Certificate of Insurance to CITY's Office of Environmental Policy Director, Laurence Doxsey, and City Clerk's Office. The Certificate of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which certificate shall furnish and contain all required information referenced or indicated thereon. **THE CERTIFICATE MUST IDENTIFY THE PROJECT CONTRACT BY NAME, "Solar San Antonio City of San Antonio Operations Contract Proposed Scope of Services FY 2011-2012"** CITY shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the City's Office of Environmental Policy Director, and no officer or employee shall have authority to waive this requirement.

14.4 CITY reserves the right to review the insurance requirements of this Contract during the effective period of this Contract and any extension or renewal hereof, if any, and to require modification of insurance coverage and its limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance shall CITY allow modification whereupon CITY may incur increased risk.

14.5 CONSULTANT's financial integrity is of interest to CITY, therefore, subject to CONSULTANT's right to maintain reasonable deductibles in such amounts as are approved by CITY, CONSULTANT shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at CONSULTANT's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated B+ or better by A.M. Best Company and/or otherwise acceptable to CITY, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
(A) Worker's Compensation, and Employer's Liability, if applicable	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (Public) Liability-to include but not be limited to, coverage for the following where the exposure exists:	Combined Single Limit for Bodily Injury or Property Damage of \$1,000,000 per occurrence, with an aggregate of \$2,000,000 or its equivalent in umbrella Or excess liability coverage
(1) Premises/Operations	
(2) Independent CONSULTANT's Liability	
(3) Products and Completed Operations	
(4) Personal Injury	
(5) Contractual Liability	

14.6 MATERIAL REQUIREMENTS: CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CITY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by CITY, CONSULTANT shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof. All of CONSULTANT's insurance requirements under this Contract are material obligations.

14.7 CONSULTANT agrees that with respect to the above required insurance, all insurance Contracts and Certificate(s) of Insurance shall contain the following required provisions.

- Name CITY and its officers, employees, and elected representatives as additional insureds with respect to operations and activities of, or on behalf of, the named insured performed under Contract with CITY, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where CITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy (if applicable) shall provide a waiver of subrogation in favor of CITY.

14.8 CONSULTANT shall notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than seven (7) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to CITY at the following address:

**City of San Antonio  
Office of Environmental Policy  
P.O. Box 839966  
San Antonio, Texas 78283-3966**

14.9 If CONSULTANT fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by CITY is an alternative to other remedies CITY may have, and is not the exclusive remedy for failure of CONSULTANT to maintain said insurance or secure such endorsement. In addition to any other remedies CITY may have upon CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order CONSULTANT to stop work hereunder, CITY shall have the right to terminate the Contract, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subCONSULTANTS' performance of the work covered under this Contract.

## **15 INDEMNITY**

**15.1 CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors,**



**volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**15.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.**

## **16 AMENDMENT**

16.1 This Contract, together with its authorizing ordinance and exhibits shall constitute the full and final agreement between the parties hereto.

16.2 Except where the terms of this CONTRACT expressly provide otherwise, any amendment to this CONTRACT shall not be binding on the parties unless such amendment be in writing, executed by both CITY and CONSULTANT and dated subsequent to the date hereof. Material amendments that adjust compensation or performance periods must be approved by the City Council.

16.3 It is understood and agreed by parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule,

regulation or law. The CONSULTANT expressly agrees to comply with all applicable federal, state, and local laws.

## 17 NOTICE

17.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient if in writing and sent certified mail, return receipt requested, postage prepaid, to CITY or CONSULTANT at the respective address set forth below or to any other address of which written notice of change is given:

### CITY

City of San Antonio  
Attn: W. Laurence Doxsey,  
Director  
Office of Environmental Policy  
P.O. Box 839966  
San Antonio, Texas 78283-3966

### CONSULTANT

Solar San Antonio  
Attn: William Sinkin  
118 Broadway, Suite 621  
San Antonio, Texas 78205

## 18 LEGAL AUTHORITY

18.1 The person signing on behalf of CONSULTANT represents and warrants and certifies that he has full legal authority to execute this CONTRACT on behalf of CONSULTANT and has authority to bind CONSULTANT to all the terms, conditions, provisions and obligations contained herein.

## 19 SUBCONTRACTING AND ASSIGNING INTEREST

19.1 Any subcontracts or assignments of interests entered into by CONSULTANT concerning work tasks for this CONTRACT shall be communicated in writing to CITY prior to the effective date of this CONTRACT and prior to commencement of any work subsequent to this CONTRACT's effective date. CONSULTANT shall not assign, sell, pledge, transfer or convey any interest in this CONTRACT, nor delegate the performance of any duties hereunder, by transfer, by subcontracting, or by any other means, to any other party without prior written consent of CITY. Any such attempt at an assignment will be void *ab inito*, and shall confer no rights on the purported assignee. Should CONSULTANT assign, transfer, convey, delegate or otherwise dispose of any part of, or all of, its right, title or interest in this CONTRACT, the CITY may, at its option, cancel this CONTRACT and all rights, titles and interest of CONSULTANT shall thereupon cease and terminate, notwithstanding any other remedy available to CITY under this CONTRACT. The violation of this provision by CONSULTANT shall in no event release CONSULTANT from any obligation under the terms of this CONTRACT, nor shall it relieve or release CONSULTANT from the payment of any damages to CITY which CITY sustains as a result of such violation.

19.2CONSULTANT's subCONSULTANTS may not voluntarily assign, transfer, subcontract or pledge, in whole or in part, any CONTRACT with CONSULTANT arising from or in relation to this CONTRACT, nor shall any involuntary transfer or assignment result in a transfer of any rights conferred by this CONTRACT. CONSULTANT shall indicate this limitation in all Contracts with approved subCONSULTANTS.

19.3CONSULTANT agrees to notify CITY of any changes in ownership interest greater than 10%, or control of its business entity, not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to CITY under this CONTRACT, any such change of ownership interest or control of its business entity may be grounds for termination of this CONTRACT at the sole discretion of the CITY.

19.4In no event shall such written consent, if obtained, relieve CONSULTANT from any and all obligations hereunder or change the terms of this CONTRACT.

19.5CITY must approve all substitutions of subCONSULTANTS to determine if the disadvantaged business enterprise goal will be decreased by substitution of a disadvantaged subCONSULTANT with a non-disadvantaged subCONSULTANT.

## **20 SUCCESSORS AND ASSIGNS**

20.1This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONSULTANT may not assign this CONTRACT without prior written consent of CITY in accordance with Article 19. hereof.

## **21 NONWAIVER OF PERFORMANCE**

21.1The granting or acceptance of extensions of time to complete the work or furnish the materials or reports required herein will not operate as a release to the CONSULTANT from any covenants and conditions required in this CONTRACT.

21.2Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

## 22 COMPLIANCE

- 22.1 CONSULTANT shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations.
- 22.2 The CONSULTANT certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the CONSULTANT to suspension of payments, termination of CONTRACT, and debarment and suspension actions.
- 22.3 CONSULTANT shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, CONSULTANT agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, CONSULTANT certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - b. Section 504 of the Rehabilitation Act of 1973, as amended;
  - c. The Age Discrimination Act of 1975, as amended;
  - d. Title IX of the Education Amendments of 1972, as amended; and
  - e. All applicable regulations implementing foregoing laws.

## 23 VENUE AND GOVERNING LAW

- 23.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**
- 23.2 **ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

## 24 SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of

the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**25. . GENDER**

Words of any gender used in this CONTRACT shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**26.. CAPTIONS**

The captions contained in this CONTRACT are for convenience of reference only and shall in no way limit or enlarge the terms and conditions of this CONTRACT.

**27. ENTIRE AGREEMENT**

This CONTRACT, together with its attachments, authorizing ordinance and exhibits embodies the final and entire agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the matters of this CONTRACT shall be deemed to exist or to bind the parties unless same be executed in accordance with Section 16.

**EXECUTED** this the \_\_\_\_\_ day of September, 2011.

**CITY**

**City of San Antonio, Texas**

\_\_\_\_\_  
Edward Benavides  
Chief of Staff

**CONSULTANT**

**Solar San Antonio, Inc.**

\_\_\_\_\_  
William Sinkin  
Chairman, Solar San Antonio, Inc.

**APPROVED AS TO FORM:**  
**Michael D. Bernard**  
**City Attorney**

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By: Assistant City Attorney

Attachment I

Solar San Antonio  
City of San Antonio Operations Contract  
Proposed Scope of Services  
FY 2011-2012

The proposed scope of services for FY 2011-2012 contains 3 tasks.

1. Provide Advice and Information to the City Council, City Staff, and CPS Energy Staff.
2. Solar Roundtables and informational meetings
3. Expand Solar San Antonio Campaign

### Task Descriptions

Task 1: Provide advice and information to City Staff and Council and CPS Energy Staff. Solar San Antonio will continue to provide advice and information related to renewable energy on an as-available and as-needed basis. The goal will be to provide information on developments in the renewables field, to discuss potential cooperative endeavors, and to resolve solar-related issues that arise. The goal will also be to work closely with the City and CPS Energy to facilitate smooth implementation of solar capacity expansion.

Solar San Antonio will also work with the City and CPS Energy to develop and implement new programs, such as the Better Buildings Program and the Department of Energy Challenge, if San Antonio is selected for the latter.

These activities will be documented in the progress reports.

Task 2: Solar Roundtables and Informational Meetings. Solar San Antonio will continue to host meetings that bring the solar industry together with City of San Antonio representatives, CPS Energy representatives, and others to discuss issues that arise and seek resolution of any barriers that develop to expanding solar capacity in San Antonio. In addition, training and information will be offered to increase professionalism within the solar industry. These activities will be documented in the progress reports.

Solar San Antonio is also developing financing mechanisms to address up front costs of solar. Solar San Antonio hosts finance workshops to increase the knowledge of financial institutions about solar financing incentives, rebates, and other finance related opportunities. The goal is to develop lending and other programs that will overcome the up front cost barrier to implementation of solar. A second goal is to secure the participation of the financial institutions in the

marketing campaign itself. To date, four lending institutions have developed solar loan products.

### Task 3: Expand Solar San Antonio Campaign

In FY2012, Solar San Antonio is improving and expanding the Bring Solar Home campaign launched in 2009. This campaign provides advocacy, education, and a marketing program to expand solar capacity in San Antonio. The campaign includes encouraging people to make a solar commitment, offering easily accessible information on the Solar San Antonio web site, establishing a capacity to process responses to the campaign, and constantly improving the campaign based on lessons learned. To date, the campaign has produced more than 70 solar installations of approximately 1/2 megawatt total with a value in excess of \$2.5 million.

In FY2012, Solar San Antonio will build on the foundation established in the first two years of the campaign to expand and refine the campaign.

The elements of further implementation will be:

Organizing and producing Solar Fest 2011. Solar Fest has become a major community event, with approximately 5,000 people in attendance this year. This response from the public resulted in widespread distribution of information about how to implement solar energy in San Antonio and gave the public an opportunity to interact directly with solar providers. This event grows larger each year, both in terms of participating vendors -- particularly solar vendors -- and public attendance. The event also generates numerous leads for solar installation companies that potentially expand solar adoption.

Organizing and producing Solar Tour 2012. Solar San Antonio selects a groups of sites where solar is installed on residential or commercial property. At each site, the solar installer, home or business owner, and a Solar San Antonio volunteer are present to share information and experiences with visitors. Giving people direct contact with installed solar installations improves acceptance of and interest in solar.

Involving lending institutions more directly in the Bring Solar Home Campaign by providing model posters and other educational displays that can be placed at the lending institutions to offer solar options.



Conducting the marketing campaign through media and other outlets. As funding permits, different aspects of the marketing campaign will be implemented through various media.

Processing responses to the marketing campaign. As responses to the marketing campaign come in, Solar San Antonio will possibly provide the following: qualify the leads, arrange energy audits, distribute leads to participating solar companies, and distribute financing opportunity leads to participating financial institutions

Monitoring experience of and providing advice to respondents to marketing campaign. Solar San Antonio will maintain contact with campaign respondents as they move through the process to ensure a high quality experience and to gather information that can help improve the experience.

Monitoring the implementation of the campaign to assess improvements and expansion of campaign as funds make possible. Solar San Antonio will collect both quantitative and qualitative information about the overall results of the campaign to refine the campaign presentation and increase its effectiveness. A particular focus will be to constantly update the inventory of solar photovoltaic and solar hot water installations to determine the actual growth of solar capacity in San Antonio.

Attachment II

The tasks will be completed throughout FY 2012. The budget for each task is based upon an hourly rate for each employee working on the task and the number of hours involved. Solar San Antonio will provide the City with at least quarterly progress reports.

**Budget**

<b>Tasks</b>	<b>Budget</b>
<b>1. Provide advice and information to City Staff and Council</b>	<b>\$5,000.00</b>
<b>2. Solar Roundtables and informational meetings</b>	<b>\$4,000.00</b>
<b>3. Expand Solar San Antonio Campaign 2010</b>	<b>\$51,000.00</b>
<b>Total Project Cost:</b>	<b>\$60,000.00</b>

**SOLAR SAN ANTONIO  
LABOR RATES (INCLUDING OVERHEAD)  
October 1, 2011**

<b>Person</b>	<b>Rate Per Hour</b>
Board Chairman	\$55.00
Executive Director	\$82.50
Communications Director	\$55.00
Research Associate	\$41.60
Office Administrator	\$31.25
Public Relations Associate	\$26.00
Sustainability Enforcer	\$43.75

# Attachment XXXI

STATE OF TEXAS

§  
§  
§

**RICARDO SALINAS DENTAL CLINIC  
CONTRACT**

COUNTY OF BEXAR

This Contract is made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through the Director of the San Antonio Metropolitan Health District (hereinafter referred to as "SAMHD") and the University of Texas Health Science Center at San Antonio Dental School (hereinafter referred to as "SCHOOL"). CITY and SCHOOL shall collectively be referred to as "the Parties." This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code, and as authorized by City Council on September 15, 2011, pursuant to Ordinance No. 2011-09-15-\_\_\_\_\_.

**WHEREAS**, the CITY has allocated a total of \$150,000.00 in Human Development Contingency Funds for the provision of comprehensive dental services primarily to underserved children, as well as pregnant women and teenage mothers, as needed, at the Ricardo Salinas Public Health Clinic (hereinafter referred to as "Clinic") located at 630 S. General McMullen Drive; and

**WHEREAS**, the CITY and the SCHOOL desire to continue to support the development of the Clinic in order to continue providing said comprehensive dental services; and

**WHEREAS**, the SCHOOL desires to provide these comprehensive dental services (hereinafter referred to as "Project") at the Clinic, and to continue to provide dental equipment valued at \$200,000.00 during the duration of this agreement; and

**WHEREAS**, the CITY also desires to provide dental services to under-served patients at the Clinic and to provide other necessary operating services; and

**WHEREAS**, the San Antonio Housing Authority (SAHA) has formally designated the CITY to operate a health and dental clinic at the Clinic located at 630 S. General McMullen Drive, and SCHOOL has been assisting in providing dental services; and

**ACCORDINGLY**, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto severally and collectively agree and, by the execution hereof, are bound to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

**I. TERM**

1.1 This Contract shall commence on October 1, 2011 and shall terminate on September 30, 2012, unless earlier termination or extension shall occur pursuant to any provision hereof.

1.2 CITY shall have the option to renew and extend this CONTRACT for additional one-year terms, subject to the availability of funds and the approval of City Council.

## **II. CONTRACT PRICING AND BILLING**

2.1 The total of all payments and obligations made and incurred by CITY under this Contract, in consideration for SCHOOL's performance of services under this Contract, shall not exceed the total amount of \$150,000.00.

2.2 SCHOOL shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to CITY.

2.3 An initial invoice, based on the payment terms set forth in Section 2.1 of this agreement and consistent with the number of hours actually worked by SCHOOL, and/or the submission of related invoices for expenses incurred, will be billed to the CITY thirty (30) days after the effective date of the agreement. After initial billing, invoices consistent with the above will be submitted every thirty (30) days thereafter until the completion of the agreement. The information contained in such invoices shall be in such detail as may be required by CITY. CITY shall pay SCHOOL upon the delivery by SCHOOL to CITY of an invoice and the approval of said invoice by the Director of the SAMHD. Upon approval of the invoice by CITY, CITY shall pay SCHOOL no later than thirty (30) days after the date of such approval.

2.4 Final Payment due under the Contract will not be paid until all work, reports, data, documents and any other unfinished services necessary to complete performance under the Contract have been received, performed and are approved by the CITY, as meeting all the tasks required hereunder in Section 3.1. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.

2.5 CITY shall not be obligated or liable under the Contract to any party, other than SCHOOL, including any subcontractors, for payment of any monies for provision of any goods or services.

2.6 The SCHOOL shall be responsible for patient account activity at the Clinic to include establishing patient accounts, maintaining fee schedules, on-site collection, billing patients and third-party payers, and receiving and accounting for payments. Revenue from patient care at the Clinic will be used to support the Ricardo Salinas Pediatric Dental Care Program and will be managed in accordance with UTHSCSA policies and procedures.

## **III. RESPONSIBILITIES OF THE PARTIES AND SCOPE OF SERVICES**

3.1 The SCHOOL shall provide: 1) preventive dental services to pregnant women and children ages six months (1) through fourteen (14) at the Clinic to include fluoride treatment, sealants, routine cleaning, and dental health education; 2) age-appropriate out-patient dental treatment to children ages three (3) through thirteen (13). In order to meet SAMHD contract requirements with San Antonio Housing Authority, the SCHOOL shall provide HOPE VI Mirasol children priority in scheduling dental services and refer HOPE VI adults seeking dental care to SAMHD. The Ricardo Salinas Clinic will also serve as a referral site for children

receiving services at the Haven for Hope of Bexar County Campus as well as the City of San Antonio's Head Start Program.

3.2 SCHOOL shall be responsible for securing a lease agreement with the San Antonio Housing Authority for space sufficient to carry out the services outlined in this Agreement.

3.3 The Dental Clinic operating hours shall be Monday through Friday from 8 a.m. to 5 p.m. Appointment times shall be available on Monday from 1:00 p.m. to 4:30 p.m., on Tuesday through Thursday from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 4:30 p.m., and on Friday from 8:00 a.m. to 5:00 p.m. The Dental Clinic shall be closed on UTHSCSA holidays.

3.4 The outcome of the Project shall be monitored on an ongoing basis and shall consist of routine standardized assessment of appropriate parameters related to oral health. The SCHOOL Program Coordinator shall collaborate with the SAMHD and the Women, Infants and Children (WIC) Program to develop a patient pool referral database.

3.5 SCHOOL shall provide seven dental chairs, lights, units and numerous other equipment items for use throughout the Clinic. This equipment will be tagged as SCHOOL property. Periodic maintenance or repair of SCHOOL equipment shall be the responsibility of the SCHOOL.

3.6 The Parties understand and agree that close coordination between SAMHD and the SCHOOL will be needed to insure proper and smooth operation of the Salinas Clinic. The SCHOOL shall have the responsibility of assuring effective and efficient operation of the Dental Clinic including appointment setting, and general clinic functions. SAMHD will assist the SCHOOL in resolving any issues that affect the overall functions of the Salinas Clinic.

3.7 The Parties understand and agree that the number of patient visits shall be the main performance measure utilized throughout the SAMHD dental clinics to track performance, and that a yearly estimate of the number of patient visits is calculated for the entire dental division of the SAMHD. The Parties further understand and agree that calculations and goals for the SCHOOL'S operation, based on number of days worked and number of care providers is as follows:

Input:		
	Number of Days Clinic is opened to serve clients:	185
	Number of Days at least 5 dental chairs are staffed:	150
Output:		
	Dental Visits:	3800

3.8 Accurate accounting of all performance measures shall be reported to SAMHD on the 25<sup>th</sup> of each month.

3.9 The performance criteria outlined in Section 3.7 above is a non-exclusive list and CITY may consider other factors in the determination for renewal of this CONTRACT.

3.10 The Parties understand and agree that title to the equipment provided by SCHOOL as a part of this CONTRACT will be in the name of SCHOOL.

3.11 The Parties further understand and agree that upon termination or expiration of this CONTRACT, or if this CONTRACT is not renewed, title to any remaining dental equipment under this contract remains in the name of SCHOOL. Title may be transferred to any other party designated by SCHOOL. SCHOOL may, at its option and to the extent allowed by law, transfer the reversionary interest of such property to CITY.

3.12 SCHOOL shall pay all expenses and costs associated with building maintenance and improvements as outlined in a separate Tenant Agreement between SCHOOL, CITY and the Bexar County Hospital District d/b/a University Health System.

3.13 SCHOOL shall provide space, and further cooperate and assist the CITY in hosting the "Give Kids a Smile" event at the clinic on February 3, 2012.

#### **IV. TERMINATION**

4.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.

4.1 **TERMINATION BY NOTICE:** The CONTRACT may be canceled by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party.

4.2 **TERMINATION FOR CAUSE:** Should either party default in the performance of any of the terms or conditions of this CONTRACT, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.

4.3 **TERMINATION BY LAW:** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this CONTRACT shall automatically terminate as of the effective date of such prohibition.

4.4 Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the CITY), the SCHOOL shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination.

4.5 In the event that through action or no action initiated by the City of San Antonio, the CITY'S legislative body does not appropriate funds for the continuation of this contract and has no funds to do so from other sources, this contract may be terminated. To effect this termination, the CITY shall, 30 days prior to the period for which funds are not appropriated, send the SCHOOL written notice stating that the City of San Antonio failed to appropriate funds. Lack of funding is not and shall not be considered a breach of this CONTRACT.

## **V. INDEPENDENT CONTRACTOR**

5.1 It is expressly understood and agreed that the SCHOOL shall be responsible for its respective acts or omissions and that the CITY shall in no way be responsible therefore, and that neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

5.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

5.3 Any and all of the employees of the SCHOOL, wherever located, while engaged in the performance of any work required by the CITY under this CONTRACT shall be considered employees of the SCHOOL only, and not of the CITY, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the SCHOOL.

## **VI. CONFIDENTIALITY**

6.1 The Parties acknowledge that in connection with the services to be performed under this Agreement by the Parties and their physicians or dentists, the Parties and their physicians or dentists may be acquiring and making use of certain confidential information of the other party which includes, but is not limited to, management reports, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature (hereinafter referred to as "Confidential Information"). Therefore, in order to protect the Confidential Information, the Parties and their employees and dentists or physicians shall not after the date hereof use the Confidential Information except in connection with the performance of services pursuant to this Agreement, or divulge the Confidential Information to any third party, unless the other party consents in writing to such use or divulgence or disclosure is required by law. In the event that one party receives a request or demand for the disclosure of Confidential Information, that party shall immediately provide written notice to the other party of such request or demand, including a copy of any written element of such request or demand.

6.2 The Parties agree to adequately instruct their employees, physicians or dentists, and all personnel that may provide services pursuant to this Agreement, regarding the confidentiality and privacy of patients and patients' medical records. All such instructions shall be in accordance with the formal policies and rules of the other party and with all federal and state laws and regulations regarding patient and medical record confidentiality, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).



## **VII. RECORDS**

7.1 The SCHOOL is the custodian of records for client care received at the SCHOOL Salinas Dental Clinic.

7.2 The Parties understand and agree that STATE of TEXAS Vital Records Rules and Regulations will be enforced and monitored. SAMHD reserves the right to request and review dental medical records of patients seen at the SCHOOL Salinas Dental Clinic. In addition, the Parties understand and agree that it may be necessary to share information regarding dental records and other related documents in an effort to provide care to the patients being treated in the SCHOOL dental clinic and/or SAMHD clinics.

7.3 SAMHD and the SCHOOL will enter into a HIPPA business associate agreement concerning transfer of client medical record information which is incorporated herein for all purposes as Attachment II.

## **VIII. MODEL PROGRAM OR RESEARCH**

8.1 In the event that the Project is used as a model program for research or similar purposes, the Parties shall each receive credit for their respective contributions and shall work together in the spirit of benefiting the community to enhance the creation of such model program, research, or similar purpose.

8.2 SCHOOL and CITY shall develop mutually agreed upon written guidelines which set forth the specific role of each party in carrying forward a model program, research project, or similar purpose.

## **IX. ACCOUNT OF FUNDS BY CONTRACTOR**

9.1 SCHOOL understands and agrees that it shall maintain a numbered account for the receipt and disbursement of all funds received pursuant to this CONTRACT and further agrees that all checks and withdrawals from such account shall have itemized documentation in support thereof pertaining to the use of funds provided under this CONTRACT.

9.2 SCHOOL agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this CONTRACT. SCHOOL further agrees:

- (A) that maintenance of said records shall be in compliance with all terms, provisions and requirements of this CONTRACT and with all generally accepted accounting principles; and
- (B) that SCHOOL'S record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

9.3 As set forth in Article VII of this Contract, SCHOOL agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter collectively referred to as "records") pertaining to activities pertinent to this CONTRACT for a minimum of four (4) years from the completion services. CITY shall have access to the records at all times upon reasonable notice.

9.4 CITY agrees to provide SCHOOL written notice regarding any expenditure by CITY that the CITY reasonably determines to be outside the permissible parameters of this CONTRACT. Said notice will provide SCHOOL thirty (30) days from receipt of said notice to cure the deficiency or refund to CITY any sum of money paid by CITY to SCHOOL determined to:

- (A) have not been spent by SCHOOL strictly in accordance with the terms of this CONTRACT; or
- (B) not be supported by adequate documentation to fully justify the expenditure.

9.5 Upon termination of this CONTRACT, should any expense or charge be subsequently disallowed or disapproved using the same criteria as set out in section 9.2 above as a result of any auditing or monitoring by CITY, SCHOOL shall refund such amount to CITY within thirty (30) business days of CITY's written request therefore wherein the amount disallowed or disapproved shall be specified. For purposes of this CONTRACT, the term, "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

9.6 Upon execution of this CONTRACT or at any time during the term of this CONTRACT, the City's Director of Finance, the City Auditor, or a person designated by the Director of the SAMHD may review and approve all SCHOOL'S systems of internal accounting and administrative controls prior to the release of funds hereunder.

9.7 If SCHOOL expends \$250,000.00 or more of City dollars, then during the term of this Contract, the SCHOOL shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of SCHOOL'S fiscal year or termination of this Contract, whichever is earlier. SCHOOL understands and agrees to furnish the SAMHD with a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. If the amount of funds to be paid to SCHOOL in Article II of this Contract is \$250,000.00 or more, then the SCHOOL further agrees to provide a line item in its budget for a financial statement audit prepared by an independent certified public accountant. If CITY determines, in its sole discretion, that SCHOOL is in violation of the above requirements, CITY shall have the right to dispatch auditors of its choosing to conduct the required audit and to have SCHOOL pay for such audit from non-City resources. If SCHOOL expends less than \$250,000.00 of City dollars, then during the term of this CONTRACT, the SCHOOL shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of SCHOOL'S fiscal year or termination of this CONTRACT, whichever is earlier. Said financial statement

shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by SCHOOL attesting to the correctness of said financial statement.

#### **X. LICENSES AND CERTIFICATIONS**

10.1 SCHOOL warrants and certifies that SCHOOL and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

#### **XI. CONFLICT OF INTEREST**

11.1 SCHOOL acknowledges that it is informed that the Charter of the CITY of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with CITY or any CITY agency such as CITY owned utilities. An officer or employee has a "prohibited financial interest" in a contract with CITY or in the sale to CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

11.2. SCHOOL warrants and certifies, and this Contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of CITY.

#### **XII. INSURANCE**

12.1 SCHOOL and the CITY each maintain insurance, whether through an insurance policy or a self-insurance fund, for liability claims and causes of actions to meet their statutory obligations. Under no circumstance will CITY provide any coverage to the SCHOOL'S dentist or other applicable employees at Clinic through CITY'S medical malpractice insurance.

#### **XIII. INDEMNITY**

13.1 SCHOOL and CITY acknowledge they are political subdivision 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 Civil Practices 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.

#### **XIV. AMENDMENT**

14.1 This Contract, together with its authorizing ordinance and exhibits, if any, shall constitute the full and final agreement between the parties hereto.

14.2 Except where the terms of this Contract expressly provide otherwise, any amendment to this Contract shall not be binding on the parties unless such amendment be in writing, executed by both CITY and SCHOOL and dated subsequent to the date hereof.

14.3 It is understood and agreed by parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

## **XV. NOTICE**

15.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient if in writing and sent certified mail, return receipt requested, postage prepaid, to CITY or SCHOOL at the respective address set forth below or to any other address of which written notice of change is given:

### **CITY**

City of San Antonio  
Attn: Thomas Schlenker, M.D., M.P.H., Director of Health  
San Antonio Metropolitan Health District  
332 West Commerce, Suite 307  
San Antonio, Texas 78205

### **SCHOOL**

University of Texas Health Science Center at San Antonio  
Attn: Dr. Kenneth L. Kalkwarf  
Dental School  
7703 Floyd Curl  
San Antonio, Texas 78229

## **XVI. LEGAL AUTHORITY**

16.1 The person signing on behalf of SCHOOL represents and warrants and certifies that he has full legal authority to execute this Contract on behalf of SCHOOL and has authority to bind SCHOOL to all the terms, conditions, provisions and obligations contained herein.

## **XVII. COMPLIANCE**

17.1 SCHOOL shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations.

17.2 The SCHOOL certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the SCHOOL to suspension of payments, termination of Contract, and debarment and suspension actions.

17.3 SCHOOL shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, SCHOOL agrees to abide by all applicable provisions of San Antonio City Ordinance Number 69403 passed and approved May 3, 1989, on file in the City Clerk's Office, as well as UTHSCSA personnel policies and procedures. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:

- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
- b. Section 504 of the Rehabilitation Act of 1973, as amended;
- c. The Age Discrimination Act of 1975, as amended;
- d. Title IX of the Education Amendments of 1972, as amended; and
- e. All applicable regulations implementing those laws.

17.4 The funding level of this contract is based on the allocation to SAMHD by the City of San Antonio. The budget to this contract may be adjusted to correspond to the actual allocation awarded. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

## **XVIII. VENUE AND GOVERNING LAW**

**18.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**

**18.2 ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

**XIX. SEVERABILITY**

19.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future laws during the term of this Contract, including any extension and renewal hereof, it is the intention of the parties hereto that the remainder of the Contract shall not be affected thereby, and that in lieu of each clause or provision of the Contract that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the Contract.

**XX. GENDER**

20.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XXI. CAPTIONS**

21.1 The captions contained in this Contract are for convenience of reference only and shall in no way limit or enlarge the terms and conditions of this Contract.

**XXII. ENTIRE AGREEMENT**

22.1 This Contract, together with its authorizing ordinance and exhibits, if any, embodies the final and entire agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract. No other agreements, oral or otherwise regarding the matters of this Contract shall be deemed to exist or to bind the parties unless same be executed in accordance with Section XIV.

----- **THIS SECTION INTENTIONALLY LEFT BLANK** -----

**XXIII SUBCONTRACTING**

23.1 Any work or services contracted, subcontracted, or assigned hereunder by SCHOOL, shall be contracted, subcontracted, or assigned only by prior approval of the San Antonio City Council, as evidenced by the passage of a City Council ordinance.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF SAN ANTONIO**

\_\_\_\_\_  
Thomas Schlenker, M.D., M.P.H.  
Director of Health

ATTEST:

\_\_\_\_\_  
Leticia M. Vacek  
City Clerk


\_\_\_\_\_  
Date

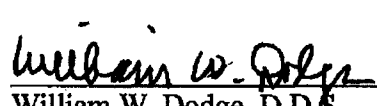
APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bernard  
City Attorney

**UNIVERSITY OF TEXAS HEALTH  
SCIENCE CENTER AT SAN ANTONIO  
DENTAL SCHOOL**

  
\_\_\_\_\_  
Kenneth D. Kalkwarf, D.D.S., M.S.  
Dean, UTHSCSA Dental School

  
\_\_\_\_\_  
Andrea M. Marks, MBA, CPA  
VP and Chief Financial Officer  
UTHSCSA

  
\_\_\_\_\_  
William W. Dodge, D.D.S.  
Vice Dean  
UTHSCSA Dental School

\_\_\_\_\_  
Jack C. Park, J.D.  
Senior Legal Officer/Legal Affairs/UTHSCSA

# Attachment XXXII



STATE OF TEXAS  
  
COUNTY OF BEXAR

§  
§  
§  
§

**AGREEMENT TO USE FUNDS OF  
THE CITY OF SAN ANTONIO**

This Agreement ("AGREEMENT") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation acting by and through its City Manager pursuant to Ordinance No. 2011-09-\_\_\_\_\_, dated \_\_\_\_\_, 2011 and the Westside Development Corporation ("WDC"), a Texas non-profit corporation; collectively, the "Parties".

**WHEREAS**, the City Council (the "Council") of the CITY has recognized the community revitalization efforts and mission of WDC to serve historically underutilized areas on behalf of the City; and

**WHEREAS**, CITY has provided certain funds from its General Fund, which have been budgeted to WDC in the Westside Development Corporation Special Revenue Fund (Fund) for use by WDC as a one-time allocation from the CITY's adopted budget; and

**WHEREAS**, CITY designates its Center City Development Office as the City Department, acting for its City Manager, responsible for the evaluation and monitoring of this AGREEMENT (hereinafter referred to as "CITY's RESPONSIBLE DEPARTMENT"). The Department of Finance and other City departments will function in a supporting role; and

**WHEREAS**, CITY now wishes to engage WDC in meeting such objectives and following such procedures as described in this AGREEMENT pursuant to its mission; **NOW THEREFORE**:

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

**I. GENERAL PROVISIONS**

1. WDC is a non-profit corporation governed by a Board of Directors with a mission of advocating and working for the area business community toward the building and sustaining of a diverse and prosperous economy.
2. WDC, in furtherance of its mission, provides loans, grants and other assistance to small, diverse businesses as part of its operations.
3. WDC agrees by the execution of this AGREEMENT to comply with any and all provisions of this AGREEMENT and accept administrative and fiscal responsibility for the use and documentation of expenditures of funds provided by CITY.
4. WDC represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.
5. The signer of this AGREEMENT for WDC represents, warrants, assures and guarantees that he or she has full legal authority to execute this AGREEMENT on behalf of WDC and to bind WDC to all terms, performances and provisions herein contained.
6. In the event that a dispute arises as to the legal authority of either WDC, or the person signing on behalf of WDC, to enter into this AGREEMENT, CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this AGREEMENT.

Should CITY suspend or permanently terminate this AGREEMENT pursuant to this paragraph, however, WDC shall be liable to CITY for any money it has received from CITY for performance of any of the provisions herein.

7. WDC understands that the funds provided pursuant to this AGREEMENT are funds which have been made available by CITY's Fund and WDC will, therefore, comply with all rules, regulations, policies and procedures applicable to these funds as directed by CITY.
8. WDC and CITY agree that WDC is an independent contractor, that WDC shall be responsible to all Parties for its respective acts and omissions, and that CITY shall in no way be responsible therefore, and that neither has authority to bind the other, or hold out to third parties that it has the authority to bind the other.
9. WDC understands and agrees that this AGREEMENT is subject to mutual termination. Therefore, either Party shall have the option of terminating this AGREEMENT by giving the other Party no less than thirty (30) days written notice. Such notice shall specify the effective date of termination, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.
10. WDC understands and agrees that this AGREEMENT may be revised and updated by and at the discretion of the City Council of the City of San Antonio. Therefore, WDC agrees that, at such time as any revisions are so made during the term hereof, this AGREEMENT will be amended to include such revisions. In the event that WDC does not agree to any changes, WDC shall have the option of terminating this AGREEMENT by giving thirty (30) days written notice to CITY. WDC shall have the right to exercise such option within thirty (30) days of receipt of notice of any such revisions.
11. WDC understands and agrees that this AGREEMENT is subject to a general reduction in funding. If and when CITY implements a reduction in Fund expenditures, agreements funded by CITY's Fund, including this AGREEMENT may, at CITY's option, be reduced in a like manner. CITY will attempt to provide WDC with as much advance notice of a potential funding reduction as is possible to allow WDC to make budget adjustments.
12. In no event shall CITY be liable for any expense of WDC not eligible or allowable hereunder.
13. Should WDC fail to fulfill in a timely and proper manner the obligations under this AGREEMENT, as determined solely by the Director of the City's RESPONSIBLE DEPARTMENT or if WDC should violate any of the covenants, conditions or stipulations of this AGREEMENT, CITY shall have the right to terminate this AGREEMENT by sending written notice to WDC of such termination and specifying the effective date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which such notice is sent.
  - a. Previous breach of any of the terms or conditions herein shall not be construed as a waiver of same nor preclude CITY's termination right for successive breach of the same condition.
  - b. Notwithstanding the above, WDC shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.
  - c. In addition to the above provisions, the City Council shall have the right to terminate this Agreement at any time upon a finding by ordinance that WDC's activities, programs or operations no longer are in the best interest of the City of San Antonio or its citizens. Adequate provisions shall be made for WDC to be

heard by the City Council prior to voting on such an ordinance. The effective date of the termination shall be set in the ordinance.

14. Should this AGREEMENT be terminated by any Party for any reason and the program objectives not fully completed as stated in Section II of this AGREEMENT as determined solely by CITY after consultation with WDC, WDC shall refund any and all unused funds either allocated and in possession of WDC or unallocated and in the possession of CITY shall be the sole property of CITY and CITY shall have the right to: (1) reclaim any and all funds unused but distributed to WDC under the terms of this AGREEMENT; or (2) retain any and all funds allocated but not distributed to WDC.
15. Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall begin on October 1, 2011 and shall terminate on September 30, 2012. This AGREEMENT may be renewed annually, for up to two (2) years, subject to appropriation of funds by City Council.
16. WDC shall establish and use internal accounting and administrative controls to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action and to prevent frauds and program abuse. CITY shall review, and WDC shall allow review of, WDC's system of internal administrative and accounting controls, as it deems necessary to ensure financial responsibility.
17. WDC warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon any other agreement or understanding for a commission, percentage, brokerage, or contingent fee, and further that no such understanding or agreement exists or has existed, with any employee of WDC or CITY.
18. WDC may leverage funds provided hereunder either directly or indirectly as a contribution in order to obtain any federal funds under any federal program that is consistent with the program objectives herein, upon prior written approval by CITY's RESPONSIBLE DEPARTMENT.
19. WDC is authorized to publicly acknowledge that the City of San Antonio is supportive of the objectives as described in this AGREEMENT and Attachments I and II, and has contributed to the cause of realizing such objectives.
20. WDC acknowledges that this AGREEMENT cannot be assigned without the express written consent of CITY's RESPONSIBLE DEPARTMENT.
21. WDC shall not use funds from this AGREEMENT for purposes other than those listed in Section II of this Contract without prior written consent of the CITY's RESPONSIBLE DEPARTMENT.

## **II. SCOPE OF SERVICES AND FUNDING**

1. WDC shall utilize up to three hundred six thousand six hundred four dollars (\$306,604.00) provided by CITY from its Fund for the funding or partial funding of WDC toward its operations in performing its mission on behalf of the CITY, to be used by WDC in conformance with the approved budgets in Attachments I and II. The aforementioned funds shall be paid as follows:
  - a. Up to seventy two thousand five hundred twenty dollars (\$72,520.00) shall be paid directly from the Fund to WDC's loaned CITY employee on a monthly basis for salary, taxes and benefits as shown in the budget in Attachment I.
  - b. Up to two hundred thirty four thousand eighty four dollars (\$234,084.00) shall be paid from the Fund to WDC by CITY on a quarterly basis, to be utilized by WDC as documented in the budget in Attachment II.

2. All funds utilized shall be in compliance with the CITY's funding priorities and WDC's economic development mission articulated in its enabling Ordinance and Articles of Incorporation approved by CITY. WDC shall also fulfill the following requirements:
  - a. WDC shall provide CITY's RESPONSIBLE DEPARTMENT with proper documentation verifying receipt of year 2011 and 2012 funding commitments from all other specified sources for WDC, if any.
  - b. WDC shall provide CITY's RESPONSIBLE DEPARTMENT quarterly budget reports outlining contributions and expenditures (to include all sources of funding).
  - c. WDC shall submit all required and requested documents to CITY's RESPONSIBLE DEPARTMENT for proper review of WDC expenditures and activities. Any requests for Fiscal Year 2013 funding must be submitted to CITY's RESPONSIBLE DEPARTMENT by June 1, 2012.
2. The CITY's RESPONSIBLE DEPARTMENT is assigned monitoring responsibility for this AGREEMENT. WDC will provide CITY's staff, including internal auditors, EEO officers and other persons as designated by CITY, such as independent public accountants, access during regular business hours, as deemed necessary by CITY for the purposes of auditing, monitoring, evaluating, coordinating, investigating and making excerpts and/or copies of any and all of WDC's books, records and files on the objectives covered by this AGREEMENT. WDC understands that CITY may require any and all books, records and files of WDC necessary to ensure WDC's compliance and use of generally accepted governmental accounting principles.
  - a. All such records shall continue to be available for inspection and audit for a period of five (5) years after the termination date hereof. However, if an audit or investigation of WDC begins during the course of this five-year period, then WDC is required to maintain said records until such time as the audit or investigation is completely finished.
  - b. WDC agrees that during the term of this AGREEMENT, any duly authorized representative of CITY's RESPONSIBLE DEPARTMENT shall have the right to conduct on-site inspections at reasonable times and to interview personnel and clients for the purposes of evaluating and monitoring the objectives for compliance with this AGREEMENT.
  - c. The submission of falsified information or the failure to timely submit all information by WDC as requested by CITY is grounds for termination of this AGREEMENT.
3. WDC agrees to abide by the CITY's current Ethics Code or any amendment or revisions thereto. WDC will establish safeguards to prohibit anyone whose position is funded or partially funded by this AGREEMENT from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have family, business or other ties. CITY may, at its option, cancel this AGREEMENT for any violation of this section.
4. WDC agrees to establish internal procedures that ensure employees funded or partially funded by this AGREEMENT have an established complaint and grievance policy.
  - a. Such grievance policy will include procedures to receive, investigate and resolve complaints and grievances in an expeditious manner.

- b. In the event no complaint and grievance policy has been established, WDC will follow the procedures outlined in the San Antonio Municipal Civil Service rules in regard to employees funded or partially funded by this AGREEMENT.

### III. FISCAL MANAGEMENT

1. An accounting system using generally accepted accounting principles for governmental entities which accurately reflects all costs chargeable (paid and unpaid) to this AGREEMENT is mandatory.
2. WDC will establish an account in a commercial bank as a depository for receipt and expenditure of all funds provided hereunder. A separate account shall be maintained for funds under this AGREEMENT to assure separation of funds, unless otherwise approved by the CITY's RESPONSIBLE DEPARTMENT.
3. No fees may be charged to or donations requested from participants in any CITY-funded agreement without the prior written approval of the CITY's RESPONSIBLE DEPARTMENT.
4. **To the extent allowed by law, WDC covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature including, but not limited to, personal or bodily injury, death and property damage made upon the CITY directly or indirectly arising out of, resulting from or related to WDC'S activities under this Agreement, including any acts or omissions of WDC, any agent, officer, director, representative, employee, consultant or subcontractor of WDC, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT WDC AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. WDC shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or WDC that is known to WDC, related to or arising out of WDC's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at WDC's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving WDC of any of its obligations under this paragraph.

5. Upon completion or termination of the objectives as described in this AGREEMENT, any unused funds, rebates or credits must immediately be returned by WDC to CITY.
6. WDC shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this AGREEMENT and CITY may withhold funds otherwise due as damages.

7. Should any expense or charge that has been paid with funds from this AGREEMENT be subsequently disapproved or disallowed as a result of any site review or audit, WDC will immediately refund such amount to CITY. WDC further authorizes CITY, if CITY so elects, to deduct such amount or charge as a claim against future payments, if any. The CITY's RESPONSIBLE DEPARTMENT has the express authority to deduct such claims from subsequent reimbursements.
8. Audit Conditions and Requirements:
  - a. CITY, a political entity, unlike a business for profit, is more interested in knowing if agencies have accomplished or achieved the objectives as stipulated in their contracts and/or agreements, as opposed to certifications that the Balance Sheet fairly represents the financial position at a given date. Therefore, it is essential that City is made aware of progress made upon this AGREEMENT. Following 30 days after a written request by City, WDC shall submit a written report stating what has been accomplished to date and the most current percentage of completion of the total contract that has been performed.
  - b. It is imperative any auditor performing an audit of WDC read the entire AGREEMENT, including all attachments, between the CITY and WDC, since the budget and financial compliance of the AGREEMENT is only a portion of the total contractual obligation.
  - c. All CITY-funded contracts and agreements, including this AGREEMENT, are subject to periodic audits at any reasonable hour of the day by CITY auditors. This includes the auditing of both WDC and subcontractors related to this AGREEMENT.
  - d. If WDC expends \$50,000.00 or more in Fund dollars during the term of this contract, then WDC shall furnish the CITY'S RESPONSIBLE DEPARTMENT and other City Departments designated by the RESPONSIBLE DEPARTMENT with audited financial statements, prepared by an independent auditor (CPA), within one hundred and twenty (120) days of the close of WDC's fiscal year or within thirty days of the completion of any audit performed. In addition to the audited financial statements, a copy of any internal controls review, audit exceptions and management letter should be submitted. The audited financial statements must include a schedule of receipts and disbursements by budgeting cost category and a certification from WDC stating whether or not the terms and conditions of the contract were met. If the CITY determines, in its sole discretion, that WDC is in violation of the above requirements, the CITY shall have the right to dispatch auditors of its choosing to conduct the required audit and to have WDC pay for such audit. In addition, when WDC has expended federal or state funds that exceed the single audit threshold amount in effect during the period of this contract, the audit shall be conducted in accordance with the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget Circular A-133 (latest revision), and/or the State of Texas Single Audit Circular.
9. WDC understands and agrees to abide by and adhere to applicable federal, state and CITY provisions regarding financial accounting.

#### **IV. INSURANCE REQUIREMENTS**

1. Prior to the commencement of any work under this Agreement, WDC shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Responsible Department, which shall be clearly labeled "Westside Development Corporation Agreement To Use Funds" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a

Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Responsible Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

2. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
3. WDC's financial integrity is of interest to the City; therefore, subject to WDC's right to maintain reasonable deductibles in such amounts as are approved by the City, WDC shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at WDC's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1.. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  \$100,000
2. Directors and Officers (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

4. WDC agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of WDC herein, and provide a certificate of insurance and endorsement that names the WDC and the CITY as additional insureds. WDC shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter

signed by City's Risk Manager, which shall become a part of the contract for all purposes.

5. As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). WDC shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. WDC shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Center City Development Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

6. WDC agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
  - Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
  - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
7. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, WDC shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend WDC's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
8. In addition to any other remedies the City may have upon WDC's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order WDC to stop work hereunder, and/or withhold any payment(s) which become due to WDC hereunder until WDC demonstrates compliance with the requirements hereof.
9. Nothing herein contained shall be construed as limiting in any way the extent to which WDC may be held responsible for payments of damages to persons or property resulting from WDC's or its subcontractors' performance of the work covered under this Agreement.
10. It is agreed that WDC's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.



11. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..
12. WDC and any WDC subcontractors are responsible for all damage to their own equipment and/or property.

**V. EQUAL EMPLOYMENT OPPORTUNITY POLICY**

1. WDC agrees to post in a conspicuous place available to employees, applicants for employment and contractors funded or partially funded under this AGREEMENT, notices to be provided by the contracting officer setting forth the provisions of this Nondiscrimination Clause.
2. WDC will, in all solicitations or advertisements for employees or contractors placed by or on behalf of WDC, state that all qualified applicants will receive fair consideration for employment or contract without regard to race, color, national origin, religion, sex, sexual orientation, age, disability, or political belief or affiliation.
3. WDC agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Nondiscrimination Clause and any additional policies as may be required as a result of local, state or federal initiatives. WDC will furnish all information and reports requested by CITY and will permit access to books, records and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.
1. In the event of WDC's failure or refusal to comply with this Nondiscrimination Clause, this AGREEMENT may be canceled, terminated or suspended in whole or in part, and WDC may be debarred from further contracts with CITY.

**VI. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS**

1. WDC further represents and warrants that:
  - a. All information, data or reports heretofore or hereafter provided to CITY shall be and shall remain complete and accurate as of the date shown on the information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;
  - b. Any supporting financial statements heretofore or hereafter provided to CITY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of WDC on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to CITY, there has been no material change, adverse or otherwise, in the financial condition of WDC;
  - c. No litigation or proceedings are presently pending or threatened against WDC or, if pending, have been disclosed by WDC in writing to CITY;
  - d. None of the provisions contained herein contravene or in any way conflict with the authority under which WDC is doing business, or with the provisions of any existing indenture or agreement of WDC;
  - e. WDC has the legal authority to enter into this AGREEMENT and accept payments hereunder, and has taken all necessary measures to authorize such execution of AGREEMENT and acceptance of payments pursuant to the terms and conditions hereof; and

- f. None of the assets of WDC are subject to any lien or encumbrance of any character, except as shown in the financial statements provided by WDC to CITY.

## **VII. LEGAL/LITIGATION EXPENSES**

1. Under no circumstances shall the funds received under this AGREEMENT or any other funds received from CITY be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY. WDC must obtain the written approval of the City Attorney's Office before any funds received under this AGREEMENT may be used in any adversarial proceeding against any other governmental entity or any other public entity.
2. During the term of this AGREEMENT, if WDC files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this AGREEMENT and all access to the funding provided for hereunder may terminate if it is found that WDC has violated this Article.
3. WDC, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.
4. For purposes of this Article, "adversarial proceedings" include any cause of action filed by WDC in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

## **VIII. CHANGES AND AMENDMENTS**

1. Except when the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and WDC.
2. It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this AGREEMENT and that any such changes shall be automatically incorporated into this AGREEMENT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

## **IX. SEVERABILITY OF PROVISIONS**

If any clause or provision of this AGREEMENT is held invalid, illegal or unenforceable under present or future federal, state or local laws including, but not limited to, the City Charter, City Code or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this AGREEMENT that is invalid, illegal or unenforceable, there be added as a part of this AGREEMENT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **X. NON-WAIVER OF PERFORMANCE**

1. No waiver by CITY of a breach of any of the terms, conditions, covenants or guarantees of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of CITY to insist in any one or more cases upon the strict performance of any of the covenants of this AGREEMENT, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the

future of such covenant or option. In fact, no waiver, change, modification or discharge by any Party hereto of any provision of this AGREEMENT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

2. No act or omission of CITY shall in any manner impair or prejudice any' right, power, privilege, or remedy available to CITY hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.
3. No representative or agent of CITY may waive the effect of the provisions of this Article.

**XI. SPECIAL CONDITIONS**

1. All WDC invoices or reports regarding eligible expenditures pursuant to this AGREEMENT must be submitted to CITY's RESPONSIBLE DEPARTMENT by WDC no later than thirty (30) days preceding the following quarter after WDC incurs the expense.
2. WDC understands and agrees that WDC is required to refund money, pursuant to 80(R) HB 1196, that WDC has received from CITY through this Agreement, in the event of WDC's conviction of knowingly employing an undocumented worker, with repayment required within six months of final conviction. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.

**XII. ENTIRE AGREEMENT**

This AGREEMENT constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

**XIII. NOTICE**

1. For purposes of this AGREEMENT, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:  
Director  
Center City Development Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

WDC:  
Executive Director  
Westside Development Corporation  
2300 West Commerce, Ste. 207  
San Antonio, Texas 78207-3839

and

City Attorney's Office  
Commerce & Visitor's Services Division  
City Hall, 3<sup>rd</sup> Floor  
San Antonio, Texas 78205

2. Notice of changes of address by any Party must be made in writing and delivered (or mailed, registered or certified mail, postage prepaid) to the other Party's last known address within five (5) business days of such change.

**XIV. PARTIES BOUND**

This AGREEMENT shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

**XV. GENDER**

Words of gender used in this AGREEMENT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XVI. RELATIONSHIP OF PARTIES**

Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

**XVII. TEXAS LAW TO APPLY**

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

**XVIII. CAPTIONS**

The captions contained in this AGREEMENT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this AGREEMENT.

EXECUTED IN DUPLICATE ORIGINALS this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

CITY OF SAN ANTONIO

WESTSIDE DEVELOPMENT CORPORATION

\_\_\_\_\_  
Sheryl Sculley  
City Manager

\_\_\_\_\_  
Ramon Flores  
Executive Director

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Leticia Vacek  
City Clerk

\_\_\_\_\_  
Leslie Orton Haby  
Assistant City Attorney

## **ATTACHMENT I**

Attachment I

**FY 2012 Westside Development Corporation  
City Authorized Position Expenses**

Fund: 29644000

Cost Center: 1606010001

Commitment Item		FY 2012 PROPOSED
5101010	Regular Salaries	\$ 50,505
5103005	FICA & Medicare Exp	\$ 3,864
5103010	Life Insurance	\$ 50
5104030	Flex Benefits Contr	\$ 7,425
5105010	Retirement Exp	\$ 5,178
5181025	RESERVE COLA	\$ 1,442
<b>PERSONAL SERVICES</b>		<b>\$ 68,464</b>
<b>CONTRACTUAL SERVICES</b>		<b>\$ 0</b>
<b>COMMODITIES</b>		<b>\$ 0</b>
5403543	IT Assessment Fee	\$ 2,955
5405020	Workers Comp Assess	\$ 621
5405030	General Liab. Assess	\$ 480
<b>SELF INSURANCE/OTHER</b>		<b>\$ 4,056</b>
<b>TOTAL</b>		<b>\$ 72,520</b>

Total WDC Budget	\$ 306,604
Amount to WDC	\$ 234,084

## ATTACHMENT II

Attachment II

FY 2012 Westside Development Corporation

Fund: 29644000

Cost Center: 1606010001

Commitment Item		FY 2012 PROPOSED
5101010	Regular Salaries	\$ 50,505
5103005	FICA & Medicare Exp	\$ 3,864
5103010	Life Insurance	\$ 50
5104030	Flex Benefits Contr	\$ 7,425
5105010	Retirement Exp	\$ 5,178
5170100	Retiree Hlth Assess	\$ 516
5181025	RESERVE COLA	\$ 1,442
<b>PERSONAL SERVICES</b>		<b>\$ 68,980</b>
5201025	Education - Classes	\$ 2,500
5201040	Fees to Prof Contr	\$ 220,011
5203030	Procurement Fee	\$ 57
5203060	Binding & Printing	\$ 2,500
5205010	Mail and Parcel Post	\$ 3,000
5207010	Travel-Official	\$ 2,500
5208020	Rent City Motor Pool	\$ 500
<b>CONTRACTUAL SERVICES</b>		<b>\$ 231,068</b>
5302010	Office Supplies	\$ 1,000
5304010	Food	\$ 1,500
<b>COMMODITIES</b>		<b>\$ 2,500</b>
5403543	IT Assessment Fee	\$ 2,955
5405020	Workers Comp Assess	\$ 621
5405030	General Liab. Assess	\$ 480
<b>SELF INSURANCE/OTHER</b>		<b>\$ 4,056</b>
<b>TOTAL</b>		<b>\$ 306,604</b>



# Attachment XXXIII

STATE OF TEXAS \*  
COUNTY OF BEXAR \* FUNDING CONTRACT WITH NATIONAL WESTERN ART  
FOUNDATION  
CITY OF SAN ANTONIO \*

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 2011-09-15-0749 dated September 15, 2011, and the National Western Art Foundation, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Office of Cultural Affairs is designated as the managing City department (hereinafter referred to as "OCA") for the City; and

WHEREAS, City has adopted \$100,000.00 in funding from City's general Fund in its Fiscal Year 2012 Operating Budget for Contractor to be used for operational support;

WHEREAS, Contractor is in the process of constructing a museum at 210 W. Market Street, on property leased from the City, ("Project") and such construction is estimated to be completed in 2012; NOW THEREFORE:

The parties hereto agree as follows:

#### I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Performance Plan and Budget, affixed hereto and incorporated herein for all purposes as **Attachment I**.

#### II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on October 1, 2011 and shall terminate on September 30, 2012. The Contract has two one-year renewal terms, subject to the future budgetary appropriation of City. In the event City Council appropriates such funding, agreements covering the renewal periods will be executed by the parties hereto.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII.

#### III. CONSIDERATION

3.1 In consideration of Contractor opening Project, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. 2011-09-15-0749. Said budget is part of **Attachment I** to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed \$100,000.00.

3.2 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received matching funds in the amount of \$100,000.00. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract.

3.3 Contractor agrees to comply with the Special Provisions set forth in Article XVIII, below.

#### IV. PAYMENT

4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the

sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

- 4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City’s liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in **Attachment I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.
- (B) All funds received under this Contract shall be subject to the following payment schedule (“Disbursement Schedule”):

	October	January	April	September
\$100,000	30%	30%	30%	10%

- (1) The Disbursement Schedule takes effect upon Contract execution.
  - (2) Invoice support documents must be provided by 4:00 p.m. on the 10<sup>th</sup> of the Month as set forth in the Disbursement Schedule and must reflect the budget set forth in Attachment I.
  - (3) Contractor must provide support documentation for prior payments before receiving further payment.
  - (4) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.
  - (5) If Contractor fails to timely comply with any of the reporting requirements of this Contract including but not limited to invoicing, and submitting Contract Monitoring Reports and any and all documents related to the contract, as determined by the sole discretion of the Executive Director of OCA, funds not yet received under this Contract shall revert to a monthly reimbursement schedule, as determined by the Executive Director of OCA, according to standard procedures followed by City’s Finance Department.
- 4.3 The City Manager, Assistant City Manager or the Director of OCA may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry and such changes shall not necessitate an amendment to this Contract.
- 4.4 The Executive Director of OCA may require the Contractor’s submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.
- 4.5 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of OCA.
- 4.6 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of OCA prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.

4.7 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).

4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) accurate, current, and complete disclosure of financial support from each Federal, State and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII. of this Contract. If accrual basis reports are required, Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

(B) adequate identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;

(C) effective control over and accountability for all funds, property, and other assets. Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;

(D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by City, financial information should be related to performance and unit cost data;

(E) procedures to minimize the time elapsing between the transfer of funds from City and the disbursement of said funds by Contractor;

(F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, and the terms of the award, grant, or contract, with City;

(G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). Contractor shall maintain records and shall meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to this Contract. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees to comply with the following check procedures:

(A) No blank checks are to be signed in advance;

(B) No checks are to be made payable to cash or 'bearer' with the exception of those for petty cash reimbursement, not to exceed a \$100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed \$200.00 for any given calendar month during the term of this Contract unless Contractor receives prior written approval from OCA to exceed such limit. Such requests for petty cash must be supported by the submission to OCA of an original receipt; and

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account no later than three (3) business days of Contractor's receipt of each such check, and shall never be cashed for purposes of receiving the face amount back. If such check(s) are not cashed within ninety (90) days from the date of issue, such checks shall be investigated by City and stop-payment orders issued, as applicable. Upon cancellation of any outstanding check, if deemed appropriate

by City, Contractor may be reissued such check but, if deemed by City not to be a valid expense, such check shall be immediately returned to City.

- 4.10 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.
- 4.11 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Contract, must immediately, upon receipt, be returned by Contractor to City.
- 4.12 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of OCA may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.
- 4.13 Contractor must be designated as a 501(c)(3).
- 4.14 City reserves the right to request Contractor to provide additional records for long distance calls, faxes and/or cell phone calls charged to City.

#### V. PROGRAM INCOME

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor shall be permitted to retain such funds to be:
  - (A) added to the funding under this Contract and used to further eligible Contractor objectives, in which case proposed expenditures must first be approved by City; or
  - (B) deducted from the total Contract cost for the purpose of determining the net cost reimbursed by City.
- 5.2 Contractor shall provide OCA, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.
- 5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.
- 5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

#### VI. ADMINISTRATION OF CONTRACT

- 6.1 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

## VII. AUDIT

- 7.1 If Contractor expends less than \$250,000.00 of City dollars, then during the term of this Contract, Contractor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.
- 7.2 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to OCA within ten (10) days of Contractor's receipt of the report.
- 7.3 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Contract records.

Contractor shall, during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available to the auditing entity books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of four (4) years. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

- 7.4 City may, at its sole discretion, require Contractor to use any and all of City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and Contractor shall abide by such requirements.
- 7.5 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, OCA may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If OCA elects to deduct such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce Contract expenditures and Contractor must use its own funds to maintain Contract goals.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of Contractor and shall not be paid from any funds received by Contractor under this Contract.

## VIII. RECORDS, REPORTING, AND COPYRIGHTS

- 8.1 OCA is assigned monitoring, fiscal control, and evaluation of the Contract. Therefore, at such times and in such form as may be required by OCA, Contractor shall furnish to OCA, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.
- 8.2 Contractor shall submit to OCA such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to OCA no later than 4:00 p.m. on the tenth (10<sup>th</sup>) day of month according to the schedule below in which the reported activities occurred as stated on the Performance Plan set forth in Attachment I.

	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
\$25,000 and Greater	January 10 <sup>th</sup>	April 10 <sup>th</sup>	July 10 <sup>th</sup>	October 10 <sup>th</sup>

- 8.3 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.
- 8.4 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003(8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code.
- Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Executive Director of OCA, unless required to do so by a court of competent jurisdiction. OCA shall be notified of such request as set forth in Article VIII., Section 8.3 of this Contract.
- 8.5 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Contract.
- 8.7 Contractor shall provide to OCA all information requested by OCA relating to the Contractor's Board functions. Information required for submission shall include, but may not be limited to:
- (A) Roster of current Board Members including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);
  - (B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and
  - (C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request:

- (D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors records; and
- (E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.

8.8 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html> and any amendments thereto, as well as Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

**IX. INSURANCE**

9.1 Contractor agrees to comply with the following insurance provisions:

- (A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City’s Office of Cultural Affairs, which shall be clearly labeled “National Western Art Foundation” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent’s signature and phone number and be mailed with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City’s Office of Cultural Affairs. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.
  
- (B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereupon City may incur increased risk.
  
- (C) A Contractor’s financial integrity is of interest to the City; therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

<u>TYPE</u>	<u>AMOUNTS</u>
Broad Form Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> <li>a. Premises operations</li> <li>b. Independent Contractors</li> <li>c. Products/completed operations</li> <li>d. Personal Injury</li> <li>e. Contractual Liability</li> </ul>	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage



Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	<u>Combined Single Limit for Bodily Injury and  Property Damage of \$1,000,000 per occurrence</u>
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(D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Office of Cultural Affairs  
PO Box 839966  
San Antonio, Texas 78283-3966

(E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City
- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

(F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor’s performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.

(G) In addition to any other remedies the City may have upon Contractor’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(H) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor’s or its subcontractors’ performance of the work covered under this Contract.

- (I) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Contract.
- (J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- (K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

## X. INDEMNITY

- 10.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this AGREEMENT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 10.2 **The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**
- 10.3 **CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this AGREEMENT.**
- 10.4 **Defense Counsel – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.**

- 10.5 **Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker’s compensation or other employee benefit acts.**

#### XI. APPLICABLE LAWS

- 11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:
- worker’s compensation;
  - unemployment insurance;
  - timely deposits of payroll deductions;
  - Occupational Safety and Health Act regulations;
  - Employee Retirement Income Security Act of 1974, P.L. 93-406.
  - Drug-Free Workplace Act of 1988 and the Texas Worker’s Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
  - American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
  - City of San Antonio and Bexar County charter, ordinances and bond ordinances.
- 11.2 Contractor shall not engage in employment practices, which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure applicants and employees are treated without regard to their race, color, religion, national origin, sex, age, handicap, political belief or affiliation. Additionally, Contractor agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.
- 11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:
- Information on Tax Return form 990, 990N or 990T,
  - Quarterly Tax Return Form 941, W-2’s Form 1099 on individuals who received compensation other than wages, such as car allowance, and
  - Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.
- Contractor shall also maintain and submit to OCA upon written request form 990, 990N or 990T.
- 11.4 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:
- (A) OMB Circular A-21, entitled, “Cost Principles for Educational Institutions”;
  - (B) OMB Circular A-87, entitled, “Cost Principles for State, Local and Indian Tribal Governments”;
  - (C) OMB Circular A-102, entitled, “Grants and Cooperative Agreements with State and Local Governments”;
  - (D) OMB Circular A-122, entitled, “Cost Principles for Non-Profit Organizations”;
  - (E) OMB Circular A-133, entitled, “Audits of States, Local Governments, and Not for Profit Organizations”.

- 11.5 All expenditures by Contractor or any of its subcontractors exceeding \$25,000.00 must be pre-approved in writing by OCA. Furthermore, all expenditures by Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations including all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code which include groups of separate, sequential or component purchases, as such terms are defined in Section 252.001 of the Texas Local Government Code, exceeding a total cost of \$3,000.00 set forth in this Section.

## XII. NO SOLICITATION/CONFLICT OF INTEREST

- 12.1 Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of Contractor or City. For breach or violation of this warrant, City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.
- 12.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 12.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 12.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:
- (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
  - (B) Have any direct or indirect interest in this Contract or the proceeds thereof.
- 12.5 Contractor acknowledges that it is informed that Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52(e) of the City Ethics Code. If Contractor is a business entity, Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor

further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

### XIII. TERMINATION

- 13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.
- 13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Contract would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.
- 13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.
- 13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 7.5 of this Contract. The obligations of Contractor to return such funds to City in accordance with this Section, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

### XIV. PROHIBITION OF POLITICAL ACTIVITIES

- 14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, whether partisan or non-partisan, nor shall the personnel involved in the administration of this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

- 14.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 14.3 The prohibitions set forth in Article XIV., Sections 14.1 and 14.2 of this Contract include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
  - (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
  - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
  - (D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 14.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to OCA. Contractor shall list the name and number of a contact person from OCA on the statement that Contractor's personnel can call to report said violations.
- 14.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at City's discretion, be withheld until the situation is resolved.
- 14.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

## XV. PERSONNEL MANAGEMENT

- 15.1 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this Agreement.
- 15.2 Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 15.3 Contractor is permitted to pay its full time employees for the total number of holidays authorized by City Council for City employees. If Contractor elects to observe more than the total number of holidays, authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.
- 15.4 Contractor agrees to include job titles in their invoice(s), and additionally must provide to City upon request any salary or range increase/decrease information for City funded personnel positions.

- 15.5 Contractor agrees that all copies of written job descriptions for City funded personnel positions will be filed in all individual personnel folders for each position in the organization.
- 15.6 The Contractor agrees to provide City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.
- 15.7 At the sole discretion of the Executive Director of OCA, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below :
- (A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;
- (B) To serve as a juror;
- (C) To attend the funeral of someone in the immediate family. Immediate family shall include father, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee's household. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
- (D) To attend seminars or workshops;
- 15.8 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in a non-supervisory position.
- 15.9 Contractors providing performance pay for City-funded employees must perform regular employee appraisals which shall be made available to City upon request.
- 15.10 Contractor's primary contact for this Contract is (Name/Title) \_\_\_\_\_ and (Name/Title) \_\_\_\_\_ shall serve as the secondary contact. All contacts identified herein will have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

#### XVI. ADVERSARIAL PROCEEDINGS

- 16.1 Contractor agrees to comply with the following provisions :
- (A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against City or any other public entity; and
- (B) Contractor, at City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against City remains unresolved.

#### XVII. CITY-SUPPORTED PROJECT

- 17.1 Contractor shall identify all events and activities funded in whole under this Contract by stating that such events or activities are "supported by the City of San Antonio's Office of Cultural Affairs" and by utilizing the official OCA logo (not the "sahearts" website logo).
- 17.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.

- 17.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.
- 17.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

#### XVIII. SPECIAL PROVISIONS

- 18.1 Indecency. The following is City's policy statement regarding material and/or performances funded under OCA's Arts Agency Contracts:

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 18.1(b).

(B) Contractor must make OCA aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

#### XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

- 19.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

#### XX. ASSIGNMENT

- 20.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

#### XXI. AMENDMENT

- 21.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Executive Director of OCA shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws in the following circumstances:



- (A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;
- (B) modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the category of operational support;
- (C) budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III, Section 3.1 of this Contract remains unchanged;
- (D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of OCA; and
- (E) any modifications to Attachment I necessary to correspond with funding adjustments made under Subsection 21.1(A) above.

**XXII. SUBCONTRACTING**

- 22.1 Any work or services subcontracted hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

**XXIII. OFFICIAL COMMUNICATIONS**

- 23.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

City of San Antonio  
Office of Cultural Affairs  
PO Box 839966  
San Antonio, Texas 78283-3966

Contractor:

National Western Art Foundation  
315 E. Commerce, Suite 205  
San Antonio, Texas 78205

Notices of changes 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 the change.

**XXIV. VENUE**

- 24.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

#### XXV. GENDER

- 25.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

#### XXVI. AUTHORITY

- 26.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code Section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide OCA verification of the foregoing requirements no later than the execution date of this Contract.

#### XXVII. INDEPENDENT CONTRACTOR

- 27.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 27.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 27.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Contractor.

#### XXVIII. SEVERABILITY

- 28.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

#### XXIX. CONTRIBUTION PROHIBITIONS

- 29.1 Contractor acknowledges that City Code Section 2-309 applies to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands

that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.

291.2 Contractor acknowledges that this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code Section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXX. ENTIRE CONTRACT

30.1 This Contract and its attachments constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed to be effective the First day of October, 2011.

CITY OF SAN ANTONIO:

CONTRACTING AGENCY:

\_\_\_\_\_  
Felix Padrón  
Executive Director  
Office of Cultural Affairs

National Western Art Foundation  
315 E. Commerce, Suite 205  
San Antonio, TX 78205

APPROVED BY:

\_\_\_\_\_  
Sheryl Sculley  
City Manager

\_\_\_\_\_  
Authorized Signor

APPROVED AS TO FORM:

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Board President (if required by Agency)

**ATTACHMENTS**

- Attachment I. – Performance Plan & Budget
- Attachment II – Contract Monitoring Report

# Attachment XXXIV

**FY 2012 ARTS & CULTURAL AGENCY FUNDING**  
**Funding by Agency Category**  
**FY 2012 Adopted Budget**

Agency Name	<b>ADOPTED FY 2012</b>
<b>CITY-OWNED FACILITY AGENCY (COFA) OPERATIONAL SUPPORT</b>	
Carver Community Cultural Center	162,600
Centro Alameda, Inc.	150,000
Centro Cultural Aztlan, Inc.	91,500
Guadalupe Cultural Arts Center	332,600
Magik Children's Theatre, Inc. (The Magik Theatre)	178,795
San Antonio Little Theatre, Inc. (San Pedro Playhouse)	137,675
Symphony Society of San Antonio	540,060
San Antonio Museum Association (Witte Memorial Museum)	484,780
<b>Total COFA Agencies</b>	<b>2,078,010</b>
<b>NON-COFA AGENCY OPERATIONAL SUPPORT</b>	
Alamo City Men's Chorale	19,129
American Indians in Texas- Spanish Colonial Missions	37,750
Artpace, Inc.	245,000
Arts San Antonio	182,250
Atticrep	12,750
Ballet San Antonio	65,000
Benissimo Music Productions	12,000
Bihl Haus	30,000
Cactus Pear Music Festival	53,000
Childrens Chorus of San Antonio	90,666
Children's Fine Arts Series	21,540
Classic Theatre	22,750
Conjunto Heritage Taller, Inc.	18,742
Contemporary Art for San Antonio (Blue Star)	170,750
Dreams Fulfilled Through Music	12,500
Esperanza Peace and Justice Center	200,750
Gemini Series , Inc.- Gemini Ink	95,000
Hispanic Heritage Society	0
International Accordion Festival	30,500
Jump Start Performance Company	201,750
Musical Bridges Around the World, Inc.	47,500
Network for Young Artists	38,860
Opera Guild of San Antonio	16,000
San Antonio Brass	12,500
San Antonio Chamber Choir	10,250
San Antonio Children's Museum	140,000
San Antonio Choral Society	11,000
San Antonio Cultural Arts	85,500
San Antonio Dance Theatre (Metropolitan Ballet)	36,000
San Antonio Dance Umbrella	12,500
San Antonio International Piano	11,500
San Antonio Museum of Art	330,500
San Antonio Opera	182,500
Say Si	175,000
Soli Chamber Ensemble	12,750
Southwest School of Art & Craft	287,500
Stonemetal Press	0
Urban-15 Group	107,000
Youth Orchestras of San Antonio	158,750
<b>Total Non-COFA Agencies</b>	<b>3,197,437</b>

**FY 2012 ARTS & CULTURAL AGENCY FUNDING**  
**Funding by Agency Category**  
**FY 2012 Adopted Budget**

<b>Agency Name</b>	<b>ADOPTED FY 2012</b>
<b>PROJECT SUPPORT</b>	
Arathi School of Indian Dance	0
Avenida Guadalupe Association	5,000
Brackenridge Conservancy	4,000
Building A Better World	5,000
Chamber Orchestra San Antonio	4,000
Chordsman	0
Heritage Festivals of San Antonio	3,000
Land Heritage Institute	0
Main Plaza Conservancy	0
San Antonio Botanical Center Society, Inc.	4,000
SA Film	5,000
SA Living History Association, Inc.	0
Technical Assistance Program	20,000
<b>Total Project Support</b>	<b>50,000</b>
 <b>Total Arts &amp; Cultural Agencies</b>	 <b>5,325,447</b>

# Attachment XXXV

STATE OF TEXAS \*

COUNTY OF BEXAR \* ARTS AGENCY CONTRACT WITH ( Name of Contractor )

CITY OF SAN ANTONIO \*

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 2011-09-15-xxxx dated September 15, 2011, and the (agency name) , (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Office of Cultural Affairs is designated as the managing City department (hereinafter referred to as "OCA") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled Project Support (hereinafter referred to as "the Project"); and

WHEREAS, City wishes to engage Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan, & Budget, affixed hereto and incorporated herein for all purposes as **Attachment I**.

Project Support	Attachment I
-----------------	--------------

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on October 1, 2011, and shall terminate on September 30, 2012.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIV. There is no guarantee of renewal for the following fiscal year.

2.3 Contractor understands that City will not distribute funds under this contract until Contractor has submitted all invoices and receivables required under the previous fiscal year's contract and City has approved said submittals. This does not excuse Contractor from complying with Section 8.6 requiring all documents and required deliverables be submitted within a period not to exceed thirty (30) days from the termination date of the Contract.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. 2011-09-15-xxxx. Said budget(s) is (are) part of **Attachment I** to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Project Support	\$ _____	Attachment I
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- 3.2 The funding level of this Contract is based on the allocation awarded to OCA by the City of San Antonio. The allocation is based on an appropriation for the **Project Program Support** and OCA's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City's Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.
- 3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2010 Funding Process
- 3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XIX, below.

**IV. PAYMENT**

- 4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.
- 4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in **Attachment I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.
- (B) All funds received under this Contract shall be subject to the following payment schedule ("Disbursement Schedule"):

up to \$24,999	October	Performance Plan Completion
	50%	50%

- (1) The Disbursement Schedule takes effect upon Contract execution.
- (2) Invoice support documents must be provided by 4:00 p.m. on the 10<sup>th</sup> of the Month as set forth in the Disbursement Schedule and must reflect the budget set forth in Attachment I.
- (3) Contractor must provide support documentation for prior payments before receiving further payment.
- (4) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.
- (5) If Contractor fails to timely comply with any of the reporting requirements of this Contract including but not limited to invoicing, and submitting contract monitoring reports and any and

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all documents related to the contract, as determined by the sole discretion of the Executive Director of OCA, funds not yet received under this Contract shall revert to a monthly reimbursement schedule, as determined by the Executive Director of OCA, according to standard procedures followed by City's Finance Department.

- 4.3 The City Manager, Assistant City Manager or the Director of OCA may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry and such changes shall not necessitate an amendment to this Contract.
- 4.4 The Executive Director of OCA may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.
- 4.5 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of OCA.
- 4.6 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of OCA prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.
- 4.7 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).
- 4.8 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.
- 4.9 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.
- 4.10 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of OCA may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.
- 4.11 Contractor must be designated as a 501(c)(3).
- 4.12 City reserves the right to request Contractor to provide additional records for long distance calls, faxes and/or cell phone calls charged to City.

**V. PROGRAM INCOME**

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor shall be permitted to retain such funds to be:
  - (A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or
  - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.

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- 5.2 Contractor shall provide OCA, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.
- 5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.
- 5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

**VI. ADMINISTRATION OF CONTRACT**

- 6.1 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

**VII. AUDIT**

- 7.1 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to OCA within ten (10) days of Contractor's receipt of the report.
- 7.2 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall, during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available to the auditing entity books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of four (4) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

- 7.3 City may, at its sole discretion, require Contractor to use any and all of City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and Contractor shall abide by such requirements.
- 7.4 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, OCA may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City

of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If OCA elects to deduct such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

- 8.1 OCA is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by OCA, Contractor shall furnish to OCA, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.
- 8.2 Contractor shall submit to OCA such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to OCA no later than 4:00 p.m. on the tenth (10<sup>th</sup>) day of month according to the schedule below in which the reported activities occurred as stated on the Performance Plan set forth in Attachment I.

Value of Project	Reporting Schedule
Up to \$24,999	Performance Plan Completion Final Report due with final payment invoice.

- 8.3 The Public Information Act, Government Code Section 552.021, requires City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.
- 8.4 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003(8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Executive Director of OCA, unless required to do so by a court of competent jurisdiction. OCA shall be notified of such request as set forth in Article VIII., Section 8.3 of this Contract.

- 8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

- 8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.
- 8.7 Contractor shall provide to OCA all information requested by OCA relating to the Contractor's Board functions. Information required for submission shall include, but may not be limited to:
- (A) Roster of current Board Members including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);
  - (B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and
  - (C) Schedule of anticipated board meetings for current Fiscal Year.
- In addition, Contractor shall maintain and provide to City upon written request:
- (D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and
  - (E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.
- 8.8 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in Section 12.4 of this Contract.
- 8.9 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this agreement.
- 8.10 Contractor's primary contact for this Contract is (Name/Title) \_\_\_\_\_ and (Name/Title) \_\_\_\_\_ shall serve as the secondary contact. All contacts identified herein will have the ability to access files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

#### IX. INSURANCE

- 9.1 Contractor agrees to comply with the following insurance provisions:
- (A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Office of Cultural Affairs, which shall be clearly labeled "***Project Support***" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature and phone number and be mailed with copies of all applicable endorsements directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City's Office of Cultural Affairs. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
  - (B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereupon City may incur increased risk.
  - (C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at

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Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated by companies authorized to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

<u>TYPE</u>	<u>AMOUNTS</u>
Broad Form Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> <li>a. Premises operations</li> <li>b. Independent Contractors</li> <li>c. Products/completed operations</li> <li>d. Personal Injury</li> <li>e. Contractual Liability</li> </ul>	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired Vehicles</li> <li>** if transportation of participants is conducted</li> </ul>	Combined <u>Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

(D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio  
 Attn: Office of Cultural Affairs  
 PO Box 839966  
 San Antonio, Texas 78283-3966

(E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

(F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this

Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.

- (G) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- (H) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.
- (I) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Contract.
- (J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- (K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

**X. INDEMNITY**

- 10.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this AGREEMENT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 10.2 The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**
- 10.3 CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this AGREEMENT.**

- 10.4 **Defense Counsel** – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City’s written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 10.5 **Employee Litigation** – In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker’s compensation or other employee benefit acts.

#### XI. APPLICABLE LAWS

- 11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:
- worker’s compensation;
  - unemployment insurance;
  - timely deposits of payroll deductions;
  - Occupational Safety and Health Act regulations;
  - Employee Retirement Income Security Act of 1974, P.L. 93-406.
  - Drug-Free Workplace Act of 1988 and the Texas Worker’s Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
  - American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
  - City of San Antonio and Bexar County charter, ordinances and bond ordinances.
- 11.2 Contractor shall not engage in employment practices, which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure applicants and employees are treated without regard to their race, color, religion, national origin, sex, age, handicap, political belief or affiliation. Additionally, Contractor agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.
- 11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:
- Information on Tax Return form 990, 990N or 990T,
  - Quarterly Tax Return Form 941, W-2’s Form 1099 on individuals who received compensation other than wages, such as car allowance, and
  - Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.
- Contractor shall also maintain and submit to OCA upon written request form 990, 990N or 990T.
- 11.4 Additionally, Contractor shall comply with the following:
- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
  - Texas Government Code Chapter 552 pertaining to Texas Public Information Act



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- Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

11.5 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:

- (A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
- (B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
- (C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
- (D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
- (E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

**XII. NO SOLICITATION/CONFLICT OF INTEREST**

12.1 Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of Contractor or City. For breach or violation of this warrant, City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

12.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

12.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

12.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:

- (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
- (B) Have any direct or indirect interest in this Contract or the proceeds thereof.

12.5 Contractor acknowledges that it is informed that Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any

individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.

- 12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52(e) of the City Ethics Code. If Contractor is a business entity, Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

### XIII. TERMINATION

- 13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.
- 13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.
- 13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.
- 13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XII, Section 12.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 7.4 of this Contract. The obligations of Contractor to return such funds to City in accordance with this paragraph, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

**XIV. PROHIBITION OF POLITICAL ACTIVITIES**

- 14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 14.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 14.3 The prohibitions set forth in Article XIV., sections 14.1 and 14.2 of this Contract include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
  - (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
  - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
  - (D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 14.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to OCA. Contractor shall list the name and number of a contact person from OCA on the statement that Contractor's personnel can call to report said violations.
- 14.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at City's discretion, be withheld until the situation is resolved.
- 14.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

**XV. ADVERSARIAL PROCEEDINGS**

- 15.1 Contractor agrees to comply with the following provisions:
- (A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against City or any other public entity; and

**Project - Contract Number: 460000XXXX**

- (B) Contractor, at City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against City remains unresolved.

**XVI. CITY-SUPPORTED PROJECT**

- 16.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Office of Cultural Affairs" and by utilizing the official OCA logo (not the "sahearts" website logo). The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.
- 16.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.
- 16.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.
- 16.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

**XVII. SPECIAL PROVISIONS**

- 17.1 Indecency. The following is City's policy statement regarding material and/or performances under OCA's Arts Agency Contracts:
- (A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 17.1 (b).
- (B) Contractor must make OCA aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.
- (C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

- 17.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.
- 17.3 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5,

**Project - Contract Number: 460000XXXX**

Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as "a Project by Contractor".

**XVIII. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES**

- 18.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

**XIX. ASSIGNMENT**

- 19.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

**XX. AMENDMENT**

- 20.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Executive Director of OCA shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws in the following circumstances:

**Project - Contract Number: 460000XXXX**

- A. an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;
  - B. modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;
  - C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III. Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;
  - D. modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of OCA;
  - E. adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 20.1(a) above; and
  - F. any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 20.1(a) and (e) above.
- 20.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

**XXI. SUBCONTRACTING**

- 21.1 Any work or services subcontracted hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

**XXII. OFFICIAL COMMUNICATIONS**

- 22.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

**City of San Antonio  
Office of Cultural Affairs  
PO Box 839966  
San Antonio, Texas 78283-3966**

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices of changes 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 the change.

**XXIII. VENUE**

- 23.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

**XXIV. GENDER**

- 24.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XXV. AUTHORITY**

- 25.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code Section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide OCA verification of the foregoing requirements no later than the execution date of this Contract.

**XXVI. INDEPENDENT CONTRACTOR**

- 26.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 26.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 26.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Contractor.

**XXVII. SEVERABILITY**

- 27.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**XXVIII. CONTRIBUTION PROHIBITIONS**

**Project - Contract Number: 46000XXXX**

- 28.1 Contractor acknowledges that City Code Section 2-309 may apply to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.
- 28.2 Contractor acknowledges that this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

**XXIX. ENTIRE CONTRACT**

- 29.1 This Contract and its attachments constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF SAN ANTONIO:

CONTRACTING AGENCY:

\_\_\_\_\_  
 Felix Padrón  
 Executive Director  
 Office of Cultural Affairs

XxxxXXXX  
 Address xxxxxx  
 San Antonio, TX 78XXXX

\_\_\_\_\_  
 Authorized Signor

APPROVED AS TO FORM:

\_\_\_\_\_  
 Print Name

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

\_\_\_\_\_  
 Board President (if required by Agency)

**ATTACHMENTS**

- Attachment I – Program Statement, Performance Plan & Budget
- Attachment II – Contract Monitoring Report



# Attachment XXXVI

STATE OF TEXAS \*

COUNTY OF BEXAR \* ARTS AGENCY CONTRACT WITH ( Name of Contractor )

CITY OF SAN ANTONIO \*

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 2011-09-15-xxxx dated September 15, 2011, and the (agency name) , (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Office of Cultural Affairs is designated as the managing City department (hereinafter referred to as "OCA") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled Project Program Support (hereinafter referred to as "the Project"); and

WHEREAS, City wishes to engage Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan, & Budget, affixed hereto and incorporated herein for all purposes as **Attachment I**.

Project Support	Attachment I
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II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on October 1, 2011, and shall terminate on September 30, 2012.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIV. There is no guarantee of renewal for the following fiscal year.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. 2011-09-15-xxxx. Said budget(s) is (are) part of **Attachment I** to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Project Support	\$ _____	Attachment I
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3.2 The funding level of this Contract is based on the allocation awarded to OCA by the City of San Antonio. The allocation is based on an appropriation for the Project Program Support and OCA's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City's Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply

with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.

- 3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2010 Funding Process
- 3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVII, below.

#### IV. PAYMENT

- 4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.
- 4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in **Attachment I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.
- (B) Contractor agrees that reimbursements of eligible expenses shall be made monthly or bi-weekly, as determined by the Executive Director of OCA according to standard procedures followed by City's Finance Department. The Executive Director of OCA may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.
- (1) Invoice support documents be provided by 4:00 p.m. on the 10<sup>th</sup> of each Month and must reflect the budget set forth in Attachment I.
  - (2) Contractor must provide support documentation for prior payments before receiving further payment.
  - (3) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.
- 4.3 The Executive Director of OCA may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.
- 4.4 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of OCA.
- 4.5 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of OCA prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.
- 4.6 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).
- 4.7 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.

- 4.8 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.
- 4.9 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of OCA may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.
- 4.10 Contractor must be designated as a 501(c)(3).
- 4.11 City reserves the right to request Contractor to provide additional records for long distance calls, faxes and/or cell phone calls charged to City.

**V. PROGRAM INCOME**

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor shall be permitted to retain such funds to be:
  - (A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or
  - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.
- 5.2 Contractor shall provide OCA, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.
- 5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.
- 5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

**VI. ADMINISTRATION OF CONTRACT**

- 6.1 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

**VII. AUDIT**

- 7.1 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to OCA within ten (10) days of Contractor's receipt of the report.

- 7.2 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall, during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available to the auditing entity books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of four (4) years. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except there is litigation or if the audit report covering such agreement has not been accepted, Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

- 7.3 City may, at its sole discretion, require Contractor to use any and all of City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and Contractor shall abide by such requirements.
- 7.4 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, OCA may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If OCA elects to deduct such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

#### VIII. RECORDS, REPORTING, AND COPYRIGHTS

- 8.1 OCA is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by OCA, Contractor shall furnish to OCA, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.
- 8.2 Contractor shall submit to OCA such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to OCA no later than 4:00 p.m. on the tenth (10<sup>th</sup>) day of month following the month in which the reported activities occurred.
- 8.3 The Public Information Act, Government Code Section 552.021, requires City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body

owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

- 8.4 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003(8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Executive Director of OCA, unless required to do so by a court of competent jurisdiction. OCA shall be notified of such request as set forth in Article VIII., Section 8.3 of this Contract.

- 8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

- 8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.

- 8.7 Contractor shall provide to OCA all information requested by OCA relating to the Contractor's Board functions. Information required for submission shall include, but may not be limited to:

- (A) Roster of current Board Members including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);
- (B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and
- (C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request:

- (D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and
- (E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.

- 8.8 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in Section 11.4 of this Contract.

- 8.9 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this agreement.

- 8.10 Contractor's primary contact for this Contract is (Name/Title) \_\_\_\_\_ and (Name/Title) \_\_\_\_\_ shall serve as the secondary contact. All contacts identified herein will have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

- (A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City’s Office of Cultural Affairs, which shall be clearly labeled “**Project Program Support**” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent’s signature and phone number and be mailed with copies of all applicable endorsements directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City’s Office of Cultural Affairs. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.
- (B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereupon City may incur increased risk.
- (C) A Contractor’s financial integrity is of interest to the City; therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor’s sole expense, insurance coverage written on an occurrence basis, unless otherwise duly indicated by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

<u>TYPE</u>	<u>AMOUNTS</u>
Broad Form Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> <li>a. Premises operations</li> <li>b. Independent Contractors</li> <li>c. Products/completed operations</li> <li>d. Personal Injury</li> <li>e. Contractual Liability</li> </ul>	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired Vehicles</li> <li>** if transportation of participants is conducted</li> </ul>	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

- (D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the

address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Office of Cultural Affairs  
PO Box 839966  
San Antonio, Texas 78283-3966

- (E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- (F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.
- (G) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- (H) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.
- (I) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Contract.
- (J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- (K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

#### **X. INDEMNITY**

- 10.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of,**



resulting from or related to CONTRACTOR'S activities under this AGREEMENT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- 10.2 The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- 10.3 CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this AGREEMENT.
- 10.4 **Defense Counsel** – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 10.5 **Employee Litigation** – In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation or other employee benefit acts.

#### XI. APPLICABLE LAWS

- 11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:
- worker's compensation;
  - unemployment insurance;
  - timely deposits of payroll deductions;
  - Occupational Safety and Health Act regulations;
  - Employee Retirement Income Security Act of 1974, P.L. 93-406.
  - Drug-Free Workplace Act of 1988 and the Texas Worker's Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
  - American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
  - City of San Antonio and Bexar County charter, ordinances and bond ordinances.

- 11.2 Contractor shall not engage in employment practices, which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure applicants and employees are treated without regard to their race, color, religion, national origin, sex, age, handicap, political belief or affiliation. Additionally, Contractor agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.
- 11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:
- Information on Tax Return form 990, 990N or 990T,
  - Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and
  - Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.
- Contractor shall also maintain and submit to OCA upon written request form 990, 990N or 990T.
- 11.4 Additionally, Contractor shall comply with the following:
- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
  - Texas Government Code Chapter 552 pertaining to Texas Public Information Act
  - Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>
- 11.5 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:
- (A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
  - (B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
  - (C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
  - (D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
  - (E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

## XII. NO SOLICITATION/CONFLICT OF INTEREST

- 12.1 Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of Contractor or City. For breach or violation of this warrant, City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.
- 12.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

- 12.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 12.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:
- (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
  - (B) Have any direct or indirect interest in this Contract or the proceeds thereof.
- 12.5 Contractor acknowledges that it is informed that Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52(e) of the City Ethics Code. If Contractor is a business entity, Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

### XIII. TERMINATION

- 13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.
- 13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final

payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

- 13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.
- 13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 7.4 of this Contract. The obligations of Contractor to return such funds to City in accordance with this paragraph, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

#### XIV. PROHIBITION OF POLITICAL ACTIVITIES

- 14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 14.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 14.3 The prohibitions set forth in Article XIV., sections 14.1 and 14.2 of this Contract include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
  - (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
  - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
  - (D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 14.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above

policies to call and report the same to OCA. Contractor shall list the name and number of a contact person from OCA on the statement that Contractor's personnel can call to report said violations.

- 14.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at City's discretion, be withheld until the situation is resolved.
- 14.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

**XV. ADVERSARIAL PROCEEDINGS**

- 15.1 Contractor agrees to comply with the following provisions:
  - (A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against City or any other public entity; and
  - (B) Contractor, at City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against City remains unresolved.

**XVI. CITY-SUPPORTED PROJECT**

- 16.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Office of Cultural Affairs" and by utilizing the official OCA logo (not the "sahearts" website logo). The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.
- 16.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.
- 16.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.
- 16.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

**XVII. SPECIAL PROVISIONS**

- 17.1 Indecency. The following is City's policy statement regarding material and/or performances funded under OCA's Arts Agency Contracts:
  - (A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 17.1(b).
  - (B) Contractor must make OCA aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

17.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.

17.3 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5, Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as "a Project by Contractor".

#### XVIII. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

18.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

#### XIX. ASSIGNMENT

19.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

#### XX. AMENDMENT

20.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Executive Director of OCA shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws in the following circumstances:

- A. an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;
  - B. modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;
  - C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III. Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;
  - D. modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio’s Risk Manager and the Executive Director of OCA;
  - E. adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 20.1(a) above; and
  - F. any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 20.1(a) and (e) above.
- 20.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

XXI. SUBCONTRACTING

- 21.1 Any work or services subcontracted hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

XXII. OFFICIAL COMMUNICATIONS

- 22.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

**City of San Antonio**  
**Office of Cultural Affairs**  
**PO Box 839966**  
**San Antonio, Texas 78283-3966**

Contractor:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Notices of changes 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 the change.

XXIII. VENUE

- 23.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XXIV. GENDER

- 24.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXV. AUTHORITY

- 25.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code Section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide OCA verification of the foregoing requirements no later than the execution date of this Contract.

XXVI. INDEPENDENT CONTRACTOR

- 26.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 26.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 26.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Contractor.

XXVII. SEVERABILITY

- 27.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.



**XXVIII. CONTRIBUTION PROHIBITIONS**

- 28.1 Contractor acknowledges that City Code Section 2-309 may apply to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.
- 28.2 Contractor acknowledges that this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

**XXIX. ENTIRE CONTRACT**

- 29.1 This Contract and its attachments constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF SAN ANTONIO:

CONTRACTING AGENCY:

\_\_\_\_\_  
 Felix Padrón  
 Executive Director  
 Office of Cultural Affairs

XxxxXxxx  
 Address XXXX  
 San Antonio, TX 78XXX

\_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Board President (if required by Agency)

**ATTACHMENTS**

- Attachment I -- Program Statement, Performance Plan & Budget
- Attachment II -- Contract Monitoring Report

# Attachment XXXVII

STATE OF TEXAS \*
COUNTY OF BEXAR \* ARTS AGENCY CONTRACT WITH (Name of Contractor)
CITY OF SAN ANTONIO \*

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 2011-09-15-xxxx dated September 15, 2011, and the (agency name), (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Office of Cultural Affairs is designated as the managing City department (hereinafter referred to as "OCA") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled Operational Support (hereinafter referred to as "the Project"); and

WHEREAS, City wishes to engage Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan and Budget, affixed hereto and incorporated herein for all purposes as Attachment I.

Table with 2 columns: Operational Support, Attachment I

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on October 1, 2011, and shall terminate on September 30, 2012.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIV. There is no guarantee of renewal for the following fiscal year.

2.3 Contractor understands that City will not distribute funds under this contract until Contractor has submitted all invoices and receivables required under the previous fiscal year's contract. This does not excuse Contractor from complying with Section 8.6 requiring all documents and required deliverables be submitted within a period not to exceed thirty (30) days from the termination date of the Contract.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. 2011-09-15-xxxx. Said budget(s) is (are) part of Attachment I to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Table with 3 columns: Operational Support, \$, Attachment I

- 3.2 The funding level of this Contract is based on the allocation awarded to OCA by the City of San Antonio. The allocation is based on an appropriation for the ***Operational Support*** and OCA's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City's Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.
- 3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2010 Funding Process.
- 3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XIX, below.

**IV. PAYMENT**

- 4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.
- 4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in **Attachment I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.

(B) All funds received under this Contract shall be subject to the following payment schedule ("Disbursement Schedule"):

up to \$24,999	October	Performance Plan Completion
	50%	50%

- (1) The Disbursement Schedule takes effect upon Contract execution.
- (2) Invoice support documents must be provided by 4:00 p.m. on the 10<sup>th</sup> of the Month as set forth in the Disbursement Schedule and must reflect the budget set forth in Attachment I.
- (3) Contractor must provide support documentation for prior payments before receiving further payment.
- (4) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.

- (5) If Contractor fails to timely comply with any of the reporting requirements of this Contract including but not limited to invoicing, and submitting Contract Monitoring Reports and any and all documents related to the contract, as determined by the sole discretion of the Executive Director of OCA, funds not yet received under this Contract shall revert to a monthly reimbursement schedule, as determined by the Executive Director of OCA, according to standard procedures followed by City's Finance Department.
- 4.3 The City Manager, Assistant City Manager or the Director of OCA may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry and such changes shall not necessitate an amendment to this Contract.
- 4.4 The Executive Director of OCA may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.
- 4.5 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of OCA.
- 4.6 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of OCA prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.
- 4.7 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).
- 4.8 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.
- 4.9 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.
- 4.10 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of OCA may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.
- 4.11 Contractor must be designated as a 501(c)(3).
- 4.12 City reserves the right to request Contractor to provide additional records for long distance calls, faxes and/or cell phone calls charged to City.

#### V. PROGRAM INCOME

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor shall be permitted to retain such funds to be:
- (A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or
  - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.

- 5.2 Contractor shall provide OCA, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.
- 5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.
- 5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

**VI. ADMINISTRATION OF CONTRACT**

- 6.1 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

**VII. AUDIT**

- 7.1 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to OCA within ten (10) days of Contractor's receipt of the report.
- 7.2 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall, during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available to the auditing entity books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of four (4) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

- 7.3 City may, at its sole discretion, require Contractor to use any and all of City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and Contractor shall abide by such requirements.
- 7.4 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, OCA may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If OCA elects to deduct such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

**VIII. RECORDS, REPORTING, AND COPYRIGHTS**

- 8.1 OCA is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by OCA, Contractor shall furnish to OCA, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.
- 8.2 Contractor shall submit to OCA such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to OCA no later than 4:00 p.m. on the tenth (10<sup>th</sup>) day of month according to the schedule below in which the reported activities occurred as stated on the Performance Plan set forth in Attachment I.

Up to \$24,999	Performance Plan Completion Final Report due with final payment invoice.
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- 8.3 The Public Information Act, Government Code Section 552.021, requires City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.
- 8.4 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003(8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon

termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Executive Director of OCA, unless required to do so by a court of competent jurisdiction. OCA shall be notified of such request as set forth in Article VIII., Section 8.3 of this Contract.

- 8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.
- 8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.
- 8.7 Contractor shall provide to OCA all information requested by OCA relating to the Contractor's Board functions. Information required for submission shall include, but may not be limited to:
- (A) Roster of current Board Members including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);
  - (B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and
  - (C) Schedule of anticipated board meetings for current Fiscal Year.
- In addition, Contractor shall maintain and provide to City upon written request:
- (D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and
  - (E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.
- 8.8 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in Section 12.4 of this Contract.

#### IX. INSURANCE

- 9.1 Contractor agrees to comply with the following insurance provisions:
- (A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Office of Cultural Affairs, which shall be clearly labeled "***Operational Support***" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature and phone number and be mailed with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City's Office of Cultural Affairs. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
  - (B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereupon City may incur increased risk.
  - (C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain



and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated by companies authorized to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

<u>TYPE</u>	<u>AMOUNTS</u>
Broad Form Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> <li>a. Premises operations</li> <li>b. Independent Contractors</li> <li>c. Products/completed operations</li> <li>d. Personal Injury</li> <li>e. Contractual Liability</li> </ul>	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired Vehicles</li> </ul> ** if transportation of participants is conducted	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

(D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio  
 Attn: Office of Cultural Affairs  
 PO Box 839966  
 San Antonio, Texas 78283-3966

(E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- (F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.
- (G) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- (H) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.
- (I) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Contract.
- (J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- (K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

**X. INDEMNITY**

- 10.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this AGREEMENT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 10.2 **The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

- 10.3      **CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this AGREEMENT.**
- 10.4      **Defense Counsel – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City’s written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.**
- 10.5      **Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker’s compensation or other employee benefit acts.**

#### XI. APPLICABLE LAWS

- 11.1      All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:
- worker’s compensation;
  - unemployment insurance;
  - timely deposits of payroll deductions;
  - Occupational Safety and Health Act regulations;
  - Employee Retirement Income Security Act of 1974, P.L. 93-406.
  - Drug-Free Workplace Act of 1988 and the Texas Worker’s Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
  - American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
  - City of San Antonio and Bexar County charter, ordinances and bond ordinances.
- 11.2      Contractor shall not engage in employment practices, which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure applicants and employees are treated without regard to their race, color, religion, national origin, sex, age, handicap, political belief or affiliation. Additionally, Contractor agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.
- 11.3      Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:
- Information on Tax Return form 990, 990N or 990T,
  - Quarterly Tax Return Form 941, W-2’s Form 1099 on individuals who received compensation other than wages, such as car allowance, and
  - Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to OCA upon written request form 990, 990N or 990T.

- 11.4 Additionally, Contractor shall comply with the following:
- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
  - Texas Government Code Chapter 552 pertaining to Texas Public Information Act
  - Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>
- 11.5 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:
- (A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
  - (B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
  - (C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
  - (D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
  - (E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

## XII. NO SOLICITATION/CONFLICT OF INTEREST

- 12.1 Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of Contractor or City. For breach or violation of this warrant, City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.
- 12.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 12.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 12.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:
- (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
  - (B) Have any direct or indirect interest in this Contract or the proceeds thereof.

- 12.5 Contractor acknowledges that it is informed that Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has “prohibited financial interest” in a contract with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52(e) of the City Ethics Code. If Contractor is a business entity, Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

### XIII. TERMINATION

- 13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor’s performance upon which final payment is conditioned shall include, but not be limited to, Contractor’s complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.
- 13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor’s performance upon which final payment is conditioned shall include, but not be limited to, Contractor’s complete and satisfactory performance of its obligations for which final payment is sought.
- 13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.

- 13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 7.4 of this Contract. The obligations of Contractor to return such funds to City in accordance with this Section, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

#### XIV. PROHIBITION OF POLITICAL ACTIVITIES

- 14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 14.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 14.3 The prohibitions set forth in Article XIV., Sections 14.1 and 14.2 of this Contract include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
  - (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
  - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
  - (D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 14.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to OCA. Contractor shall list the name and number of a contact person from OCA on the statement that Contractor's personnel can call to report said violations.
- 14.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at City's discretion, be withheld until the situation is resolved.
- 14.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XV. PERSONNEL MANAGEMENT

- 15.1 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this Agreement.
- 15.2 Contractor shall have a salaried full-time or part-time manager who is responsible for the business management of the organization on staff at all times during the term of this Contract. Contractor shall supply such manager's job description along with the first Contract Monitoring Report submitted under this Contract.
- 15.3 Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 15.4 Contractor is permitted to pay its full time employees for the total number of holidays authorized by City Council for City employees. If Contractor elects to observe more than the total number of holidays, authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.
- 15.5 Contractor agrees to include job titles in their invoice(s), and additionally must provide to City upon request any salary or range increase/decrease information for City funded personnel positions.
- 15.6 Contractor agrees that all copies of written job descriptions for City funded personnel positions will be filed in all individual personnel folders for each position in the organization.
- 15.7 The Contractor agrees to provide City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.
- 15.8 At the sole discretion of the Executive Director of OCA, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:
- (A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;
  - (B) To serve as a juror;
  - (C) To attend the funeral of someone in the immediate family. Immediate family shall include father, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee's household. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
  - (D) To attend seminars or workshops;
- 15.9 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.
- 15.10 Contractors providing performance pay for City-funded employees must perform regular employee appraisals which shall be made available to City upon request.
- 15.11 Contractor's primary contact for this Contract is (Name/Title) \_\_\_\_\_ and (Name/Title) \_\_\_\_\_ shall serve as the secondary contact. All contacts identified herein will have the ability to access

agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

**XVI. ADVERSARIAL PROCEEDINGS**

- 16.1 Contractor agrees to comply with the following provisions:
- (A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against City or any other public entity; and
  - (B) Contractor, at City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against City remains unresolved.

**XVII. CITY-SUPPORTED PROJECT**

- 17.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Office of Cultural Affairs" and by utilizing the official OCA logo (not the "sahearts" website log). The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.
- 17.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.
- 17.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.
- 17.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

**XVIII SPECIAL PROVISIONS**

- 18.1 Indecency. The following is City's policy statement regarding material and/or performances funded under OCA's Arts Agency Contracts:
- (A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 18.1 (b.)
  - (B) Contractor must make OCA aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.
  - (C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.
- Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.
- 18.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry.



Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.

- 18.3 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5, Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as "a Project by Contractor".

#### XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

- 19.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

#### XX. ASSIGNMENT

- 20.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

#### XXI. AMENDMENT

- 21.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Executive Director of OCA shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws in the following circumstances:
- A. an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;
  - B. modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;
  - C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III. Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds

related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;

- D. modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio’s Risk Manager and the Executive Director of OCA;
  - E. adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 21.1(a) above; and
  - F. any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 21.1(a) and (e) above.
- 21.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

**XXII. SUBCONTRACTING**

- 22.1 Any work or services subcontracted hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

**XXIII. OFFICIAL COMMUNICATIONS**

- 23.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

**City:**

**Contractor:**

**City of San Antonio**  
**Office of Cultural Affairs**  
**PO Box 839966**  
**San Antonio, Texas 78283-3966**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Notices of changes 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 the change.

**XXIV. VENUE**

- 24.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

**XXV. GENDER**

- 25.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XXVI. AUTHORITY**

- 26.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code Section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide OCA verification of the foregoing requirements no later than the execution date of this Contract.

**XXVII. INDEPENDENT CONTRACTOR**

- 27.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 27.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 27.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Contractor.

**XXVIII. SEVERABILITY**

- 28.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**XXIX. CONTRIBUTION PROHIBITIONS**

- 29.1 Contractor acknowledges that City Code Section 2-309 may apply to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.
- 29.2 Contractor acknowledges that this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code Section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

**XXX. ENTIRE CONTRACT**

30.1 This Contract and its attachments constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF SAN ANTONIO:

CONTRACTING AGENCY:

\_\_\_\_\_  
Felix Padrón  
Executive Director  
Office of Cultural Affairs

XXXXXXXXXXXXXXXXXXXXX  
Address xxxxx  
San Antonio, TX 782xx

\_\_\_\_\_  
Authorized Signor

APPROVED AS TO FORM:

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Board President (if required by Agency)

**ATTACHMENTS**

- Attachment I – Program Statement, Performance Plan & Budget
- Attachment II – Contract Monitoring Report

# Attachment XXXVIII

STATE OF TEXAS \*
COUNTY OF BEXAR \* ARTS AGENCY CONTRACT WITH (Name of Contractor)
CITY OF SAN ANTONIO \*

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 2011-09-15-xxxx dated September 15, 2011, and the (agency name), (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Office of Cultural Affairs is designated as the managing City department (hereinafter referred to as "OCA") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled Operational Support (hereinafter referred to as "the Project"); and

WHEREAS, City wishes to engage Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan and Budget, affixed hereto and incorporated herein for all purposes as Attachment I.

Table with 2 columns: Operational Support, Attachment I

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on October 1, 2011, and shall terminate on September 30, 2012.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIV. There is no guarantee of renewal for the following fiscal year.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. 2011-09-15-xxxx. Said budget(s) is (are) part of Attachment I to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Table with 3 columns: Operational Support, \$, Attachment I

3.2 The funding level of this Contract is based on the allocation awarded to OCA by the City of San Antonio. The allocation is based on an appropriation for the Operational Support and OCA's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City's Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to

comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.

- 3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2010 Funding Process.
- 3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVIII, below.

#### IV. PAYMENT

- 4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.
- 4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in **Attachment I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.
- (B) Contractor agrees that reimbursements of eligible expenses shall be made monthly or bi-weekly, as determined by the Executive Director of OCA according to standard procedures followed by City's Finance Department. The Executive Director of OCA may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.
- (1) Invoice support documents must be provided by 4:00 p.m. on the 10<sup>th</sup> of the Month and must reflect the budget set forth in Attachment I.
  - (2) Contractor must provide support documentation for prior payments before receiving further payment.
  - (3) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.
- 4.3 The Executive Director of OCA may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.
- 4.4 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of OCA.
- 4.5 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of OCA prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.
- 4.6 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).

- 4.7 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.
- 4.8 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.
- 4.9 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of OCA may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.
- 4.10 Contractor must be designated as a 501(c)(3).
- 4.11 City reserves the right to request Contractor to provide additional records for long distance calls, faxes and/or cell phone calls charged to City.

**V. PROGRAM INCOME**

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor shall be permitted to retain such funds to be:
  - (A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or
  - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.
- 5.2 Contractor shall provide OCA, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.
- 5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.
- 5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

**VI. ADMINISTRATION OF CONTRACT**

- 6.1 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

**VII. AUDIT**

- 7.1 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review,



investigation, and audit violations report must be forwarded to OCA within ten (10) days of Contractor's receipt of the report.

- 7.2 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall, during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available to the auditing entity books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of four (4) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

- 7.3 City may, at its sole discretion, require Contractor to use any and all of City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and Contractor shall abide by such requirements.

- 7.4 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, OCA may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If OCA elects to deduct such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

#### VIII. RECORDS, REPORTING, AND COPYRIGHTS

- 8.1 OCA is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by OCA, Contractor shall furnish to OCA, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.
- 8.2 Contractor shall submit to OCA such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic

means. Said report is to be submitted to OCA no later than 4:00 p.m. on the tenth (10<sup>th</sup>) day of month following the month in which the reported activities occurred.

8.3 The Public Information Act, Government Code Section 552.021, requires City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

8.4 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003(8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Executive Director of OCA, unless required to do so by a court of competent jurisdiction. OCA shall be notified of such request as set forth in Article VIII., Section 8.3 of this Contract.

8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.

8.7 Contractor shall provide to OCA all information requested by OCA relating to the Contractor's Board functions. Information required for submission shall include, but may not be limited to:

- (A) Roster of current Board Members including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);
- (B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and
- (C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request:

- (D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and
- (E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.

8.8 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in Section 11.4 of this Contract.

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

- (A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City’s Office of Cultural Affairs, which shall be clearly labeled “**Operational Support**” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent’s signature and phone number and be mailed with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City’s Office of Cultural Affairs. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.
- (B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereupon City may incur increased risk.
- (C) A Contractor’s financial integrity is of interest to the City; therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated by companies authorized to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

<u>TYPE</u>	<u>AMOUNTS</u>
Broad Form Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> <li>a. Premises operations</li> <li>b. Independent Contractors</li> <li>c. Products/completed operations</li> <li>d. Personal Injury</li> <li>e. Contractual Liability</li> </ul>	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired Vehicles</li> </ul> ** if transportation of participants is conducted	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

- (D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the

address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Office of Cultural Affairs  
PO Box 839966  
San Antonio, Texas 78283-3966

- (E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- (F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.
- (G) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- (H) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.
- (I) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Contract.
- (J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- (K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

#### **X. INDEMNITY**

- 10.1      CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands,**

causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this AGREEMENT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- 10.2 The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- 10.3 CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this AGREEMENT.
- 10.4 **Defense Counsel** – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 10.5 **Employee Litigation** – In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation or other employee benefit acts.

#### XI. APPLICABLE LAWS

- 11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:
- worker's compensation;
  - unemployment insurance;
  - timely deposits of payroll deductions;
  - Occupational Safety and Health Act regulations;
  - Employee Retirement Income Security Act of 1974, P.L. 93-406.

- Drug-Free Workplace Act of 1988 and the Texas Worker's Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
- American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
- City of San Antonio and Bexar County charter, ordinances and bond ordinances.

11.2 Contractor shall not engage in employment practices, which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure applicants and employees are treated without regard to their race, color, religion, national origin, sex, age, handicap, political belief or affiliation. Additionally, Contractor agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.

11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:

- Information on Tax Return form 990, 990N or 990T,
- Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and
- Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to OCA upon written request form 990, 990N or 990T.

11.4 Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- Texas Government Code Chapter 552 pertaining to Texas Public Information Act
- Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

11.5 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:

- (A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
- (B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
- (C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
- (D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
- (E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".

## XII. NO SOLICITATION/CONFLICT OF INTEREST

12.1 Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of Contractor or City. For breach or violation of this warrant, City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

- 12.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 12.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 12.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:
- (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
- (B) Have any direct or indirect interest in this Contract or the proceeds thereof.
- 12.5 Contractor acknowledges that it is informed that Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52(e) of the City Ethics Code. If Contractor is a business entity, Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

### XIII. TERMINATION

- 13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.

- 13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor’s performance upon which final payment is conditioned shall include, but not be limited to, Contractor’s complete and satisfactory performance of its obligations for which final payment is sought.
- 13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.
- 13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee’s earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as “disallowed costs” and refunded by Contractor in accordance with Article VII., Section 7.4 of this Contract. The obligations of Contractor to return such funds to City in accordance with this Section, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

#### XIV. PROHIBITION OF POLITICAL ACTIVITIES

- 14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 14.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 14.3 The prohibitions set forth in Article XIV., Sections 14.1 and 14.2 of this Contract include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
  - (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
  - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and



(D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

- 14.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to OCA. Contractor shall list the name and number of a contact person from OCA on the statement that Contractor's personnel can call to report said violations.
- 14.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at City's discretion, be withheld until the situation is resolved.
- 14.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

#### XV. PERSONNEL MANAGEMENT

- 15.1 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this Agreement.
- 15.2 Contractor shall have a salaried full-time or part-time manager who is responsible for the business management of the organization on staff at all times during the term of this Contract. Contractor shall supply such manager's job description along with the first Contract Monitoring Report submitted under this Contract.
- 15.3 Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 15.4 Contractor is permitted to pay its full time employees for the total number of holidays authorized by City Council for City employees. If Contractor elects to observe more than the total number of holidays, authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.
- 15.5 Contractor agrees to include job titles in their invoice(s), and additionally must provide to City upon request any salary or range increase/decrease information for City funded personnel positions.
- 15.6 Contractor agrees that all copies of written job descriptions for City funded personnel positions will be filed in all individual personnel folders for each position in the organization.
- 15.7 The Contractor agrees to provide City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.
- 15.8 At the sole discretion of the Executive Director of OCA, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;

- (B) To serve as a juror;
- (C) To attend the funeral of someone in the immediate family. Immediate family shall include father, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee's household. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
- (D) To attend seminars or workshops;

- 15.9 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.
- 15.10 Contractors providing performance pay for City-funded employees must perform regular employee appraisals which shall be made available to City upon request.
- 15.11 Contractor's primary contact for this Contract is (Name/Title) \_\_\_\_\_ and (Name/Title) \_\_\_\_\_ shall serve as the secondary contact. All contacts identified herein will have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

XVI. ADVERSARIAL PROCEEDINGS

- 16.1 Contractor agrees to comply with the following provisions:
  - (A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against City or any other public entity; and
  - (B) Contractor, at City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against City remains unresolved.

XVII. CITY-SUPPORTED PROJECT

- 17.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Office of Cultural Affairs" and by utilizing the official OCA logo (not the "sahearts" website log). The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.
- 17.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.
- 17.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.
- 17.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

XVIII SPECIAL PROVISIONS

18.1 Indecency. The following is City's policy statement regarding material and/or performances funded under OCA's Arts Agency Contracts:

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 18.1 (b.)

(B) Contractor must make OCA aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

18.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.

18.3 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5, Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as "a Project by Contractor".

#### **XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES**

19.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

#### **XX. ASSIGNMENT**

20.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXI. AMENDMENT

- 21.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City’s approval; provided, however, the Executive Director of OCA shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws in the following circumstances:
  - A. an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;
  - B. modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;
  - C. budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III. Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;
  - D. modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio’s Risk Manager and the Executive Director of OCA;
  - E. adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 21.1(a) above; and
  - F any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 21.1(a) and (e) above.
- 21.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

XXII. SUBCONTRACTING

- 22.1 Any work or services subcontracted hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

XXIII. OFFICIAL COMMUNICATIONS

- 23.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Contractor:

**City of San Antonio**  
**Office of Cultural Affairs**  
**PO Box 839966**  
**San Antonio, Texas 78283-3966**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Notices of changes 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 the change.

**XXIV. VENUE**

- 24.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

**XXV. GENDER**

- 25.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XXVI. AUTHORITY**

- 26.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code Section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide OCA verification of the foregoing requirements no later than the execution date of this Contract.

**XXVII. INDEPENDENT CONTRACTOR**

- 27.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 27.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 27.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Contractor.

**XXVIII. SEVERABILITY**

- 28.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained

herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXIX. CONTRIBUTION PROHIBITIONS

- 29.1 Contractor acknowledges that City Code Section 2-309 may apply to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.
- 29.2 Contractor acknowledges that this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code Section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXX. ENTIRE CONTRACT

- 30.1 This Contract and its attachments constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF SAN ANTONIO:

CONTRACTING AGENCY:

\_\_\_\_\_  
 Felix Padrón  
 Executive Director  
 Office of Cultural Affairs

XXXXXXXXXXXXXXXXXXXX  
 Address xxxxx  
 San Antonio, TX 782xx

\_\_\_\_\_  
Authorized Signor

APPROVED AS TO FORM:

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Board President (if required by Agency)

**ATTACHMENTS**

- Attachment I – Program Statement, Performance Plan & Budget
- Attachment II – Contract Monitoring Report

# Attachment XXXIX

STATE OF TEXAS \*

COUNTY OF BEXAR \* ARTS AGENCY CONTRACT WITH (Name of Contractor)

CITY OF SAN ANTONIO \*

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 2011-09-15-xxxx dated September 15, 2011, and the (agency name), (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Office of Cultural Affairs is designated as the managing City department (hereinafter referred to as "OCA") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled Operational Support (hereinafter referred to as "the Project"); and

WHEREAS, City wishes to engage Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan and Budget, affixed hereto and incorporated herein for all purposes as Attachment I.

Operational Support	Attachment I
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II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on October 1, 2011 and shall terminate on September 30, 2012.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII. There is no guarantee of renewal for the following fiscal year.

2.3 Contractor understands that City will not distribute funds under this contract until Contractor has submitted all invoices and receivables required under the previous fiscal year's contract and City has approved said submittals. This does not excuse Contractor from complying with Section 8.6 requiring all documents and required deliverables be submitted within a period not to exceed thirty (30) days from the termination date of the Contract.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. 2011-09-15-xxxx. Said budget(s) is (are) part of Attachment I to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Operational Support	\$	Attachment I
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- 3.2 The funding level of this Contract is based on the allocation awarded to OCA by the City of San Antonio. The allocation is based on an appropriation for the ***Operational Support*** and OCA’s receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City’s Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.
- 3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor’s operating budget that was established for Contractor during the Fiscal Year 2010 Funding Process.
- 3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVIII, below.

IV. PAYMENT

- 4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination.
- 4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City’s liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in **Attachment I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.
- (B) All funds received under this Contract shall be subject to the following payment schedule (“Disbursement Schedule”):

\$25,000-\$100,000	October	April	September
	50%	40%	10%

Greater than \$100,001	October	January	April	September
	30%	30%	30%	10%

- (1) The Disbursement Schedule takes effect upon Contract execution.
- (2) Invoice support documents must be provided by 4:00 p.m. on the 10<sup>th</sup> of the Month as set forth in the Disbursement Schedule and must reflect the budget set forth in Attachment I.

- (3) Contractor must provide support documentation for prior payments before receiving further payment.
  - (4) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.
  - (5) If Contractor fails to timely comply with any of the reporting requirements of this Contract including but not limited to invoicing, and submitting Contract Monitoring Reports and any and all documents related to the contract, as determined by the sole discretion of the Executive Director of OCA, funds not yet received under this Contract shall revert to a monthly reimbursement schedule, as determined by the Executive Director of OCA, according to standard procedures followed by City's Finance Department.
- 
- 4.3 The City Manager, Assistant City Manager or the Director of OCA may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry and such changes shall not necessitate an amendment to this Contract.
  - 4.4 The Executive Director of OCA may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.
  - 4.5 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of OCA.
  - 4.6 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of OCA prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.
  - 4.7 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).
  - 4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:
    - (A) accurate, current, and complete disclosure of financial support from each Federal, State and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII. of this Contract. If accrual basis reports are required, Contractor shall develop accrual data for its reports based on an analysis of the documentation available;
    - (B) adequate identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, unobligated balances, assets, equity, outlays, and income;
    - (C) effective control over and accountability for all funds, property, and other assets. Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
    - (D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by City, financial information should be related to performance and unit cost data;
    - (E) procedures to minimize the time elapsing between the transfer of funds from City and the disbursement of said funds by Contractor;
    - (F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, and the terms of the award, grant, or contract, with City;

(G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). Contractor shall maintain records and shall meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and

(H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees to comply with the following check procedures:

(A) No blank checks are to be signed in advance;

(B) No checks are to be made payable to cash or 'bearer' with the exception of those for petty cash reimbursement, not to exceed a \$100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed \$200.00 for any given calendar month during the term of this Contract unless Contractor receives prior written approval from OCA to exceed such limit. Such requests for petty cash must be supported by the submission to OCA of an original receipt; and

(C) Checks issued by City to Contractor shall be deposited into the appropriate bank account no later than three (3) business days of Contractor's receipt of each such check, and shall never be cashed for purposes of receiving the face amount back. If such check(s) are not cashed within ninety (90) days from the date of issue, such checks shall be investigated by City and stop-payment orders issued, as applicable. Upon cancellation of any outstanding check, if deemed appropriate by City, Contractor may be reissued such check but, if deemed by City not to be a valid expense, such check shall be immediately returned to City.

4.10 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.

4.11 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.

4.12 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of OCA may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor must be designated as a 501(c)(3).

4.14 City reserves the right to request Contractor to provide additional records for long distance calls, faxes and/or cell phone calls charged to City.

**V. PROGRAM INCOME**

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for

services rendered by Contractor pursuant to this Contract. Contractor shall be permitted to retain such funds to be:

(A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or

(B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.

- 5.2 Contractor shall provide OCA, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.
- 5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.
- 5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

**VI. ADMINISTRATION OF CONTRACT**

- 6.1 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

**VII. AUDIT**

- 7.1 (A) If Contractor expends \$250,000.00 or more of City dollars, then during the term of this Contract, Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish OCA a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. If the amount of funds to be paid to Contractor in Article III, Section 3.1 of this Contract is \$250,000.00 or more, then Contractor further agrees to provide a line item in its budget for a financial statement audit prepared by an independent certified public accountant. If City determines, in its sole discretion, that Contractor is in violation of the above requirements, City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have Contractor pay for such audit from non-City resources.
  - (B) If Contractor expends less than \$250,000.00 of City dollars, then during the term of this Contract, Contractor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.
  - (C) The audited financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through City and a certification from Contractor stating whether or not the terms and conditions of the Contract were met.
- 7.2 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to OCA within ten (10) days of Contractor's receipt of the report.

- 7.3 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall, during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available to the auditing entity books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of four (4) years. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

- 7.4 City may, at its sole discretion, require Contractor to use any and all of City’s accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and Contractor shall abide by such requirements.

- 7.5 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, OCA may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If OCA elects to deduct such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

- 8.1 OCA is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by OCA, Contractor shall furnish to OCA, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.

- 8.2 Contractor shall submit to OCA such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to OCA no later than 4:00 p.m. on the tenth (10<sup>th</sup>) day of month according to the schedule below in which the reported activities occurred as stated on the Performance Plan set forth in Attachment I.



\$25,000 and Greater	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
	January 10 <sup>th</sup>	April 10 <sup>th</sup>	July 10 <sup>th</sup>	October 10 <sup>th</sup>

8.3 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor’s receipt of such request.

8.4 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003(8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Executive Director of OCA, unless required to do so by a court of competent jurisdiction. OCA shall be notified of such request as set forth in Article VIII., Section 8.3 of this Contract.

8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.

8.7 Contractor shall provide to OCA all information requested by OCA relating to the Contractor’s Board functions. Information required for submission shall include, but may not be limited to:

- (A) Roster of current Board Members including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);
- (B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and
- (C) Schedule of anticipated board meetings for current Fiscal Year.

In addition, Contractor shall maintain and provide to City upon written request :

- (D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and
- (E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.

8.8 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 official record retention schedules found at

<http://www.tsl.state.tx.us/slrn/recordspubs/gr.html> and any amendments thereto, as well as Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

- (A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City’s Office of Cultural Affairs, which shall be clearly labeled “***Operational Support***” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent’s signature and phone number and be mailed with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City’s Office of Cultural Affairs. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.
  
- (B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereupon City may incur increased risk.
  
- (C) A Contractor’s financial integrity is of interest to the City; therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

<u>TYPE</u>	<u>AMOUNTS</u>
Broad Form Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> <li>a. Premises operations</li> <li>b. Independent Contractors</li> <li>c. Products/completed operations</li> <li>d. Personal Injury</li> <li>e. Contractual Liability</li> </ul>	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired Vehicles</li> </ul> ** if transportation of participants is conducted	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

(D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Office of Cultural Affairs  
PO Box 839966  
San Antonio, Texas 78283-3966

(E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

(F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.

(G) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(H) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.

(I) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Contract.

(J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

(K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.



## X. INDEMNITY

- 10.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this AGREEMENT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.
- 10.2 The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- 10.3 CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this AGREEMENT.
- 10.4 Defense Counsel – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 10.5 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation or other employee benefit acts.

## XI. APPLICABLE LAWS

- 11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:
- worker's compensation;
  - unemployment insurance;
  - timely deposits of payroll deductions;
  - Occupational Safety and Health Act regulations;
  - Employee Retirement Income Security Act of 1974, P.L. 93-406.
  - Drug-Free Workplace Act of 1988 and the Texas Worker's Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
  - American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
  - City of San Antonio and Bexar County charter, ordinances and bond ordinances.
- 11.2 Contractor shall not engage in employment practices, which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure applicants and employees are treated without regard to their race, color, religion, national origin, sex, age, handicap, political belief or affiliation. Additionally, Contractor agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.
- 11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:
- Information on Tax Return form 990, 990N or 990T,
  - Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, and
  - Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.
- Contractor shall also maintain and submit to OCA upon written request form 990, 990N or 990T.
- 11.4 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:
- (A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
  - (B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
  - (C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
  - (D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
  - (E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".
- 11.5 All expenditures by Contractor or any of its subcontractors exceeding \$25,000.00 must be pre-approved in writing by OCA. Furthermore, all expenditures by Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations including all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code which include groups of separate, sequential or component purchases, as such terms are defined in Section 252.001 of the Texas Local Government Code, exceeding a total cost of \$3,000.00 set forth in this Section.

## XII. NO SOLICITATION/CONFLICT OF INTEREST

- 12.1 Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of Contractor or City. For breach or violation of this warrant, City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.
- 12.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 12.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 12.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:
- (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
- (B) Have any direct or indirect interest in this Contract or the proceeds thereof.
- 12.5 Contractor acknowledges that it is informed that Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52(e) of the City Ethics Code. If Contractor is a business entity, Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

## XIII. TERMINATION

- 13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such

notice is sent). Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.

- 13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.
- 13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.
- 13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article VII., Section 7.5 of this Contract. The obligations of Contractor to return such funds to City in accordance with this Section, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

#### XIV. PROHIBITION OF POLITICAL ACTIVITIES

- 14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 14.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 14.3 The prohibitions set forth in Article XIV., Sections 14.1 and 14.2 of this Contract include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;

- (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
  - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
  - (D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 14.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to OCA. Contractor shall list the name and number of a contact person from OCA on the statement that Contractor's personnel can call to report said violations.
- 14.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at City's discretion, be withheld until the situation is resolved.
- 14.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

#### XV. PERSONNEL MANAGEMENT

- 15.1 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this Agreement.
- 15.2 Contractor shall have a salaried full-time or part-time manager who is responsible for the business management of the organization on staff at all times during the term of this Contract. Contractor shall supply such manager's job description along with the first Contract Monitoring Report submitted under this Contract.
- 15.3 Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 15.4 Contractor is permitted to pay its full time employees for the total number of holidays authorized by City Council for City employees. If Contractor elects to observe more than the total number of holidays, authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.
- 15.5 Contractor agrees to include job titles in their invoice(s), and additionally must provide to City upon request any salary or range increase/decrease information for City funded personnel positions.
- 15.6 Contractor agrees that all copies of written job descriptions for City funded personnel positions will be filed in all individual personnel folders for each position in the organization.

- 15.7 The Contractor agrees to provide City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.
- 15.8 At the sole discretion of the Executive Director of OCA, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below :
  - (A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;
  - (B) To serve as a juror;
  - (C) To attend the funeral of someone in the immediate family. Immediate family shall include father, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee’s household. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
  - (D) To attend seminars or workshops;
- 15.9 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as “Relatives”) who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.
- 15.10 Contractors providing performance pay for City-funded employees must perform regular employee appraisals which shall be made available to City upon request.
- 15.11 Contractor’s primary contact for this Contract is (Name/Title)\_\_\_\_\_ and (Name/Title) \_\_\_\_\_ shall serve as the secondary contact. All contacts identified herein will have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

XVI. ADVERSARIAL PROCEEDINGS

- 16.1 Contractor agrees to comply with the following provisions :
  - (A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against City or any other public entity; and
  - (B) Contractor, at City’s option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against City remains unresolved.

XVII. CITY-SUPPORTED PROJECT

- 17.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is “supported by the City of San Antonio’s Office of Cultural Affairs” and by utilizing the official OCA logo (not the “sahearts” website logo). The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.
- 17.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.

- 17.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.
- 17.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

XVIII. SPECIAL PROVISIONS

- 18.1 Indecency. The following is City’s policy statement regarding material and/or performances funded under OCA’s Arts Agency Contracts:

(A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 18.1(b).

(B) Contractor must make OCA aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.

(C) The City Council shall have the right to terminate this Contract upon finding that Contractor’s activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

- 18.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.

- 18.3 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5, Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as “a Project by Contractor”.

XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

- 19.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance

or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

#### XX. ASSIGNMENT

- 20.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

#### XXI. AMENDMENT

- 21.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Executive Director of OCA shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws in the following circumstances:

- (A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;
- (B) modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;
- (C) budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III, Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;
- (D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Executive Director of OCA;
- (E) adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 21.1(a) above; and
- (F) any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 21.1(A) and (E) above.

- 21.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

#### XXII. SUBCONTRACTING

- 22.1 Any work or services subcontracted hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.



**XXIII. OFFICIAL COMMUNICATIONS**

23.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

**City of San Antonio  
Office of Cultural Affairs  
PO Box 839966  
San Antonio, Texas 78283-3966**

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices of changes 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 the change.

**XXIV. VENUE**

24.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

**XXV. GENDER**

25.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XXVI. AUTHORITY**

26.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code Section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide OCA verification of the foregoing requirements no later than the execution date of this Contract.

**XXVII. INDEPENDENT CONTRACTOR**

27.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that City shall in no way be responsible

therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

27.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

27.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Contractor.

XXVIII. SEVERABILITY

28.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXIX. CONTRIBUTION PROHIBITIONS

29.1 Contractor acknowledges that City Code Section 2-309 applies to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.

29.2 Contractor acknowledges that this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code Section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXX. ENTIRE CONTRACT

30.1 This Contract and its attachments constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF SAN ANTONIO:

CONTRACTING AGENCY:

\_\_\_\_\_  
Felix Padrón  
Executive Director

XXXXXXXXXXXX  
Address xxxx

\_\_\_\_\_  
Office of Cultural Affairs

San Antonio, TX 782xx

APPROVED BY:

\_\_\_\_\_  
Sheryl Sculley  
City Manager

\_\_\_\_\_  
Authorized Signor

APPROVED AS TO FORM:

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Board President (if required by Agency)

**ATTACHMENTS**

- Attachment I – Program Statement, Performance Plan & Budget
- Attachment II – Contract Monitoring Report

# Attachment XL

STATE OF TEXAS \*

COUNTY OF BEXAR \* ARTS AGENCY CONTRACT WITH CENTRO ALAMEDA, INC.

CITY OF SAN ANTONIO \*

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 2011-09-15-xxxx dated September 15, 2011, and the Centro Alameda, Inc., (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Office of Cultural Affairs is designated as the managing City department (hereinafter referred to as "OCA") for the City; and

WHEREAS, City has provided certain funds from the Hotel Motel Tax Fund for the promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement, application and exhibition of the arts; and

WHEREAS, City has adopted a budget for expenditure of such funds, and included therein is an allocation of funds for a project(s) entitled Operational Support (hereinafter referred to as "the Project"); and

WHEREAS, City wishes to engage Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to City and in compliance with the Program Statement, Performance Plan and Budget, affixed hereto and incorporated herein for all purposes as **Attachment I**.

Operational Support	Attachment I
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II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on October 1, 2011 and shall terminate on September 30, 2012.

2.2 Contractor understands that this Contract will terminate as provided in Section 2.1, or sooner as provided in Article XIII. Despite the two-year arts funding cycle employed by OCA, it is the understanding of the Parties that the funding provided under this Contract is for one year only.

2.3 Contractor understands that City will not distribute funds under this Contract until Contractor has submitted all invoices and receivables required under the previous fiscal year's contract and City has approved said submittals. This does not excuse Contractor from complying with Section 8.6 requiring all documents and required deliverables be submitted within a period not to exceed thirty (30) days from the termination date of the Contract.

III. CONSIDERATION

3.1 In consideration, City will reimburse Contractor for expenses incurred in accordance with the budget(s) approved by City Council in Ordinance No. 2011-09-15-xxxx. Said budget(s) is (are) part of **Attachment I** to this Contract. It is specifically agreed that reimbursement hereunder shall not exceed the amount(s) as set forth in the table below:

Operational Support	\$150,000.00	Attachment I
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- 3.2 The funding level of this Contract is based on the allocation awarded to OCA by the City of San Antonio. The allocation is based on an appropriation for the Operational Support and OCA's receipt of said allocation. The budget(s) to this Contract may be adjusted to correspond to the actual allocation awarded. If any of the funds received under this Contract are from the City's Hotel Occupancy Tax collections, it is the understanding of the Parties that the amount set forth in Section 3.1 may be adjusted at any time to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines.
- 3.3 Contractor understands and agrees that this is a contract to provide matching funds for funding already received by Contractor and that City shall have no obligation to provide any funds hereunder until Contractor has received the matching funds required by the Arts Funding guidelines. City requires sufficient evidence that matching funds are in place prior to making any payments under this Contract. It is the understanding of the Parties that the amount and the availability of matching funds are based on Contractor's operating budget that was established for Contractor during the Fiscal Year 2010 Funding Process.
- 3.4 Consequently, Contractor agrees to comply with the Special Provisions set forth in Article XVIII, below.

**IV. PAYMENT**

- 4.1 Prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall be financially stable and operate in a fiscally responsible and prudent manner, as determined at the sole discretion of City. Contractor shall provide any records requested by City that City deems necessary to make such a determination including, but not limited to the following:
  - (A) Monthly fiscal cash flow reports to OCA in a format acceptable to City;
  - (B) Copies of monthly Board meeting minutes no later than 30 days after each Board meeting;
  - (C) Board approved Business Plan submitted with 30 days of Contract execution;
  - (D) City Council briefing in the third quarter of Fiscal Year 2012;
  - (E) Submission of audit prepared by an independent third-party for fiscal year ending September 30, 2011 within 90 days of Contract execution showing progress towards financial viability;
  - (F) Demonstration of continued progress toward repayment of outstanding debt; and
  - (G) Documentation from HFLI clarifying status of \$ 1,000,000 Challenge Grant awarded to Centro Alameda to develop permanent facilities at the Alameda Theatre and whether or not such funds must be repaid
- 4.2 (A) Contractor agrees that this is a cost reimbursement contract and that City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable Federal, State, and local law, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in **Attachment I** of this Contract. In no event shall City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract.
- (B) All funds received under this Contract shall be subject to the following payment schedule ("Disbursement Schedule"):

Value of Program Budget	October	April	September
\$25,000 - \$100,000	50%	40%	10%

Value of Program Budget	October	January	April	September
Greater than \$100,001	30%	30%	30%	10%

- (1) The Disbursement Schedule takes effect upon Contract execution.
- (2) Invoice support documents must be provided by 4:00 p.m. on the 10<sup>th</sup> of the Month as set forth in the Disbursement Schedule and must reflect the budget set forth in Attachment I.
- (3) Contractor must provide support documentation for prior payments before receiving further payment.
- (4) Invoice for final payment must include support material for the previous payment as well as all necessary support materials for the final payment.
- (5) If Contractor fails to timely comply with any of the reporting requirements of this Contract including but not limited to invoicing, and submitting Contract Monitoring Reports and any and all documents related to the contract, as determined by the sole discretion of the Executive Director of OCA, funds not yet received under this Contract shall revert to a monthly reimbursement schedule, as determined by the Executive Director of OCA, according to standard procedures followed by City's Finance Department.

- 4.3 The City Manager, Assistant City Manager or the Director of OCA may make changes to the Funding Schedule when doing so is in the best interest of the City and/or serves to promote the tourism and visitor industry and such changes shall not necessitate an amendment to this Contract.
- 4.4 The Executive Director of OCA may require the Contractor's submission of original or certified copies of invoices, cancelled checks, and/or receipts to verify invoiced expenses.
- 4.5 Contractor agrees that all requests for reimbursement shall be accompanied with documentation as may be required by the Executive Director of OCA.
- 4.6 Contractor shall submit to City all final requests for payment no later than thirty (30) days from the termination date of this Contract, unless Contractor receives written authorization from the Executive Director of OCA prior to such thirty (30) day period allowing Contractor to submit a request for payment after such thirty (30) day period.
- 4.7 Contractor agrees that City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of Contractor).
- 4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:
  - (A) accurate, current, and complete disclosure of financial support from each Federal, State and locally sponsored project and program in accordance with the reporting requirements set forth in

Article VIII. of this Contract. If accrual basis reports are required, Contractor shall develop accrual data for its reports based on an analysis of the documentation available;

- (B) adequate identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, unobligated balances, assets, equity, outlays, and income;
- (C) effective control over and accountability for all funds, property, and other assets. Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by City, financial information should be related to performance and unit cost data;
- (E) procedures to minimize the time elapsing between the transfer of funds from City and the disbursement of said funds by Contractor;
- (F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, and the terms of the award, grant, or contract, with City;
- (G) accounting records that are supported by source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City). Contractor shall maintain records and shall meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and
- (H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project/Projects. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees to comply with the following check procedures:

- (A) No blank checks are to be signed in advance;
- (B) No checks are to be made payable to cash or 'bearer' with the exception of those for petty cash reimbursement, not to exceed a \$100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed \$200.00 for any given calendar month during the term of this Contract unless Contractor receives prior written approval from OCA to exceed such limit. Such requests for petty cash must be supported by the submission to OCA of an original receipt; and
- (C) Checks issued by City to Contractor shall be deposited into the appropriate bank account no later than three (3) business days of Contractor's receipt of each such check, and shall never be cashed for purposes of receiving the face amount back. If such check(s) are not cashed within ninety (90) days from the date of issue, such checks shall be investigated by City and stop-payment orders issued, as applicable. Upon cancellation of any outstanding check, if deemed appropriate by City, Contractor may be reissued such check but, if deemed by City not to be a valid expense, such check shall be immediately returned to City.

4.10 Contractor agrees that Contractor costs claimed under this Contract will not be claimed under another contract or grant from another agency.



- 4.11 Upon completion or termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project/Projects, must immediately, upon receipt, be returned by Contractor to City.
- 4.12 Upon execution of this Contract or at any time during the term of this Contract, City's Director of Finance, the City Auditor, or a person designated by the Executive Director of OCA may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.
- 4.13 Contractor must be designated as a 501(c)(3).
- 4.14 City reserves the right to request Contractor to provide additional records for long distance calls, faxes and/or cell phone calls charged to City.

#### V. PROGRAM INCOME

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor shall be permitted to retain such funds to be:
  - (A) added to the Project and used to further eligible Project and/or Contractor objectives, in which case proposed expenditures must first be approved by City; or
  - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by City.
- 5.2 Contractor shall provide OCA, through the Contract Monitoring Report, notice of activity that generates program income. Contractor shall provide detail in the Contract Monitoring Report of the type of activity, time, and place of all activities that generate program income.
- 5.3 Contractor shall fully disclose and be accountable to City for all program income. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.
- 5.4 Contractor shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

#### VI. ADMINISTRATION OF CONTRACT

- 6.1 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.

#### VII. AUDIT

- 7.1 (A) If Contractor expends \$250,000.00 or more of City dollars, then during the term of this Contract, Contractor shall have completed an independent audit of its financial statements performed within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish OCA a copy of the audit report within a period not to exceed fifteen (15) days upon receipt of the report. If the amount of funds to be paid to Contractor in Article III. Section 3.1 of this Contract is \$250,000.00 or

more, then Contractor further agrees to provide a line item in its budget for a financial statement audit prepared by an independent certified public accountant. If City determines, in its sole discretion, that Contractor is in violation of the above requirements, City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have Contractor pay for such audit from non-City resources.

(B) If Contractor expends less than \$250,000.00 of City dollars, then during the term of this Contract, Contractor shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of Contractor's fiscal year or termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

(C) The audited financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through City and a certification from Contractor stating whether or not the terms and conditions of the Contract were met.

7.2 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to OCA within ten (10) days of Contractor's receipt of the report.

7.3 City reserves the right to conduct, or cause to be conducted an audit of all funds received under this Contract at any and all times deemed necessary by City. City audit staff, a Certified Public Accounting firm, or other auditors as designated by City, may perform such audit(s). City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall, during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available to the auditing entity books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of four (4) years. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except if there is litigation or if the audit report covering such agreement has not been accepted, Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

7.4 City may, at its sole discretion, require Contractor to use any and all of City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and Contractor shall abide by such requirements.

7.5 When an audit or examination determines that Contractor has expended funds or incurred costs which are questioned by City and/or the applicable state or federal governing agency, Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, Contractor will immediately refund such amount to City no later than ten (10) days from the date of notification of such disapproval or disallowance by City. At its sole option, OCA may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashiers check or money order. If OCA elects to deduct

such claims from subsequent reimbursements, during such time, Contractor is forbidden to reduce Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of Contractor and shall not be paid from any Project funds received by Contractor under this Contract.

**VIII. RECORDS, REPORTING, AND COPYRIGHTS**

- 8.1 OCA is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by OCA, Contractor shall furnish to OCA, if applicable, such statements, records, data, and information and permit City, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract.
- 8.2 Contractor shall submit to OCA such reports as may be required by City, including the Contract Monitoring Report form, which is affixed hereto and incorporated herein as **Attachment II** preferably by electronic means. Said report is to be submitted to OCA no later than 4:00 p.m. on the tenth (10<sup>th</sup>) day of month according to the schedule below in which the reported activities occurred as stated on the Performance Plan set forth in Attachment I.

	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
\$25,000 and Greater	January 10 <sup>th</sup>	April 10 <sup>th</sup>	July 10 <sup>th</sup>	October 10 <sup>th</sup>

- 8.3 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to State or Federal law, Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.
- 8.4 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003(8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code.  
  
Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Executive Director of OCA, unless required to do so by a court of competent jurisdiction. OCA shall be notified of such request as set forth in Article VIII., Section 8.3 of this Contract.
- 8.5 City and Contractor agree that should City wish to obtain a license to use the Project for commercial or non-commercial purposes, the parties shall negotiate such a license, upon mutually agreeable terms, at no cost to City. Contractor agrees to execute all documents reasonably requested by City to enable City to utilize all such property.

- 8.6 Within a period not to exceed thirty (30) days from the termination date of the Contract, Contractor shall submit all final fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project/the Projects.
- 8.7 Contractor shall provide to OCA all information requested by OCA relating to the Contractor's Board functions. Information required for submission shall include, but may not be limited to:
- (A) Roster of current Board Members including the terms of each Officer (name, title, address, telephone number, fax number and e-mail address);
  - (B) Current Bylaws and Charter including any Amendments to Bylaws or Charter; and
  - (C) Schedule of anticipated board meetings for current Fiscal Year.
- In addition, Contractor shall maintain and provide to City upon written request:
- (D) Minutes of board meetings which if approved by the Contractors board will become part of the Contractors project records; and
  - (E) Board Agenda, if requested must be submitted at least three (3) business days prior to each Board meeting.
- 8.8 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html> and any amendments thereto, as well as Texas Local Government Code Chapter 252 pertaining to Purchasing and Contracting Authority of Municipalities and Chapter 2254 pertaining to Professional and Consulting Services which can both be found at <http://www.capitol.state.tx.us/statutes/go/go0055200toc.html>

#### IX. INSURANCE

- 9.1 Contractor agrees to comply with the following insurance provisions:
- (A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Office of Cultural Affairs, which shall be clearly labeled "**Operational Support**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature and phone number and be mailed with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the City's Office of Cultural Affairs. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
  - (B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereupon City may incur increased risk.
  - (C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

<u>TYPE</u>	<u>AMOUNTS</u>
Broad Form Commercial General Liability Insurance to include coverage for the following : a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles ** if transportation of participants is conducted	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

(D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio  
 Attn: Office of Cultural Affairs  
 PO Box 839966  
 San Antonio, Texas 78283-3966

(E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City
- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

(F) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor’s performance should there be a lapse in coverage at any time

during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Contract.

- (G) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- (H) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.
- (I) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Contract.
- (J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- (K) Contractor and its subcontractors are responsible for all damage to their own equipment and/or property.

#### **X. INDEMNITY**

**10.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this AGREEMENT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**10.2 The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

- 10.3 **CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this AGREEMENT.**
- 10.4 **Defense Counsel – City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City’s written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.**
- 10.5 **Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker’s compensation or other employee benefit acts.**

#### XI. APPLICABLE LAWS

- 11.1 All of the work performed under this Contract by Contractor shall comply with all applicable Federal, State and local laws, rules, regulations as amended from time to time including but not limited to:
- worker’s compensation;
  - unemployment insurance;
  - timely deposits of payroll deductions;
  - Occupational Safety and Health Act regulations;
  - Employee Retirement Income Security Act of 1974, P.L. 93-406.
  - Drug-Free Workplace Act of 1988 and the Texas Worker’s Compensation Commission Drug-Free Workplace Rules effective April 17, 1991 (Failure to comply with these may subject the Contractor to suspension of payments, termination of Contract, debarment and suspension actions);
  - American with Disabilities Act P.L. 101-336, enacted July 26, 1990, and all regulations thereunder; and
  - City of San Antonio and Bexar County charter, ordinances and bond ordinances.
- 11.2 Contractor shall not engage in employment practices, which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure applicants and employees are treated without regard to their race, color, religion, national origin, sex, age, handicap, political belief or affiliation. Additionally, Contractor agrees to comply fully with all applicable nondiscrimination, minimum wage, and equal opportunity policies, laws and regulations.
- 11.3 Contractor warrants that all taxes, which Contractor may be obligated for are current, and paid to the fullest extent liable as of the execution date of the Contract. This includes if applicable the filing of:
- Information on Tax Return form 990, 990N or 990T,
  - Quarterly Tax Return Form 941, W-2’s Form 1099 on individuals who received compensation other than wages, such as car allowance, and
  - Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc.

Contractor shall also maintain and submit to OCA upon written request form 990, 990N or 990T.

- 11.4 Contractor understands that certain funds provided pursuant to this Contract have been made available by City and/or by Federal, State, or other granting entities. Consequently, Contractor must comply with all laws, rules, regulations, policies, and procedures applicable to those specific funds. For example, CDBG Contractors are required to follow applicable CDBG regulations. In addition, Contractor shall comply with the following Office of Management and Budget (OMB) Circulars, as applicable:
- (A) OMB Circular A-21, entitled, "Cost Principles for Educational Institutions";
  - (B) OMB Circular A-87, entitled, "Cost Principles for State, Local and Indian Tribal Governments";
  - (C) OMB Circular A-102, entitled, "Grants and Cooperative Agreements with State and Local Governments";
  - (D) OMB Circular A-122, entitled, "Cost Principles for Non-Profit Organizations"; and
  - (E) OMB Circular A-133, entitled, "Audits of States, Local Governments, and Not for Profit Organizations".
- 11.5 All expenditures by Contractor or any of its subcontractors exceeding \$25,000.00 must be pre-approved in writing by OCA. Furthermore, all expenditures by Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations including all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code which include groups of separate, sequential or component purchases, as such terms are defined in Section 252.001 of the Texas Local Government Code, exceeding a total cost of \$3,000.00 set forth in this Section.

**XII. NO SOLICITATION/CONFLICT OF INTEREST**

- 12.1 Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of Contractor or City. For breach or violation of this warrant, City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.
- 12.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 12.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 12.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:
- (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
  - (B) Have any direct or indirect interest in this Contract or the proceeds thereof.
- 12.5 Contractor acknowledges that it is informed that Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to City of



land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.

- 12.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, (that neither Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52(e) of the City Ethics Code. If Contractor is a business entity, Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity). Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

### XIII. TERMINATION

- 13.1 Termination for Cause – Should Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by City, or if this Contractor should violate any of the covenants, conditions, or stipulations of the Contract, City shall thereupon have the right to terminate this Contract by sending written notice to Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance, of its obligations for which final payment is sought. Should Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment shall be grounds for termination for cause.
- 13.2 Termination for Convenience – This Contract may be terminated in whole or in part when City determines that continuation of the Project or Projects would not produce beneficial results commensurate with the further expenditure of funds. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent. Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, Contractor's complete and satisfactory performance of its obligations for which final payment is sought.
- 13.3 Notwithstanding any other remedy contained herein or provided by law, City may delay, suspend, limit, or cancel funds, rights or privileges herein given Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of City, Contractor may be placed on probation during which time City may withhold reimbursements in cases where it determines that Contractor is not in compliance with this Contract. Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to City.
- 13.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then, in accordance with Article XI, Section 11.2 of this Contract, Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified in Chapter 61 of the Texas Labor Code. Upon the expiration of four (4) years from the end of said timeframe, Contractor must thereafter return to City any remaining funds received from City for salaries and wages. Such funds to be returned shall be classified as "disallowed costs" and refunded by Contractor in accordance with Article

VII., Section 7.5 of this Contract. The obligations of Contractor to return such funds to City in accordance with this Section, however, shall be subject to compliance by Contractor of all applicable Texas Unclaimed Property laws.

#### XIV. PROHIBITION OF POLITICAL ACTIVITIES

- 14.1 Contractor agrees that no funds provided from or through City shall be contributed or used to conduct political activities, including political activities for the benefit of any candidate for elective office, political party, organization or measure, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 14.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 14.3 The prohibitions set forth in Article XIV., Sections 14.1 and 14.2 of this Contract include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
  - (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
  - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
  - (D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 14.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to OCA. Contractor shall list the name and number of a contact person from OCA on the statement that Contractor's personnel can call to report said violations.
- 14.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at City's discretion, be withheld until the situation is resolved.
- 14.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

#### XV. PERSONNEL MANAGEMENT

- 15.1 Contractor shall promptly inform City of any key employee status changes, whether or not such positions are funded under this Agreement.

- 15.2 Contractor shall have a salaried full-time or part-time manager who is responsible for the business management of the organization on staff at all times during the term of this Contract. Contractor shall supply such manager's job description along with the first Contract Monitoring Report submitted under this Contract.
- 15.3 Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 15.4 Contractor is permitted to pay its full time employees for the total number of holidays authorized by City Council for City employees. If Contractor elects to observe more than the total number of holidays, authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.
- 15.5 Contractor agrees to include job titles in their invoice(s), and additionally must provide to City upon request any salary or range increase/decrease information for City funded personnel positions.
- 15.6 Contractor agrees that all copies of written job descriptions for City funded personnel positions will be filed in all individual personnel folders for each position in the organization.
- 15.7 The Contractor agrees to provide City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.
- 15.8 At the sole discretion of the Executive Director of OCA, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below :
- (A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;
  - (B) To serve as a juror;
  - (C) To attend the funeral of someone in the immediate family. Immediate family shall include father, mother, sister, brother, husband, wife or child, and other relatives, (including in-laws) if such other relatives are actually members of the employee's household. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
  - (D) To attend seminars or workshops;
- 15.9 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.
- 15.10 Contractors providing performance pay for City-funded employees must perform regular employee appraisals which shall be made available to City upon request.
- 15.11 Contractor's primary contact for this Contract is (Name/Title)\_\_\_\_\_ and (Name/Title) \_\_\_\_\_ shall serve as the secondary contact. All contacts identified herein will have the ability to access agency files in order to function seamlessly during the course of business with the City. Contractor shall notify the City upon any change in contact information within 10 days of the change.

**XVI. ADVERSARIAL PROCEEDINGS**

- 16.1 Contractor agrees to comply with the following provisions:
- (A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against City or any other public entity; and
  - (B) Contractor, at City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against City remains unresolved.

**XVII. CITY-SUPPORTED PROJECT**

- 17.1 Contractor shall identify all events and activities funded in whole or in part by City by stating that the Project is "supported by the City of San Antonio's Office of Cultural Affairs" and by utilizing the official OCA logo (not the "sahearts" website logo). The list of events and activities to be funded as part of this Project is included in **Attachment I** to this Contract.
- 17.2 This requirement shall apply to all print and electronic media and any other media related to events and activities funded in whole or in part by City.
- 17.3 Contractor shall not identify City as a funding provider for any events and activities for which City has not authorized funding. Only events and activities identified within **Attachment I** of this Contract shall be considered to be authorized for funding by City.
- 17.4 If Contractor identifies City as a funding provider for any events and activities for which City has not authorized funding, City may require Contractor to issue a retraction in a format and timeframe directed by City. All costs for retractions shall be the responsibility of Contractor and such costs shall not be eligible for reimbursement by City.

**XVIII. SPECIAL PROVISIONS**

- 18.1 Indecency. The following is City's policy statement regarding material and/or performances funded under OCA's Arts Agency Contracts:
- (A) Contractor is instructed to make the public aware that sensitive subject matter of graphically violent and/or sexually explicit nature may be performed, sponsored or exhibited by displaying at all times during the term of this Contract an English/Spanish bilingual notice that viewer and/or parental discretion should be exercised. Contractor shall forward to the City a copy of the content of the notice to be displayed along with the notification required by Section 18.1(b).
  - (B) Contractor must make OCA aware in writing of the intent to perform, sponsor or exhibit the proposed event no less than thirty (30) days prior to the actual activity.
  - (C) The City Council shall have the right to terminate this Contract upon finding that Contractor's activities are not in compliance with the above provisions.

Contractor shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene material as defined by Section 43.21 of the Texas Penal Code.

- 18.2 Tourism Impact. Contractor shall provide to City, prior to or at the time this Contract is executed, a list of each scheduled activity, program or event that could enhance and/or promote the visitor/tourism industry. Contractor may satisfy this requirement by submitting an existing calendar of events for the Contract period, provided that Contractor delineates which events on said calendar meet the specified requirements. Contractor shall update said list or calendar in the event of any modifications or additions.

- 18.3 Removal/Relocation. Contractor acknowledges that the location of the Project on City property may necessitate future removal or relocation that may subject the Project to destruction, distortion, mutilation or other modification if and when removed. Such removal or relocation of the Project, if practical and economically feasible as determined by City in its sole discretion, will occur in conformity with the guidelines and review requirements listed in City's Unified Development Code, Article VI, Division 5, Section 35-656. Contractor agrees that a City decision made under this paragraph regarding if, when and how to remove the Project is final.

Contractor hereby expressly consents to both the installation and removal of the Project and thereby expressly waives his/her Moral Rights to the Project. It is agreed that if the Project, or any portion thereof, is removed from its location causing it, or any part thereof, to be destroyed, distorted, mutilated or modified in any way, the Project may not thereafter be referred to as "a Project by Contractor".

#### XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

- 19.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

#### XX. ASSIGNMENT

- 20.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the approval of the City Council of San Antonio, evidenced by passage of a subsequent ordinance, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

#### XXI. AMENDMENT

- 21.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Executive Director of OCA shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws in the following circumstances:

- (A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this Subsection during the term of this Contract shall not exceed the foregoing amount;
- (B) modifications to the Performance Plan set forth in **Attachment I** hereto, so long as the terms of the amendment stay within the parameters set forth in the Program Statement, also set forth in **Attachment I** hereto;
- (C) budget line item shifts of funds, so long as the total dollar amount of the budget set forth in Article III, Section 3.1 of this Contract remains unchanged; provided, however, that budget line item shifts of funds related to personnel services cannot exceed the total dollar amount allocated to personnel services set forth in the budget (**Attachment I**) of this Contract;
- (D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio’s Risk Manager and the Executive Director of OCA;
- (E) adjustments to the funding awarded under this Agreement in order to comply with Texas Tax Code Section 351.103(c) and other applicable laws and regulations, including the Arts Funding Guidelines, so long as any increases in funding comply with Section 21.1(a) above; and
- (F) any modifications to Attachment I necessary to correspond with funding adjustments made under Subsections 21.1(A) and (E) above.

21.2 Any amendments to the Performance Plan must be made at least fifteen (15) days prior to any event being added to this Agreement by such amendment.

**XXII. SUBCONTRACTING**

22.1 Any work or services subcontracted hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees.

**XXIII. OFFICIAL COMMUNICATIONS**

23.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below :

City :

**City of San Antonio  
Office of Cultural Affairs  
PO Box 839966  
San Antonio, Texas 78283-3966**

Contractor :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices of changes 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 the change.

**XXIV. VENUE**

- 24.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

**XXV. GENDER**

- 25.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XXVI. AUTHORITY**

- 26.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a non-profit entity with a current Internal Revenue Code Section 501(c)(3) status, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to City in the application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide OCA verification of the foregoing requirements no later than the execution date of this Contract.

**XXVII. INDEPENDENT CONTRACTOR**

- 27.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that City shall in no way be responsible therefore, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 27.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 27.3 Any and all of the employees of Contractor, wherever located, while engaged in the performance of any work required by City under this Contract shall be considered employees of Contractor only, and not of City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Contractor.

**XXVIII. SEVERABILITY**

- 28.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained

herein: it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**XXIX. CONTRIBUTION PROHIBITIONS**

- 29.1 Contractor acknowledges that City Code Section 2-309 applies to this Contract and provides that any person acting as a legal signatory for a proposed contractual relationship such as this one, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits their application for funding until 30 Calendar days following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity.
- 291.2 Contractor acknowledges that this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code Section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signor of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

**XXX. ENTIRE CONTRACT**

- 30.1 This Contract and its attachments constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF SAN ANTONIO:

CONTRACTING AGENCY:

\_\_\_\_\_  
 Felix Padrón  
 Executive Director  
 Office of Cultural Affairs

xxxxxxxxxxxx  
 Address xxxx  
 San Antonio, TX 782xx

APPROVED BY:

\_\_\_\_\_  
 Sheryl Sculley  
 City Manager

\_\_\_\_\_  
 Authorized Signor

APPROVED AS TO FORM:

\_\_\_\_\_  
 Print Name

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

\_\_\_\_\_  
 Board President (if required by Agency)

**ATTACHMENTS**

- Attachment I. – Program Statement, Performance Plan & Budget
- Attachment II – Contract Monitoring Report



# Attachment XLI

## PROFESSIONAL SERVICES CONTRACT

PROJECT: SAN ANTONIO HOUSING TRUST  
ADMINISTRATION AND STAFFING

\*\*\*\*\*

This CONTRACT is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager, or Assistant City Manager, pursuant to Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 2011, and the San Antonio Housing Trust Foundation, Inc., (hereinafter referred to as "CONTRACTOR"), a Texas non-profit corporation, acting by and through its Executive Director hereto duly authorized.

**WHEREAS**, CITY has dedicated certain funds to the City of San Antonio Housing Trust for the promotion of affordable housing projects and programs; and

**WHEREAS**, the City Council and the San Antonio Housing Trust Board of Trustees have approved the disbursement of such funds for specific affordable housing projects or program sponsors; and

**WHEREAS**, the City Manager, or her designated representative, will be responsible for the fiscal and program monitoring and evaluation of the program as contained in the program statement and program budget appended as Exhibits "A" and "B" respectively to this performance CONTRACT and incorporated herein for all purposes; and

**WHEREAS**, the CITY wishes to engage the CONTRACTOR to carry out the described program; **NOW THEREFORE**:

**FOR VALUABLE CONSIDERATION**, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

### I. GENERAL PROVISIONS

1.1 The CONTRACTOR is an organization, incorporated under the Texas Non-Profit Corporation Act, governed by an autonomous governing body that meets officially at least four times per year.

1.2 The CONTRACTOR hereby represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this CONTRACT and to perform the responsibilities herein required.

1.3 The CONTRACTOR understands that the funds provided pursuant to this CONTRACT are funds that have been made available through the City of San Antonio Housing Trust and will comply with all rules, regulations, policies, and procedures applicable to these funds as directed by the CITY. The CONTRACTOR agrees to abide by any future amendments or additions to such rules and regulations as they may be promulgated by the CITY or the City of San Antonio Housing Trust Board of Trustees.

1.4 The signer of this CONTRACT for CONTRACTOR represents, warrants, assures and guarantees that he or she has the full legal authority to execute this CONTRACT on behalf of CONTRACTOR and to bind CONTRACTOR to all terms, performances and provisions herein contained.

1.5 In the event a dispute arises as to the legal authority to enter into this CONTRACT of either the CONTRACTOR or the person signing on behalf of the CONTRACTOR, the CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this CONTRACT. Should CITY suspend or permanently terminate this CONTRACT pursuant to this paragraph, the CONTRACTOR shall be liable to CITY for any money it has received from CITY hereunder.

1.6 CONTRACTOR and CITY agree that CONTRACTOR is an independent contractor. Neither has authority to bind the other or hold out to third parties that it has the authority to bind the other.

1.7 CONTRACTOR understands and agrees that this CONTRACT is subject to mutual termination. Either party may terminate this CONTRACT by giving the other party not less than thirty days written notice. The notice must specify the effective date of termination; that date must not be sooner than the end of thirty days following the day such notice is sent.

1.8 CONTRACTOR understands and agrees that this CONTRACT may be revised and updated by the CITY. Therefore, CONTRACTOR agrees that, at such time as any revisions are adopted through City Council action during the Contract period, this CONTRACT will be amended to include such revision and CONTRACTOR shall be bound by such revisions and amendments; provided, however, that in the event CONTRACTOR does not agree to any change, CONTRACTOR has the option of terminating this CONTRACT by giving thirty days written notice to the CITY. CONTRACTOR has the right to exercise such option within thirty days of receipt of notice of any such revision. Upon failure by CONTRACTOR to exercise such option at the expiration of thirty (30) days, CONTRACTOR will be deemed to have waived such option.

1.9 CITY will not be liable for any expense of CONTRACTOR in its performance of this CONTRACT. Directors, officers, employees or agents of CONTRACTOR will not be deemed officers, employees or agents of CITY.

1.10 If CONTRACTOR fails to fulfill in a timely and proper manner the obligations under this CONTRACT, or violates any of the covenants, agreements, guarantees or stipulations of this CONTRACT, or if CONTRACTOR violates any rule, regulation or law to which CONTRACTOR is bound or shall be bound under the terms of this CONTRACT, CITY will have the right to terminate this CONTRACT by sending written notice to CONTRACTOR of

such termination and specifying the effective date thereof; that date must not be sooner than the end of thirty (30) days following the date such notice is sent.

Previous breach of any of the terms or conditions of this CONTRACT will not constitute a waiver of same or preclude CITY's termination right for successive breach of the same condition.

Notwithstanding any other remedy contained herein or provided by law, and without limiting or waiving any rights and remedies it may otherwise have, CITY may at its sole option, delay, suspend, limit, or cancel funds, rights and privileges herein given CONTRACTOR for failure to timely and properly comply with the letter or spirit of this CONTRACT. CITY may, at its sole option, place CONTRACTOR on probation, or suspension during which time CITY may, at its sole option, withhold reimbursements in cases where CITY determines that CONTRACTOR is not in compliance with this CONTRACT. The period of such probation or suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed ninety (90) calendar days. Upon expiration of the probation or suspension period:

- (A) Should CITY determine that the default or deficiency has been cured, CONTRACTOR may, at CITY's sole option, be restored to full compliance status and paid all eligible reimbursements withheld during such probation or suspension period; or
- (B) Should CITY determine continued non-compliance, the termination provisions herein may, at CITY's sole option, be effectuated.

In addition to the above provisions, CITY has the right to unilaterally terminate this CONTRACT at any time upon a finding by ordinance that the CONTRACTOR's activities, programs, or operations are no longer in the best interest of CITY or its citizens. Adequate provisions must be made for CONTRACTOR to be heard by the City Council of San Antonio prior to voting on such an ordinance. The effective date of the termination must be set in the ordinance.

1.11 It is expressly understood by CONTRACTOR that this CONTRACT in no way obligates CITY's general fund monies or any other monies or credits of CITY other than that specifically referred to in the Program Statement, affixed hereto and incorporated herein for all purposes as "Exhibit A."

1.12 The term of this agreement begins October 1, 2011, or when the approved program statement and program budget are received by the CITY's Department of Planning and Community Development, whichever occurs later, and will, subject to and upon an annual review and approval by CITY concurrent with the beginning date of its fiscal year, automatically renew itself on an annual basis, subject to annual City Council approval, unless earlier termination shall occur pursuant to any of the provisions hereof; provided, however, that if said annual review and approval does not take place to allow a yearly program statement and program budget to be approved concurrently with each fiscal year, than in such event, this CONTRACT will be continued on a month-to-month basis until such time as CITY completes its review.

1.13 CONTRACTOR must establish and use internal fiscal and program management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse.

1.14 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and further that no such understanding or agreement exists or has existed, with any employee of CONTRACTOR or CITY.

1.15 CONTRACTOR shall not use funds provided hereunder either directly or indirectly as a contribution in order to obtain any federal funds under any federal program without prior written approval by CITY.

1.16 CONTRACTOR shall use the funds provided to it under the terms of this CONTRACT exclusively for the purpose and in the manner, conditions and terms as provided in this CONTRACT and in accordance with the program statement and program Budget. Any modification of the use of funds proposed by CONTRACTOR will require prior written approval of the City Manager, or her designated representative.

1.17 CONTRACTOR is required to publicly acknowledge that this program is supported by CITY as directed by the City Manager, or her designated representative.

1.18 The Deputy City Manager, Assistant City Managers, or Assistants to the City Manager and the Director of the Department of Planning and Community Development are hereby designated and authorized as representatives of the City Manager for the purpose of administration, monitoring and communication of this CONTRACT.

## **II. CONTRACT PRICING AND BILLING**

2.1 Notwithstanding any other provision of this CONTRACT, the total of all payments and other obligations made and incurred by CITY hereunder shall not exceed the sum of One Hundred Ninety Nine Thousand Three Hundred Sixty-One and No/100 Dollars (\$199,361.00).

2.2 CONTRACTOR agrees that payment shall be reimbursed based on documented completion of the tasks so long as (a) payment does not exceed the actual cost of work completed; and (b) expenses are documented at the time the billing is submitted.

2.3 CONTRACTOR agrees that all CONTRACTOR labor, supervision of work, report reproduction, typing, travel, insurance, communication, computer access, materials, supplies, subcontractor costs, and all other CONTRACTOR expenses necessary to complete this CONTRACT shall be borne at CONTRACTOR's sole cost and expense.

2.4 CONTRACTOR understands and agrees that the source of funding for payment pursuant to this CONTRACT is City's Housing Trust Corpus, and all payments to CONTRACTOR must be rendered on an actual cost incurred, reimbursable basis in conformance with CITY regulations; requests for advances, prepayments and/or retainer fees are ineligible for payment and cannot be honored or processed by CITY.

2.5 CONTRACTOR shall submit all billings to the Department of Planning and Community Development for approval and processing.

2.6 Upon receipt of an approval by CITY of CONTRACTOR's billing package, CITY agrees to pay CONTRACTOR an amount equal to CITY's liabilities not previously billed to and subsequently paid by CITY, subject to deduction for any costs questioned or not allowable.

2.7 CITY warrants and represents that it has complied with all procedures necessary to retain CONTRACTOR for the services described herein and to reimburse CONTRACTOR for services rendered pursuant hereto.

### **III. PROGRAM MANAGEMENT**

3.1 CONTRACTOR, in accordance and compliance with the terms, provisions and requirements of this CONTRACT, shall provide, oversee, administer and carry out all activities and services set out in the Program Statement, affixed hereto as "Exhibit A," in a satisfactory and efficient manner as determined by CITY. The CONTRACT is not considered complete or in compliance until such time as the approved, signed, and dated Program Statement is attached.

3.2 CONTRACTOR agrees to maintain records that will provide accurate, current, separate and complete disclosure of the status of any funds received pursuant to this CONTRACT. CONTRACTOR further agrees that:

- (A) Maintenance of said records shall be in compliance with all terms, provisions and requirements of this CONTRACT and with all applicable federal and state regulations establishing standards for financial management; and
- (B) CONTRACTOR's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

3.3 CITY's Director of the Department of Planning and Community Development, or his authorized representative, is assigned monitoring, fiscal control, and evaluation of CONTRACTOR's performance and operations under this CONTRACT. CONTRACTOR will provide CITY staff, including auditors, EEO officers and CITY-designated representatives, such as independent public accountants and representatives of the federal government, access during regular business hours, as often as CITY deems necessary for the purpose of audit, monitoring, evaluation, coordination and investigation, to any and all CONTRACTOR's books, records and files on the programs covered by this CONTRACT and such other programs administered by CONTRACTOR with funds from any other sources, and to any and all books, records and files pertaining to CONTRACTOR's proprietary, agency or trust funds as CITY may need and request. CITY shall have the authority to make excerpts, transcripts or copies from all such books, records and files, including all contracts, invoices, materials and other data relating to all matters covered by this CONTRACT.

- (A) All such records must continue to be available for inspection and audit for a period of three years after the termination date hereof or until all audits are complete and findings on all claims have been finally resolved, whichever is the longer period of time.

- (B) CONTRACTOR agrees that during the term of this CONTRACT, any duly authorized representative of CITY may conduct on-site inspections at reasonable times, and to interview personnel and clients, for the purpose of evaluating and monitoring CONTRACTOR's operations for compliance with this CONTRACT.
- (C) The submission of falsified information or the failure to submit information as requested by CITY is grounds for termination of this CONTRACT.
- (D) CONTRACTOR agrees to provide CITY with the names and license registration of any contracting agency employees regulated by State law whose activities contribute towards, facilitate or coordinate the performance of this CONTRACT.
- (E) Subject to the discretion of CITY, any of CITY's authorized or designated representatives shall have the right to be present at any and all of CONTRACTOR's staff meetings, advisory committee meetings, advisory board meetings, and board meetings.

3.4 CONTRACTOR is entitled to receive just and equitable compensation for any work satisfactorily completed prior to termination of this CONTRACT; provided, however, that such compensation shall be derived exclusively from and shall not exceed the amount of interest actually accrued on deposit of the funds to be transferred, in accordance with the terms of this CONTRACT, from the City of San Antonio Housing Trust Fund to the CONTRACTOR, said funds specifically delineated in the Program Statement, affixed hereto as "Exhibit A." The determination of satisfactory completion of such work is made solely by CITY, and CITY's decision is final.

3.5 Neither the program or activity receiving funds from or through CITY, nor the personnel involved in the administration of such program or activity, may be involved in the construction, operation, or maintenance of such part of any facility that is used or will be used for sectarian instruction or as a place of religious worship.

3.6 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

3.7 CONTRACTOR covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. CONTRACTOR further covenants that in the performance of this CONTRACT, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

3.8 CONTRACTOR will establish safeguards to prohibit officers or employees from possessing any interest in or using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or those with whom they have

family, business, or other ties. CITY may, at its sole option, cancel this CONTRACT for any violation of this Section by any officer, Director, or employee of CONTRACTOR.

3.9 Members of CONTRACTOR's Board of Directors or governing body may not be employees of the agency or paid in any way for services with CONTRACT funds.

3.10 CONTRACTOR agrees to establish internal procedures that assure employees of an established complaint and grievance policy.

(A) A grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

(B) In the event no complaint and grievance policy has been established, the procedures outlined in the San Antonio Municipal Civil Service rules will be followed by the agency.

#### **IV. FISCAL MANAGEMENT**

4.1 An accounting system using the accrual basis of generally accepted accounting principles that accurately reflects all costs chargeable, paid and unpaid, to the project, should the project terminate the next day, is mandatory.

4.2 CONTRACTOR will establish an account in a federally insured financial institution as a depository to be used exclusively for receipt and expenditure of funds provided hereunder. All checks and withdrawals from such account shall have itemized documentation in support thereof. Such account shall be maintained in said institution with any account balance exceeding the federal deposit insurance coverage likewise collaterally secured.

4.3 CITY will review and approve the accounting system and internal controls prior to the release of funds hereunder and shall in no way be obligated to release such funds until said accounting system and internal controls are first so reviewed and approved.

4.4 CONTRACTOR shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for activities under this CONTRACT.

4.5 All persons on the CONTRACTOR's Board of Directors or in the employ of CONTRACTOR who handle CITY funds received or disbursed hereunder or who sign or co-sign checks for said fund disbursement must be covered by a dishonesty and fidelity bond in the amount of \$100,000.00 (One Hundred Thousand and No/100 Dollars) or one-half the total contract amount, whichever is less. If a bond is required under the terms of this provision, evidence of same shall be filed with the City Clerk, and copied to the Department of Planning and Community Development, within ten (10) working days following execution of this CONTRACT.

4.6 No fees may be charged to or donations requested from participants in a CITY funded project without the prior written approval of the City Manager, or her authorized representative.



4.7 Interest income earned on the deposit of CONTRACT funds with CONTRACTOR is CITY program income. The income may be used by CONTRACTOR to pay costs directly related to the administration of the City of San Antonio Housing Trust, including the disbursement of Trust assistance to project sponsors. CONTRACTOR is responsible for full disclosure and accountability of program income to CITY. CONTRACTOR will account to CITY for its administration of the receipt and disbursement of Trust assistance, the performance of the project sponsors, and the administrative operation of the City of San Antonio Housing Trust under the agreement for Trust assistance. A statement of expenditures and revenues shall be submitted by CONTRACTOR to CITY within thirty (30) days of the activity in a format as may be prescribed by CITY; the statement is subject to audit verification. Failure to report program income as required is grounds for suspension, cancellation, or termination of this CONTRACT.

4.8 CONTRACTOR shall defend, hold harmless, and indemnify CITY, its officers and employees against any and all suits, actions, legal proceedings, claims, demands, damages, penalties, costs, expenses and attorney's fees arising out of infringement of copyright on any work used in any way in connection with this CONTRACT and its programs.

4.9 Upon completion or termination of this CONTRACT, and related projects, any unused funds, rebates, or credits must immediately be returned to CITY.

4.10 CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this CONTRACT, and CITY may withhold funds otherwise due as damages.

4.11 Any subcontract for professional or other services requires prior written approval of the City Manager, or her duly authorized representative. Any said subcontract for professional services shall require that the said professional both be licensed to practice her profession in the State of Texas and maintain a policy of liability insurance to indemnify, save harmless, and defend both CONTRACTOR and CITY from any claims arising from any acts or omissions of said Professional or said Professional's agents. The request and submission of the proposed subcontract must allow CITY a minimum of ten (10) working days for review prior to the anticipated execution of the proposed subcontract. CITY shall not be obligated to any third parties, including any subcontractors of CONTRACTOR.

4.12 If any expense or charge made by CONTRACTOR is subsequently disapproved or disallowed as a result of any site review or audit, CONTRACTOR will promptly refund such amount, from non-CITY funds, to CITY. CONTRACTOR authorizes CITY to deduct such amount or charge as a claim against future payments. The City Manager, or her duly authorized representative, has the authority to deduct such claims from future Contract awards.

4.13 Audit Conditions and Requirements

CITY, a political entity, unlike a business for profit, is interested in determining if the agencies supported with CITY Contract funds accomplished or achieved the objectives as stipulated in their Contracts. It is imperative the auditor read the entire Contract, including all attachments between CITY and CONTRACTOR, since budget and financial compliance of the Contract represents only a portion of the total contractual obligation.

All CITY-funded projects and programs are subject to periodic audits at any time by CITY auditors.

Agencies receiving funds in excess of \$25,000.00 (Twenty-five Thousand and No/100 Dollars) annually from CITY are required to furnish CITY Finance Director, copy to Interim Director of the assigned "Responsible Department," a certified audit within ninety (90) days of the close of the accounting period or termination of the Contract.

The audit must include, at a minimum, the following:

- (A) Copy of Management Letter;
- (B) Financial/Compliance Date: Receipts and disbursement of CITY funds budgeted by cost category;
- (C) Programmatic Compliance: Program objectives itemized as they appear in the Contract; and
- (D) All Federal and State Grant funds must be audited in accordance with specific grant audit guidelines.

The audit must also include a statement whether the overall terms and conditions of the Contract between CITY and contracting agency were or were not met, listing any exceptions. Audits to be paid with CITY funds, partial or in full, must show that prior written approval was granted by CITY.

Audits must show whether any unused funds, rebates or credits collected by CONTRACTOR, were returned to CITY within sixty (60) days after close of the accounting period or termination of Contract.

4.14 CONTRACTOR understands and agrees to abide by and adhere to applicable federal, state, and CITY provisions.

## V. INDEMNIFICATION

**5.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas law and**

without waiving any defenses of the parties under Texas law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall promptly advise the CITY in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

5.2 It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this article (Article V), is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT, and HOLD HARMLESS the CITY from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this article SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

5.3 It is expressly understood and agreed that CONTRACTOR is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that CITY shall in no way be responsible therefor.

## VI. SPECIAL PROVISIONS

6.1 Under no circumstances will the funds received under this CONTRACT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity.

6.2 During the term of this CONTRACT, if CONTRACTOR files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this CONTRACT and all access to the funding provided for hereunder may terminate if CONTRACTOR is in violation of Paragraph 6.1 herein.

6.3 CONTRACTOR, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the CITY remains unresolved.

6.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by CONTRACTOR in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

## **VII. EQUAL OPPORTUNITY - NON-DISCRIMINATION CLAUSE**

7.1 CITY's Affirmative Action Plan requires all CITY contractors having contracts of \$10,000.00 (Ten Thousand and No/100 Dollars) or more, excluding certain vendors, to comply with the Non-discrimination Clause as follows:

- (A) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, disability, or political affiliation. CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex, age, disability, or political belief or affiliation. Such action must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (B) CONTRACTOR agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Non-discrimination Clause.
- (C) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive fair consideration for employment without regard to race, color, national origin, religion, sex, age disability, or political belief or affiliation. CONTRACTOR will notify each labor union or representative of workers, with which it may have a collective bargaining agreement or other contract understanding, the CONTRACTOR is bound by the terms of this CONTRACT and this Non-discrimination Clause.
- (D) CONTRACTOR agrees to affirmatively abide by and cooperate in the implementation of the policies and practices set forth in this Non-discrimination Clause, and any additional policies as may be required as a result of local, state or federal initiatives. CONTRACTOR will furnish all information and reports requested by CITY and will permit access to all books, records, and accounts for purpose of review and investigation to ascertain compliance with such rules and regulations.
- (E) In the event of CONTRACTOR's failure or refusal to comply with this Non-discrimination Clause, this CONTRACT may be canceled, terminated, or suspended in whole or in part, and CONTRACTOR may be debarred from further contracts with CITY.
- (F) Contractors, excluding certain vendors, doing business with CITY, must submit an Affirmative Action Plan to the Equal Employment Opportunity Office. The Format of the Affirmative Action Plan will be designated by the EEO Office that is required to evaluate the plan and provide technical assistance.

- (G) CONTRACTOR agrees to implement its Affirmative Action Plan as approved by the Office of Equal Employment Opportunity, which will monitor and evaluate compliance with this section.

7.2 At the end of sixty (60) days from the date of execution of this CONTRACT, the failure of CONTRACTOR to have an Affirmative Action Plan on file with the Office of Equal Employment Opportunity, approved by CITY's certifying officer, will constitute grounds for immediate cancellation, termination, or suspension, in whole or in part of this CONTRACT. Such action may also result in CONTRACTOR being debarred from further contracts with CITY.

### **VIII. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL**

8.1 All reports, documents, studies, charts, schedules or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by CONTRACTOR, shall, upon receipt, become the property of CITY.

### **IX. CHANGES AND AMENDMENTS**

9.1 Except when the terms of this CONTRACT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONTRACTOR.

### **X. ASSIGNMENTS**

10.1 CONTRACTOR shall not transfer, pledge or otherwise assign this CONTRACT, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of CITY. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person or party.

### **XI. SEVERABILITY OF PROVISIONS**

11.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this CONTRACT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this CONTRACT that is invalid, illegal or unenforceable, there be added as a part of the Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

### **XII. LAW APPLICABLE**

12.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN BEXAR COUNTY, TEXAS.

### **XIII. ENTIRE AGREEMENT**

13.1 This CONTRACT, including all Exhibits and attachments cited above, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

### **XIV. NOTICES**

14.1 For purposes of this CONTRACT, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY: Director  
Department of Planning and Community Development  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

CONTRACTOR: Executive Director  
San Antonio Housing Trust Foundation, Inc.  
2515 Blanco Road  
San Antonio, Texas 78212

Notice of changes of address by either party must be made in writing delivered to the other party's last known address.

### **XV. GENDER**

15.1 Words of any gender used in this CONTRACT shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

### **XVI. CAPTIONS**

16.1 The captions contained in this CONTRACT are for convenience of reference only and in no way limit or enlarge the terms or conditions of this CONTRACT.

**XVII. PARTIES BOUND**

17.1 This CONTRACT shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

**EXECUTED and AGREED TO** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**CITY OF SAN ANTONIO**

**SAN ANTONIO HOUSING  
TRUST FOUNDATION, INC.**

BY: \_\_\_\_\_  
DAVID ELLISON  
Interim Director  
Department of Planning and  
Community Development

BY: \_\_\_\_\_  
JOHN KENNY  
Executive Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MONICA HERNANDEZ  
Assistant City Attorney

**ATTACHMENTS:**  
Exhibit "A" – Program Statement  
Exhibit "B" – Budget

**EXHIBIT "A"**

**PROGRAM WORK STATEMENT  
FY 2011 - 2012**

Contractor: San Antonio Housing Trust Foundation, Inc.

Project Name: San Antonio Housing Trust Administration & Staffing

Statement of Project Responsibility

1. Policy: City of San Antonio City Council  
Board of Trustees  
City Manager's Office  
Department of Planning  
Department of Finance
2. Administration: Executive Director,  
San Antonio Housing Trust  
San Antonio Housing Trust Foundation  
San Antonio Housing Trust Investment Corporation  
San Antonio Housing Trust Finance Corporation  
San Antonio Housing Trust Public Facility Corporation
3. Staffing: Executive Director  
Administrative Manager  
Director of Counseling  
Asset Manager  
Administrative Assistant
4. Budget/Fiscal: Executive Director, San Antonio Housing Trust  
Department of Planning  
Department of Finance

Program Description:

The San Antonio Housing Trust Foundation, Inc. is a private not-for-profit Texas corporation, created by the San Antonio Housing Trust Board of Trustees to perform the following functions:

- 1) Manage the day-to-day operations and administration of the San Antonio Housing Trust, the San Antonio Housing Trust Investment Corporation, the San Antonio Housing Trust Finance Corporation, and the San Antonio Housing Trust Public Facility Corporation
- 2) Provide staff and administrative support to the San Antonio Housing Trust Board of Trustees.



- 3) Conduct funding rounds for the San Antonio Housing Trust.
- 4) Act as disbursement agent for awards of Trust assistance recommend by the Board of Trustees approved by the City Council.
- 5) Monitor compliance of housing sponsors as per disbursement contracts, and awards of assistance from the Housing Trust.
- 6) Perform research as needed by the Housing Trust to augment CoSA programs.
- 7) Provide technical assistance relating to affordable housing finance and proposal development to sponsors and potential sponsors of affordable housing developments and programs.
- 8) Counsel families and individuals on credit issues as it relates to housing and preserve existing affordable housing units with foreclosure counseling
- 9) Develop diversified sources of dedicated revenue for the growth of the Trust's corpus and expansion of funds available for funding proposals and administrative needs of the Housing Trust.
- 10) Work with the title companies and lenders to provide advance payment for down payment assistance to allow timely closings for first time homebuyers in connection with the City's Homeownership Incentive Program.
- 11) Accept funds on the City's behalf to support neighborhood and housing revitalization efforts. These funds shall be kept in an account with the Foundation and will be used to pay invoices submitted by the City for the purpose for which the funds are received.
- 12) Identify existing and potential capital sources based on plan priorities.
- 13) Structure bond issues for single and multi-family housing and identify leverage opportunities.
- 14) Administer as staff of the San Antonio Housing Trust Public Facility Corporation to identify and partner Multi-Family projects that meet the criteria of the City's Master Plan, Inner City Development, and neighborhood revitalization projects.
- 15) Identify Bond opportunities for both Single and Multi-Family issues
- 16) Maintain a revolving loan fund for the City's Community Housing Development Corporations (CHDO's) to help leverage other funds in developing single and multi-family housing.

**EXHIBIT "B"**

**SAN ANTONIO HOUSING TRUST  
OPERATING BUDGET AND INCOME SOURCES  
FY 2011-2012**

	ACTUAL FY 2010	BUDGET 2011	ESTIMATE FY 2011	ADOPTED FY 2012
<b>REVENUES</b>				
San Antonio Housing Trust	\$ 226,591	\$ 207,777	\$ 202,373	\$ 199,361
Housing Partnership Network	30,502	34,000	25,384	18,300
National Foreclosure Mitigation Counseling	16,905	24,000	4,880	8,700
SAHT Finance Corporation	7,200	35,770	21,418	36,450
San Antonio Housing Trust PFC	-	31,040	21,358	36,450
SAHTF General Operating	<u>72,421</u>	<u>64,824</u>	<u>73,436</u>	<u>87,259</u>
<b>Total Revenues</b>	<b>\$ <u>353,619</u></b>	<b>\$ <u>397,411</u></b>	<b>\$ <u>348,849</u></b>	<b>\$ <u>386,520</u></b>
<b>APPROPRIATIONS</b>				
Rent-Counseling	\$ 1,705	2,400	\$ 2,400	\$ 2,400
Salaries-Counseling	66,526	53,414	51,532	42,710
Taxes-Payroll-Counseling	5,093	4,870	3,848	3,350
Credit Reports-Counseling	<u>716</u>	<u>750</u>	<u>750</u>	<u>649</u>
<b>Total - Counseling</b>	<b>\$ <u>74,040</u></b>	<b>\$ <u>61,434</u></b>	<b>\$ <u>58,530</u></b>	<b>\$ <u>49,109</u></b>
Contract-Bookkeeping-Finance	\$ 480	670	670	670
Rent-Finance	-	3,000	3,000	3,000
Salaries-Finance	6,225	29,640	17,015	30,400
Taxes-Payroll-Finance	495	2,280	733	2,380
Office Supplies - Finance	-	180	-	-
<b>Total - Finance</b>	<b>\$ <u>7,200</u></b>	<b>\$ <u>35,770</u></b>	<b>\$ <u>21,418</u></b>	<b>\$ <u>36,450</u></b>
Contract-Bookkeeping - PFC	\$ -	670	670	670
Rent - PFC	-	3,000	3,000	3,000
Salaries PFC	-	25,240	16,800	30,400
Taxes-Payroll - PFC	-	1,950	888	2,380
Office Supplies - PFC	<u>-</u>	<u>180</u>	<u>-</u>	<u>-</u>
<b>Total - PFC</b>	<b>\$ <u>0</u></b>	<b>\$ <u>31,040</u></b>	<b>\$ <u>21,358</u></b>	<b>\$ <u>36,450</u></b>
Contract-Bookkeeping-Gen. Oper	\$ 2,518	\$ 2,700	2,700	2,700
Rent-General Operating	4,125	7,200	7,200	7,200
Salaries-Gen. Operating	36,452	42,490	32,500	51,040
Taxes-Payroll-Gen. Operating	2,505	8,780	2,550	3,990
Office Supplies - Gen. Oper.	<u>188</u>	<u>220</u>	<u>220</u>	<u>220</u>
<b>Total - Gen. Oper.</b>	<b>\$ <u>45,788</u></b>	<b>\$ <u>61,390</u></b>	<b>\$ <u>45,170</u></b>	<b>\$ <u>65,150</u></b>
Administrative Services				
Personal Services	\$ 175,240	\$ 156,340	\$ 152,114	\$ 146,061
Contractual Services	35,917	31,500	32,738	35,000
Commodities	6,280	6,040	6,470	6,300
Insurance/Other Expenditures	8,974	12,797	10,080	11,000
Capital Outlay	<u>180</u>	<u>1,100</u>	<u>971</u>	<u>1,000</u>
<b>Total Administrative Services*</b>	<b>\$ <u>226,591</u></b>	<b>\$ <u>207,777</u></b>	<b>\$ <u>202,373</u></b>	<b>\$ <u>199,361</u></b>
<b>Grand Totals - All Budgets</b>	<b>\$ <u>353,619</u></b>	<b>\$ <u>397,411</u></b>	<b>\$ <u>348,849</u></b>	<b>\$ <u>386,520</u></b>

**SAN ANTONIO HOUSING TRUST  
ADMINISTRATIVE SERVICES BUDGET DETAIL  
FY 2011-2012**

	ACTUAL FY 2010	BUDGET FY 2011	ESTIMATE FY 2011	ADOPTED FY 2012
<b>APPROPRIATIONS</b>				
Personal Services				
Auto expense allowance	\$ 4,293	\$ 5,000	\$ 4,265	\$ 4,500
Insurance - Workmen's Comp	258	670	695	830
Insurance - health & life	260	300	275	300
Retirement Plan Exp.	12,958	14,500	12,958	14,500
Salaries	140,638	120,570	118,500	113,000
Taxes - Payroll	10,514	9,300	9,262	8,831
Taxes-Unemployment	194	200	280	300
Travel & Training	<u>6,125</u>	<u>5,800</u>	<u>5,879</u>	<u>3,800</u>
	<b><u>\$175,240</u></b>	<b><u>\$ 156,340</u></b>	<b><u>\$ 152,114</u></b>	<b><u>\$ 146,061</u></b>
Contractual Services				
Audit	\$ 5,500	\$ 5,500	\$ 6,200	\$ 6,000
Contract - Bookkeeping	3,720	2,700	2,700	2,700
Legal fees	3,669	3,500	1,495	4,000
Maintenance and repairs	5,873	6,000	5,400	6,000
Rent	12,410	8,400	8,400	8,400
Fees to Professional	575	1,100	3,443	3,500
Rental of equipment	471	500	600	600
Telephone and Internet	<u>3,699</u>	<u>3,800</u>	<u>4,500</u>	<u>3,800</u>
	<b><u>\$35,917</u></b>	<b><u>\$ 31,500</u></b>	<b><u>\$ 32,738</u></b>	<b><u>\$ 35,000</u></b>
Commodities				
Bind, print & reproduction	\$ 29	\$ 200	\$ -	\$ 200
Mail & parcel post	516	600	300	500
Office supplies	1,797	1,440	1,670	1,600
Utilities	<u>3,938</u>	<u>3,800</u>	<u>4,500</u>	<u>4,000</u>
	<b><u>\$ 6,280</u></b>	<b><u>\$ 6,040</u></b>	<b><u>\$ 6,470</u></b>	<b><u>\$ 6,300</u></b>
Insurance/Other Expenditures				
Insurance - Business package	\$ 3,715	\$ 2,297	\$ 3,700	\$ 3,500
Advertising	1,797	2,000	65	2,000
Membership, Fees & Licenses	1,729	2,000	3,410	3,500
Entertainment & food	880	1,500	975	1,500
Upgrade Web Page	-	4,000	1,600	-
Subscription & dues	<u>853</u>	<u>1,000</u>	<u>330</u>	500
	<b><u>\$ 8,974</u></b>	<b><u>\$ 12,797</u></b>	<b><u>\$ 10,080</u></b>	<b><u>\$ 11,000</u></b>
Capital Outlay				
Equipment purchases	\$ -	\$ 900	\$ 971	500
Furniture purchases	<u>180</u>	<u>200</u>	-	<u>500</u>
	<b><u>\$ 180</u></b>	<b><u>\$ 1,100</u></b>	<b><u>\$ 971</u></b>	<b><u>\$ 1,000</u></b>
<b>Total Appropriations</b>	<b><u>\$ 226,591</u></b>	<b><u>\$ 207,777</u></b>	<b><u>\$ 202,373</u></b>	<b><u>\$ 199,361</u></b>

# Attachment XLII

# CITY OF SAN ANTONIO – ANIMAL CARE SERVICES

## REPORT TO THE ANIMAL CARE SERVICES ADVISORY BOARD ON FISCAL YEAR 2012 GOALS, STRATEGIES, AND INITIATIVES

SEPTEMBER 2, 2011

CITY OF SAN ANTONIO  
OFFICE OF MANAGEMENT & BUDGET  
**innovation**  
— AND REFORM —



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## Background

The City of San Antonio's Animal Care Services (ACS) Department has made significant progress in the areas of animal control and enforcement, as well as improving its live release rate since 2006. The City opened a new Animal Care Services facility on State Highway 151, replacing the 60 year-old shelter in Brackenridge Park. Enforcement has improved, with over 5,000 citations issued in 2011, compared to 550 in 2006. To expedite the enforcement process, the City has implemented a specialized Animal Court within Municipal Court to streamline animal related cases.

In the area of stray animal control, the City has worked with partners and the San Antonio Area Foundation to increase the number of community-wide low cost or free spay/neuter surgeries from 8,000 in 2006 to over 52,000 in 2011.

Live releases are up as well. Only 10% of animals that entered the ACS shelter in 2006 were released to permanent homes. Today, that figure is 31%, and the City is committed to raising that number to 70% by 2015. Furthermore, animals that are too unhealthy or untreatable to properly care for are humanely euthanized through injection rather than gassing, and their remains are disposed of through cremation rather than being sent to the landfill.

## Strategic Direction Provided by the ACS Advisory Board

In 2006, the City's Animal Control Services Advisory Board sponsored the development of a strategic plan with the goal of making San Antonio "No-Kill" by 2012. Although City Council has acknowledged that the 2012 target is not attainable, the plan provides the framework for ACS to develop and prioritize programs moving forward that will enhance enforcement, control the stray pet population, and increase the live release rate.

Key takeaways from the 2006 plan include:

### Definition of No-Kill

In 2006, the ACS Advisory Board established the preliminary definition of "no-kill" to mean:

"All healthy and/or treatable animals find a home and that the only animals euthanized are so sick or behaviorally impaired as to not be adoptable."

### Animal Care Strategic Plan Priorities

In 2006, the ACS Advisory Board identified the following strategic priorities:

- I. Increase community awareness and owner responsibility
- II. Reduce the number of strays/homeless animals
- III. Promote best practices among all animal care & protection organizations
- IV. Implement effective public policy and ordinances
- V. Secure needed human and financial resources
- VI. Foster the development of a consortium of partners

## Current State

In order to understand the challenges facing Animal Care in San Antonio, an overview of the City's animal population, kennel capacity, and animal health needs to be presented so partners can find common ground and agreement in order to move forward.

### Animal Population

The following figure provides estimates of the animal population developed by experts in the field of animal care:



1. Source: American Veterinary Medical Association U.S. Pet Ownership & Demographic Sourcebook, 2007
2. Source: San Antonio Area Foundation Estimate
3. Source: FY 2011 ACS Asilomar Report

### Kennel Capacity

The City's overall animal sheltering capacity is 28,000 animals. This includes space for 22,000 animals at the 151 facility and an additional 6,000 dogs at the Brooks facility. Understanding kennel capacity is critical to understanding the health of the sheltered animal population. Over-capacity impacts shelter health by allowing for the spread of disease, unsanitary conditions, and safety concerns. These issues may lead to lower adoption and rescue rates. Proper kennel capacity maintains shelter health by ensuring safe and sanitary conditions. This allows for public access and optimizes access to available animals for adoption and rescue.



The figure below provides an overview of the City's current kennel capacity and constraints:

## Animal Control: Intake and Outcomes

### Shelter Intake

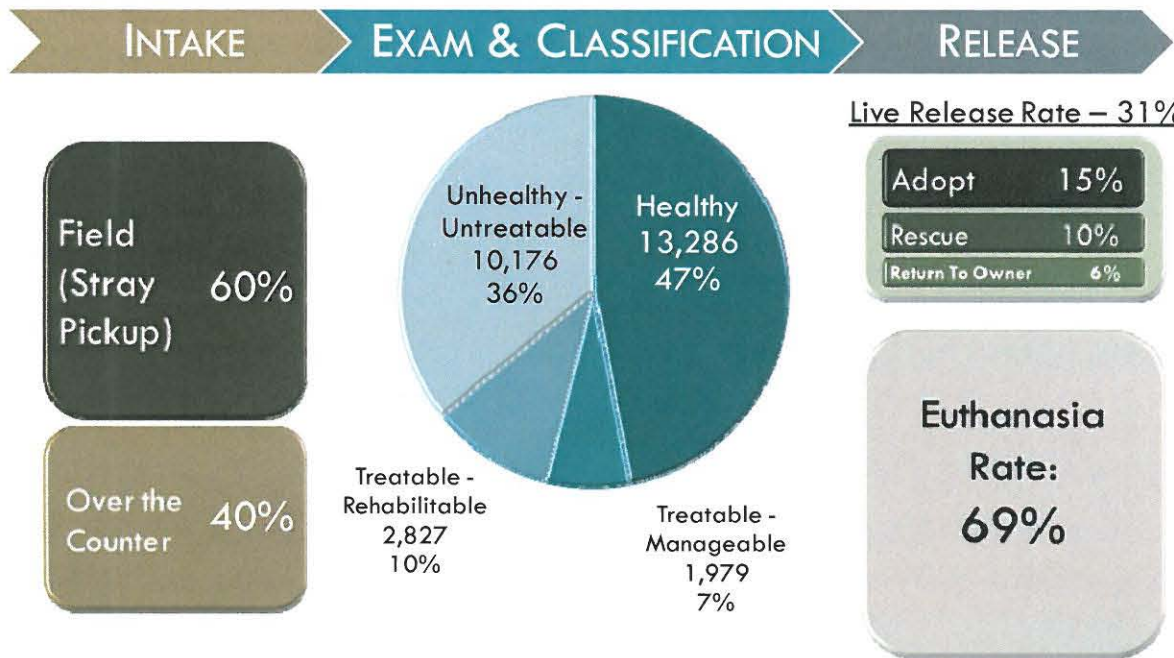
The estimated FY 2011 intake is 28,268. In 2010, 24,550 animals were taken in, and in 2009 the amount was 21,632. Shelter intake has increased 30% since FY 2009. Historically, intake at the shelter is 40% over the counter, and 60% field stray pickup.

### Exam and Classification

Animals are classified into one of four categories: Healthy, Treatable and Manageable, Treatable and Rehabilitatable, or Unhealthy and Untreatable. The basis for these classifications is provided for by the Asilomar Accords. The percentages indicate the FY 2011 ACS shelter classifications.

**Healthy (47%):** includes all dogs and cats eight weeks of age or older that, at or subsequent to the time the animal is taken into possession, have manifested no sign of a behavioral or temperamental characteristic that could pose a health or safety risk.

**Treatable and Rehabilitatable (7%):** includes all dogs and cats who are not "healthy," but who are likely to become "healthy," if given medical, foster, behavioral, or other care equivalent to the care typically provided to pets by reasonable and caring pet owners/guardians in the community.



**Treatable and Manageable (10%):** includes all dogs and cats who are not "healthy" and who are not likely to become "healthy," regardless of the care provided; but who would likely maintain a satisfactory quality of life, if given medical, foster, behavioral, or other care, including long-term care, equivalent to the care typically provided to pets by reasonable and caring owners/guardians in the community.

**Unhealthy and Untreatable (36%):** includes all dogs and cats who, at or subsequent to the time they are taken into possession,

1. Have a behavioral or temperamental characteristic that poses a health or safety risk.
2. Are suffering from a disease, injury, or congenital or hereditary condition that adversely affects the animal's health or is likely to adversely affect the animal's health in the future.
3. Are under the age of eight weeks and are not likely to become "healthy" or "treatable."

#### Live Releases

Of all 28,268 animals projected to enter ACS in FY 2011, 31% (8,763) are expected to be adopted, rescued, or returned to owner. These live releases are broken down by:

- **15%** of animals were adopted directly from the shelter to a permanent home
- **10%** of animals were transferred to a rescue group who in turn found a home for the animal
- **6%** of animals were returned to their owner due because of microchips, tags, or other forms of identification

The remaining **69%** (19,499 animals) were either euthanized or died in shelter care.

## Animal Care Service Priorities

The primary priority of Animal Care Services is protecting the health and safety of the citizens and their pets in San Antonio and unincorporated portions Bexar County.

Based on feedback from Councilmembers, the Animal Care Services Advisory Board, citizens, and City management and staff, the three priorities for Animal Care Services going forward are:

1. **Enhanced Enforcement** of existing laws and codes;
2. **Controlling the Stray Animal Population;** and
3. **Increasing the Live Release Rate**



It is important to note that these priorities often conflict with each other. For example, enhanced enforcement and controlling the stray animal population may lead to increased intake volume at the ACS shelter and an increase in the overall number of healthy/treatable animals in the City's care. Although the strategies outlined in this plan are targeted at increasing the number of adoptions, rescues, and returns to owner, the fact remains that if more animals are taken into the shelter, the live release rate may be compromised. Therefore, it should be stated that targets and performance measures presented in this plan are based on two assumptions:

1. The shelter intake volume remains at 28,000 animals per year
2. The health classification of the shelter population will remain near 70% healthy/treatable and 30% unhealthy and untreatable

The City is committed to raising the *total number* of live releases as presented in the strategies below, while continuing to maintain the health and safety of citizens and their pets.

### Priority #1: Enhanced Enforcement

Enforcement of existing laws and codes are critical to protecting the health and safety of the citizens and their pets. Currently, ACS sporadically disperses resources across the City and responds to all calls with equal priority. Moving forward, ACS hopes to achieve:

- Faster response to priority calls;
- Better enforcement of existing animal care codes; and
- The development of new codes to address current challenges

### Improvements for Enhanced Enforcement

The following improvements included in the FY 2012 City of San Antonio budget are designed to increase ACS's capability and capacity to enforce existing laws and codes. These improvements are in addition to the \$2.8 million spent by the City on field operations.

IMPROVEMENTS FOR ENHANCED ENFORCEMENT		
IMPROVEMENT	IMPACT	COST
<b>Add 3 Dispatchers</b>	Improve response times and deploy more Animal Control Officers in field	<b>\$104,618</b>
<b>Additional Brooks Capacity</b>	Add 40 kennels and 4 staff positions to kennel and care for an additional 3,000 dogs at the Brooks facility annually	<b>\$200,000 (build) \$139,961 (staff)</b>
<b>151 Kennel Design</b>	Design of new kennel space at 151 ACS facility for 7,000 additional animals each year <i>(for consideration in 2012 Bond Program)</i>	<b>\$300,000</b>
<b>Traps</b>	Additional 20 dog traps and 40 cat traps	<b>\$8,000</b>
	<b>TOTAL</b>	<b>\$752,579</b>

ACS will also implement staffing modifications to improve response times and enforcement. This includes moving Animal Control Officers to a 4 day week / 10 hour day work schedule for improved coverage as well as the addition of dispatch staff which will allow more ACOs in the field and coordinate faster responses.

## Updates to Codes and Laws

In addition to these improvements, the City will explore modifications to codes and laws that will improve the health and safety of the citizens and pets. Addressing Dangerous Dogs within Animal Court will be further expanded, and a proposal to modify code regarding the private sale of pets will be presented to City Council. Current code bans the sale of animals in public right-of-way, and an expanded ban would focus on unlicensed breeders. These types of bans are designed to improve adoption and rescue rates by limiting the supply of animals, and have successfully been implemented in Albuquerque, NM and Austin, TX.

Additionally, the City will work with Bexar County to ensure commonality of animal codes. It is recommended that this task be completed before any discussions or negotiations occur with the County on renewing our interlocal agreement. The agreement with Bexar County expires September 2012.

The City also researched mandatory spay/neuter laws and found that they are not effective. The laws have unintended consequences, such as a drop in the number of registered animals and increases in reported cases of rabies. Additionally, there are costs to enforce the law and the laws do not address irresponsible pet owners.

The following organizations have issued statements about mandatory spay/neuter:

- The **American Society for the Prevention of Cruelty to Animals** (ASPCA) "is not aware of any statistically significant enhancement in the reduction of shelter intake or euthanasia as a result of the implementation of a mandatory spay/neuter law"
- The **American Veterinary Medical Association** (AVMA) "does not support regulations or legislation mandating spay/neuter of privately owned, non-shelter dogs and cats"

## Priority #2: Controlling the Stray Animal Population

By controlling, and ultimately reducing, the stray animal population, the number of animal bites and other incidents with citizens will decline. Additionally, the reduction in the stray animal population may lead to lower shelter intake which may increase live release rates. Currently, ACS has existing partnerships with local agencies to provide spay / neuter surgeries. Moving forward, ACS hopes to:

- Target surgeries in areas in high concentrations of strays;
- Target surgeries to individuals unlikely to seek assistance on their own; and
- Expand the community's capacity to perform spay and neuter surgeries

### Improvements for Controlling the Stray Animal Population

The following improvements included in the FY 2012 City of San Antonio budget are designed to increase community-wide spay and neuter surgeries by providing more funds for targeted, low cost surgeries, making citizens aware of these opportunities through marketing and a door-to-door outreach campaign, adding additional capacity to perform surgeries, and adding clinic manager to improve operations within the City's clinic. Additional funds have also been targeted for increasing the number of animals licensed, a tool that can help differentiate a stray animal from one that can be returned to its owner and home.

IMPROVEMENTS FOR CONTROLLING THE STRAY ANIMAL POPULATION		
IMPROVEMENT	IMPACT	COST
<b>Spay / Neuter Surgery Funding</b>	Accomplish 4,700 additional surgeries	<b>\$250,000</b>
<b>Brackenridge Improvements</b>	Build spay/neuter clinic (more surgeries) and education center with adoption center in FY 2012	<b>\$2,100,000</b>
<b>Door-to-Door Campaign</b>	Outreach in neighborhoods with highest concentrations of stray and roaming animals	<b>\$70,000</b>
<b>Marketing</b>	Education on spay/neuter, licensing, and adoptions	<b>\$100,000</b>
<b>Targeted Licensing</b>	Provide up to 10,000 free pet licenses in areas of high concentrations of stray animals	<b>\$50,000</b>
<b>Add Clinic Manager</b>	Improve operations at clinic and health of animals in shelter	<b>\$62,000</b>
	<b>TOTAL</b>	<b>\$2,632,000</b>

### Spay / Neuter Surgery Allocations

The City allocated \$250,000 in the base FY 2012 budget for low cost and free spay / neuter surgeries. Based on feedback from stakeholders to increase the volume of surgeries, the budget also includes an additional \$250,000 for surgeries. This, in conjunction with grants from PETCO (\$100K) and the State of Texas (\$150K), will allow the City to fund \$750,000 worth of spay / neuter surgeries in FY 2012.

ACS plans to work with its existing group of partners to perform these surgeries. This partnership, coordinated by the San Antonio Area Foundation Consortium of Partners, has resulted in an increase from 8,000 community-wide surgeries in 2006 to over 52,000 in 2011. For the FY 2012 allocation, the City will require that 80% of the funding be used to subsidize partner surgeries in areas with the highest concentration of stray and roaming animals, while the remaining 20% will be used for vouchers for veterinarians who choose to work with the City. Additionally, the City will research ways to use incentives to encourage residents who do not take advantage of subsidized surgeries to spay and neuter their pets.

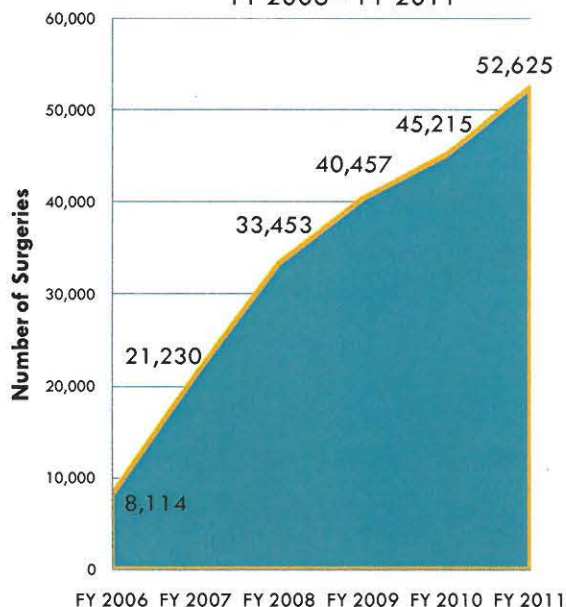
### Door-to-Door Campaign

In July of 2011, the City launched a pilot door-to-door campaign in District 4 to inform citizens about responsible pet ownership, access to licensing and rabies vaccination, and the availability of low cost or free spay/neuter surgeries. The pilot campaign reached 813 homes, issued 165 licenses, impounded 34 animals, issued 10 citations, provided 115 rabies vaccinations, and led to 26 spay/neuter surgeries. Based on the success of the pilot, ACS will expand the program to reach neighborhoods with the highest concentrations of stray and roaming animals in 2012. The City will partner with UTSA's Learn & Serve Program to undertake this initiative.

### Outreach Enhancements

In August 2011, ACS launched a redesign of the department's website that is more user-friendly and provides easier access to information about codes, spay/neuter opportunities, and adoptions. Additionally, the City rolled out an online licensing program that allows citizens to register their animals and allow for automatic renewal.

**Community-Wide Spay/Neuter**  
FY 2006 – FY 2011



FY 2006 FY 2007 FY 2008 FY 2009 FY 2010 FY 2011  
Combined surgeries of Spay SA, Animal Defense League, Humane Society, SNAP, SNIPSA, ACS, and Hill Country Animal League

## Priority #3: Improving the Live Release Rate

Over the course of the summer, the City's Office of Innovation and Reform researched best practices for increasing live release rates and identified operational efficiencies for Animal Care Services.

### Best Practices for Achieving Increasing the Live Release Rate

A review of best practices of organizations and other jurisdictions with high live release rates has identified a number of key elements that lead to success. These elements include:

- Strong, organized community partnerships and volunteer networks such as high volume rescue groups, local humane societies, and other rescue partners.
- Community outreach activities that inform the population about free and low-cost spay/neuter, encourage and promote vibrant volunteer programs at shelters, and remind citizens to license their pets.

The primary take-away after reviewing cities that have high live release rates is that cities do not achieve success alone. They rely on partnerships between the City and other community stakeholders which allow each participating organization to focus on the tasks they can have the greatest impact on.

Specifically, the research has identified the following three elements as critical to achieving high live-release rates:

1. Strong Licensing Program
2. Spay / Neuter Partnerships
3. High-Volume Rescue Partner

	San Antonio	Jacksonville	Maricopa County	Austin	Washoe County
Number of Animals taken into care	28,268	21,881	51,863	22,491	10,587
No-Kill Policy	70%	None	None	90%	90%
<b>Live Release Rate</b>	<b>31%</b>	<b>52%</b>	<b>53%</b>	<b>67%</b>	<b>92%</b>
Adoption	15%	19%	26%	28%	50%
Rescue	10%	30%	18%	25%	4%
Return to Owner	6%	3%	9%	15%	38%
Euthanization Rate	69%	48%	46%	27%	6%
<b>Licensing / Sterile / Non-Sterile</b>	Y / \$5 / \$50	Y / \$20 / \$20	Y / \$17 / \$42	No	Y / \$8 / \$20
<b>Spay/Neuter Partnerships # Surgeries – City Support</b>	7 Partner Agencies \$750K	First Coast 24,111 - \$150K	SNAP Neuter Scooter - \$0	APA \$0	SPCA/NHS
<b>High Volume Pet Placement Partner</b>	No	Jacksonville Humane Society	Arizona Humane Society	Austin Pets Alive	Nevada Humane Society

#### 1. Strong Licensing Program

Washoe County (Reno) Nevada is a leader in the field of live release. In 2010, the County (in association with its partners) had a 92.6% live release rate – one of the highest in the country. A significant reason for this success can be attributed to the County's aggressive licensing efforts. Because of the high level of licensing participation, the County was able to achieve a 37.8% return to owner rate. Washoe County's licensing program includes online licensing, the ability to file lost or found pet reports online, and the extensive use of micro-chipping.

Additionally, the county has a formal partnership with the Nevada Humane Society. The County Animal Services Department and the Humane Society are co-located on the same campus. The County focuses on public health and safety concerns while the Humane Society focuses on owner surrender and rescue.

## 2. Spay / Neuter Partnerships



In 2002, the City of Jacksonville, FL offered \$250K annually to incentivize the local animal welfare community and veterinarians to establish a non-profit focusing on providing spay and neuter surgeries. This led to the creation of **First Coast No More Homeless Pets**. Since 2002, the organization has performed over 71,000 surgeries. Over this time period, the community witnessed a 34% decline in shelter intake and associated euthanasia. By 2010, the City's contribution had been reduced to \$150K per year, while that year, 24,111 surgeries were performed.

## 3. High-Volume Rescue Partner

In Austin, TX, the non-profit **Austin Pets Alive (APA)** has provided high-volume pet placement services for the City's Town Lake Animal Shelter. Through this partnership, Austin has consistently achieved live release rates of greater than 90% throughout 2011.

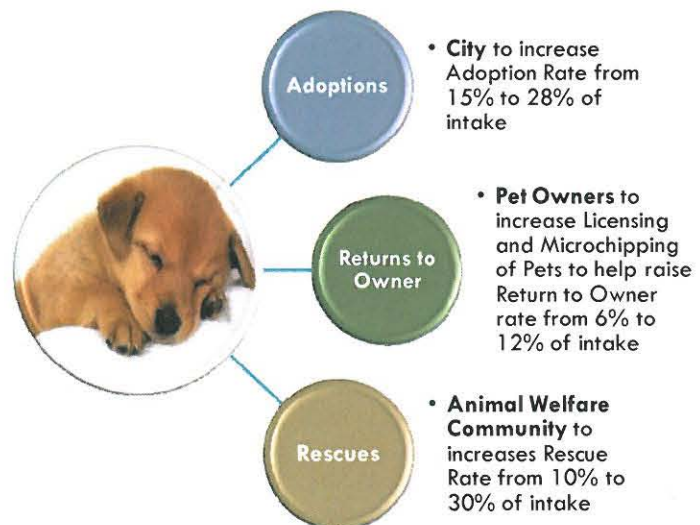
APA took on the challenge of making Austin a No-Kill city in 2008. The organization focuses on healthy and treatable pets who have no other options and will be euthanized the next day. APA is self-funded through adoption fees and donations. In FY 2010, APA rescued 3,299 animals and contributed to a 66.2% No-Kill rate in FY 2010. Through the first three quarters of FY 2011, APA has rescued 3,387 animals which contributed to an estimated 92% live release rate at the Town Lake Animal Shelter.



## Increasing San Antonio's Live Release Rate

Based on the review of best practices, San Antonio has the foundation in place to increase its live release rate. The City has existing strong spay/neuter partnerships, and has simplified the licensing program within the past year. As a result, the City can now address increasing adoptions, returns to owner, and rescues in order to achieve a higher live release rate.

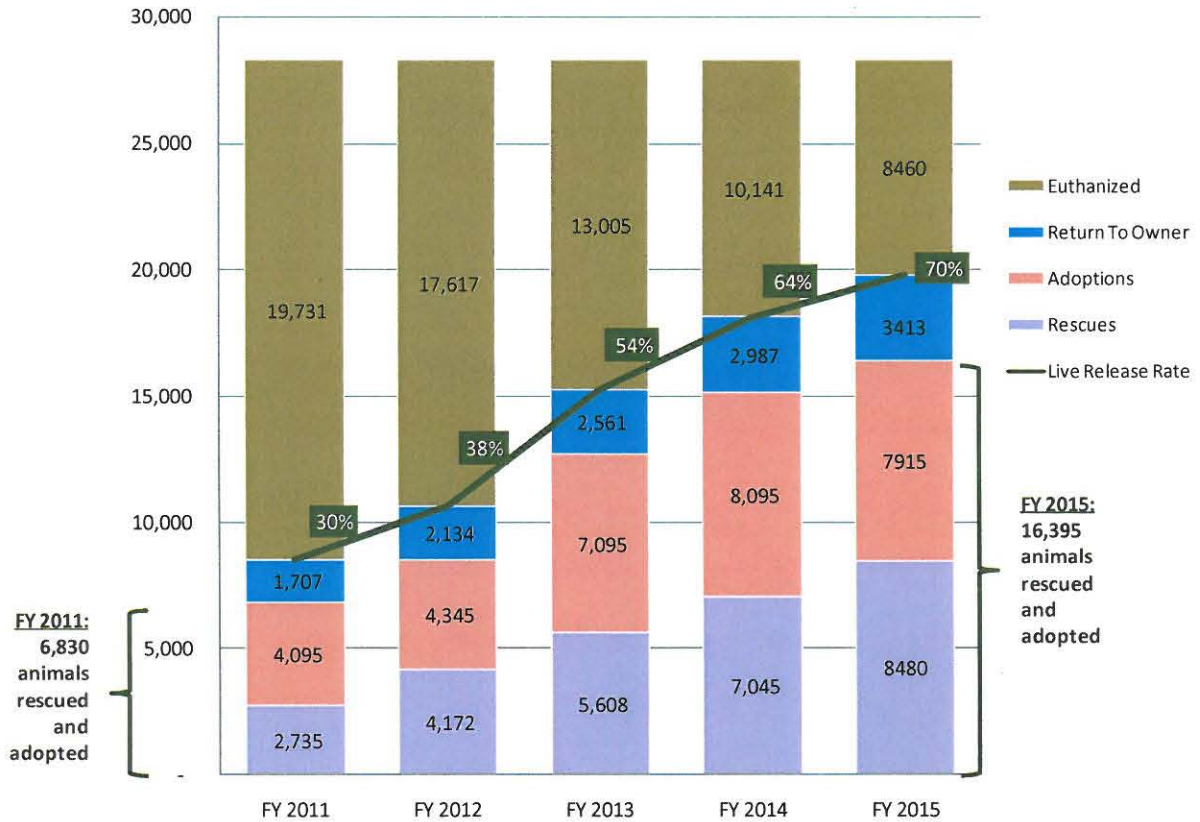
As the research indicated, no City can increase its live release rate alone; it needs the support of all pet owners, as well as the animal welfare community to achieve the desired goals. Through a shared partnership, rather than a mandate, the entire San Antonio community can work together to help ACS achieve a 70% live release rate. In order to measure success, each party involved needs to take ownership of an aggressive, yet achievable, target, and align their resources and efforts towards reaching that goal.





With this in mind, the following targets have been identified and the City will ask each stakeholder to take ownership and responsibility for achieving these goals.

### San Antonio ACS Live Release Goals – 2011 to 2015



ACS will report quarterly results to the City Manager’s Office and to the ACS Advisory Board.

### San Antonio Animal Care Services: Increase Shelter Adoptions from 15% to 28%

Currently, the City adopts out 4,095 animals per year from ACS shelters. In order to move that figure to approximately 7,900 adoptions (representing 28% of current intake) the City will:

- Increase the number of off-site adoptions by utilizing a new mobile adoption van acquired via grant funds. This van will be operable beginning in the Fall of 2011
- Complete the Brackenridge Adoption Center (as part of a complex that will include a spay/neuter clinic and education center). When completed in 2013, this center will allow the City to adopt out an additional 3,000 animals. The City will continue to review the potential of finding a partner to operate this adoption facility when completed.

### ADOPTIONS

LOCATION	CURRENT ADOPTIONS	% OF CURRENT INTAKE	2015 ADOPTIONS	% OF FUTURE INTAKE
151	3,245		3,245	
Off-site Events / Van	750	1,570		
Brooks	100	100		
Brackenridge	0	3,000		
<b>Total</b>	<b>4,095</b>	<b>15%</b>	<b>7,915</b>	<b>28%</b>

The City also recognizes that operational improvements must occur at ACS to allow the City to reach these adoption targets. These include:

- Reviewing intake and outcome health evaluation standards to ensure animals are classified correctly and to understand the overall health of San Antonio animal population
- Examining departmental procedures to efficiently process and release animals to adopters and/or rescue partners
- Reviewing internal data systems to ensure accurate and timely reporting
- Implementing performance measures for ACS staff and leadership

**San Antonio Pet Owners: Increase Returns to Owners from 6% to 12%**

Returns to Owner are a key component to any successful live outcome strategy. Although it is the ultimate responsibility of a pet owner to register and license their companion animal, the City has taken steps to make the process easier as well as change operational strategies in the field. Furthermore, the City plans to expand the availability and use of micro-chipping, in coordination with licensing efforts, to facilitate additional returns to owner. To achieve a 6% increase in returns to owner, the City will:

CURRENT RETURNS	% OF CURRENT INTAKE	2015 RETURNS	% OF FUTURE INTAKE
1,707	6%	3,413	12%

- Continue to market and promote the availability of the City’s online licensing as well as the benefit of micro-chipping their pets
- In areas of the highest concentrations of stray and roaming animals, the City will make up to 10,000 free licenses and micro-chips available to pet owners
- Work to enhance our relationship with the local veterinarian community
- Animal Control Officers have been instructed to increase efforts for field returns by knocking on doors and engaging neighbors when picking up stray animals

**Rescue Partners: Increase transfers from 10% to 30%**

As Austin and Reno have demonstrated having a high-volume rescue partner is critical to bridging the gap between current live release rates and targeted goals. The City applauds the hard work of nearly 50 current rescue partners, but is challenging the animal welfare community to take on an additional 6,000

RESCUE PARTNER	CURRENT RESCUES	% OF CURRENT INTAKE	FUTURE (2015) RESCUES	% OF FUTURE INTAKE
<b>Current Partners</b>	<b>2,735</b>			
Homeward Bound Dog Rescue	520			
Animal Defense League	274			
Humane Society	219		2,735	
SNIPSA	191			
Lifesaver Transport Program	191			
41 Additional Partners	1,340			
<b>Additional Rescues</b>	<b>0</b>		5,746	
<b>Total</b>	<b>2,735</b>	<b>10%</b>	<b>8,480</b>	<b>30%</b>

animals annually from ACS shelters. The City is resourced and committed to reaching a 40% live release goal (28% adoptions, 12% returns to owner.) Additionally, the City needs the continued support of current partners who rescue 10% of shelter intake. In order to reach the community’s stated goal of 70% live release, the City needs a partner (or set of partners) to will commit to rescuing a large volume of animals. This partner can be an existing organization that already works with ACS or a coordination of local and regional advocates.

For long-term sustainability, this partner must be self-reliant, have a viable business plan, and an operational strategy. To help stand up such an organization or coordination effort, the City has allocated \$250,000 in the FY 2012 budget.

## Identifying a High-Volume Rescue Partner

The City has already begun the outreach process in order to identify a high-volume rescue partner(s).

### Animal Rescue Community Stakeholders Workshop

On August 20<sup>th</sup>, 2011, the City held a facilitated work session with a diverse group of 28 stakeholders from the animal rescue, advocacy, and business communities, as well as City staff. The purpose of the meeting was to bring together key stakeholders who have the ability to impact San Antonio achieving a higher live outcome rate and to identify an action plan for establishing and implementing a successful high volume pet partner(s).

The desired workshop outcomes were to:

- Gain clarity about the current state of animal care in San Antonio
- Reach consensus about an action plan for achieving a better live outcome rate to include a high-volume pet partner

The workshop agenda was as follows:

- Meeting Kickoff and Opening
- Lessons learned from Austin Pets Alive
- Review of the City's commitments and progress to date
- Sharing of stakeholder commitments
- Breakout group 1: high-volume partner criteria
- Breakout group 2: high-volume partner action plans
- Meeting commitments, next steps and close

During the meeting, action plans were developed around the areas of shelter operations, fundraising, and marketing, and a number of meeting participants took on ownership of these topics. Additionally, criteria for a high-volume partner were discussed, and a number of requirements, both for the City, as well as the partner, were identified.

### Solicitation Process

Based on the requirements gathered during the August 20<sup>th</sup> Workshop, the City is in the process of developing a solicitation for agencies interested in becoming the City's high-volume rescue partner. This solicitation will be structured in a manner to allow any group who wishes to participate to provide:

- Business plan and operational strategy including marketing plan
- Proven and demonstrated capability to organizationally commit to and achieve the performance requirements
- Capacity to rescue additional animals and meet performance goals
- Strategy for use of up to \$250,000 of City funds budgeted for FY 2012 for high-volume rescues
- Identification of resource requirements beyond \$250,000. If additional resources are needed, a fundraising strategy must be provided
- Operational requirements for partnership with San Antonio Animal Care Services
- Scalability of proposal (if the City decides to work with more than one partner)

The City will reserve the right to work with more than one partner and allocate the \$250,000 based on the viability of the proposal. The City expects to advertise this solicitation in Fall 2011.

## Rescue Partner Standards of Care

The Strategic Plan is not only about the numbers of animals leaving Animal Care Services. It is also about the welfare of the animals and where they are going if they are indeed “rescued”.

Establishing high standards of care for our rescue partners is critical, not only for the wellbeing of the animals, but for the reputation of the Animal Care Services Department. Inspections of our rescue partners, at least yearly, is exercising due diligence by the Animal Care Services Department and the Animal Care Services Advisory Board.

Standards of care are currently being written by members of the Advisory Board along with selected, established and proven rescue group leaders. These rescue partners agree that standards are essential and they gladly welcome inspections.

## Creation of ACS Board Subcommittees Aligned with the Three Strategic Priorities

City staff recommends that the ACS Advisory Board consider establishing subcommittees around the three strategic priorities:

- **Enhanced Enforcement Subcommittee**
- **Controlling the Stray Animal Population Subcommittee**
- **Improving Live Release Subcommittee**

It is also recommended that these subcommittees include community stakeholders in an advisory role. These subcommittees will assist the ACS Advisory Board in monitoring the progress of this plan and tracking performance measures associated with its implementation. It is further recommended that the subcommittees also include individuals from neighborhoods and the community, veterinarians, spay/neuter advocates and non-profits, the Humane Society, and the Animal Defense League.

# Attachment XLIII

# HOLIDAY SCHEDULE

The City Council has approved 13 Holidays for FY 2011-2012 which begins on October 1, 2011.

<b>Holiday</b>	<b>Day</b>	<b>Date</b>
Veteran's Day	Friday	November 11, 2011
Thanksgiving Day	Thursday	November 24, 2011
Day after Thanksgiving	Friday	November 25, 2011
Christmas Day (observed)	Monday	December 26, 2011
Winter Holiday	Tuesday	December 27, 2011
Winter Holiday	Wednesday	December 28, 2011
Winter Holiday	Thursday	December 29, 2011
New Year's Day (observed)	Friday	December 30, 2011
Martin Luther King, Jr. Day	Monday	January 16, 2012
Fiesta San Jacinto Day	Friday	April 27, 2012
Memorial Day	Monday	May 28, 2012
Independence Day	Wednesday	July 4, 2012
Labor Day	Monday	September 3, 2012

**ADDITIONAL INFORMATION ON HOLIDAYS:**

*Uniformed Fire Department personnel will accrue a 13<sup>th</sup> holiday, designated as the September 11<sup>th</sup> Holiday in compliance with State Law. Since September 11<sup>th</sup> is not a City Holiday, this accrual shall be used in accordance with Fire Department policy.*

*Civilian employees may be eligible to receive a Floating Holiday based on attendance for use during Fiscal Year 2011-2012 in accordance with Administrative Directive 4.4. Any Floating Holiday granted to civilian employees during this fiscal year that is not taken by October 1, 2012, will be forfeited.*

*The value of the Holiday shall be determined based on the employee's work schedule. If the employee works an 8 hour day, the Holiday will be paid or banked at 8 hours. For employees that work a 10 hour schedule, the Holiday will be paid or banked at 10 hours.*

*Individual departments may develop Alternate Holiday schedules for the fiscal year, to substitute for those listed above, to accommodate for workload demands. These schedules must be submitted to and approved by the Human Resources Department and the City Manager's Office prior to October 1, 2011.*

# Attachment XLIV

**City of San Antonio**  
**Pay Plan FY 2012**  
As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
84	311 Service Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
82	311 Service Representative	B	B-7	506	N	06A	Classified	\$27,866.80	\$37,803.74
83	311 Service Supervisor	B	B-9	508	N	06C	Classified	\$30,723.68	\$41,679.30
2099	Accessibility Compliance Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
2098	Accessibility Compliance Specialist	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
2220	Accountant	C	C-2	521	E	02A	Classified	\$33,236.06	\$49,854.48
873	Accountant I	C	C-1	520	E	02A	Classified	\$30,214.86	\$45,322.16
874	Accountant II	C	C-2	521	E	02A	Classified	\$33,236.06	\$49,854.48
2221	Accounting Clerk	B	B-5	504	N	06A	Classified	\$25,276.94	\$34,290.10
934	Accounts Payable Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
2014	Accounts Payable Specialist I	B	B-4	503	N	06A	Classified	\$24,072.88	\$32,657.04
2020	Accounts Payable Specialist II	B	B-6	505	N	05A	Classified	\$26,540.28	\$36,003.76
2021	Accounts Payable Specialist III	B	B-9	508	N	05A	Classified	\$30,723.68	\$41,679.30
40	Administrative Assistant I	B	B-6	505	N	06A	Classified	\$26,540.28	\$36,003.76
41	Administrative Assistant II	B	B-8	507	N	05A	Classified	\$29,260.40	\$39,894.46
2063	Administrative Associate	B	B-2	501	N	06A	Classified	\$22,367.28	\$30,342.78
36	Administrative Services Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
2105	Administrative Services Officer	D	D-6	537	E	01C	Unclassified	\$66,570.36	\$147,169.68
7980	Airport Facilities Superintendent	D	D-1	532	E	01C	Unclassified	\$43,040.92	\$73,169.46
85	Airport Facilities Supervisor	A	A-9	508	E	08A	Classified	\$30,723.68	\$41,679.30
97	Airport Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
595	Airport Operations Agent	B	B-10	509	N	05B	Classified	\$32,260.28	\$43,763.72
35	Airport Operations Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
34	Airport Operations Supervisor	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
804	Airport Parking Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
632	Airport Police Chief	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
2140	Airport Police Commander	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
636	Airport Police Corporal	B	B-15	514	N	04C	Classified	\$41,173.08	\$55,854.50
631	Airport Police Lieutenant	B	B-19	518	E	04C	Classified	\$50,045.84	\$67,891.20
629	Airport Police Officer	B	B-13	512	N	04C	Classified	\$37,344.56	\$50,661.00
630	Airport Police Sergeant	B	B-17	516	N	04C	Classified	\$45,393.14	\$61,579.44
2023	Airport Police Training Sergeant	B	B-17	518	N	04C	Classified	\$45,393.14	\$61,579.44
98	Airport Properties & Development Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
2153	Airport Security Coordinator	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
2208	Airport Security Supervisor	B	B-13	512	E	04D	Classified	\$37,344.56	\$50,661.00
612	Alarms Investigator	B	B-5	504	N	05B	Classified	\$25,276.94	\$34,290.10
226	Animal Care Attendant	A	A-2	501	N	06B	Classified	\$22,367.28	\$30,342.78
223	Animal Care Officer	A	A-5	504	N	06B	Classified	\$25,276.94	\$34,290.10
224	Animal Care Operations Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
2093	Animal Care Representative	A	A-3	502	N	06B	Classified	\$22,927.06	\$31,102.76
1034	Animal Care Services Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
2111	Animal Care Specialist	B	B-9	508	N	05A	Classified	\$30,723.68	\$41,679.30
221	Animal Care Supervisor	A	A-11	510	N	06A	Classified	\$33,873.06	\$45,951.10
2117	Animal Cruelty Specialist	B	B-11	510	N	05B	Classified	\$33,873.06	\$45,951.10
4000	Applications Solutions Analyst	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
4002	Applications Solutions Lead	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.92
4001	Applications Solutions Senior Analyst	C	C-6	525	E	02A	Classified	\$48,661.08	\$72,991.62
4003	Applications Solutions Supervisor	C	C-9	528	E	02A	Classified	\$64,768.08	\$97,152.12
124	Architect	C	C-8	527	E	02A	Unclassified	\$58,880.12	\$88,319.92
620	Armorer	B	B-8	507	E	04C	Classified	\$29,260.40	\$39,894.46
7895	Asset Facilities Administrator	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
1109	Assistant Animal Care Services Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1086	Assistant Asset Management Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1061	Assistant Aviation Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1043	Assistant Aviation Director for Finance & Administration	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1116	Assistant Capital Improvements Management Services Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
52	Assistant Capital Programs Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
1122	Assistant Center City Development Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
116	Assistant City Architect	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
66	Assistant City Attorney I	C	C-7	526	E	02F	Unclassified	\$53,527.24	\$80,291.12
63	Assistant City Attorney II	C	C-8	527	E	02F	Unclassified	\$58,880.12	\$88,319.92
65	Assistant City Attorney III	C	C-10	529	E	02F	Unclassified	\$71,244.94	\$106,867.28
55	Assistant City Attorney IV	C	C-11	530	E	02F	Unclassified	\$78,368.94	\$117,553.54
141	Assistant City Engineer	D	D-6	537	E	01C	Unclassified	\$66,570.36	\$147,169.68
1032	Assistant City Manager	E	E-3	542	E	01A	Unclassified	Set by City Manager	Set by City Manager
1050	Assistant Community Initiatives Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1090	Assistant Community Initiatives Director for Human Development	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1059	Assistant Convention & Visitors Bureau Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1060	Assistant Convention, Sports & Entertainment Facilities Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
2202	Assistant Detention Center Manager	B	B-17	516	E	04C	Classified	\$45,393.14	\$61,579.44

Highlighted jobs are impacted by the Living Wage, which for FY 2012 is set at \$10.75/hour (\$22,360).



**City of San Antonio**  
**Pay Plan FY 2012**  
As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
1067	Assistant Development Services Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1041	Assistant Development Services Director/Plan Review	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1110	Assistant Director for Downtown Operations	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1053	Assistant Director for Financial Services	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1070	Assistant Director for Human Resources	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1069	Assistant Director for Management & Budget	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
7230	Assistant Drainage Superintendent	D	D-1	532	E	01C	Unclassified	\$43,040.92	\$73,169.46
1048	Assistant Economic Development Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1054	Assistant Economic Development Director for Special Projects	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
31	Assistant Emergency Management Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
1052	Assistant Finance Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
868	Assistant Fire Chief	C	Contract	Contract	E	02H	Contract	Contract	Contract
1088	Assistant Housing & Community Development Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1097	Assistant Housing & Neighborhood Services Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1040	Assistant Information Services Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
897	Assistant Information Services Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
1101	Assistant International Affairs Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1018	Assistant Library Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1085	Assistant Library Director for Public Services	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
50	Assistant Marketing Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
988	Assistant Multi-Service Center Supervisor	A	A-10	509	E	08A	Classified	\$32,260.26	\$43,763.72
871	Assistant Parking Operations & Enforcement Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
1062	Assistant Parks & Recreation Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1064	Assistant Parks & Recreation Director for Programs	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
2169	Assistant Parks and Recreation Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
2171	Assistant Parks and Recreation Manager-Parks Design	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
1113	Assistant Planning & Community Development Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
678	Assistant Police Chief	C	Contract	Contract	E	02I	Contract	Contract	Contract
1124	Assistant Police Director	E	E-1	540	E	01D	Unclassified	Set by City Manager	Set by City Manager
918	Assistant Program Coordinator	C	C-1	520	E	02D	Classified	\$30,214.86	\$45,322.16
1042	Assistant Public Health Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1084	Assistant Public Health Director for Clinical & Pop-Based Svcs.	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1078	Assistant Public Utilities Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1058	Assistant Public Works Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1057	Assistant Public Works Director for Operations	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1056	Assistant Purchasing & Contract Services Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
801	Assistant Risk & Safety Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
908	Assistant Social Services Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
7300	Assistant Solid Waste District Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
1102	Assistant Solid Waste Management Director	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
7150	Assistant Streets Superintendent	D	D-1	532	E	01C	Unclassified	\$43,040.92	\$73,169.46
1071	Assistant to City Council	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1031	Assistant to City Manager	E	E-3	542	E	01A	Unclassified	Set by City Manager	Set by City Manager
1072	Assistant to Mayor	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
2025	Assistant to the City Clerk	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
2227	Assistant to the Director	D	D-4	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
701	Associate Auditor	C	C-2	521	E	02L	Unclassified	\$33,236.06	\$49,854.48
2095	Audio Visual Production Supervisor	B	B-17	516	E	03D	Classified	\$45,393.14	\$61,579.44
7740	Audio Visual Technician	B	B-6	505	N	03B	Classified	\$26,540.26	\$36,003.76
655	Audio/Video Production Coordinator	B	B-13	512	N	03B	Classified	\$37,344.58	\$50,661.00
705	Audio Manager	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
700	Auditor I	C	C-4	523	E	02L	Unclassified	\$40,216.02	\$60,323.64
702	Auditor II	C	C-6	525	E	02L	Unclassified	\$48,661.06	\$72,991.82
703	Auditor III	C	C-7	526	E	02L	Unclassified	\$53,527.24	\$80,291.12
704	Auditor IV	C	C-10	529	E	02L	Unclassified	\$71,244.94	\$106,867.26
2184	Automated Collection Services Trainer	A	A-9	508	N	07A	Classified	\$30,723.66	\$41,679.30
1029	Aviation Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
4005	Backup/Storage System Administration Engineer	C	C-6	527	E	02A	Classified	\$58,880.12	\$88,319.92
4004	Backup/Storage System Administrator	C	C-6	525	E	02A	Classified	\$48,661.06	\$72,991.82
2084	Balliff	B	B-9	508	N	04C	Classified	\$30,723.66	\$41,679.30
2200	Balliff Supervisor	B	B-13	512	E	04C	Classified	\$37,344.58	\$50,661.00
2011	Banking Officer	C	C-6	525	E	02A	Classified	\$48,661.06	\$72,991.82
7716	Bicycle Fleet Specialist	B	B-4	503	N	05B	Classified	\$24,072.88	\$32,657.04
932	Billing & Accts Receivable Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
2024	Billing & Accts Receivable Specialist I	B	B-4	503	N	06A	Classified	\$24,072.88	\$32,657.04
2026	Billing & Accts Receivable Specialist II	B	B-7	506	N	06A	Classified	\$27,866.80	\$37,803.74
78	Booking & Services Coordinator	B	B-11	510	N	05A	Classified	\$33,873.06	\$45,951.10
79	Booking & Services Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
958	Bookmobile Library Assistant	B	B-3	502	N	05A	Classified	\$22,927.06	\$31,102.76
7899	Box Office Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10

Highlighted jobs are impacted by the Living Wage, which for FY 2012 is set at \$10.75/hour (\$22,360).

City of San Antonio

Pay Plan FY 2012

As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
7405	Brush Collection Crew Leader	A	A-9	508	N	08B	Classified	\$30,723.68	\$41,879.30
881	Budget & Management Analyst	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.64
879	Budget Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
2089	Budget Program Analysis Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
2177	Budget Program Manager	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
2176	Budget Program Specialist	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.82
1125	Building & Equipment Services Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
504	Building Inspections Supervisor	A	A-19	518	E	07C	Classified	\$50,045.84	\$67,891.20
547	Building Location Specialist	B	B-4	503	N	06B	Classified	\$24,072.88	\$32,657.04
7892	Building Maintenance Coordinator	A	A-15	514	E	08A	Classified	\$41,173.08	\$55,854.50
7891	Building Maintenance Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
7580	Building Maintenance Mechanic	A	A-4	503	N	07D	Classified	\$24,072.88	\$32,657.04
459	Building Maintenance Officer	A	A-8	507	E	07C	Classified	\$29,260.40	\$39,694.46
7920	Building Maintenance Supervisor	A	A-12	511	E	07C	Classified	\$35,566.96	\$48,249.24
192	Business Analyst	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
4006	Business Analyst	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.64
4009	Business Intelligence Analyst	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
4011	Business Intelligence Lead	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.82
4010	Business Intelligence Senior Analyst	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12
4012	Business Intelligence Supervisor	C	C-10	529	E	02A	Classified	\$71,244.94	\$106,867.28
4089	Business Relationship Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
2034	Call Center Supervisor	C	C-2	521	E	02B	Classified	\$33,236.06	\$49,854.48
2083	Capital Improvements Management Services Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
54	Capital Programs Manager	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
155	Capital Projects Officer	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
7879	Carpenter I	A	A-4	503	N	07A	Classified	\$24,072.88	\$32,657.04
7880	Carpenter II	A	A-6	505	N	07A	Classified	\$28,540.28	\$38,003.76
7610	Carpentry Supervisor	A	A-8	507	E	07C	Classified	\$29,260.40	\$39,694.46
2127	Carver Center Stage Coordinator	B	B-14	513	N	03D	Classified	\$39,212.68	\$53,195.22
940	Carver Cultural Center Executive Director	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
985	Case Aide	B	B-2	501	N	05D	Classified	\$22,367.28	\$30,342.78
802	Cashier	B	B-2	501	N	06A	Classified	\$22,367.28	\$30,342.78
1117	Center City Development Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
6	Central Magistrate Coordinator	B	B-10	509	E	05A	Classified	\$32,280.28	\$43,763.72
889	Central Stores Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
907	Chauffeur	A	A-3	502	N	08B	Classified	\$22,927.06	\$31,102.76
920	Chauffeur Services Supervisor	A	A-7	506	N	08A	Classified	\$27,866.80	\$37,803.74
2139	Chief Deputy Court Clerk	D	D-1	532	E	01C	Unclassified	\$43,040.92	\$73,169.46
1121	Chief Financial Officer	E	E-3	542	E	01A	Unclassified	Set by City Manager	Set by City Manager
2235	Chief of Epidemiology	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
1096	Chief Information Officer	E	E-3	542	E	01A	Unclassified	Set by City Manager	Set by City Manager
8000	Chief Information Security Officer	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
1123	Chief of Staff	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
1039	Chief Technology Officer	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
205	Chief Veterinarian	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
987	Child & Family Therapist	C	C-3	522	E	02D	Classified	\$36,559.64	\$54,839.98
990	Child Care Resource Specialist	C	C-1	520	E	02D	Classified	\$30,214.66	\$45,322.16
991	Child Care Services Supervisor	C	C-3	522	E	02D	Classified	\$36,559.64	\$54,839.98
993	Child Development Specialist	B	B-6	505	N	05D	Classified	\$26,540.28	\$36,003.76
403	City Arborist	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
2125	City Archeologist	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
116	City Architect	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
33	City Archivist	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
1000	City Attorney	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
1015	City Clerk	E	Set by Council	Set by Council	E	01A	Council Appointed	Set by Council	Set by Council
951	City Forester	C	C-5	524	E	02B	Classified	\$44,237.44	\$66,356.16
1026	City Internal Auditor	E	Set by Council	Set by Council	E	01A	Council Appointed	Set by Council	Set by Council
1022	City Manager	E	Set by Council	Set by Council	E	01A	Council Appointed	Set by Council	Set by Council
20	City Marshal	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
2079	City Photographer	B	B-12	511	N	03A	Classified	\$35,566.96	\$48,249.24
1095	City South Management Authority Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
129	City Transportation Engineer	D	D-6	537	E	01C	Unclassified	\$66,570.38	\$147,169.88
90	Clean Community Coordinator	C	C-2	521	E	02C	Classified	\$33,236.06	\$49,854.48
4014	Client Services Analyst	C	C-3	522	E	02B	Classified	\$36,559.64	\$54,839.98
4015	Client Services Supervisor	C	C-5	524	E	02B	Classified	\$44,237.44	\$66,356.16
4013	Client Services Technician	B	B-11	510	N	03B	Classified	\$33,873.06	\$45,851.10
506	Code Compliance Investigator	B	B-9	508	N	05B	Classified	\$30,723.68	\$41,879.30
2141	Code Enforcement Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
2116	Code Enforcement Officer	B	B-10	509	N	05B	Classified	\$32,280.28	\$43,763.72
2119	Code Enforcement Supervisor	B	B-15	514	E	05B	Classified	\$41,173.08	\$55,854.50

Highlighted jobs are impacted by the Living Wage, which for FY 2012 is set at \$10.75/hour (\$22,360).

City of San Antonio

Pay Plan FY 2012

As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
8991	Collection Specialist	B	B-8	507	N	05A	Classified	\$29,260.40	\$39,894.46
2015	Collection Specialist I	B	B-5	504	N	06A	Classified	\$25,276.94	\$34,290.10
2016	Collection Specialist II	B	B-7	506	N	06A	Classified	\$27,866.80	\$37,803.74
903	Collections Manager	D	D-2	533	E	01C	Unclassified	\$49,496.86	\$84,145.10
530	Combination Inspector	A	A-12	511	N	07D	Classified	\$35,566.96	\$48,249.24
1009	Communications & Public Affairs Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
636	Communications Operator	B	B-4	503	N	06B	Classified	\$24,072.66	\$32,657.04
1077	Community Action Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
442	Community Center Leader	B	B-8	505	N	05D	Classified	\$26,540.26	\$36,003.76
937	Community Development Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
1030	Community Initiatives Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
27	Community Link Manager	D	D-1	532	E	01C	Unclassified	\$43,040.92	\$73,169.46
25	Community Link Service Representative	B	B-7	506	N	06A	Classified	\$27,866.80	\$37,803.74
2062	Community Services Specialist	C	C-2	521	E	02D	Classified	\$33,236.06	\$49,854.48
2054	Community Services Supervisor	C	C-3	522	E	02D	Classified	\$36,559.64	\$54,839.98
891	Compliance & Resolution Administrator	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
749	Compliance & Resolution Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
2028	Compliance & Resolution Officer	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
2226	Compliance Analyst	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.64
2224	Compliance Lead	C	C-6	525	E	02A	Classified	\$48,681.08	\$72,991.82
2223	Compliance Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
2225	Compliance Senior Analyst	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
2027	Compliance Specialist	B	B-7	506	N	06A	Classified	\$27,866.80	\$37,803.74
811	Computer Operator	B	B-5	504	N	03B	Classified	\$25,276.94	\$34,290.10
7990	Concrete Finisher	A	A-5	504	N	07A	Classified	\$25,276.94	\$34,290.10
135	Construction Coordinator	C	C-3	522	E	02B	Classified	\$36,559.64	\$54,839.98
560	Construction Inspections Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
557	Construction Inspections Superintendent	D	D-1	532	E	01C	Unclassified	\$43,040.92	\$73,169.46
556	Construction Inspections Supervisor	A	A-19	518	E	07C	Classified	\$50,045.84	\$87,891.20
553	Construction Inspector I	A	A-7	506	N	07D	Classified	\$27,866.80	\$37,803.74
554	Construction Inspector II	A	A-11	510	N	07D	Classified	\$33,873.06	\$45,951.10
558	Construction Specialist I	A	A-13	512	E	07D	Classified	\$37,344.58	\$50,661.00
559	Construction Specialist II	A	A-14	513	E	07D	Classified	\$39,212.68	\$53,195.22
561	Construction Specialist Supervisor	A	A-17	516	E	07D	Classified	\$45,393.14	\$61,579.44
157	Contract Administrator	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
156	Contract Coordinator	C	C-6	525	E	02D	Classified	\$48,681.08	\$72,991.82
178	Contract Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
929	Contract Officer	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
877	Controller	D	D-6	537	E	01C	Unclassified	\$86,570.38	\$147,169.88
1013	Convention & Visitors Bureau Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
2163	Convention Facilities General Manager	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
1010	Convention, Sports & Entertainment Facilities Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
49	Council Action Officer	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
677	Court Interpreter	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
864	Court Reporter	B	B-11	510	N	06A	Classified	\$33,873.06	\$45,951.10
609	Crime Analyst	B	B-5	504	N	06A	Classified	\$25,276.94	\$34,290.10
2004	Crime Scene Investigator I	B	B-11	510	N	04C	Classified	\$33,873.06	\$45,951.10
2005	Crime Scene Investigator II	B	B-12	511	N	04C	Classified	\$35,566.96	\$48,249.24
2006	Crime Scene Investigator III	B	B-14	513	N	04C	Classified	\$39,212.68	\$53,195.22
621	Crisis Response Team Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
1019	Cultural Affairs Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
2087	Cultural Affairs Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
964	Cultural Center Supervisor	C	C-5	524	E	02D	Classified	\$44,237.44	\$66,356.16
7561	Custodial Services Supervisor	A	A-7	506	E	08A	Classified	\$27,866.80	\$37,803.74
1007	Customer Service/311 System Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
921	Customer Services Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
909	Customer Services Representative	B	B-2	501	N	06A	Classified	\$22,367.28	\$30,342.78
525	Customer Services Representative Supervisor	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
911	Customer Services Specialist	B	B-9	508	N	05D	Classified	\$30,723.68	\$41,679.30
4017	Customer Support Analyst	B	B-11	510	N	03A	Classified	\$33,873.06	\$45,951.10
4018	Customer Support Lead	B	B-14	513	N	03A	Classified	\$39,212.68	\$53,195.22
4019	Customer Support Supervisor	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
4016	Customer Support Technician	B	B-9	508	N	03A	Classified	\$30,723.68	\$41,679.30
512	Dangerous Premises Officer	B	B-11	510	N	05B	Classified	\$33,873.06	\$45,951.10
825	Data Clerk Supervisor	B	B-10	509	N	06A	Classified	\$32,260.28	\$43,763.72
4020	Database Administration Analyst	C	C-6	525	E	02A	Classified	\$48,681.08	\$72,991.82
4021	Database Administrator	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12
2012	Debt Officer	C	C-6	525	E	02A	Classified	\$48,681.08	\$72,991.82
269	Dental Assistant	B	B-2	501	N	03C	Classified	\$22,367.28	\$30,342.78
269	Dental Health Coordinator	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82

Highlighted jobs are impacted by the Living Wage, which for FY 2012 is set at \$10.75/hour (\$22,360).

City of San Antonio

Pay Plan FY 2012

As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
271	Dental Hygienist	B	B-16	515	N	03C	Classified	\$43,231.50	\$58,847.16
2217	Department Accounting Supervisor	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
285	Department Facilities Coordinator	C	C-4	523	E	02B	Classified	\$40,216.02	\$60,323.84
826	Department Fiscal Administrator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
847	Department Systems Aide	B	B-4	503	N	03B	Classified	\$24,072.88	\$32,657.04
882	Department Systems Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
896	Department Systems Specialist	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
889	Department Systems Supervisor	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
808	Deputy Chief	C	Contract	Contract	E	02I	Contract	Contract	Contract
56	Deputy City Attorney	D	D-5	538	E	01C	Unclassified	\$75,276.58	\$127,973.82
1115	Deputy City Auditor	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1016	Deputy City Clerk	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1021	Deputy City Manager	E	E-3	542	E	01A	Unclassified	Set by City Manager	Set by City Manager
13	Deputy City Marshal	B	B-13	512	N	04C	Classified	\$37,344.58	\$50,661.00
7500	Deputy Court Clerk I	B	B-4	503	N	04C	Classified	\$24,072.88	\$32,657.04
7510	Deputy Court Clerk II	B	B-7	506	N	04C	Classified	\$27,866.80	\$37,803.74
7520	Deputy Court Clerk Supervisor	B	B-15	514	E	04D	Classified	\$41,173.08	\$55,854.50
2185	Deputy Emergency Management Coordinator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
665	Deputy Fire Chief	C	Contract	Contract	E	02H	Contract	Contract	Contract
123	Design & Development Assistant	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
2142	Design Communications Coordinator	C	C-8	525	E	02A	Classified	\$48,861.08	\$72,991.62
2040	Detention Center Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$86,766.80
828	Detention Officer	B	B-9	508	N	04C	Classified	\$30,723.68	\$41,679.30
856	Detention Supervisor	B	B-14	513	N	04C	Classified	\$39,212.68	\$53,195.22
2204	Development Services Business Administrator	D	D-5	538	E	01D	Unclassified	\$75,276.58	\$127,973.82
148	Development Services Engineer	D	D-6	537	E	01C	Unclassified	\$88,570.38	\$147,169.88
2033	Development Services Inspector	A	A-11	510	N	07A	Classified	\$33,873.08	\$45,951.10
516	Development Services Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$86,766.80
523	Development Services Representative	B	B-3	502	N	05B	Classified	\$22,927.06	\$31,102.78
531	Development Services Specialist	B	B-9	508	N	05A	Classified	\$30,723.68	\$41,679.30
533	Development Services Specialist Supervisor	B	B-13	512	E	05E	Classified	\$37,344.58	\$50,661.00
935	Disbursements & Receivables Administrator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
615	Dispatcher	B	B-6	505	N	06B	Classified	\$26,540.28	\$36,003.76
610	Dispatching Supervisor	B	B-9	508	N	06C	Classified	\$30,723.68	\$41,679.30
664	District Fire Chief	C	Contract	Contract	E	02H	Contract	Contract	Contract
7898	Dome Facilities Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
1120	Downtown Development Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
1100	Downtown Operations Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
2035	Downtown Operations Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$86,766.80
497	Downtown Operations Superintendent	D	D-1	532	E	01C	Unclassified	\$43,040.92	\$73,169.46
121	Drafting Technician	B	B-3	502	N	03B	Classified	\$22,927.06	\$31,102.78
7240	Drainage Supervisor	A	A-10	509	E	08A	Classified	\$32,260.28	\$43,763.72
925	Economic Development Coordinator	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12
1012	Economic Development Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
857	Economic Development Loan Officer	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
926	Economic Development Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
924	Economic Development Specialist	C	C-3	522	E	02D	Classified	\$36,559.64	\$54,839.98
2092	Education Coordinator	C	C-2	521	E	02B	Classified	\$33,236.06	\$49,854.48
16	EEO Investigator	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
2162	Elections Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
515	Electrical Inspections Supervisor	A	A-19	518	E	07C	Classified	\$50,045.84	\$87,891.20
7700	Electrical Supervisor	A	A-17	516	E	07C	Classified	\$45,393.14	\$61,579.44
7690	Electrician	A	A-7	506	N	07A	Classified	\$27,866.80	\$37,803.74
7910	Electrician Helper	A	A-5	504	N	07B	Classified	\$25,276.94	\$34,290.10
7176	Electronic Technician	B	B-8	507	N	03B	Classified	\$29,260.40	\$39,094.46
7178	Electronic Technician Supervisor	B	B-12	511	E	03B	Classified	\$35,566.96	\$48,249.24
30	Emergency Management Specialist	C	C-1	520	E	02A	Classified	\$30,214.86	\$45,322.16
2090	Emergency Vehicle Equipment Technician	A	A-9	508	N	07A	Classified	\$30,723.68	\$41,679.30
880	Employee Benefits Administrator	D	D-5	538	E	01C	Unclassified	\$75,276.58	\$127,973.82
2039	Employee Benefits Analyst	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.62
861	Employee Benefits Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$86,766.80
871	Employee Benefits Specialist	B	B-5	504	N	06A	Classified	\$25,276.94	\$34,290.10
140	Engineer	C	C-8	527	E	02E	Unclassified	\$56,880.12	\$86,319.92
139	Engineering Associate	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.84
131	Engineering Technician	B	B-9	508	N	03B	Classified	\$30,723.68	\$41,679.30
4023	Enterprise GIS Solutions Analyst	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
4025	Enterprise GIS Solutions Lead	C	C-8	527	E	02A	Classified	\$56,880.12	\$86,319.92
4024	Enterprise GIS Solutions Senior Analyst	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.62
4026	Enterprise GIS Solutions Supervisor	C	C-9	528	E	02A	Classified	\$64,768.08	\$97,152.12
4033	Enterprise IT Architect	C	C-12	531	E	02A	Classified	\$86,206.64	\$129,308.92

Highlighted jobs are impacted by the Living Wage, which for FY 2012 is set at \$10.75/hour (\$22,360).

City of San Antonio

Pay Plan FY 2012

As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
2072	Environmental Compliance Technician	B	B-6	505	N	03B	Classified	\$26,540.26	\$36,003.76
229	Environmental Health Services Administrator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
2113	Environmental Policy Loan Officer	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
2085	Environmental Policy Manager	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
220	Environmental Protection Officer	B	B-9	508	N	05C	Classified	\$30,723.68	\$41,679.30
2121	Environmental Services Coordinator	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
137	Environmental Services Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
251	Epidemiologist	C	C-4	523	E	02C	Classified	\$40,216.02	\$60,323.64
252	Epidemiology Program Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
2053	Equipment Operator	A	A-5	504	N	07D	Classified	\$25,276.94	\$34,290.10
7160	Equipment Technician	A	A-9	508	N	07A	Classified	\$30,723.68	\$41,679.30
185	ERM Project Coordinator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
77	Events Services Coordinator	B	B-11	510	N	05A	Classified	\$33,873.06	\$45,951.10
7900	Events Services Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
39	Executive Assistant	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
1119	Executive Assistant to City Manager	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
1078	Executive Secretary	B	B-9	508	N	06A	Unclassified	\$30,723.68	\$41,679.30
1075	Executive Secretary to the City Manager	B	B-16	515	N	06A	Unclassified	\$43,231.50	\$58,647.16
1094	Executive Secretary to the Mayor	B	B-16	515	N	06A	Unclassified	\$43,231.50	\$58,647.16
7893	Facilities Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
23	Facilities Operations Coordinator	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
2213	Field Operations Inspector	A	A-8	507	N	07A	Classified	\$29,280.40	\$39,694.46
1001	Finance Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
2017	Financial Accountant I	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
2018	Financial Accountant II	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.64
2019	Financial Accountant III	C	C-6	525	E	02A	Classified	\$48,661.08	\$72,991.62
817	Financial Analyst	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
895	Financial Management Administrator	D	D-5	536	E	01C	Unclassified	\$75,276.58	\$127,973.82
748	Financial Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
834	Financial Operations Administrator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
2032	Financial Operations Analyst	C	C-6	525	E	02A	Classified	\$48,661.08	\$72,991.62
938	Financial Reporting Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
639	Fingerprint Classifier	B	B-3	502	N	03B	Classified	\$22,927.06	\$31,102.76
663	Fire Captain	C	Contract	Contract	E	02H	Contract	Contract	Contract
1003	Fire Chief	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
661	Fire Engineer	B	Contract	Contract	N	04A	Contract	Contract	Contract
662	Fire Lieutenant	C	Contract	Contract	N	02H	Contract	Contract	Contract
669	Fire Protection Engineer	C	C-8	527	E	02E	Unclassified	\$58,880.12	\$88,319.92
668	Fire Protection Engineering Associate	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.64
7161	Fire Protection Equipment Technician	A	A-12	511	N	07A	Classified	\$35,566.96	\$48,249.24
672	Fire Protection Specialist	C	C-6	525	E	02A	Classified	\$48,661.08	\$72,991.62
660	Firefighter	B	Contract	Contract	N	04A	Contract	Contract	Contract
659	Firefighter (Probationary)	B	Contract	Contract	N	04A	Contract	Contract	Contract
658	Firefighter Trainee	B	301	301	N	04C	Classified	\$28,428.00	\$28,428.00
1044	First Assistant City Attorney	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
2218	Fiscal Analyst	C	C-6	525	E	02A	Classified	\$48,661.08	\$72,991.62
2216	Fiscal Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
892	Fiscal Officer	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
2112	Fiscal Operations Administrator	D	D-5	536	E	01C	Unclassified	\$75,276.58	\$127,973.82
850	Fiscal Operations Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
7714	Fleet Acquisitions Administrator	D	D-5	536	E	01C	Unclassified	\$75,276.58	\$127,973.82
7718	Fleet Acquisitions Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
7717	Fleet Maintenance & Equipment Service Advisor	A	A-11	510	N	07D	Classified	\$33,873.06	\$45,951.10
7422	Fleet Maintenance & Equipment Superintendent	D	D-1	532	E	01C	Unclassified	\$43,040.92	\$73,169.46
2057	Fleet Maintenance & Equipment Supervisor	A	A-12	511	E	07C	Classified	\$35,566.96	\$48,249.24
1107	Fleet Maintenance & Operations Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
7970	Fleet Maintenance Superintendent	D	D-1	532	E	01C	Unclassified	\$43,040.92	\$73,169.46
7770	Fleet Maintenance Technician I	A	A-5	504	N	07A	Classified	\$25,276.94	\$34,290.10
7790	Fleet Maintenance Technician II	A	A-9	507	N	07A	Classified	\$29,280.40	\$39,694.46
7722	Fleet Operations Coordinator	C	C-3	522	E	02B	Classified	\$36,559.64	\$54,839.98
7720	Fleet Operations Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
7715	Fleet Services Administrator	D	D-5	536	E	01C	Unclassified	\$75,276.58	\$127,973.82
7723	Fuel Services Coordinator	B	B-10	509	N	05A	Classified	\$32,260.28	\$43,763.72
2043	Gardener	A	A-2	501	N	08B	Classified	\$22,367.28	\$30,342.78
936	General Ledger Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
147	GIS Analyst	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.64
4027	GIS Data Analyst	B	B-12	511	N	03A	Classified	\$35,566.96	\$48,249.24
4029	GIS Data Lead	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
4028	GIS Data Senior Analyst	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.64
4030	GIS Data Supervisor	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12

Highlighted jobs are impacted by the Living Wage, which for FY 2012 is set at \$10.75/hour (\$22.360).

**City of San Antonio**  
**Pay Plan FY 2012**  
As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
136	GIS Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
112	GIS Technician	B	B-8	507	N	03B	Classified	\$29,260.40	\$39,694.46
2132	Grants Administrator	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
844	Grants Management Officer	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
1020	Grants Monitoring & Administration Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
127	Graphics Designer	B	B-12	511	E	03A	Classified	\$35,566.96	\$48,249.24
2187	Head Start Program Administrator	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
206	Health Program Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
282	Health Program Specialist	C	C-1	520	E	02C	Classified	\$30,214.86	\$45,322.16
863	Hearing Officer	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.64
2212	Helicopter Maintenance Supervisor	A	A-18	517	E	07C	Classified	\$47,662.42	\$64,656.10
7180	Helicopter Mechanic	A	A-14	513	N	07A	Classified	\$39,212.68	\$53,195.22
503	Historical Building Enforcement Officer	B	B-12	511	N	05B	Classified	\$35,566.96	\$48,249.24
158	Historical Preservation Officer	E	E-1	540	E	01B	Unclassified	Set by City Manager	Set by City Manager
2044	Horticulturist	C	C-2	521	E	02B	Classified	\$33,236.06	\$49,854.48
1074	Housing & Neighborhood Services Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
979	Housing Loan Coordinator	C	C-4	523	E	02D	Classified	\$40,216.02	\$60,323.64
978	Housing Loan Officer	C	C-2	521	E	02D	Classified	\$33,236.06	\$49,854.48
2180	Human Capital Management Administrator	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
68	Human Resources Administrator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
76	Human Resources Analyst	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.64
1055	Human Resources Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
101	Human Resources Project Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
86	Human Resources Specialist	B	B-11	510	N	05A	Classified	\$33,873.06	\$45,951.10
2165	Human Services Administrator	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
527	HVAC Inspections Supervisor	A	A-19	518	E	07C	Classified	\$50,045.84	\$67,891.20
7616	HVAC Superintendent	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
7630	HVAC Technician I	A	A-5	504	N	07A	Classified	\$25,276.94	\$34,290.10
7650	HVAC Technician II	A	A-9	508	N	07A	Classified	\$30,723.68	\$41,679.30
7070	HVAC Technician Supervisor	A	A-11	510	E	07A	Classified	\$33,873.06	\$45,951.10
835	Information Services Manager	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
894	Information Systems Project Supervisor	C	C-8	527	E	02A	Classified	\$56,880.12	\$86,319.92
2097	Information Technology Portfolio Manager	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
80	Innovation & Reform Manager	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
1062	Intergovernmental Relations Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
53	Intergovernmental Relations Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
1038	International Affairs Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
947	International Affairs Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
950	International Affairs Specialist	C	C-3	522	E	02D	Classified	\$36,556.84	\$54,839.98
74	International Visitor Representative	B	B-5	504	N	06A	Classified	\$25,276.94	\$34,290.10
2022	Investment Officer	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.62
2168	Irrigation Systems Supervisor	A	A-9	508	N	07C	Classified	\$30,723.68	\$41,679.30
4031	IT Architect	C	C-9	528	E	02A	Classified	\$64,768.08	\$97,152.12
4034	IT Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
4036	IT Security Analyst	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12
4037	IT Security Lead	C	C-9	528	E	02A	Classified	\$64,768.08	\$97,152.12
4038	IT Security Supervisor	C	C-10	529	E	02A	Classified	\$71,244.94	\$106,867.28
1024	Judge	E	Set by Council	Set by Council	E	01E	Council Appointed	Set By Council	Set By Council
2164	Juvenile Case Manager Administrator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
2160	Juvenile Court Case Manager	C	C-2	521	E	02A	Classified	\$33,236.06	\$49,854.48
234	Laboratory Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
232	Laboratory Technician II	B	B-7	506	N	03C	Classified	\$27,866.80	\$37,803.74
215	Laboratory Technologist I	C	C-1	520	E	02C	Classified	\$30,214.86	\$45,322.16
216	Laboratory Technologist II	C	C-2	521	E	02C	Classified	\$33,236.06	\$49,854.48
494	Landscape Architect	C	C-6	525	E	02D	Unclassified	\$48,861.08	\$72,991.62
134	Landscape Irrigator	A	A-4	503	N	07D	Classified	\$24,072.86	\$32,657.04
642	Latent Fingerprint Examiner	B	B-9	508	N	04C	Classified	\$30,723.68	\$41,679.30
4006	Lead Business Analyst	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12
4032	Lead IT Architect	C	C-10	529	E	02A	Classified	\$71,244.94	\$106,867.28
57	Legal Administrator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
93	Legal Secretary	B	B-8	507	N	06A	Classified	\$29,260.40	\$39,694.46
954	Librarian I	C	C-3	522	E	02G	Classified	\$36,556.84	\$54,839.98
955	Librarian II	C	C-4	523	E	02G	Classified	\$40,216.02	\$60,323.64
956	Librarian III	C	C-5	524	E	02G	Classified	\$44,237.44	\$66,356.16
963	Librarian IV	C	C-6	525	E	02G	Classified	\$48,861.08	\$72,991.62
2073	Library Assistant	B	B-9	508	N	05A	Classified	\$30,723.68	\$41,679.30
2074	Library Circulation Attendant	B	B-3	502	N	06B	Classified	\$22,927.06	\$31,102.76
1017	Library Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
957	Library Services Administrator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30

Highlighted jobs are impacted by the Living Wage, which for FY 2012 is set at \$10.75/hour (\$22,380).

City of San Antonio

Pay Plan FY 2012

As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
267	Licensed Vocational Nurse	B	B-9	508	N	03C	Classified	\$30,723.68	\$41,879.30
2137	Magistrations Court Coordinator	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.84
4039	Mainframe Application Solutions Analyst	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
4041	Mainframe Applications Solutions Lead	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.92
4040	Mainframe Applications Solutions Senior Analyst	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
4042	Mainframe Applications Solutions Supervisor	C	C-9	528	E	02A	Classified	\$64,768.08	\$97,152.12
4044	Mainframe System Administration Engineer	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12
4043	Mainframe System Administrator	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
7040	Maintenance Crew Leader	A	A-4	503	N	08A	Classified	\$24,072.88	\$32,657.04
2045	Maintenance Crew Leader II	A	A-6	505	N	08A	Classified	\$26,540.28	\$36,003.76
7689	Maintenance Electrician	A	A-6	505	N	07A	Classified	\$26,540.28	\$36,003.76
1068	Management & Budget Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
46	Management Analyst	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.84
45	Management Assistant	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
949	Management Intern	C	C-5	524	E	02A	Unclassified	\$44,237.44	\$66,356.16
2199	Management Services Administrator	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
37	Marketing Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
945	Marketing Specialist	C	C-3	522	E	02D	Classified	\$36,559.64	\$54,839.98
7170	Markings Supervisor	A	A-9	508	E	07C	Classified	\$30,723.68	\$41,879.30
7600	Master Fleet Maintenance Tech	A	A-11	510	N	07A	Classified	\$33,873.06	\$45,951.10
2050	Mechanic I	A	A-4	503	N	07A	Classified	\$24,072.88	\$32,657.04
2051	Mechanic II	A	A-5	504	N	07A	Classified	\$25,276.94	\$34,290.10
2152	Media Relations Manager	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
2143	Merchandising Associate	B	B-5	504	N	05A	Classified	\$25,276.94	\$34,290.10
4046	Messaging System Administration Engineer	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.92
4045	Messaging System Administrator	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
1105	Military Affairs Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
960	Multi-Service Center Supervisor	A	A-14	513	E	08B	Classified	\$39,212.68	\$53,195.22
692	Municipal Court Administrator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
1098	Municipal Court Clerk	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
2138	Municipal Court Coordinator	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.84
2037	Municipal Court Legal Administrator	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
699	Municipal Court Manager	D	D-3	534	E	01C	Unclassified	\$58,921.80	\$96,766.80
59	Municipal Integrity Investigator	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
106	Municipal Records Supervisor	B	B-10	509	N	05A	Classified	\$32,280.28	\$43,763.72
452	Museum Assistant	B	B-2	501	N	06B	Classified	\$22,367.28	\$30,342.78
454	Nature Preserve Officer	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
846	Neighborhood Renewal Manager	D	D-3	534	E	01C	Unclassified	\$58,921.80	\$96,766.80
517	Neighborhood Services Coordinator	D	D-2	533	E	01C	Unclassified	\$49,498.98	\$64,145.10
2170	Neighborhood Services Supervisor	A	A-8	507	E	08A	Classified	\$29,260.40	\$39,694.46
4048	Network Administrator	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.92
4047	Network Analyst	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.84
4049	Network Engineer	C	C-10	529	E	02A	Classified	\$71,244.94	\$106,867.28
984	Nutrition Site Supervisor	B	B-5	504	N	05D	Classified	\$25,276.94	\$34,290.10
286	Nutritionist	C	C-2	521	E	02C	Classified	\$33,236.06	\$49,854.48
2046	Painter	A	A-6	505	N	07A	Classified	\$26,540.28	\$36,003.76
15	Paralegal	B	B-11	510	N	05A	Classified	\$33,873.06	\$45,951.10
2133	Park Community Service Liaison	B	B-8	507	N	05D	Classified	\$29,260.40	\$39,694.46
2134	Park Community Service Liaison Supervisor	B	B-11	510	N	05D	Classified	\$33,873.06	\$45,951.10
673	Park Police Captain	D	D-3	534	E	01C	Unclassified	\$58,921.80	\$96,766.80
627	Park Police Chief	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
2150	Park Police Commander	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
622	Park Police Lieutenant	B	B-19	518	E	04C	Classified	\$50,045.84	\$67,991.20
626	Park Police Officer	B	B-13	512	N	04C	Classified	\$37,344.58	\$50,661.00
625	Park Police Sergeant	B	B-17	516	N	04C	Classified	\$45,393.14	\$61,579.44
610	Parking Attendant	B	B-2	501	N	06B	Classified	\$22,367.28	\$30,342.78
670	Parking Enforcement Officer	B	B-3	502	N	05B	Classified	\$22,927.06	\$31,102.76
675	Parking Enforcement Supervisor	B	B-7	506	E	05B	Classified	\$27,866.80	\$37,803.74
7940	Parking Meter Technician	B	B-2	501	N	03B	Classified	\$22,367.28	\$30,342.78
7960	Parking Meter Technician Supervisor	B	B-5	504	N	03D	Classified	\$25,276.94	\$34,290.10
676	Parking Operations & Enforcement Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
605	Parking Superintendent	D	D-1	532	E	01C	Unclassified	\$43,040.92	\$73,169.46
606	Parking Supervisor	B	B-7	506	E	05B	Classified	\$27,866.80	\$37,803.74
1006	Parks & Recreation Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
2172	Parks and Recreation Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
418	Parks Construction Supervisor	A	A-9	508	E	07C	Classified	\$30,723.68	\$41,879.30
499	Parks Naturalist	C	C-2	521	E	02B	Classified	\$33,236.06	\$49,854.48
409	Parks Operations Supervisor	A	A-15	514	E	06A	Classified	\$41,173.08	\$55,854.50

Highlighted jobs are impacted by the Living Wage, which for FY 2012 is set at \$10.75/hour (\$22,360).

City of San Antonio

Pay Plan FY 2012

As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
2187	Parks Supervisor	A	A-15	514	E	08A	Classified	\$41,173.08	\$55,854.50
904	Payroll Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
2029	Payroll Specialist I	B	B-8	507	N	06A	Classified	\$29,280.40	\$39,894.46
2030	Payroll Specialist II	B	B-11	510	N	06A	Classified	\$33,873.06	\$45,951.10
222	Peer Counselor	B	B-2	501	N	05C	Classified	\$22,367.28	\$30,342.78
48	Performance & Management Specialist	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.92
644	Personnel Investigator	B	B-8	505	N	05A	Classified	\$28,540.28	\$38,003.78
640	Photographer	B	B-10	508	N	03A	Classified	\$32,260.28	\$43,783.72
180	Planner	C	C-3	522	E	02D	Classified	\$36,559.84	\$54,839.98
1011	Development Services Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
2206	Planning Coordinator	C	C-6	525	E	02A	Unclassified	\$48,861.08	\$72,991.82
1008	Planning & Community Development Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
162	Planning Manager	D	D-3	534	E	01C	Unclassified	\$58,921.80	\$96,786.80
573	Plans Coordinator	B	B-11	510	N	03A	Classified	\$33,873.06	\$45,951.10
577	Plans Examiner I	B	B-7	506	N	03A	Classified	\$27,868.80	\$37,803.74
575	Plans Examiner II	B	B-11	510	N	03A	Classified	\$33,873.06	\$45,951.10
7710	Plumber	A	A-7	506	N	07A	Classified	\$27,868.80	\$37,803.74
7780	Plumber Helper	A	A-5	504	N	07B	Classified	\$25,276.94	\$34,290.10
521	Plumbing Inspections Supervisor	A	A-19	518	E	07C	Classified	\$50,045.84	\$67,891.20
7640	Plumbing Supervisor	A	A-17	516	E	07C	Classified	\$45,393.14	\$61,579.44
698	Police Administration & Records Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
602	Police Cadet	B	304	304	N	04C	Classified	\$28,428.00	\$28,428.00
606	Police Captain	C	Contract	Contract	E	02I	Contract	Contract	Contract
1002	Police Chief	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
641	Police Communications Call Taker	B	B-9	508	N	06B	Classified	\$30,723.68	\$41,879.30
616	Police Communications Dispatcher	B	B-12	511	N	06B	Classified	\$35,596.96	\$48,249.24
2082	Police Communications Expediter	B	B-10	509	N	06B	Classified	\$32,280.28	\$43,783.72
2233	Police Communications Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
81	Police Communications Supervisor	B	B-13	512	N	06B	Classified	\$37,344.58	\$50,661.00
603	Police Detective Investigator	B	Contract	Contract	N	04B	Contract	Contract	Contract
605	Police Lieutenant	C	Contract	Contract	E	02I	Contract	Contract	Contract
600	Police Officer	B	Contract	Contract	N	04B	Contract	Contract	Contract
601	Police Officer (Probationary)	B	Contract	Contract	N	04B	Contract	Contract	Contract
604	Police Sergeant	B	Contract	Contract	E	04B	Contract	Contract	Contract
657	Police Services Agent	B	B-2	501	N	04C	Classified	\$22,367.28	\$30,342.78
633	Police Services Officer	B	304	Contract	N	04B	Classified	Contract	Contract
653	Police Services Supervisor	B	B-11	510	E	04C	Classified	\$33,873.06	\$45,951.10
1023	Presiding Judge	E	Set by Council	Set By Council	E	01E	Council Appointed	Set By Council	Set By Council
2205	Principal Planner	C	C-7	528	E	02A	Unclassified	\$53,527.24	\$80,291.12
7514	Print Shop Supervisor	A	A-11	510	E	07C	Classified	\$33,873.06	\$45,951.10
2052	Printer	A	A-5	504	N	07A	Classified	\$25,276.94	\$34,290.10
2193	Procurement Administrator	D	D-5	538	E	01C	Unclassified	\$75,278.58	\$127,973.82
2192	Procurement Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
2189	Procurement Specialist I	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
2190	Procurement Specialist II	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
2181	Procurement Specialist III	C	C-7	528	E	02A	Classified	\$53,527.24	\$80,291.12
914	Program Counselor	B	B-4	503	N	05D	Classified	\$24,072.88	\$32,657.04
918	Program Manager	C	C-4	523	E	02D	Classified	\$40,216.02	\$60,323.64
887	Programmer/Analyst II	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
154	Project Control Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
99	Project Development Manager	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
2130	Project Management Manager	D	D-5	538	E	01C	Unclassified	\$75,278.58	\$127,973.82
919	Project Management Specialist	C	C-1	520	E	02D	Classified	\$30,214.86	\$45,322.16
2128	Project Manager	C	C-7	528	E	02A	Unclassified	\$53,527.24	\$80,291.12
18	Property Room Attendant	B	B-2	501	N	06B	Classified	\$22,367.28	\$30,342.78
19	Property Room Supervisor	B	B-15	514	E	06C	Classified	\$41,173.08	\$55,854.50
264	Psychologist	C	C-9	528	E	02A	Unclassified	\$64,768.08	\$97,152.12
2131	Public Art Specialist	C	C-2	521	E	02A	Classified	\$33,236.06	\$49,854.48
2207	Public Arts Manager	D	D-3	534	E	01C	Unclassified	\$58,921.80	\$96,786.80
250	Public Health Administrator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
2188	Public Health Advisor	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
239	Public Health Aide	B	B-2	501	N	05C	Classified	\$22,367.28	\$30,342.78
270	Public Health Dentist	C	C-9	528	E	02K	Unclassified	\$64,768.08	\$97,152.12
1005	Public Health Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
246	Public Health Nurse	C	C-4	523	E	02J	Classified	\$40,216.02	\$60,323.64
247	Public Health Nursing Supervisor	C	C-6	525	E	02J	Classified	\$48,861.08	\$72,991.82
71	Public Information Officer	C	C-3	522	E	02D	Classified	\$36,559.84	\$54,839.98
80	Public Relations Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
2064	Public Service Associate	B	B-2	501	N	06B	Classified	\$22,367.28	\$30,342.78

Highlighted jobs are impacted by the Living Wage, which for FY 2012 is set at \$10.75/hour (\$22.360).



City of San Antonio

Pay Plan FY 2012

As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
2058	Public Service Attendant Supervisor	A	A-4	503	N	08A	Classified	\$24,072.88	\$32,857.04
2203	Public Utilities Administrator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
840	Public Utilities Manager	D	D-3	534	E	01C	Unclassified	\$58,921.80	\$98,768.80
7283	Public Works Assistant Operations Manager	D	D-3	534	E	01C	Unclassified	\$58,921.80	\$98,768.80
1004	Public Works Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
2215	Public Works Operations Lead	A	A-9	508	N	07A	Classified	\$30,723.68	\$41,879.30
7281	Public Works Operations Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
7250	Public Works Operations Superintendent	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
2214	Public Works Operations Supervisor	A	A-11	510	N	07A	Classified	\$33,873.06	\$45,951.10
7800	Pump Mechanic Supervisor	A	A-7	508	E	07C	Classified	\$27,868.80	\$37,803.74
1025	Purchasing & Contract Services Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
2103	Purchasing/Contract Operations Administrator	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
4051	Radio Services Analyst	C	C-2	521	E	02B	Classified	\$33,236.06	\$49,854.48
4052	Radio Services Engineer	C	C-7	528	E	02B	Classified	\$53,527.24	\$80,291.12
4053	Radio Services Supervisor	C	C-4	523	E	02B	Classified	\$40,216.02	\$60,323.84
4050	Radio Services Technician	B	B-9	508	N	05B	Classified	\$30,723.68	\$41,879.30
693	Radio Services Technician I	B	B-7	506	N	03B	Classified	\$27,868.80	\$37,803.74
690	Radio Services Technician II	B	B-6	505	N	03B	Classified	\$26,540.28	\$36,003.76
182	Rate Analyst	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
149	Real Estate Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
151	Real Estate Specialist	C	C-2	521	E	02B	Classified	\$33,236.06	\$49,854.48
126	Real Estate Supervisor	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
7	Records Supervisor	B	B-8	505	E	06B	Classified	\$26,540.28	\$36,003.76
2066	Recreation Coordinator	B	B-10	509	E	05D	Classified	\$32,260.28	\$43,763.72
2173	Recreation Instructor	C	C-1	520	E	02D	Classified	\$30,214.86	\$45,322.16
450	Recreation Specialist	B	B-4	503	N	05D	Classified	\$24,072.88	\$32,857.04
2174	Recreation Supervisor	B	B-10	509	E	05D	Classified	\$32,260.28	\$43,763.72
2234	Redevelopment Officer	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
288	Registered Dietician	C	C-4	523	E	02C	Classified	\$40,216.02	\$60,323.84
2107	Rescue-Foster Coordinator	B	B-9	508	N	05D	Classified	\$30,723.68	\$41,879.30
108	Rigger	B	B-10	509	N	03B	Classified	\$32,260.28	\$43,763.72
107	Rigging Assistant	B	B-6	505	N	03B	Classified	\$26,540.28	\$36,003.76
7276	Right of Way Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
858	Risk & Safety Manager	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
2001	Risk Analyst	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.88
91	Safety Specialist	C	C-1	520	E	02A	Classified	\$30,214.86	\$45,322.16
51	Sales & Marketing Administrator	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
2144	Sales Manager	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
200	Sanitarian I	B	B-12	511	N	05C	Classified	\$35,566.96	\$48,249.24
202	Sanitarian II	B	B-15	514	N	05C	Classified	\$41,173.08	\$55,854.50
203	Sanitarian Services Manager	D	D-3	534	E	01C	Unclassified	\$58,921.80	\$98,768.80
4054	SAP Basis Administrator	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12
4056	SAP Business Solutions Analyst	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
4058	SAP Business Solutions Lead	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.92
4057	SAP Business Solutions Senior Analyst	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
4059	SAP Business Solutions Supervisor	C	C-9	528	E	02A	Classified	\$64,788.08	\$97,152.12
4060	SAP Development Analyst	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.92
4062	SAP Development Lead	C	C-11	530	E	02A	Classified	\$78,368.84	\$117,553.54
4061	SAP Development Senior Analyst	C	C-9	528	E	02A	Classified	\$64,788.08	\$97,152.12
4063	SAP Development Supervisor	C	C-12	531	E	02A	Classified	\$86,206.64	\$129,308.92
624	School Crossing Guard Supervisor	A	A-4	503	N	06A	Classified	\$24,072.88	\$32,857.04
651	Security Guard Chief	B	B-9	508	E	04C	Classified	\$30,723.68	\$41,879.30
634	Security Guard I	B	B-2	501	N	04C	Classified	\$22,367.28	\$30,342.78
635	Security Guard II	B	B-4	503	N	04C	Classified	\$24,072.88	\$32,857.04
2219	Senior Accountant	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.84
868	Senior Accounting Clerk	B	B-5	504	N	06A	Classified	\$25,276.94	\$34,290.10
42	Senior Administrative Assistant	C	C-2	521	E	02A	Classified	\$33,236.06	\$49,854.48
2123	Senior Architect	C	C-9	528	E	02A	Unclassified	\$64,788.08	\$97,152.12
7743	Senior Audio Visual Technician	B	B-8	507	N	03B	Classified	\$28,280.40	\$39,894.48
102	Senior Budget & Management Analyst	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
2186	Senior Budget Program Specialist	C	C-9	528	E	02A	Classified	\$64,788.08	\$97,152.12
501	Senior Building Inspector	A	A-15	514	N	07C	Classified	\$41,173.08	\$55,854.50
7590	Senior Building Maintenance Mechanic	A	A-5	504	N	07D	Classified	\$25,276.94	\$34,290.10
7890	Senior Building Maintenance Supervisor	A	A-16	515	E	06A	Classified	\$43,231.50	\$58,647.16
4007	Senior Business Analyst	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
803	Senior Cashier	B	B-4	503	N	06A	Classified	\$24,072.88	\$32,857.04
975	Senior Circulation Attendant	B	B-4	503	N	06B	Classified	\$24,072.88	\$32,857.04
2077	Senior Code Enforcement Officer	B	B-12	511	N	05D	Classified	\$35,566.96	\$48,249.24

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City of San Antonio

Pay Plan FY 2012

As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
837	Senior Communications Operator	B	B-9	508	N	06B	Classified	\$30,723.88	\$41,879.30
555	Senior Construction Inspector	A	A-15	514	N	07D	Classified	\$41,173.08	\$55,854.50
645	Senior Crime Analyst	B	B-9	508	N	06A	Classified	\$30,723.88	\$41,879.30
2007	Senior Crime Scene Investigator	B	B-16	515	N	04C	Classified	\$43,231.50	\$58,847.16
910	Senior Customer Service Representative	B	B-4	503	N	06A	Classified	\$24,072.88	\$32,657.04
4022	Senior Database Administrator	C	C-9	528	E	02A	Classified	\$64,768.08	\$97,152.12
851	Senior Department Systems Specialist	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
2201	Senior Deputy City Marshal	B	B-17	516	N	04C	Classified	\$45,393.14	\$61,579.44
7173	Senior Deputy Court Clerk	B	B-13	512	N	04C	Classified	\$37,344.58	\$50,661.00
2088	Senior Development Services Representative	B	B-4	503	N	05B	Classified	\$24,072.88	\$32,657.04
532	Senior Development Services Specialist	B	B-12	511	N	05A	Classified	\$35,566.96	\$48,249.24
923	Senior Economic Development Specialist	C	C-6	525	E	02D	Classified	\$48,661.08	\$72,991.82
513	Senior Electrical/Sign Inspector	A	A-15	514	N	07C	Classified	\$41,173.08	\$55,854.50
7450	Senior Electrician	A	A-9	508	N	07A	Classified	\$30,723.88	\$41,879.30
7177	Senior Electronic Technician	B	B-10	509	N	03B	Classified	\$32,260.28	\$43,763.72
948	Senior Emergency Management Specialist	C	C-3	522	E	02A	Classified	\$36,559.84	\$54,839.98
142	Senior Engineer	D	D-5	536	E	02E	Unclassified	\$75,278.58	\$127,973.82
143	Senior Engineering Associate	C	C-6	525	E	02A	Classified	\$48,661.08	\$72,991.82
132	Senior Engineering Technician	B	B-12	511	N	03B	Classified	\$35,566.96	\$48,249.24
237	Senior Environmental Protection Officer	C	C-4	523	E	02C	Classified	\$40,218.02	\$60,323.64
7420	Senior Equipment Operator	A	A-7	506	N	07D	Classified	\$27,866.80	\$37,803.74
177	Senior Events Services Coordinator	C	C-4	523	E	02A	Classified	\$40,218.02	\$60,323.64
1066	Senior Executive Secretary	B	B-11	510	N	06A	Unclassified	\$33,873.06	\$45,951.10
146	Senior GIS Analyst	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
113	Senior GIS Technician	B	B-10	509	N	03A	Classified	\$32,260.28	\$43,763.72
489	Senior Horticulturist	C	C-3	522	E	02B	Classified	\$36,559.84	\$54,839.98
830	Senior Human Resources Administrator	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
100	Senior Human Resources Analyst	C	C-6	525	E	02A	Classified	\$48,661.08	\$72,991.82
438	Senior Human Resources Specialist	B	B-13	512	N	05A	Classified	\$37,344.58	\$50,661.00
528	Senior HVAC Inspector	A	A-15	514	N	07C	Classified	\$41,173.08	\$55,854.50
7820	Senior HVAC Technician	A	A-10	509	N	07A	Classified	\$32,260.28	\$43,763.72
2078	Senior International Affairs Specialist	C	C-6	525	E	02A	Classified	\$48,661.08	\$72,991.82
4035	Senior IT Manager	D	D-5	536	E	01C	Unclassified	\$75,278.58	\$127,973.82
2181	Senior Juvenile Court Case Manager	C	C-3	522	E	02C	Classified	\$36,559.84	\$54,839.98
999	Senior Management Analyst	C	C-6	525	E	02A	Classified	\$48,661.08	\$72,991.82
2210	Senior Management Assistant	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12
997	Senior Management Coordinator	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12
2102	Senior Municipal Integrity Investigator	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12
9	Senior Office Assistant	B	B-2	501	N	06A	Classified	\$22,367.28	\$30,342.78
58	Senior Performance & Management Specialist	C	C-9	528	E	02A	Classified	\$64,768.08	\$97,152.12
161	Senior Planner	C	C-5	524	E	02D	Classified	\$44,237.44	\$66,356.16
576	Senior Plans Examiner	B	B-13	512	N	03A	Classified	\$37,344.58	\$50,661.00
522	Senior Plumbing Inspector	A	A-15	514	N	07C	Classified	\$41,173.08	\$55,854.50
652	Senior Police Services Agent	B	B-9	508	N	04C	Classified	\$30,723.88	\$41,879.30
888	Senior Programmer/Analyst	C	C-6	525	E	02A	Unclassified	\$48,661.08	\$72,991.82
912	Senior Project Management Specialist	C	C-1	520	E	02D	Classified	\$30,214.86	\$45,322.16
2129	Senior Project Manager	C	C-9	528	E	02A	Unclassified	\$64,768.08	\$97,152.12
244	Senior Public Health Nurse	C	C-5	524	E	02J	Classified	\$44,237.44	\$66,356.16
261	Senior Public Health Physician	C	C-12	531	E	02K	Unclassified	\$88,206.64	\$129,308.92
73	Senior Public Information Officer	C	C-5	524	E	02D	Classified	\$44,237.44	\$66,356.16
2065	Senior Public Service Associate	B	B-4	503	N	06B	Classified	\$24,072.88	\$32,657.04
125	Senior Real Estate Specialist	C	C-5	524	E	02B	Classified	\$44,237.44	\$66,356.16
849	Senior Records Technician	B	B-2	501	N	06A	Classified	\$22,367.28	\$30,342.78
451	Senior Recreation Specialist	C	C-1	520	E	02D	Classified	\$30,214.86	\$45,322.16
833	Senior Risk Analyst	C	C-6	525	E	02A	Classified	\$48,661.08	\$72,991.82
2122	Senior Sales Manager	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12
204	Senior Sanitarian	B	B-17	516	E	05E	Classified	\$45,393.14	\$61,579.44
4055	Senior SAP Basis Administrator	C	C-10	529	E	02A	Classified	\$71,244.94	\$106,887.28
2135	Senior Services Manager	C	C-6	525	E	02A	Classified	\$48,661.08	\$72,991.82
95	Senior Special Projects Manager	D	D-4	535	E	01C	Unclassified	\$65,459.04	\$111,281.30
2069	Senior Stock Clerk	B	B-3	502	N	06B	Classified	\$22,927.06	\$31,102.76
821	Senior Systems Programmer	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12
87	Services & Supply Superintendent	D	D-1	532	E	01C	Unclassified	\$43,040.92	\$73,169.46
2145	Services Manager	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
7012	Side Loader Equipment Operator	A	A-7	506	N	07D	Classified	\$27,866.80	\$37,803.74
119	Sign Fabricator	A	A-6	505	N	07A	Classified	\$28,540.28	\$38,003.78
7185	Sign Technician Supervisor	A	A-10	509	E	07C	Classified	\$32,260.28	\$43,763.72
7950	Signs & Markings Superintendent	D	D-1	532	E	01C	Unclassified	\$43,040.92	\$73,169.46
906	Social Services Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$86,766.80
832	Software Specialist	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16

Highlighted jobs are impacted by the Living Wage, which for FY 2012 is set at \$10.75/hour (\$22,360).

City of San Antonio

Pay Plan FY 2012

As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
7280	Solid Waste Collection Route Supervisor	A	A-12	511	E	05A	Classified	\$35,566.96	\$48,249.24
7011	Solid Waste Collection Truck Driver	A	A-4	503	N	06B	Classified	\$24,072.88	\$32,657.04
7010	Solid Waste Collection Worker	A	A-3	502	N	08B	Classified	\$22,927.06	\$31,102.76
7271	Solid Waste District Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
1087	Solid Waste Management Director	E	E-2	541	E	01A	Unclassified	Set by City Manager	Set by City Manager
7265	Solid Waste Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
7272	Solid Waste Recycling Coordinator	C	C-2	521	E	02A	Classified	\$33,236.06	\$49,854.46
7013	Solid Waste Route Inspector	B	B-6	505	N	05A	Classified	\$28,540.28	\$36,003.76
47	Special Activities Coordinator	B	B-11	510	N	05A	Classified	\$33,873.06	\$45,951.10
471	Special Programs Supervisor	C	C-1	520	E	02D	Classified	\$30,214.66	\$45,322.16
866	Special Projects Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
7741	Stage Manager	B	B-6	507	N	03D	Classified	\$29,260.40	\$39,694.46
21	Stock Clerk	B	B-2	501	N	06B	Classified	\$22,367.28	\$30,342.78
28	Stock Control Crew Leader	B	B-5	504	N	06B	Classified	\$25,276.94	\$34,290.10
28	Stock Control Supervisor	B	B-12	511	E	06C	Classified	\$35,566.96	\$48,249.24
7260	Street Cleaning Supervisor	A	A-10	509	E	08A	Classified	\$32,260.28	\$43,763.72
7100	Street Maintenance Supervisor	A	A-10	509	E	08A	Classified	\$32,260.28	\$43,763.72
9101	Student Intern I	Temp	Temp	400	N	05A	Unclassified	\$18,200.00	\$24,690.00
9104	Student Intern I (Unpaid)	Temp	Temp	499	N	05A	Unclassified	Unpaid	Unpaid
9102	Student Intern II	Temp	Temp	405	N	05A	Unclassified	\$24,665.00	\$33,461.00
9105	Student Intern II (Unpaid)	Temp	Temp	499	N	05A	Unclassified	Unpaid	Unpaid
9103	Student Intern III	Temp	Temp	405	N	05A	Unclassified	\$24,665.00	\$33,461.00
9106	Student Intern III (Unpaid)	Temp	Temp	499	N	05A	Unclassified	Unpaid	Unpaid
110	Survey Party Chief	B	B-6	505	N	03B	Classified	\$26,540.28	\$36,003.76
111	Surveying Supervisor	B	B-15	514	E	03B	Classified	\$41,173.06	\$55,854.50
2066	Surveyor	B	B-3	502	N	03B	Classified	\$22,927.06	\$31,102.76
437	Swimming Pool Supervisor	A	A-4	503	N	08A	Classified	\$24,072.88	\$32,657.04
4064	System Administration Analyst	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
4066	System Administration Engineer	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.92
4065	System Administrator	C	C-6	525	E	02A	Classified	\$48,661.08	\$72,991.62
820	Systems Programming Supervisor	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.92
831	Tax Assessor/Collector Administrator	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
2104	Technical Security Manager	D	D-5	536	E	01C	Unclassified	\$75,276.58	\$127,973.82
7742	Technical Systems Supervisor	B	B-10	509	N	03D	Classified	\$32,260.28	\$43,763.72
4068	Technical Writing Analyst	B	B-11	510	N	03A	Classified	\$33,873.06	\$45,951.10
4069	Technical Writing Lead	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
4067	Technical Writing Technician	B	B-9	508	N	03A	Classified	\$30,723.68	\$41,879.30
4070	Technology Expert	C	C-12	531	E	02A	Unclassified	\$66,206.64	\$129,308.92
4072	Telecommunications Administrator	C	C-6	527	E	02A	Classified	\$58,880.12	\$88,319.92
4071	Telecommunications Analyst	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.64
4073	Telecommunications Engineer	C	C-10	529	E	02A	Classified	\$71,244.94	\$106,867.28
86	Telecommunications Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
696	Telecommunications Systems Supervisor	B	B-15	514	E	03D	Classified	\$41,173.06	\$55,854.50
695	Telecommunications Technician	B	B-12	511	N	03B	Classified	\$35,566.96	\$48,249.24
7745	Television Director	B	B-9	508	N	03B	Classified	\$30,723.68	\$41,879.30
183	Television Programming Coordinator	B	B-13	512	N	03D	Classified	\$37,344.58	\$50,661.00
9005	Temporary Employee	Temp	Temp	400	N	06B	Unclassified	\$18,200.00	\$24,690.00
9002	Temporary Office Clerical Employee	Temp	Temp	400	N	06B	Unclassified	\$18,200.00	\$24,690.00
9003	Temporary Summer Employee	Temp	Temp	400	N	06B	Unclassified	\$18,200.00	\$24,690.00
474	Therapeutic Recreation Program Supervisor	C	C-3	522	E	02D	Classified	\$36,559.64	\$54,839.98
476	Therapeutic Recreation Specialist	B	B-6	505	N	05D	Classified	\$28,540.28	\$36,003.76
2031	Time and Attendance Coordinator	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
2222	Time and Attendance Manager	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
2197	Time and Attendance Specialist	B	B-5	504	N	06A	Classified	\$25,276.94	\$34,290.10
7765	Tire Repairer	A	A-2	501	N	08B	Classified	\$22,367.28	\$30,342.78
887	Traffic Analyst	B	B-5	504	N	05A	Classified	\$25,276.94	\$34,290.10
152	Traffic Engineer	C	C-12	531	E	02E	Unclassified	\$66,206.64	\$129,308.92
7205	Traffic Operations Manager	D	D-4	535	E	01C	Unclassified	\$65,459.94	\$111,281.30
2070	Traffic Signal Technician	B	B-9	508	N	03B	Classified	\$30,723.68	\$41,879.30
7179	Traffic Signals Superintendent	D	D-2	533	E	01C	Unclassified	\$49,496.98	\$84,145.10
7210	Traffic Signals Supervisor	A	A-12	511	E	07C	Classified	\$35,566.96	\$48,249.24
92	Training Officer	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
566	Transportation Inspector I	B	B-4	503	N	05B	Classified	\$24,072.88	\$32,657.04
567	Transportation Inspector II	B	B-6	505	N	05B	Classified	\$26,540.28	\$36,003.76
2230	Transportation Planner	C	C-3	522	E	02A	Classified	\$36,559.64	\$54,839.98
2232	Transportation Planning Manager	D	D-3	534	E	01C	Unclassified	\$56,921.80	\$96,766.80
2231	Transportation Senior Planner	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
568	Transportation Services Manager	D	D-1	532	E	01C	Unclassified	\$43,040.92	\$73,169.46
408	Tree Preservation/ Landscape Inspector	A	A-11	510	N	07D	Classified	\$33,873.06	\$45,951.10
7370	Truck Driver	A	A-3	502	N	08B	Classified	\$22,927.06	\$31,102.76

**City of San Antonio**  
**Pay Plan FY 2012**  
As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
4075	UNIX System Administration Engineer	C	C-11	530	E	02A	Classified	\$78,388.94	\$117,553.54
4074	UNIX System Administrator	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.92

City of San Antonio

Pay Plan FY 2012

As of October 1, 2011

Job Class	Job Title	Plan	Grade	Pay Range	FLSA	EEO	Civil Service	Range Minimum	Range Maximum
7275	Utility Coordinator	C	C-3	522	E	02A	Classified	\$36,559.84	\$54,839.98
254	Vector Control Technician	B	B-6	505	N	03C	Classified	\$26,540.28	\$36,003.76
213	Veterinarian	C	C-9	528	E	02K	Unclassified	\$64,788.08	\$97,152.12
209	Veterinary Technician	B	B-3	502	N	03C	Classified	\$22,927.06	\$31,102.76
643	Video Production Technician	B	B-11	510	N	03B	Classified	\$33,873.06	\$45,951.10
4076	Virtual System Administration Analyst	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
4078	Virtual System Administration Engineer	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.82
4077	Virtual System Administrator	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
32	Visitor Services Supervisor	B	B-6	505	E	05A	Classified	\$26,540.28	\$36,003.76
427	Volunteer Services Supervisor	B	B-9	508	E	05D	Classified	\$30,723.88	\$41,879.30
4079	Web Applications Solutions Analyst	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
4081	Web Applications Solutions Lead	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.82
4080	Web Applications Solutions Senior Analyst	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
4082	Web Applications Solutions Supervisor	C	C-9	528	E	02A	Classified	\$64,788.08	\$97,152.12
4083	Web Design Analyst	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16
4085	Web Design Lead	C	C-8	527	E	02A	Classified	\$58,880.12	\$88,319.82
4084	Web Design Senior Analyst	C	C-6	525	E	02A	Classified	\$48,861.08	\$72,991.82
7750	Welder	A	A-8	507	N	07A	Classified	\$29,280.40	\$39,894.46
4086	Windows System Administration Analyst	C	C-4	523	E	02A	Classified	\$40,216.02	\$60,323.64
4088	Windows System Administration Engineer	C	C-7	526	E	02A	Classified	\$53,527.24	\$80,291.12
4087	Windows System Administrator	C	C-5	524	E	02A	Classified	\$44,237.44	\$66,356.16

# Attachment XLV

## Health Premiums

### FY 2012 Adopted Monthly Premiums Civilian Employees

Health Plan	Hired Before	Hired After
	Jan. 1, 2009	Jan. 1, 2009
<b>Value PPO</b>		
Employee Only	\$7	\$12
Employee + Child(ren)	\$18	\$83
Employee + Spouse	\$72	\$192
Employee + Family	\$92	\$250
<b>Standard PPO</b>		
Employee Only	\$27	\$79
Employee + Child(ren)	\$70	\$199
Employee + Spouse	\$141	\$331
Employee + Family	\$185	\$449
<b>Premier PPO</b>		
Employee Only	\$112	\$186
Employee + Child(ren)	\$245	\$418
Employee + Spouse	\$374	\$595
Employee + Family	\$509	\$825

# Attachment XLVI



## Health Premiums

### FY 2012 Adopted Monthly Premiums Retirees (Non Medicare Eligible) Hired Before October 1, 2007

Health Plan	Years of Service			
	30+ years	25-29 Years	20-24 Years	19 & Under
<b>Value PPO</b>				
Retiree Only	\$235	\$258	\$278	\$350
Retiree + One	\$439	\$462	\$510	\$678
Retiree + Two or more	\$612	\$647	\$716	\$956
<b>Standard PPO</b>				
Retiree Only	\$264	\$276	\$297	\$375
Retiree + One	\$501	\$529	\$584	\$776
Retiree + Two or more	\$688	\$726	\$804	\$1,076
<b>Premier PPO</b>				
Retiree Only	\$352	\$367	\$399	\$508
Retiree + One	\$649	\$685	\$758	\$1,014
Retiree + Two or more	\$795	\$841	\$933	\$1,254

## Health Premiums

### FY 2012 Adopted Monthly Premiums for Retirees Hired Before October 1, 2007 (Medicare Eligible)

Health Plan	Years of Service			
	30+ years	25-29 Years	20-24 Years	19 & Under
<b>PPO</b>				
Retiree Only	\$91	\$100	\$106	\$136
Retiree + One	\$182	\$200	\$212	\$273
Retiree + Two or more	\$273	\$300	\$319	\$409
<b>HMO</b>				
Retiree Only	\$61	\$67	\$71	\$86
Retiree + One	\$114	\$122	\$138	\$204
Retiree + Two or more	\$171	\$184	\$209	\$288

# Attachment XLVII

**PERSONNEL SCHEDULE  
BY FUND AND DEPARTMENT  
FY 2012 ADOPTED BUDGET**

	<i>Effective 10/01/2011</i>	<i>Effective 01/01/2012</i>	<i>Effective 07/01/12</i>
<b>GENERAL FUND</b>	<b>FY 2012 ADOPTED</b>	<b>FY 2012 ADOPTED</b>	<b>FY 2012 ADOPTED</b>
Animal Care Services	129	129	129
Center City Development	10	10	10
City Attorney	79	79	79
City Auditor	22	22	22
City Clerk	22	22	22
City Manager	18	18	18
Code Enforcement Services <sup>2</sup>	134	134	134
Communications & Public Affairs	17	17	17
Customer Service & 311 System	64	64	64
Downtown Operations	64	64	64
Economic Development	26	26	26
Finance	94	97	97
Fire	1,777	1,773	1,773
Health	132	132	132
Human Resources	42	42	42
Human Services	122	122	122
Intergovernmental Relations	6	6	6
Library	533	530	530
Management & Budget	26	26	26
Mayor & Council	18	18	18
Municipal Court	196	196	196
Non-Departmental/Non-Operating	7	7	7
Parks & Recreation	748	744	713
Planning & Community Development	1	0	0
Police	2,918	2,913	2,913
Public Works	349	330	330
<b>TOTAL GENERAL FUND</b>	<b>7,554</b>	<b>7,521</b>	<b>7,490</b>

	<i>Effective 10/01/2011</i>	<i>Effective 01/01/2012</i>	<i>Effective 07/01/12</i>
<b>OTHER FUNDS</b>	<b>FY 2012 ADOPTED</b>	<b>FY 2012 ADOPTED</b>	<b>FY 2012 ADOPTED</b>
Advanced Transportation District Fund	24	24	24
Aviation Fund	493	489	489
Capital Improvements Management Services Fund	212	212	212
Child Safety Fund	262	262	262
Community & Visitor Facilities Fund	324	322	322
Convention & Visitors Bureau Fund	131	131	131
Cultural Affairs Fund	12	12	12
Development Services Fund	250	252	252
Expendable Trust (San Jose Burial)	0	0	0
Facility Services Fund	104	105	105
Information Technology Services Fund	229	229	229
International Center Fund	0	0	0
Juvenile Case Manager Fund	10	10	10
Market Square Fund	8	8	8
Municipal Courts Security Fund	9	9	9
Municipal Courts Technology Fund	1	1	1
Official City Store Fund	10	10	10
Parking Facilities Fund	95	94	94
Purchasing & General Services Fund	214	215	215
Self Insurance Funds	66	68	68
Solid Waste Fund <sup>1</sup>	545	544	544
South Texas Business Fund	0	0	0
Storm Water Operations Fund	273	273	273
Storm Water Regional Facilities Fund	8	8	8
Streets Right of Way Management Fund	19	19	19
TIF Unit Fund	8	8	8
Tree Mitigation Fund	1	1	1
Westside Development Corporation Fund	1	1	1
Grant Funds	610	610	610
<b>TOTAL OTHER FUNDS</b>	<b>3,919</b>	<b>3,917</b>	<b>3,917</b>
<b>TOTAL ALL FUNDS</b>	<b>11,473</b>	<b>11,438</b>	<b>11,407</b>

<sup>1</sup> Includes 7 positions from the Office of Environmental Policy

<sup>2</sup> Code Enforcement Services is reorganized as a division of Development Services Department

	<i>Effective 10/01/2011</i>	<i>Effective 01/01/2012</i>	<i>Effective 07/01/12</i>
	<b>FY 2012 ADOPTED</b>	<b>FY 2012 ADOPTED</b>	<b>FY 2012 ADOPTED</b>
Alternate Services Employee Fund	2,196	2,196	2,196

# Attachment XLVIII

**Table 5**

**CAPITAL IMPROVEMENTS PROGRAM BY REVENUE SOURCE-INITIAL PLAN  
For FY 2012 Through FY 2017  
(Dollars in Thousands)**

<b>REVENUE SOURCE/DEPARTMENT/PROJECT</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>TOTAL</b>
<b>2001 GENERAL AIRPORT REVENUE BONDS</b>							
AVIATION							
AIRPORT OPERATIONS OFFICES	230	0	0	0	0	0	230
TOTAL AVIATION	<u>230</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>230</u>
<b>TOTAL 2001 GENERAL AIRPORT REVENUE BONDS</b>	<b><u>230</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>230</u></b>
<b>2006 CERTIFICATES OF OBLIGATION</b>							
CAPITAL IMPROVEMENTS MGMT SVCS							
VILLA CORONADO PARK IMPROVEMENTS	200	0	0	0	0	0	200
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	<u>200</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>200</u>
FIRE AND EMS							
FIRE SERVICES / LOGISTICS FACILITY	27	0	0	0	0	0	27
TOTAL FIRE AND EMS	<u>27</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>27</u>
PARKS AND RECREATION							
MENDOZA PARK IMPROVEMENTS	100	0	0	0	0	0	100
TOTAL PARKS AND RECREATION	<u>100</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>100</u>
<b>TOTAL 2006 CERTIFICATES OF OBLIGATION</b>	<b><u>327</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>327</u></b>
<b>2007 AIRPORT PASSENGER FACILITY CHARGE BONDS</b>							
AVIATION							
RESIDENTIAL ACOUSTICAL TREATMENT PROGRAM	302	0	0	0	0	0	302
TOTAL AVIATION	<u>302</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>302</u>
<b>TOTAL 2007 AIRPORT PASSENGER FACILITY CHARGE BONDS</b>	<b><u>302</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>302</u></b>
<b>2007 GENERAL AIRPORT REVENUE BONDS</b>							
AVIATION							
TERMINAL A RENOVATIONS AND REFURBISHMENT	3,434	0	0	0	0	0	3,434
TOTAL AVIATION	<u>3,434</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,434</u>
<b>TOTAL 2007 GENERAL AIRPORT REVENUE BONDS</b>	<b><u>3,434</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>3,434</u></b>

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>2007 GO DRAINAGE IMPROVEMENT BOND</b>							
CAPITAL IMPROVEMENTS MGMT SVCS							
INDIAN CREEK CHANNEL IMPROVEMENTS	200	0	0	0	0	0	200
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	<u>200</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>200</u>
<b>TOTAL 2007 GO DRAINAGE IMPROVEMENT BOND</b>	<b>200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200</b>
<b>2009 ISSUED TAX NOTES</b>							
LIBRARY							
LIBRARY DEFERRED MAINTENANCE	1,600	0	0	0	0	0	1,600
TOTAL LIBRARY	<u>1,600</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,600</u>
<b>TOTAL 2009 ISSUED TAX NOTES</b>	<b>1,600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,600</b>
<b>2009 TAX NOTES</b>							
CAPITAL IMPROVEMENTS MGMT SVCS							
EASTSIDE INFRASTRUCTURE IMPROVEMENTS	300	0	0	0	0	0	300
WESTSIDE INFRASTRUCTURE IMPROVEMENTS	300	0	0	0	0	0	300
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	<u>600</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>600</u>
<b>TOTAL 2009 TAX NOTES</b>	<b>600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>600</b>
<b>2010 GENERAL AIRPORT REVENUE BONDS</b>							
AVIATION							
TERMINAL A CAMPUS IT MODERNIZATION	2,014	0	0	0	0	0	2,014
TERMINAL A RENOVATIONS AND REFURBISHMENT	20,607	0	0	0	0	0	20,607
TOTAL AVIATION	<u>22,621</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>22,621</u>
<b>TOTAL 2010 GENERAL AIRPORT REVENUE BONDS</b>	<b>22,621</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,621</b>
<b>2010 ISSUED CERTIFICATES OF OBLIGATION</b>							
FIRE AND EMS							
FIRE SERVICES / LOGISTICS FACILITY	689	0	0	0	0	0	689
TOTAL FIRE AND EMS	<u>689</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>689</u>
<b>TOTAL 2010 ISSUED CERTIFICATES OF OBLIGATION</b>	<b>689</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>689</b>

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**2010 PASSENGER FACILITY CHARGE BONDS**

AVIATION

APRON AND UTILITIES	0	0	77	0	0	0	77
RESIDENTIAL ACOUSTICAL TREATMENT PROGRAM	1,698	2,000	2,000	2,000	0	0	7,698
TOTAL AVIATION	1,698	2,000	2,077	2,000	0	0	7,775
<b>TOTAL 2010 PASSENGER FACILITY CHARGE BONDS</b>	<b>1,698</b>	<b>2,000</b>	<b>2,077</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>7,775</b>

**2010 TAX NOTE, AIRPORT**

AVIATION

REHABILITATE WEST CARGO FACILITIES	0	280	2,600	0	0	0	2,880
RUNWAY 12R RECONSTRUCTION	67	0	0	0	0	0	67
TAXIWAY G RECONSTRUCTION, PHASE I	463	0	0	0	0	0	463
TERMINAL A CAMPUS IT MODERNIZATION	2,476	0	0	0	0	0	2,476
TERMINAL A CUTOVER	0	1,557	0	0	0	0	1,557
TERMINAL A RENOVATIONS AND REFURBISHMENT	3,247	0	0	0	0	0	3,247
TOTAL AVIATION	6,253	1,837	2,600	0	0	0	10,690
<b>TOTAL 2010 TAX NOTE, AIRPORT</b>	<b>6,253</b>	<b>1,837</b>	<b>2,600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,690</b>

**2011 CERTIFICATES OF OBLIGATION**

FIRE AND EMS

FIRE SERVICES / LOGISTICS FACILITY	2,184	0	0	0	0	0	2,184
TOTAL FIRE AND EMS	2,184	0	0	0	0	0	2,184
<b>TOTAL 2011 CERTIFICATES OF OBLIGATION</b>	<b>2,184</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,184</b>

**ADVANCED TRANSPORTATION DISTRICT**

PUBLIC WORKS

ATD - FY 2012 BIKE FACILITIES/POSTS/RACKS	950	0	0	0	0	0	950
ATD - FY 2012 INTERSECTION IMPROVEMENTS	1,330	0	0	0	0	0	1,330
ATD - FY 2012 SCHOOL CROSSWALK BEACON CHALLENGE	30	0	0	0	0	0	30
ATD - FY 2012 SCHOOL FLASHER COMMUNICATIONS UPGRADE	400	0	0	0	0	0	400
ATD - FY 2012 SCHOOL ZONE PAVEMENT MARKING UPGRADE	50	0	0	0	0	0	50
ATD - FY 2012 SIDEWALKS	5,900	0	0	0	0	0	5,900



REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
ATD - FY 2012 TRAFFIC SIGNAL DETECTION	500	0	0	0	0	0	500
ATD - FY 2012 UNINTERRUPTIBLE POWER SUPPLIES	60	0	0	0	0	0	60
ATD-FY2012 AUDIBLE COUNTDOWN PEDESTRIAN	100	0	0	0	0	0	100
TOTAL PUBLIC WORKS	9,320	0	0	0	0	0	9,320
<b>TOTAL ADVANCED TRANSPORTATION DISTRICT</b>	<b>9,320</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,320</b>

**AIRPORT IMPROVEMENT & CONTINGENCY FUND**

AVIATION

ABANDONED SITE REHAB	0	375	0	0	0	0	375
AIRPORT ELECTRONIC SIGN	0	310	0	0	0	0	310
AIRPORT ROADWAY IMPROVEMENTS	500	500	0	0	0	0	1,000
AIRPORT-OWNED FACILITY REFURBISHMENTS	200	200	200	200	200	0	1,000
ARFF VEHICLE REPLACEMENT	250	0	0	0	0	0	250
ARFF: PAST TRAINER - FOUNDATION	50	0	0	0	0	0	50
BUILDING SYSTEMS UPGRADES & IMPROVEMENTS	0	250	250	250	250	250	1,250
COMMON USE IMPLEMENTATION	0	0	0	0	2,000	0	2,000
DEICING	0	0	0	1,000	0	0	1,000
DEMOLITION OF 3 SURPLUS HANGARS	0	200	0	0	0	0	200
DISTRIBUTED ANTENNA SYSTEM UPGRADES	0	0	400	0	0	0	400
DRAINAGE MASTER PLAN	0	313	187	0	0	0	500
EMPLOYEE SCREENING	0	0	0	0	500	0	500
FACILITIES MANAGEMENT SOFTWARE PROGRAMS	1,115	0	0	0	0	0	1,115
GENERAL AVIATION FIS FACILITY, SAT	500	0	0	0	0	0	500
JET CENTER MUNICIPAL SOLID WASTE	0	180	0	0	860	0	1,040
MAINTENANCE OFFICE RENOVATIONS	0	350	0	0	0	0	350
MASTER PLAN UPDATE, SAT	0	0	0	0	0	350	350
MUFIDS MODERNIZATION	0	1,400	0	0	0	0	1,400
NEW TRITURATOR FACILITY	0	350	0	0	0	0	350
NORTHSIDE DEVELOPMENT ACCESS	0	298	2,677	0	0	0	2,975
OUTSIDE PLANT CAMPUS IT RING	0	0	6,541	0	0	0	6,541
PAGING MODERNIZATION	0	380	0	0	0	0	380
PARKING REVENUE CONTROL SYSTEM	5,000	0	0	0	0	0	5,000

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
PERIMETER INTRUSION DETECTION SYSTEM	0	0	0	0	4,000	0	4,000
RUNWAY SIGNAGE & MARKING, 12L (MAGNETIC HEADING CHANGE)	0	0	182	0	0	0	182
SECURITY CAMERA UPGRADE	590	0	0	0	0	0	590
STORMWATER OUTFALL REPAIRS	0	480	0	0	0	0	480
TAXIWAY G RECONSTRUCTION, PHASE I	0	4,228	0	0	0	0	4,228
TAXIWAY G RECONSTRUCTION, PHASE II	0	0	0	0	363	3,310	3,673
TECHNOLOGY MASTER PLANNING SERVICES	250	0	0	200	0	0	450
TENANT VOIP	0	0	650	0	0	0	650
TERMINAL A RENOVATIONS AND REFURBISHMENT	3,000	0	0	0	0	0	3,000
WIRELESS MESH	0	0	0	2,450	0	0	2,450
TOTAL AVIATION	11,455	9,814	11,087	4,100	8,173	3,910	48,539
<b>TOTAL AIRPORT IMPROVEMENT &amp; CONTINGENCY FUND</b>	<b>11,455</b>	<b>9,814</b>	<b>11,087</b>	<b>4,100</b>	<b>8,173</b>	<b>3,910</b>	<b>48,539</b>
<b>AIRPORT IMPROVEMENT PROGRAM GRANT</b>							
AVIATION							
APRON AND UTILITIES	0	0	233	1,200	5,707	0	7,140
ARFF VEHICLE REPLACEMENT	750	0	0	0	0	0	750
DRAINAGE MASTER PLAN	0	937	563	0	0	0	1,500
MASTER PLAN UPDATE, SAT	0	0	0	0	0	1,050	1,050
PERIMETER ROAD RECONSTRUCTION	210	615	615	946	0	0	2,386
RECONSTRUCT TAXIWAY E	0	0	0	300	2,194	0	2,494
RESIDENTIAL ACOUSTICAL TREATMENT PROGRAM	8,000	8,000	8,000	8,000	8,000	8,000	48,000
RUNWAY 12R RECONSTRUCTION	203	3,750	23,340	0	11,918	0	39,211
RUNWAY SIGNAGE & MARKING, 12L (MAGNETIC HEADING CHANGE)	0	0	547	0	0	0	547
TAXIWAY G RECONSTRUCTION, PHASE I	1,388	12,683	0	0	0	0	14,071
TAXIWAY G RECONSTRUCTION, PHASE II	0	0	0	0	1,088	9,930	11,018
TOTAL AVIATION	10,551	25,985	33,298	10,446	28,907	18,980	128,167
<b>TOTAL AIRPORT IMPROVEMENT PROGRAM GRANT</b>	<b>10,551</b>	<b>25,985</b>	<b>33,298</b>	<b>10,446</b>	<b>28,907</b>	<b>18,980</b>	<b>128,167</b>

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>AIRPORT PASSENGER FACILITY CHARGE</b>							
AVIATION							
APRON AND UTILITIES	0	0	0	400	1,903	0	2,303
PERIMETER ROAD RECONSTRUCTION	70	205	205	315	0	0	795
RECONSTRUCT TAXIWAY E	0	0	0	100	731	0	831
RUNWAY 12R RECONSTRUCTION	0	1,250	7,780	0	3,972	0	13,002
TOTAL AVIATION	<u>70</u>	<u>1,455</u>	<u>7,985</u>	<u>815</u>	<u>6,606</u>	<u>0</u>	<u>16,931</u>
<b>TOTAL AIRPORT PASSENGER FACILITY CHARGE</b>	<b><u>70</u></b>	<b><u>1,455</u></b>	<b><u>7,985</u></b>	<b><u>815</u></b>	<b><u>6,606</u></b>	<b><u>0</u></b>	<b><u>16,931</u></b>
<b>CSEF STATE REIMBURSEMENT FUND</b>							
CONVENTION FACILITIES							
CONVENTION CENTER EASTSIDE ROOF REPAIRS	150	0	0	0	0	0	150
CONVENTION CENTER EXTERIOR SIGNAGE	600	0	0	0	0	0	600
CONVENTION CENTER RESTROOM RENOVATIONS	1,500	0	0	0	0	0	1,500
TOTAL CONVENTION FACILITIES	<u>2,250</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,250</u>
<b>TOTAL CSEF STATE REIMBURSEMENT FUND</b>	<b><u>2,250</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>2,250</u></b>
<b>CUSTOMER FACILITY CHARGE</b>							
AVIATION							
CONSOLIDATED RENTAL CAR FACILITY	18,000	109,000	0	0	0	0	127,000
DEMOLITION OF EXISTING CUP	155	960	0	0	0	0	1,115
TOTAL AVIATION	<u>18,155</u>	<u>109,960</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>128,115</u>
<b>TOTAL CUSTOMER FACILITY CHARGE</b>	<b><u>18,155</u></b>	<b><u>109,960</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>128,115</u></b>
<b>HOME INVESTMENT PARTNERSHIP GRANT</b>							
CAPITAL IMPROVEMENTS MGMT SVCS							
EASTSIDE INFRASTRUCTURE IMPROVEMENTS	250	0	0	0	0	0	250
WESTSIDE INFRASTRUCTURE IMPROVEMENTS	250	0	0	0	0	0	250
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	<u>500</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>500</u>
<b>TOTAL HOME INVESTMENT PARTNERSHIP GRANT</b>	<b><u>500</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>500</u></b>

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>HOTEL OCCUPANCY TAX RENEWAL &amp; IMPROVEMENT CONTINGENCY FUND</b>							
CONVENTION FACILITIES							
ALAMODOME STRUCTURAL EXAMINATION	200	0	0	0	0	0	200
CONVENTION CENTER HISTORIC HOMES EXTERIOR RENOVATION PROJECT	200	0	0	0	0	0	200
TOTAL CONVENTION FACILITIES	400	0	0	0	0	0	400
<b>TOTAL HOTEL OCCUPANCY TAX RENEWAL &amp; IMPROVEMENT CONTINGENCY FUND</b>	<b>400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>400</b>
<b>INTERNATIONAL CENTER CONTINGENCY FUND</b>							
CAPITAL IMPROVEMENTS MGMT SVCS							
INTERNATIONAL CENTER MARINA SHELL DEVELOPMENT	400	0	0	0	0	0	400
INTERNATIONAL CENTER SPACE BUILD-OUT	683	0	0	0	0	0	683
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	1,083	0	0	0	0	0	1,083
<b>TOTAL INTERNATIONAL CENTER CONTINGENCY FUND</b>	<b>1,083</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,083</b>
<b>PROP 1 - FY 2000 EDWARDS AQUIFER RECHARGE ZONE</b>							
PARKS AND RECREATION							
EDWARD'S AQUIFER LAND PROPERTY PROTECTION	873	0	0	0	0	0	873
FRIEDRICH ACQUISITION	325	0	0	0	0	0	325
TOTAL PARKS AND RECREATION	1,198	0	0	0	0	0	1,198
<b>TOTAL PROP 1 - FY 2000 EDWARDS AQUIFER RECHARGE ZONE</b>	<b>1,198</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,198</b>
<b>PROP 1 - FY 2005 EDWARDS AQUIFER RECHARGE ZONE</b>							
PARKS AND RECREATION							
EDWARD'S AQUIFER LAND ACQUISITIONS	2,828	0	0	0	0	0	2,828
TOTAL PARKS AND RECREATION	2,828	0	0	0	0	0	2,828
<b>TOTAL PROP 1 - FY 2005 EDWARDS AQUIFER RECHARGE ZONE</b>	<b>2,828</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,828</b>
<b>PROP 2 - 2005 PARKS DEVELOPMENT &amp; EXPANSION PROJECT</b>							
PARKS AND RECREATION							
LINEAR GREENWAY CONNECTIONS	564	0	0	0	0	0	564
TOTAL PARKS AND RECREATION	564	0	0	0	0	0	564
<b>TOTAL PROP 2 - 2005 PARKS DEVELOPMENT &amp; EXPANSION PROJECT</b>	<b>564</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>564</b>

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**PROP 2 - 2010 PARKS DEVELOPMENT & EXPANSION PROJECT**

PARKS AND RECREATION

ALAZAN CREEK (WOODLAWN LAKE TO LOMBRANO)	100	100	414	0	0	0	614
APACHE CREEK (19TH ST. TO SAN JACINTO)	50	1,090	0	0	0	0	1,140
APACHE CREEK (COMMERCE ST. TO 24TH ST.)	100	300	178	0	0	0	578
APACHE CREEK/SAN PEDRO CREEK SOUTH	75	75	472	2,000	610	0	3,232
CITYWIDE CREEKWAY ACQUISITION AND DESIGN	250	250	75	25	0	0	600
CULEBRA CREEK (LEON GREENWAY AT CATHEDRAL)	0	200	200	400	744	3,900	5,444
ESPADA CONNECTION	0	0	0	200	700	3,699	4,599
FT. SAM HOUSTON (JOHN JAMES PARK TO JACK WHITE PARK)	50	300	1,000	450	0	0	1,800
HUEBNER CREEK (LEON CREEK GREENWAY)	100	154	770	0	0	0	1,024
HUESTA CREEK (BAMBERGER PARK TO UTSA)	0	100	82	910	0	0	1,092
LEON GREENWAY TO SALADO GREENWAY CONNECT	0	0	2,000	2,000	3,000	4,301	11,301
MARTINEZ CREEK (FREDERICKSBURG TO CINCINNATI)	50	75	596	0	0	0	721
OLMOS CREEK (OLMOS PARK TO QUARRY MARKET)	50	50	690	0	0	0	790
SALADO CREEK (SOUTHSIDE LIONS PARK TO SE MILITARY DRIVE)	0	200	500	376	1,880	0	2,956
WESTSIDE CREEKS UNDESIGNATED TRAIL DEVEL	282	300	300	200	2,750	0	3,832

TOTAL PARKS AND RECREATION	1,107	3,194	7,277	6,561	9,684	11,900	39,723
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<b>TOTAL PROP 2 - 2010 PARKS DEVELOPMENT &amp; EXPANSION PROJECT</b>	<b>1,107</b>	<b>3,194</b>	<b>7,277</b>	<b>6,561</b>	<b>9,684</b>	<b>11,900</b>	<b>39,723</b>
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**PROP 2 - FY 2005 PARKS DEVELOPMENT & EXPANSION PROJECT**

PARKS AND RECREATION

LEON CREEK GREENWAY (ACQUISITIONS)	500	0	0	0	0	0	500
SALADO CREEK GREENWAY (WALKER RANCH TO MCALLISTER PARK)	900	0	0	0	0	0	900
SALADO CREEK GREENWAY (JOHN JAMES TO FT. SAM HOUSTON)	942	0	0	0	0	0	942

TOTAL PARKS AND RECREATION	2,342	0	0	0	0	0	2,342
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<b>TOTAL PROP 2 - FY 2005 PARKS DEVELOPMENT &amp; EXPANSION PROJECT</b>	<b>2,342</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,342</b>
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<b>REVENUE SOURCE/DEPARTMENT/PROJECT</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>TOTAL</b>
<b>PROP 3 - 2000 LINEAR PARK PROJECT</b>							
PARKS AND RECREATION							
LINEAR GREENWAY CONNECTIONS	136	0	0	0	0	0	136
TOTAL PARKS AND RECREATION	<u>136</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>136</u>
<b>TOTAL PROP 3 - 2000 LINEAR PARK PROJECT</b>	<b><u>136</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>136</u></b>
<b>PUBLIC EDUCATION GOVERNMENT FUND</b>							
CAPITAL IMPROVEMENTS MGMT SVCS							
PLAZA DE ARMAS BUILDING IMPROVEMENTS	4,300	0	0	0	0	0	4,300
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	<u>4,300</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4,300</u>
<b>TOTAL PUBLIC EDUCATION GOVERNMENT FUND</b>	<b><u>4,300</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>4,300</u></b>
<b>SELF SUPPORTING CERTIFICATES OF OBLIGATION</b>							
CAPITAL IMPROVEMENTS MGMT SVCS							
NORTHWEST SERVICE CENTER	3,600	0	0	0	0	0	3,600
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	<u>3,600</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,600</u>
<b>TOTAL SELF SUPPORTING CERTIFICATES OF OBLIGATION</b>	<b><u>3,600</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>3,600</u></b>
<b>SOLID WASTE CONTINGENCY FUND</b>							
CAPITAL IMPROVEMENTS MGMT SVCS							
NORTHWEST SERVICE CENTER	3,400	0	0	0	0	0	3,400
TOTAL CAPITAL IMPROVEMENTS MGMT SVCS	<u>3,400</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,400</u>
<b>TOTAL SOLID WASTE CONTINGENCY FUND</b>	<b><u>3,400</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>3,400</u></b>
<b>SOLID WASTE OPERATING FUND</b>							
SOLID WASTE MANAGEMENT							
BRUSH RECYCLING FACILITY SOUTH	530	0	0	0	0	0	530
TOTAL SOLID WASTE MANAGEMENT	<u>530</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>530</u>
<b>TOTAL SOLID WASTE OPERATING FUND</b>	<b><u>530</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>530</u></b>

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
<b>STINSON REVOLVING FUND</b>							
AVIATION							
STINSON FIELD SECURITY AND IT UPGRADES	0	0	0	0	0	2,500	2,500
STINSON LAND ACQUISITION & UTILITIES	180	0	0	0	0	0	180
STINSON NEW AIR TRAFFIC CONTROL TOWER	470	1,000	0	0	0	0	1,470
STINSON PARKING LOT	175	0	0	0	0	0	175
STINSON RUNWAY 1432	37	313	0	0	0	0	350
TOTAL AVIATION	862	1,313	0	0	0	2,500	4,675
<b>TOTAL STINSON REVOLVING FUND</b>	<b>862</b>	<b>1,313</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,500</b>	<b>4,675</b>
<b>STORM WATER OPERATING FUND</b>							
PUBLIC WORKS							
FLOOD CONTROL COMMUNICATIONS UPGRADE	300	0	0	0	0	0	300
TOTAL PUBLIC WORKS	300	0	0	0	0	0	300
<b>TOTAL STORM WATER OPERATING FUND</b>	<b>300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>300</b>
<b>STORM WATER REGIONAL FACILITIES FUND</b>							
PUBLIC WORKS							
ALAMO @ GUENTHER - PHASE II	800	0	0	0	0	0	800
ELMENDORF LAKE IMPROVEMENTS	1,500	0	0	0	0	0	1,500
SAN PEDRO AVE/EVERGREEN DRAINAGE REPAIR	577	0	0	0	0	0	577
TOTAL PUBLIC WORKS	2,877	0	0	0	0	0	2,877
<b>TOTAL STORM WATER REGIONAL FACILITIES FUND</b>	<b>2,877</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,877</b>
<b>TEXAS DEPARTMENT OF TRANSPORTATION</b>							
AVIATION							
STINSON NEW AIR TRAFFIC CONTROL TOWER	1,230	0	0	0	0	0	1,230
STINSON RUNWAY 1432	329	2,817	0	0	0	0	3,146
TOTAL AVIATION	1,559	2,817	0	0	0	0	4,376
<b>TOTAL TEXAS DEPARTMENT OF TRANSPORTATION</b>	<b>1,559</b>	<b>2,817</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,376</b>

REVENUE SOURCE/DEPARTMENT/PROJECT	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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**UNISSUED AIRPORT PASSENGER FACILITY CHARGE BONDS**

AVIATION

RESIDENTIAL ACOUSTICAL TREATMENT PROGRAM	0	0	0	0	2,000	2,000	4,000
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TOTAL AVIATION	0	0	0	0	2,000	2,000	4,000
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<b>TOTAL UNISSUED AIRPORT PASSENGER FACILITY CHARGE BONDS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>	<b>2,000</b>	<b>4,000</b>
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**UNISSUED AIRPORT REVENUE BONDS**

AVIATION

SUPPORT SERVICES BUILDING	0	0	0	1,400	12,600	0	14,000
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TOTAL AVIATION	0	0	0	1,400	12,600	0	14,000
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<b>TOTAL UNISSUED AIRPORT REVENUE BONDS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,400</b>	<b>12,600</b>	<b>0</b>	<b>14,000</b>
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**UNISSUED CERTIFICATES OF OBLIGATION**

CAPITAL IMPROVEMENTS MGMT SVCS

BRACKENRIDGE ADOPTION, EDUCATION AND SPAY/NEUTER CLINIC	2,100	0	0	0	0	0	2,100
COUNCIL DISTRICT 1 INFRASTRUCTURE IMPROVEMENTS	500	0	0	0	0	0	500
COUNCIL DISTRICT 10 INFRASTRUCTURE IMPROVEMENTS	500	0	0	0	0	0	500
COUNCIL DISTRICT 4 INFRASTRUCTURE IMPROVEMENTS	500	0	0	0	0	0	500
COUNCIL DISTRICT 6 INFRASTRUCTURE IMPROVEMENTS	500	0	0	0	0	0	500
COUNCIL DISTRICT 7 INFRASTRUCTURE IMPROVEMENTS	500	0	0	0	0	0	500
COUNCIL DISTRICT 8 INFRASTRUCTURE IMPROVEMENTS	500	0	0	0	0	0	500
COUNCIL DISTRICT 9 INFRASTRUCTURE IMPROVEMENTS	500	0	0	0	0	0	500
EASTSIDE INFRASTRUCTURE IMPROVEMENTS	450	0	0	0	0	0	450
ESPADA INFRASTRUCTURE IMPROVEMENTS	425	0	0	0	0	0	425
EXPANSION ANIMAL CARE FACILITY @ HWY 151	300	0	0	0	0	0	300
MUNICIPAL RECORDS FACILITY ROOF REPAIR/REPLACEMENT	225	0	0	0	0	0	225
NE SERVICE CENTER FLEET BUILDING 2ND FLR	225	0	0	0	0	0	225
PLAZA DE ARMAS BUILDING IMPROVEMENTS	1,400	0	0	0	0	0	1,400
RESERVE FOR FUTURE CAPITAL PROJECTS	2,000	0	0	0	0	0	2,000



<b>REVENUE SOURCE/DEPARTMENT/PROJECT</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>TOTAL</b>
RIVERWALK IMPROVEMENT PROJECTS (HISTORIC RIVER BEND)	4,100	0	0	0	0	0	4,100
WESTSIDE INFRASTRUCTURE IMPROVEMENTS	450	0	0	0	0	0	450
<b>TOTAL CAPITAL IMPROVEMENTS MGMT SVCS</b>	<b>15,175</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,175</b>
<b>PARKS AND RECREATION</b>							
HARLANDALE PARK IMPROVEMENTS	75	0	0	0	0	0	75
<b>TOTAL PARKS AND RECREATION</b>	<b>75</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>75</b>
<b>TOTAL UNISSUED CERTIFICATES OF OBLIGATION</b>	<b>15,250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,250</b>
<b>WOLFF STADIUM BUILDING FUND</b>							
<b>ALAMODOME</b>							
WOLFF STADIUM SEATING	250	0	0	0	0	0	250
<b>TOTAL ALAMODOME</b>	<b>250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>
<b>TOTAL WOLFF STADIUM BUILDING FUND</b>	<b>250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>
<b>Grand Total</b>	<b>135,025</b>	<b>158,375</b>	<b>64,324</b>	<b>25,322</b>	<b>67,970</b>	<b>39,290</b>	<b>490,306</b>

# Attachment XLIX

**City of San Antonio  
Five-Year Street Maintenance Program**

1	2012	4Th St	Avenue A & Auditorium Cir	Lexington Ave	Rehabilitation
1	2012	Amestoy	N Cibolo St	N Navidad	Rehabilitation
1	2012	Amestoy	N Chupaderas	N Navidad	Rehabilitation
1	2012	Audrey Alene Dr	Grotto Blvd	South Sea	Rehabilitation
1	2012	Avenue A	12Th St	Dead End	Rehabilitation
1	2012	Basse	McCullough Ave	San Pedro Ave	Rehabilitation
1	2012	Bowie St	4Th St	Starr	Rehabilitation
1	2012	Carleton	E Magnolia Ave	E Mistletoe	Rehabilitation
1	2012	Cecilia St	N Chupaderas	N Navidad	Rehabilitation
1	2012	Central Alley	N Cibolo St	Nemo & N Nueces	Rehabilitation
1	2012	Cometa	Lombrano	W Laurel	Rehabilitation
1	2012	Daniel St	S Flores St	S Main Ave	Rehabilitation
1	2012	Devine Rd	E Hildebrand Ave	Tuleta & Stadium Dr	Rehabilitation
1	2012	E Agarita Ave	Carleton	McCullough Ave	Rehabilitation
1	2012	E Commerce St	Losoya	S Bowie St & Bowie St	Rehabilitation
1	2012	E Crockett St	Alamo Plaza	Bowie St	Rehabilitation
1	2012	E Crockett St	Bowie St	Elm St	Rehabilitation
1	2012	E Hollywood Ave	McCullough Ave	Shook Ave	Rehabilitation
1	2012	E Houston St	Alamo Plaza	3rd St	Rehabilitation
1	2012	E Pecan St	Broadway	Navarro St	Rehabilitation
1	2012	E Rische	S Flores St	S Main Ave	Rehabilitation
1	2012	Edison Dr	Brad	Santa Paula	Rehabilitation
1	2012	Ennis	Basse	Harwood Dr	Rehabilitation
1	2012	Isleta	E Grayson St	E Josephine	Rehabilitation
1	2012	Lewis St	W Poplar St	Marshall St	Rehabilitation
1	2012	Linda Dr	Basin	McCullough Ave	Rehabilitation
1	2012	Losoya	E Houston St	E Commerce St	Rehabilitation
1	2012	Lumber	Elmwood	Westwood	Rehabilitation
1	2012	Madonna	Oblate	Mt Sacred Heart Rd	Rehabilitation
1	2012	Matagorda	Camargo	Cul-De-Sac	Rehabilitation
1	2012	McCullough Ave	Oblate	Basse	Rehabilitation
1	2012	Merchants St	S Flores St	Transfer	Rehabilitation
1	2012	Monclova	N Brazos St	Dead End	Rehabilitation
1	2012	Morales	N Cibolo St	N Navidad	Rehabilitation
1	2012	N Nueces	W Martin St	Dead End	Rehabilitation

**City of San Antonio  
Five-Year Street Maintenance Program**

1	2012	N San Jacinto St	Rivas St	W Poplar St	Rehabilitation
1	2012	Nathan	S Alamo St	W Guenther St	Rehabilitation
1	2012	Olympia	Dawnview Ln	Marchmont Ln	Rehabilitation
1	2012	Parsons	Hoefgen Ave	Dead End	Rehabilitation
1	2012	Pearl Ct	Blanco Rd	Dead End	Rehabilitation
1	2012	Peche	N Brazos St	Dead End	Rehabilitation
1	2012	Recoleta Rd	San Pedro Ave	Dead End	Rehabilitation
1	2012	Rehmann St	Stark	Nogalitos St	Rehabilitation
1	2012	S Bowie St	E Market St	IH 37 S Access Rd	Rehabilitation
1	2012	S Main Ave	E Durango Blvd	E Guenther St & W Guenther St	Rehabilitation
1	2012	Sandalwood	Errol	Mike	Rehabilitation
1	2012	Santa Anna	IH 10 W Access Rd	Dead End	Rehabilitation
1	2012	Santa Paula	Clower	IH 10 W Access Rd	Rehabilitation
1	2012	Saving	N Flores St	N Main Ave	Rehabilitation
1	2012	Saving	Soledad St	N Main Ave	Rehabilitation
1	2012	Springwood Ln	El Montan Ave	McCullough Ave	Rehabilitation
1	2012	Starr	Elm St & IH 37 S Access Rd	Bowie St	Rehabilitation
1	2012	Stumberg	S Flores St	Dwyer Ave	Rehabilitation
1	2012	Sweet	S Flores St	S Main Ave	Rehabilitation
1	2012	Trail	N St Mary's	Dead End	Rehabilitation
1	2012	W Craig Place	N Navidad	Dead End	Rehabilitation
1	2012	W Kings Hwy	Buckeye	IH 10 W Access Rd	Rehabilitation
1	2012	W Mistletoe	N Calaveras	N Zarzamora	Rehabilitation
1	2012	W Mistletoe	East Dr	IH 10 W Access Rd	Rehabilitation
1	2012	W Mistletoe	N Calaveras	West Dr	Rehabilitation
1	2012	W Mulberry Ave	N Main Ave	San Pedro Ave	Rehabilitation
1	2012	W Myrtle	Fredericksburg Rd	N Colorado St	Rehabilitation
1	2012	W Rosewood Ave	Brad	Buckeye	Rehabilitation
1	2012	Wilson Blvd	Laddie Place	Overdale	Rehabilitation
1	2012	Arciniega	S Presa St	S Alamo St	Sealant
1	2012	Boerne St	Carolina	Devine St	Sealant
1	2012	Burrus Place	Mcmonigal Place	Refugio St	Sealant
1	2012	Constance	E Guenther St	Crofton	Sealant
1	2012	Crofton	E Guenther St	Constance	Sealant
1	2012	Leigh St	Labor St	Mt Zion Walk	Sealant

**City of San Antonio  
Five-Year Street Maintenance Program**

1	2012	Mcmillan Place	Leigh St	Refugio St	Sealant
1	2012	Mcmonigal Place	Santa Clara Place	Mcmillan Place	Sealant
1	2012	Mt Zion Walk	Leigh St	Mcmillan Place	Sealant
1	2012	Peyton Path	Santa Clara Place	Burrus Place	Sealant
1	2012	S Presa St	E Durango Blvd	River Walk	Sealant
1	2012	Santa Clara Place	Refugio St	Mcmonigal Place	Sealant
1	2012	Addax Dr	Vance Jackson	Dewhurst Rd	Sealant
1	2012	Adrian Dr	Wonder Pkwy	Dewhurst Rd	Sealant
1	2012	Angeles Dr	Edison Dr	Rodena	Sealant
1	2012	Barbet Dr	Mink Dr	Pilgrim Dr	Sealant
1	2012	Basswood Dr	Barbet Dr	Dewhurst Rd	Sealant
1	2012	Basswood Dr	Panda	Barbet Dr	Sealant
1	2012	Basswood Dr	Vance Jackson	Panda	Sealant
1	2012	Beryl Dr	Wonder Pkwy	Vance Jackson	Sealant
1	2012	Beryl Dr	Vance Jackson	Dewhurst Rd	Sealant
1	2012	Blanco Rd	Blanco Rd	Fulton Ave	Sealant
1	2012	Briaridge Dr	Pinebrook Dr	Shady Spgs	Sealant
1	2012	Buena	Vance Jackson	Vereda	Sealant
1	2012	Chelsea Dr	Wonder Pkwy	Vance Jackson	Sealant
1	2012	Dewhurst Rd	Mink Dr	Pilgrim Dr	Sealant
1	2012	Fulton Ave	Capitol	Ih 10 W Access Rd	Sealant
1	2012	Fulton Ave	Blanco Rd	Capitol	Sealant
1	2012	Future Dr	Vance Jackson	Dewhurst Rd	Sealant
1	2012	Lemur Dr	Vance Jackson	Dead End Or Cul De Sac	Sealant
1	2012	Lemur Dr	Panda	Dewhurst Rd	Sealant
1	2012	Menchaca	N Sabinas	Dead End Or Cul De Sac	Sealant
1	2012	Micklejohn St	N Navidad	Service & Micklejohn Walk	Sealant
1	2012	Micklejohn Walk	Service & Micklejohn St	Dead End Or Cul De Sac	Sealant
1	2012	Milford Dr	Wonder Pkwy	Vance Jackson	Sealant
1	2012	N Zarzamora	W Poplar St	W Laurel	Sealant
1	2012	Panda	Mink Dr	Pilgrim Dr	Sealant
1	2012	Pilgrim Dr	Panda	Dewhurst Rd	Sealant
1	2012	Pinebrook Dr	Mossrock	Briaridge Dr	Sealant
1	2012	Ramona	Angeles Dr	Fredericksburg Rd	Sealant
1	2012	Ratzel	Mink Dr	Addax Dr	Sealant

**City of San Antonio  
Five-Year Street Maintenance Program**

1	2012	Reina Dr	Edison Dr	Vereda	Sealant
1	2012	Rodena	Vereda	Vance Jackson	Sealant
1	2012	Santa Monica	West Ave	Fredericksburg Rd	Sealant
1	2012	Saratoga	Vance Jackson	Dewhurst Rd	Sealant
1	2012	Savannah	Vance Jackson	Dewhurst Rd	Sealant
1	2012	Scales	Nassau	Adrian Dr	Sealant
1	2012	Shady Spgs	Briargate Dr	Callaghan Rd	Sealant
1	2012	Storeywood	Vance Jackson	Dewhurst Rd	Sealant
1	2012	Sullivan	Vance Jackson	Dewhurst Rd	Sealant
1	2012	Tawny Oak	Briargate Dr	Briaridge Dr	Sealant
1	2012	Thyer Dr	Saratoga	Storeywood	Sealant
1	2012	W Elsmere Place	Blanco Rd	Capitol	Sealant
1	2012	W Gramercy Place	Blanco Rd	Capitol	Sealant
1	2012	W Poplar St	N Sabinas	N Calaveras	Sealant
1	2012	Wayside	Vance Jackson	Dewhurst Rd	Sealant
1	2012	Wonder Pkwy	Nassau	Adrian Dr	Sealant
1	2013	9th St	Arden Grove	IH 37 S Access Rd	Rehabilitation
1	2013	Ahern Dr	W Rampart & E Rampart	W Rector	Rehabilitation
1	2013	Augusta	Brooklyn Ave	McCullough Ave	Rehabilitation
1	2013	Augusta	Giraud	Navarro St	Rehabilitation
1	2013	Augusta	Navarro St	Lexington Ave	Rehabilitation
1	2013	Augusta	Lexington	McCullough Ave	Rehabilitation
1	2013	Axtell	W Wildwood	Dead End Alley	Rehabilitation
1	2013	Carter	N Zarzamora	Dead End	Rehabilitation
1	2013	Cherry Ridge Dr	Vance Jackson	Saxon	Rehabilitation
1	2013	Dalehurst Dr	Rosedale	Salem Dr	Rehabilitation
1	2013	Dresden	Blanco Rd	West Ave	Rehabilitation
1	2013	Dryden	Neer Ave	Dead End	Rehabilitation
1	2013	E Craig Place	Dead End	River Rd	Rehabilitation
1	2013	E Gramercy Place	McCullough Ave	W Gramercy Place	Rehabilitation
1	2013	E Houston St	Bowie St	3rd St	Rehabilitation
1	2013	E Kings Hwy	McCullough Ave	W Kings Hwy	Rehabilitation
1	2013	E Woodlawn	McCullough Ave	W Woodlawn & N Main Ave	Rehabilitation
1	2013	Edison Dr	IH 10 W Access Rd	Unnamed St at Edison	Rehabilitation
1	2013	Elmwood	Blanco Rd & San Francisco	San Pedro Ave	Rehabilitation

**City of San Antonio  
Five-Year Street Maintenance Program**

1	2013	Englewood	Vance Jackson	Wonder Pkwy	Rehabilitation
1	2013	Fresno	Fredericksburg Rd	West Ave	Rehabilitation
1	2013	Gazel Dr	Dewhurst	Ratzel	Rehabilitation
1	2013	Greenhill Pass	Saxon	Vance Jackson	Rehabilitation
1	2013	Greenhill Pass	Neer Ave	Saxon	Rehabilitation
1	2013	Harwood Dr	West Ave	Neer Ave	Rehabilitation
1	2013	Lexington Ave	N St Mary's	4Th St	Rehabilitation
1	2013	Mardell St	West Ave	Dead End	Rehabilitation
1	2013	Marlena	Panda	Vance Jackson	Rehabilitation
1	2013	Millwood Ln	El Montan Ave	McCullough Ave	Rehabilitation
1	2013	N Calaveras	Culebra Rd	W Poplar St	Rehabilitation
1	2013	N Comal St	Fredericksburg Rd	Hickman St	Rehabilitation
1	2013	N Flores St	Kingsbury	W Martin St	Rehabilitation
1	2013	N St Mary's	E Ashby Place & Terry Ct	W Josephine	Rehabilitation
1	2013	N Trinity	W Martin St	Dead End	Rehabilitation
1	2013	Newson	Folett	Renner Dr	Rehabilitation
1	2013	Oblate	Jones Maltsberger Rd & Concord Plaza Dr	McCullough Ave	Rehabilitation
1	2013	Ostrom	Dewberry	Dead End	Rehabilitation
1	2013	Overbrook	Danville Dr	Northhill Dr	Rehabilitation
1	2013	Overbrook	Babcock Rd	Danville Dr	Rehabilitation
1	2013	San Angelo	Capitol	Catalina	Rehabilitation
1	2013	San Angelo	West Ave	Santa Paula	Rehabilitation
1	2013	San Pedro Ave	N Main Ave	W Quincy	Rehabilitation
1	2013	Santa Monica	IH 10 W Access Rd	Santa Monica	Rehabilitation
1	2013	Stanwood	Eland Dr	Clara Ln	Rehabilitation
1	2013	Teakwood Ln	Jones Maltsberger Rd	Tanglewood	Rehabilitation
1	2013	W & E Hollywood Ave	McCullough Ave	San Pedro Ave	Rehabilitation
1	2013	W Gramercy Place	San Pedro Ave	E Gramercy Place	Rehabilitation
1	2013	W Kings Hwy	E Kings Hwy	San Pedro Ave	Rehabilitation
1	2013	W Olmos Dr	Fredericksburg Rd	West Ave	Rehabilitation
1	2013	W Summit	Blanco Rd	IH 10 W Access Rd	Rehabilitation
1	2013	W Woodlawn	E Woodlawn & N Main Ave	San Pedro Ave	Rehabilitation
1	2013	Barbet Dr	Mink Dr	Freiling Dr	Sealant
1	2013	E Guenther St	Pereida St	Barbe St	Sealant
1	2013	Jacobs	S St Mary's	S Presa St	Sealant

**City of San Antonio  
Five-Year Street Maintenance Program**

1	2013	Kearney St	S Presa St	Dead End	Sealant
1	2013	Panda Dr	Mink Dr	Bent Dr	Sealant
1	2013	Pereida St	S Presa St	S Alamo St	Sealant
1	2013	Refugio St	Santa Clara Place	Mcmillan Place	Sealant
1	2013	Tabard Dr	Dewhurst Rd	Barbet Dr	Sealant
1	2013	Aganier Ave	W Summit	W Gramercy Place	Sealant
1	2013	Aganier Ave	Hickman St	W Ashby Place	Sealant
1	2013	Aganier Ave	W Ashby Place	W Summit	Sealant
1	2013	Albert St	N Navidad	Service & Albert Walk	Sealant
1	2013	Albert Walk	Service & Albert St	N Elmendorf	Sealant
1	2013	Angeles Dr	W Ridgewood Ct	Edison Dr	Sealant
1	2013	Anne Lewis	Grotto Blvd	Veda Mae	Sealant
1	2013	Belknap St	W Agarita Ave	W Rosewood Ave	Sealant
1	2013	Buckeye	Ih 10 W Access Rd	Basse	Sealant
1	2013	Clower	West Ave	Nelda St	Sealant
1	2013	Clower	Brad	West Ave	Sealant
1	2013	Colonial	Santa Barbara	Edison Dr	Sealant
1	2013	Constance	Crofton	E Guenther St	Sealant
1	2013	Crofton	E Guenther St	Constance	Sealant
1	2013	Dubies Dr	Dipper	Jackson-keller Rd	Sealant
1	2013	E Craig Place	W Craig Place & N Main Ave	Mccullough Ave	Sealant
1	2013	E Guenther St	S Alamo St	Barbe St	Sealant
1	2013	Excelsior	Fresno	Vereda	Sealant
1	2013	Excelsior	San Francisco	W Olmos Dr	Sealant
1	2013	Fresno	Ih 10 W Access Rd	Santa Paula	Sealant
1	2013	Grant Ave	Fresno	W Hermosa	Sealant
1	2013	Grant Ave	W Mariposa	Basse	Sealant
1	2013	Grotto Blvd	Jackson-keller Rd	Oblate	Sealant
1	2013	Hermine Blvd	Buckeye	West Ave	Sealant
1	2013	Lee Hall	Neer Ave	West Ave	Sealant
1	2013	Lombrano	N Sabinas	Service	Sealant
1	2013	Muriel	Vereda	Gardina St	Sealant
1	2013	N Elmendorf	Menchaca	N Elmendorf	Sealant
1	2013	N Flores St	W Ashby Place	W Mulberry Ave	Sealant
1	2013	N Navidad	W Poplar St	W Laurel	Sealant



**City of San Antonio  
Five-Year Street Maintenance Program**

1	2013	Neer Ave	W Hollywood Ave	W Hildebrand Ave	Sealant
1	2013	Perez St	N Brazos St	Dead End Or Cul De Sac	Sealant
1	2013	Perez St	N Calaveras	Dead End Or Cul De Sac	Sealant
1	2013	Reina Dr	Santa Barbara	Edison Dr	Sealant
1	2013	Sacramento	West Ave	Fredericksburg Rd	Sealant
1	2013	Seward Ave	Vereda	Gardina St	Sealant
1	2013	Shearer Hills	Jackson-keller Rd	Veda Mae & Ave Maria Dr	Sealant
1	2013	Shearer Hills	Veda Mae	Oblate	Sealant
1	2013	Susan Carrol	Grotto Blvd	Shearer Hills	Sealant
1	2013	Veda Mae	Grotto Blvd	Shearer Hills & Ave Maria Dr	Sealant
1	2013	Vereda	Seward Ave	Vance Jackson	Sealant
1	2013	Vereda	West Ave	Rodena	Sealant
1	2013	W Craig Place	E Craig Place & N Main Ave	Aganier Ave	Sealant
1	2013	W Lullwood Ave	Neer Ave	Brad	Sealant
1	2013	W Ridgewood Ct	Ih 10 W Access Rd	West Ave	Sealant
1	2014	Anastacia	River Rd	Allison Rd	Rehabilitation
1	2014	Avenue E	Brooklyn Ave	McCullough Ave	Rehabilitation
1	2014	Avenue E	8Th St	Brooklyn Ave	Rehabilitation
1	2014	Bent Dr	Latch Dr	Panda	Rehabilitation
1	2014	Bethany Place	Babcock Rd	Loma Linda Dr	Rehabilitation
1	2014	Biering Ave	S Presa St	S St Mary's	Rehabilitation
1	2014	Birchwood Dr	Neer Ave	Saxon	Rehabilitation
1	2014	Birchwood Dr	Saxon	Vance Jackson	Rehabilitation
1	2014	Bonham	McCullough Ave	4Th St	Rehabilitation
1	2014	Bonham	Bowie St	E Houston St & 3rd St	Rehabilitation
1	2014	Bonham	Bowie St	4Th St	Rehabilitation
1	2014	Bonham	E Crockett St	E Houston St	Rehabilitation
1	2014	Broadway	Brooklyn Ave	McCullough Ave	Rehabilitation
1	2014	Broadway	4th St	McCullough Ave	Rehabilitation
1	2014	Buckeye	Locknere	Basse	Rehabilitation
1	2014	Burwood Ln	Basilwood	Westmoreland	Rehabilitation
1	2014	Clara Ln	Vance Jackson	Stanwood	Rehabilitation
1	2014	Clower	Belknap St	San Pedro Ave	Rehabilitation
1	2014	College St	N St Mary's	Navarro St	Rehabilitation
1	2014	Conrad	Panama	S Presa St	Rehabilitation

**City of San Antonio  
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1	2014	Coyle Place	Babcock Rd	Loma Linda Dr	Rehabilitation
1	2014	Devine St	Labor	Dead End	Rehabilitation
1	2014	E Quincy	E Park Ave & Newell	Schiller	Rehabilitation
1	2014	Earl	Belknap St	San Pedro Ave	Rehabilitation
1	2014	Erie	E Elmira St	E Laurel & Paschal	Rehabilitation
1	2014	Gilbert Ln	Neer Ave	West Ave	Rehabilitation
1	2014	Gillespie	E Lullwood Ave	E Rosewood Ave	Rehabilitation
1	2014	Graham St	S Santa Rosa	Dead End	Rehabilitation
1	2014	Kinder	Milo	Beacon Ave	Rehabilitation
1	2014	Krempkau	N Flores St	Dead End	Rehabilitation
1	2014	Lampost	Arroya Vista Dr	Northway	Rehabilitation
1	2014	Lee Hall	Blanco Rd	IH 10 W Access Rd	Rehabilitation
1	2014	Lewis St	Marshall St	W Euclid Ave	Rehabilitation
1	2014	Montview	Arroya Vista Dr	Jackson-Keller Rd	Rehabilitation
1	2014	Oblate	San Pedro Ave	McCullough Ave	Rehabilitation
1	2014	Rexford	Vidor Dr	Unnamed Rd At Rexford	Rehabilitation
1	2014	Richmond Ave	Camden St	E Quincy	Rehabilitation
1	2014	S San Saba	Dolorosa	W Nueva	Rehabilitation
1	2014	S San Saba	El Paso St	Guadalupe St	Rehabilitation
1	2014	Sadie St	Labor	S Presa St	Rehabilitation
1	2014	San Pedro Ave	Jackson-Keller Rd	Basse	Rehabilitation
1	2014	San Pedro Ave	Jackson-Keller Rd	Oblate	Rehabilitation
1	2014	Saratoga	Vance Jackson	Dead End	Rehabilitation
1	2014	Scotland	Dresden	Gilbert Ln	Rehabilitation
1	2014	Seymour St	Camden St	Dallas St	Rehabilitation
1	2014	Vitra	S Presa St	S St Mary's	Rehabilitation
1	2014	W Agarita Ave	E Agarita Ave & N Main Ave	San Pedro Ave	Rehabilitation
1	2014	W Hermosa	Belknap St	San Pedro Ave	Rehabilitation
1	2014	W Laurel	N Hamilton Ave	Dead End	Rehabilitation
1	2014	W Lullwood Ave	McCullough Ave	San Pedro Ave	Rehabilitation
1	2014	W Wildwood	San Pedro Ave	Oran	Rehabilitation
1	2014	Walsh St	Camaron & IH 10 W Access Rd	N Flores St	Rehabilitation
1	2014	Zilla St	Belknap St	N Main Ave	Rehabilitation
1	2014	Elm St	Blum	E Commerce St	Sealant
1	2014	Freiling Dr	Dewhurst Rd	Barbet Dr	Sealant

**City of San Antonio  
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1	2014	Santa Anna	West Ave	Ih 10 W Access Rd	Sealant
1	2014	Santa Barbara	Fredericksburg Rd	West Ave	Sealant
1	2014	Alhambra	West Ave	Dead End Or Cul De Sac	Sealant
1	2014	Atlanta Ave	E Elmira St	E Laurel & Gillespie	Sealant
1	2014	Ave Del Rey	San Pedro Ave	Ave Maria Dr	Sealant
1	2014	Balcones Heights Rd	Fredericksburg Rd	Danville Dr	Sealant
1	2014	Bamburgh Dr	York Dr	Warwich Dr	Sealant
1	2014	Burwood Ln	Breeden St & Melliff	Blanco Rd	Sealant
1	2014	Camargo	S Presa St	Barrera	Sealant
1	2014	Camaron	W Commerce St	W Houston St	Sealant
1	2014	Canal	Callaghan Ave	Leigh St	Sealant
1	2014	Canal	Camargo	Callaghan Ave	Sealant
1	2014	Cliffwood Dr	Neer Ave	West Ave	Sealant
1	2014	Devine St	S Presa St	Labor	Sealant
1	2014	Dewhurst Rd	Pilgrim Dr	Trudell	Sealant
1	2014	E Ashby Place	W Ashby Place & N Main Ave	Terry Ct & N St Mary's	Sealant
1	2014	E Josephine St	W Josephine St	Us Hwy 281 N	Sealant
1	2014	Eager	Devine St	Sadie St	Sealant
1	2014	Eager	Callaghan Ave	Devine St	Sealant
1	2014	Errol	Millwood Ln	Chulie	Sealant
1	2014	First Park Ten	Ih 10 W Access Rd	Park Ten Blvd	Sealant
1	2014	Haby	Blanco Rd	Dead End Or Cul De Sac	Sealant
1	2014	Howard St	W Ashby Place	W French Place	Sealant
1	2014	Jeffrey	N Sabinas	N Navidad	Sealant
1	2014	La Manda Blvd	West Ave	Vance Jackson	Sealant
1	2014	Labor	Sadie St	Florida	Sealant
1	2014	Langton	Thames Dr	Blanco Rd	Sealant
1	2014	Langton	San Pedro Ave	Thames Dr	Sealant
1	2014	Laza St	Delgado St	Rivas St	Sealant
1	2014	Lewis St	W Ashby Place	W French Place	Sealant
1	2014	Melba Dr	Oblate	Mountaintop Blvd	Sealant
1	2014	Melliff	Burwood Ln & Breeden St	Ave Maria Dr	Sealant
1	2014	Mike	Springwood Ln	Sandalwood	Sealant
1	2014	Mountaintop Blvd	Linda Dr	Barbara	Sealant
1	2014	Mt Sacred Heart Rd	Madonna	Blanco Rd	Sealant

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1	2014	N Calaveras	Culebra Rd	Cincinnati Ave	Sealant
1	2014	N Navidad	W Laurel	Culebra Rd	Sealant
1	2014	N Navidad	Culebra Rd	Waverly	Sealant
1	2014	N Sabinas	Ruiz St	Delgado St	Sealant
1	2014	Nassau	West Ave	Wonder Pkwy	Sealant
1	2014	Neer Ave	Pilgrim Dr	Dead End Or Cul De Sac	Sealant
1	2014	Neer Ave	W Mariposa	Basse	Sealant
1	2014	Park Ten Blvd	Ih 10 W Access Rd	First Park Ten	Sealant
1	2014	Refugio St	Lavaca St	Dead End Or Cul De Sac	Sealant
1	2014	Riddle	Devine St	Vance St	Sealant
1	2014	Rounds St	N San Jacinto St	Dead End Or Cul De Sac	Sealant
1	2014	Sacramento	Ih 10 W Access Rd	Dead End Or Cul De Sac	Sealant
1	2014	Salem Dr	La Manda Blvd	Greenhaven	Sealant
1	2014	San Angelo	Catalina	Dead End Or Cul De Sac	Sealant
1	2014	Savannah	Saxon	Wonder Pkwy	Sealant
1	2014	Savannah	Wonder Pkwy	Vance Jackson	Sealant
1	2014	Sharon Dr	W Skipper Dr	E Skipper Dr	Sealant
1	2014	Tanglewood	Oblate	Maplewood Ln	Sealant
1	2014	Texas Ave	Williams Ave	Dead End Or Cul De Sac	Sealant
1	2014	Texas Ave	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
1	2014	Vance St	S Presa St	Labor	Sealant
1	2014	W Ashby Place	E Ashby Place & N Main Ave	Belknap St	Sealant
1	2014	W Josephine St	E Josephine St	N St Mary's	Sealant
1	2014	W Lynwood	Blanco Rd	Dead End Or Cul De Sac	Sealant
1	2014	W Salinas	N Flores St	Camaron	Sealant
1	2014	Waverly	N Navidad	N Calaveras	Sealant
1	2014	Wayside	Dewhurst Rd	Nw Loop 410 Access Rd	Sealant
1	2014	West Dr	W Woodlawn	Fredericksburg Rd	Sealant
1	2015	Callaghan Ave	S Presa St	Labor	Rehabilitation
1	2015	Camaron	W Houston St	Belvin	Rehabilitation
1	2015	Chelsea Dr	Vance Jackson	Saxon	Rehabilitation
1	2015	Dunbar	Lombrano	Micklejohn St	Rehabilitation
1	2015	E Hildebrand Ave	McCullough Ave	Shook Ave	Rehabilitation
1	2015	E Laurel St	Ogden St	McCullough Ave	Rehabilitation
1	2015	E Park Ave	Howard Rd	N St Mary's	Rehabilitation

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1	2015	E Rector	Mccullough Ave	Republic Dr	Rehabilitation
1	2015	Ewald	Valentino Place	E Mistletoe	Rehabilitation
1	2015	Gillespie	E Hildebrand Ave	Annie	Rehabilitation
1	2015	Harriett Dr	El Montan Ave	Basin	Rehabilitation
1	2015	Hitchings	W Cypress	W Poplar St	Rehabilitation
1	2015	Holland	McCullough Ave	Dead End East	Rehabilitation
1	2015	Judson St	E Hildebrand Ave	Annie	Rehabilitation
1	2015	Kendall	E Hildebrand Ave	Annie	Rehabilitation
1	2015	Ledge Ln	Shook Ave	Kings Ct	Rehabilitation
1	2015	Lombrano	NW 19th St	N Hamilton Ave	Rehabilitation
1	2015	Michigan Ave	W Woodlawn	Fulton Ave	Rehabilitation
1	2015	Micklejohn St	NW 19th St	Dunbar	Rehabilitation
1	2015	N Calaveras	Fredericksburg Rd	W Woodlawn	Rehabilitation
1	2015	Nesbit	W Cypress	Woodby	Rehabilitation
1	2015	Ogden St	E Cypress	E Evergreen	Rehabilitation
1	2015	Panola	Harriett Dr	Rilla Vista	Rehabilitation
1	2015	Richmond Ave	Auditorium Cir	N St Mary's	Rehabilitation
1	2015	Rilla Vista	Panola	Basin	Rehabilitation
1	2015	Sacramento	Beacon Ave	Carney	Rehabilitation
1	2015	Valentino Place	Ewald	Kings Ct	Rehabilitation
1	2015	W Cypress	N Flores St	Woodlief	Rehabilitation
1	2015	W Martin St	N Brazos St	N Navidad	Rehabilitation
1	2015	W Woodlawn	Fredericksburg Rd	San Pedro Ave	Rehabilitation
1	2015	Williams Ave	Texas Ave	Culebra Rd	Rehabilitation
1	2015	Woodby	Woodlief	Dead End	Rehabilitation
1	2015	Sacramento	West Ave	Ih 10 W Access Rd	Sealant
1	2015	Santa Barbara	West Ave	Ih 10 W Access Rd	Sealant
1	2015	W Elsmere Place	Blanco Rd	N Flores St	Sealant
1	2015	Basse	Basse	Mccullough Ave	Sealant
1	2015	Blanco Rd	W Summit	Fredericksburg Rd	Sealant
1	2015	Cincinnati Ave	N Trinity	N Navidad	Sealant
1	2015	E Dewey Place	W Dewey Place & N Main Ave	N St Mary's	Sealant
1	2015	E Martin St	N Main Ave & W Martin St	3rd St	Sealant
1	2015	E Rampart	Mccullough Ave	Republic Dr	Sealant
1	2015	E Rector	Republic Dr	Jones Maltsberger Rd	Sealant

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1	2015	Mertz Dr	E Rampart	Dead End Or Cul De Sac	Sealant
1	2015	N Main Ave	Ih 35 N	E Cypress & W Cypress	Sealant
1	2015	Redcliff Dr	Mccullough Ave	Republic Dr	Sealant
1	2015	Senova Dr	Mccullough Ave	Republic Dr	Sealant
1	2015	W Cevallos	Stark	Ih 35 S Access Rd	Sealant
1	2015	W Kings Hwy	Capitol	Breeden St	Sealant
1	2015	West Ave	Gardina St	W Ridgewood Ct	Sealant
1	2016	Breeden St	Beacon Ave	Carney	Rehabilitation
1	2016	Chulie	Mccullough Ave	Us Hwy 281 N Access Rd	Rehabilitation
1	2016	Cincinnati Ave	Ih 10 W Access Rd	Blanco Rd	Rehabilitation
1	2016	Cornell	Kensington Ave	Fredericksburg Rd	Rehabilitation
1	2016	E French Place	N Main Ave	McCullough Ave	Rehabilitation
1	2016	E Travis St	N Main Ave	Avenue E	Rehabilitation
1	2016	Maplewood Ln	El Montan Ave	Mccullough Ave	Rehabilitation
1	2016	Mcilvaine	Beacon Ave	San Pedro Ave	Rehabilitation
1	2016	Millwood Ln	Mccullough Ave	Tim	Rehabilitation
1	2016	Pinewood Ln	El Montan Ave	Dellwood	Rehabilitation
1	2016	Princeton	N Brazos St	Fredericksburg Rd	Rehabilitation
1	2016	Rexford	Mccullough Ave	Dead End East	Rehabilitation
1	2016	Sprucewood	Mccullough Ave	Cul-De-Sac	Rehabilitation
1	2016	Sprucewood	Errol	Us Hwy 281 N Access Rd	Rehabilitation
1	2016	Tim	Millwood Ln	Us Hwy 281 N Access Rd	Rehabilitation
1	2016	University	N Brazos St	Fredericksburg Rd	Rehabilitation
1	2016	W Lynwood	Capitol	Blanco Rd	Rehabilitation
1	2016	W Maplewood Ln	San Pedro Ave	Dead End	Rehabilitation
1	2016	Woodward	Dwyer Ave	Dead End East	Rehabilitation
1	2016	Aganier Ave	W Elsmere Place	Fulton Ave	Sealant
1	2016	Fulton Ave	Blanco Rd	N Flores St	Sealant
1	2016	Lotus St	S Presa St	Dead End	Sealant
1	2016	San Francisco	Fredericksburg Rd	West Ave	Sealant
1	2016	Santa Paula	W Hildebrand Ave	Edison Dr	Sealant
1	2016	W Gramercy Place	N Flores St	Breeden	Sealant
1	2016	Arroya Vista Dr	Blanco Rd	Green Meadow Blvd	Sealant
1	2016	Art	Freiling Dr	Latch Dr	Sealant
1	2016	Basse	Olympia	West Ave	Sealant

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Year	Year	Street	Street	Street	Street
1	2016	Basse	Blanco Rd	Olympia	Sealant
1	2016	Basse	Blanco Rd	Olympia	Sealant
1	2016	Blanco Rd	Blanco Rd	Alametos St	Sealant
1	2016	Blanco Rd	Alametos St	W Hermosa	Sealant
1	2016	Blanco Rd	Westwood	Santa Monica	Sealant
1	2016	Blanco Rd	W Ridgewood Ct	Pasadena	Sealant
1	2016	Blanco Rd	Santa Monica	Lee Hall	Sealant
1	2016	Blanco Rd	W Mariposa	Basse	Sealant
1	2016	Breeden St	Breeden St	Breeden St	Sealant
1	2016	E Kings Hwy	Mccullough Ave	Shook Ave	Sealant
1	2016	E Magnolia Ave	W Magnolia Ave & N Main Ave	Mccullough Ave	Sealant
1	2016	Greenhaven	Salem Dr	Vance Jackson	Sealant
1	2016	Howard St	W Craig Place	W Rosewood Ave	Sealant
1	2016	Jackson-keller Rd	Cotillion Dr	Nw Loop 410 Access Rd	Sealant
1	2016	Mink Dr	Vance Jackson	Dewhurst Rd	Sealant
1	2016	Republic Dr	Rexford	Dead End Or Cul De Sac	Sealant
1	2016	W Magnolia Ave	N Main Ave & E Magnolia Ave	San Pedro Ave	Sealant
1	2016	West Ave	N Amnon Dr	Wayside	Sealant
1	2016	West Ave	Storeywood	Jackson-keller Rd	Sealant
1	2016	West Ave	Mardell St	Dresden	Sealant
1	2016	Wonder Pkwy	Wonder Pkwy	Bobolink & Saratoga	Sealant
2	2012	Bee St	Ash	N Walters St	Rehabilitation
2	2012	Bernadine Dr	Diane Rd	Semlinger Rd	Rehabilitation
2	2012	Caspian Bay Dr	Crestway Rd	Chestnut Manor Dr	Rehabilitation
2	2012	Cody	Norfleet	E Carson	Rehabilitation
2	2012	Coleman	Ervin	Norfleet	Rehabilitation
2	2012	Coleman	N Walters St	Ervin	Rehabilitation
2	2012	Creekview	Currency Dr	Dead End	Rehabilitation
2	2012	Dietrich Rd	Cornerway Blvd	Ackerman Rd	Rehabilitation
2	2012	Dinn Dr	Fratt Rd	IH 35 N Access Rd	Rehabilitation
2	2012	E Carson	Hines	N Walters	Rehabilitation
2	2012	E Carson	Edgar Dr	Ervin	Rehabilitation
2	2012	Edgar Dr	E Carson	IH 35 N Access Rd	Rehabilitation
2	2012	El Fledo	S Mesquite St	Dead End	Rehabilitation
2	2012	Ervin	IH 35 N Access Rd	Hood St	Rehabilitation

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2	2012	Excalibur	Ray Bon Dr	Fratt Rd	Rehabilitation
2	2012	Frank	Hood St	IH 35 N Access Rd	Rehabilitation
2	2012	Gibbs St	S Mittman St	N Walters St	Rehabilitation
2	2012	Gray St	Ervin	N Walters	Rehabilitation
2	2012	Hines	IH 35 N Access Rd	Dead End	Rehabilitation
2	2012	Hood St	N Walters St	Ervin	Rehabilitation
2	2012	Hood St	Ash	N Walters St	Rehabilitation
2	2012	Hub Ave	Baxter	Spriggdale	Rehabilitation
2	2012	Indiana St	S Hackberry St	S Pine St	Rehabilitation
2	2012	Jim St	N Walters St	Ervin	Rehabilitation
2	2012	Lakewood Dr	Dellhaven	Semlinger Rd	Rehabilitation
2	2012	Lakewood Dr	Leesburg	Providence	Rehabilitation
2	2012	Latimer	Cardiff	Dead End	Rehabilitation
2	2012	Locke	IH 35 N Access Rd	Bethune	Rehabilitation
2	2012	Martin Luther King Dr	N Walters St	IH 10 E Access Rd	Rehabilitation
2	2012	Norfleet	Coleman	E Carson	Rehabilitation
2	2012	Reno	N Walters St	Ervin	Rehabilitation
2	2012	Sanders St	S Palmetto	S Pine St	Rehabilitation
2	2012	Splashtown Dr	Copeland	IH 35 N Access Rd	Rehabilitation
2	2012	W Boyer	IH 37 S	S Hackberry St	Rehabilitation
2	2012	Asbury Station	Woodlake Pkwy	Caribou Crk	Sealant
2	2012	Backbay Pass	Cul-De-Sac	Cul-De-Sac	Sealant
2	2012	Caribou Crk	Cutting Crk	Asbury Station	Sealant
2	2012	Dancing Ct	Caribou Crk	Asbury Station	Sealant
2	2012	Dashmoor Crk	Macaway Crk	Cul-De-Sac	Sealant
2	2012	Drifting Sky	Cul-De-Sac	Asbury Station	Sealant
2	2012	Easton Pass	Cul-De-Sac	Dancing Ct	Sealant
2	2012	Falcon Rock	Liberty Stone	Gusty Plain	Sealant
2	2012	Fisherman Sky	Marlin Meadow	Liberty Stone	Sealant
2	2012	Gunlock Crk	Cul-De-Sac	Cutting Crk	Sealant
2	2012	Gusty Plain	Falcon Rock	Dead End	Sealant
2	2012	Liberty Stone	Fisherman Sky	Falcon Rock	Sealant
2	2012	Mallard Meadow	Asbury Station	Fm 78	Sealant
2	2012	Marlin Meadow	Fisherman Sky	Macaway Crk	Sealant
2	2012	Sea Breeze	S Ww White Rd	Leesburg	Sealant



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2	2012	Belmont	N New Braunfels Ave	N Gevers St	Sealant
2	2012	Brandemere	Midcrown Dr	Castle Green	Sealant
2	2012	Brenhaven	Pecan Valley Dr	Dead End Or Cul De Sac	Sealant
2	2012	Burnet St	N Cherry	N Olive St	Sealant
2	2012	Burnet St	N New Braunfels Ave	N Gevers St	Sealant
2	2012	Burnet St	N Gevers St	N Rio Grande	Sealant
2	2012	Calmar	Lincolnshire Dr	Dead End Or Cul De Sac	Sealant
2	2012	Castle Cross	Rittiman Rd	Midcrown Dr E	Sealant
2	2012	Castle Crown Dr	Castle Glade Dr	Dead End Or Cul De Sac	Sealant
2	2012	Castle Fawn	Castle Glade Dr	Dead End Or Cul De Sac	Sealant
2	2012	Castle Glade Dr	Midcrown Dr	Castle Green	Sealant
2	2012	Castle Green	Lovett Oaks	Castle Knight Dr	Sealant
2	2012	Castle Knight Dr	Midcrown Dr	Dead End Or Cul De Sac	Sealant
2	2012	Castle Knight Dr	Midcrown Dr	Castle Green	Sealant
2	2012	Castle Throne	Castle Glade Dr	Dead End Or Cul De Sac	Sealant
2	2012	Castle Top	Castle Trl	Dead End Or Cul De Sac	Sealant
2	2012	Castle Trl	Midcrown Dr	Castle Knight Dr	Sealant
2	2012	Center St	N Polaris	N Gevers St	Sealant
2	2012	Charles Windham	Walzem Rd	Midcrown Dr	Sealant
2	2012	Colonial Sun Dr	Glacier Sun Dr	Dead End Or Cul De Sac	Sealant
2	2012	Crosswell	Landmark Dr	Dead End Or Cul De Sac	Sealant
2	2012	Culpepper	Harding Place	Iowa St	Sealant
2	2012	Dilworth St	S New Braunfels Ave	Iowa St	Sealant
2	2012	Edna Ave	Honey Blvd	Dafoste	Sealant
2	2012	Edna Ave	Spriggsdale	Honey Blvd	Sealant
2	2012	Fontaine Dr	Belgium	Willowood Blvd	Sealant
2	2012	Gay	E Commerce St	Aransas Ave	Sealant
2	2012	Gibbs St	N Polaris	N Gevers St	Sealant
2	2012	Harding Place	S New Braunfels Ave	S Gevers St	Sealant
2	2012	Holmgreen Rd	Rigsby Ave	My Ln	Sealant
2	2012	Hub Ave	Honey Blvd	Dafoste	Sealant
2	2012	Hub Ave	Spriggsdale	Honey Blvd	Sealant
2	2012	Iowa St	S Polaris	S Gevers St	Sealant
2	2012	Jim St	Edgar Dr	Dead End Or Cul De Sac	Sealant
2	2012	Judivan	Kingston	Dead End Or Cul De Sac	Sealant

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2	2012	Kingston	Judivan	Bikini Dr	Sealant
2	2012	Lakewood Dr	Leesburg	Providence	Sealant
2	2012	Lanai	Judivan	Tropical Dr	Sealant
2	2012	Lincolnshire Dr	Amanda	Calmar	Sealant
2	2012	Lockhart	Dawson St	Burnet St	Sealant
2	2012	Lockhart	Burnet St	Sherman St	Sealant
2	2012	Lucerne	Landmark Dr	Dead End Or Cul De Sac	Sealant
2	2012	Moana Dr	Palm Bay	Kingston	Sealant
2	2012	N Gevers St	E Commerce St & S Gevers St	E Houston St	Sealant
2	2012	N Grimes St	E Commerce St & S Grimes St	E Houston St	Sealant
2	2012	N Mesquite St	Nolan	Burnet St	Sealant
2	2012	N Mesquite St	Center St	E Houston St	Sealant
2	2012	N Polaris	E Commerce St & S Polaris	E Houston St	Sealant
2	2012	N Rio Grande	Belmont	E Houston St	Sealant
2	2012	Palm Bay	Tropical Dr	Moana Dr	Sealant
2	2012	Paso Hondo	N New Braunfels Ave	N Gevers St	Sealant
2	2012	Pear Tree	Landmark Dr	Judivan	Sealant
2	2012	Pierce	Ih 35 N Access Rd	E Grayson St	Sealant
2	2012	Red Blf	Landmark Dr	Judivan	Sealant
2	2012	S Grimes St	Montana	Anderson St	Sealant
2	2012	S Polaris	Harding Place	Virginia Blvd	Sealant
2	2012	Sherman St	N New Braunfels Ave	Edgar Dr	Sealant
2	2012	St Martin	Burnet St	Blaine St	Sealant
2	2012	St Martin	Dawson St	Burnet St	Sealant
2	2012	St Martin	Blaine St	Sherman St	Sealant
2	2012	Sun Canyon Dr	Misty Springs Dr & Spring Sun	Summer Fest	Sealant
2	2012	Sunrise Bend Dr	Mystic Sunrise Dr	Sunrise Cove Dr	Sealant
2	2012	Tallulah Dr	Blue Ash	Kingston	Sealant
2	2012	Tropical Dr	Blue Ash	Kingston	Sealant
2	2012	Welhausen	Harding Place	Virginia Blvd	Sealant
2	2013	Adamston	J St	Cul-De-Sac	Rehabilitation
2	2013	Aransas Ave	S Hackberry St	S Pine St	Rehabilitation
2	2013	Aurelia St	Rigsby Ave	Roland Ave	Rehabilitation
2	2013	Brahan Blvd	Broadway	N Pine St	Rehabilitation
2	2013	Byrnes	Harry Wurzbach	S Vandiver Rd	Rehabilitation

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2	2013	Canadian St	N New Braunfels Ave	N Palmetto	Rehabilitation
2	2013	Claver	Aransas Ave	Martin Luther King Dr	Rehabilitation
2	2013	Coca Cola Place	E Commerce St	E Houston St	Rehabilitation
2	2013	Dafoste	Lone Oak Ave	Nellina	Rehabilitation
2	2013	Dafoste	E Commerce St	Lone Oak	Rehabilitation
2	2013	Denver Blvd	S Gevers St	S Walters St	Rehabilitation
2	2013	E Drexel Ave	Pecan Valley Dr	Dead End	Rehabilitation
2	2013	E Drexel Ave	Amanda	Pecan Valley Dr	Rehabilitation
2	2013	Emil	IH 10 E Access Rd	N WW White Rd	Rehabilitation
2	2013	Fratt Rd	Eisenhauer Rd	Excalibur	Rehabilitation
2	2013	Gibbs-Sprawl Rd	Rittiman Cut	Walzem Rd	Rehabilitation
2	2013	Hartcrest Place	Manderly Place	Mannington Place	Rehabilitation
2	2013	Hays St	N Rio Grande	N Walters	Rehabilitation
2	2013	J St	Pecan Valley Dr	Dead End	Rehabilitation
2	2013	Kingston	Eisenhauer Rd	Lanark Dr & Amador	Rehabilitation
2	2013	Lacey	Martin Luther King Dr	Dead End	Rehabilitation
2	2013	Montana	S Cherry	S Hackberry St	Rehabilitation
2	2013	Nellie	G St	H St	Rehabilitation
2	2013	Petroleum Dr	IH 35 N Access Rd	WW White Rd & Holbrook	Rehabilitation
2	2013	Port Entry	SE Loop 410 Access Rd	Dead End	Rehabilitation
2	2013	S Polaris	Harding Place	N Polaris & E Commerce St	Rehabilitation
2	2013	Sewanee St	Hampton St	Pecan Valley Dr	Rehabilitation
2	2013	Chesapeake	Providence	Cul-De-Sac	Sealant
2	2013	Hampstead	Providence	Cul-De-Sac	Sealant
2	2013	Ida Crk	S Ww White Rd	Silver River	Sealant
2	2013	Ida Falls	River Canyon	Texas River	Sealant
2	2013	Ilma St	Holmgreen Rd	Chesapeake	Sealant
2	2013	Jamestown	Leesburg	Providence	Sealant
2	2013	Lakewood Dr	S Ww White Rd	Providence	Sealant
2	2013	Leesburg	Vicksburg Dr	Sea Breeze	Sealant
2	2013	Macaway Crk	Cutting Crk	Marlin Meadow	Sealant
2	2013	Quiet Stream	River Post	Shining Waters	Sealant
2	2013	River Post	River Canyon	Quiet Stream	Sealant
2	2013	Shiloh	Leesburg	Dead End	Sealant
2	2013	Shining Waters	River Canyon	Quiet Stream	Sealant

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2	2013	Silver River	River Canyon	Texas River	Sealant
2	2013	Texas River	Silver River	Ida Falls	Sealant
2	2013	Vicksburg Dr	Providence	Cul-De-Sac	Sealant
2	2013	Alma	S WW White Rd	SE Loop 410 Access Rd	Sealant
2	2013	Ambrosia	Fargo Ave	Dead End Or Cul De Sac	Sealant
2	2013	Aransas Ave	Martin Luther King Dr	Honey Blvd	Sealant
2	2013	Ash	E Carson	Hood St	Sealant
2	2013	Bikini Dr	Blue Ash	Kingston	Sealant
2	2013	Blue Ash	Judivan	Bikini Dr	Sealant
2	2013	Bradshaw	Rittiman Rd	Dead End Or Cul De Sac	Sealant
2	2013	Brooksdale Dr	Martin Luther King Dr	Bunche	Sealant
2	2013	Bundy	Aransas Ave	Dead End Or Cul De Sac	Sealant
2	2013	Carol Crest	Belinda Lee	Kay Ann Dr	Sealant
2	2013	Day	Rigsby Ave	E Drexel Ave	Sealant
2	2013	Dorie St	Brooksdale Dr	Dead End Or Cul De Sac	Sealant
2	2013	Dorie St	Ih 10 E Access Rd	Brooksdale Dr	Sealant
2	2013	E Commerce St	S New Braunfels Ave & N New Braunfels Ave	Coca Cola Place	Sealant
2	2013	Eastham	Day	Pioneer	Sealant
2	2013	Edgar Dr	N Walters St	Larry St	Sealant
2	2013	Edgar Dr	Rullman	Seguin St	Sealant
2	2013	F St	Pecan Valley Dr	Wheatley Ave	Sealant
2	2013	Factory Hill	N Ww White Rd	N Ww White Rd	Sealant
2	2013	Fargo Ave	Honey Blvd	Ambrosia	Sealant
2	2013	Ferris Ave	Cotton	Dead End Or Cul De Sac	Sealant
2	2013	Hershey	Dellhaven	Semlinger Rd	Sealant
2	2013	Humphrey	Broadway	N Pine St	Sealant
2	2013	Hunters Glen	Windover	Dead End Or Cul De Sac	Sealant
2	2013	Kay Ann Dr	Susanwood Dr	Carol Crest	Sealant
2	2013	Larry St	Edgar Dr	N Walters St	Sealant
2	2013	Lavender Ln	S Ww White Rd	Dead End Or Cul De Sac	Sealant
2	2013	Lincolnshire Dr	Pecan Valley Dr	Brooksdale Dr	Sealant
2	2013	Lock Lomond Ln	Pebblebrook	Knotty Oak	Sealant
2	2013	Lone Oak Ave	Martin Luther King Dr	F St	Sealant
2	2013	Lost Trl	Quail Creek Dr	Dead End Or Cul De Sac	Sealant
2	2013	Morningview	Brooksdale Dr	Dead End Or Cul De Sac	Sealant

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2	2013	Morningview	Bookertee	Brooksdale Dr	Sealant
2	2013	Morningview	Pecan Valley Dr	Bookertee	Sealant
2	2013	Nika St	N Pine St	Dead End Or Cul De Sac	Sealant
2	2013	Old Coach	Pebblebrook	Knotty Oak	Sealant
2	2013	Pebblebrook	Lock Lomond Ln	Old Coach	Sealant
2	2013	Pioneer	Rigsby Ave	E Drexel Ave	Sealant
2	2013	Prelude	Yucca St	Aurelia St	Sealant
2	2013	Sterling St	Brooksdale Dr	Dead End Or Cul De Sac	Sealant
2	2013	Sterling St	Brooksdale Dr	Dead End Or Cul De Sac	Sealant
2	2013	Susanwood Dr	Belinda Lee	Kay Ann Dr	Sealant
2	2013	Tropical Dr	Molokai	Glendora	Sealant
2	2013	Tuscany	Rossolis	Picardie Dr	Sealant
2	2013	Whispering Crk	Kay Ann Dr	Lock Lomond Ln	Sealant
2	2013	Yucca St	Lone Oak Ave	Dead End Or Cul De Sac	Sealant
2	2014	Alling	Broadway	N Alamo St	Rehabilitation
2	2014	AT And T Center Pkwy	IH 35 N Access Rd	Gembler Rd	Rehabilitation
2	2014	Austin St	E Carson & W Carson	E Grayson St	Rehabilitation
2	2014	Carolina	S Cherry	S Mesquite St	Rehabilitation
2	2014	Castle Arms Dr	Castle Lance Dr	Midcrown Dr E	Rehabilitation
2	2014	Dahlia Terrace	Castle Vw	Midcrown Dr E	Rehabilitation
2	2014	E Josephine St	N Alamo St	Avenue B	Rehabilitation
2	2014	I St	Amanda	Hampton St	Rehabilitation
2	2014	Lakewood Dr	Bible St	Diane Rd	Rehabilitation
2	2014	Midcrown Dr	Eisenhower Rd & Midcrown Dr E	Walzem Rd	Rehabilitation
2	2014	Mississippi	S Cherry	Dead End	Rehabilitation
2	2014	Porter St	S Gevers St	S New Braunfels Ave	Rehabilitation
2	2014	Prince Valiant Dr	Midcrown Dr	Ray Bon Dr	Rehabilitation
2	2014	Readwell Dr	S WW White Rd	Upland Dr	Rehabilitation
2	2014	Sandmeyer	Calhoun	Edgar Dr	Rehabilitation
2	2014	Seale Rd	N WW White Rd	Dead End	Rehabilitation
2	2014	Service Center Dr	Distribution & Kaepa Ct	Business Park	Rehabilitation
2	2014	St James	Burnet St	Hays St	Rehabilitation
2	2014	Upland Dr	E Houston St	Martin Luther King Dr	Rehabilitation
2	2014	Wycliff	Semlinger Rd	Dellhaven	Rehabilitation
2	2014	Yucca St	Anita St	Amanda	Rehabilitation

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2	2014	Amethyst Way	Pyrite Loop	Jasper Holw	Sealant
2	2014	Avonlea Pond	Quiet Stream	Ida Dr	Sealant
2	2014	Cinnabar Cv	Pyrite Loop	Imperial Topaz	Sealant
2	2014	Desert Glass	Pyrite Loop	Imperial Topaz	Sealant
2	2014	Ida Spg	River Canyon	Cul-De-Sac	Sealant
2	2014	Onyx Way	Pyrite Loop	Imperial Topaz	Sealant
2	2014	Providence	Chesapeake	Sea Breeze	Sealant
2	2014	River Canyon	Silver River	Shining Waters	Sealant
2	2014	River Fork	River Canyon	Cul-De-Sac	Sealant
2	2014	Sapphire Cave	Imperial Topaz	Cul-De-Sac	Sealant
2	2014	Smoky Quartz	Imperial Topaz	Jasper Holw	Sealant
2	2014	Aina Ln	Holbrook	Rittiman Rd	Sealant
2	2014	Blaine St	N New Braunfels Ave	N Gevers St	Sealant
2	2014	Brenhaven	Pecan Valley Dr	Dead End	Sealant
2	2014	Burleson St	N New Braunfels Ave	N Gevers St	Sealant
2	2014	Castle Brook	Midcrown Dr E	Castle Cross	Sealant
2	2014	Castle Hunt Dr	Castle Knoll	Castle Cross	Sealant
2	2014	Castle Knoll	Castle Brook	Dead End Or Cul De Sac	Sealant
2	2014	Castle Lance Dr	Castle Prince Dr	Midcrown Dr E	Sealant
2	2014	Castle Path Dr	Castle Prince Dr	Midcrown Dr E	Sealant
2	2014	Castle Prince Dr	Castle Lance Dr	Castle Brook	Sealant
2	2014	Castle Run Dr	Castle Knoll	Castle Cross	Sealant
2	2014	Castle Shield	Castle Lance Dr	Midcrown Dr E	Sealant
2	2014	Castle Sword Dr	Castle Prince Dr	Midcrown Dr E	Sealant
2	2014	Clark Ave	Martin Luther King Dr	Aransas Ave	Sealant
2	2014	Clark Ave	Fuente Alley	J St	Sealant
2	2014	Clark Ave	Aransas Ave	H St	Sealant
2	2014	Goldsmith St	S Rio Grande	Garcia St	Sealant
2	2014	Hedges St	S Rio Grande	S Rio Grande	Sealant
2	2014	Holbrook	Woodburn	Eisenhauer Rd	Sealant
2	2014	J St	Clark Ave	Twohig Ave & Roland Ave	Sealant
2	2014	Logan St	N New Braunfels Ave	St Martin	Sealant
2	2014	Midcrown Dr E	Eisenhauer Rd & Midcrown Dr	Castle Cross	Sealant
2	2014	Moten St	Unnamed St At Sherman St	St Martin	Sealant
2	2014	Moten St	St Martin	Lockhart	Sealant

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2	2014	N Rio Grande	E Commerce St & S Rio Grande	Belmont	Sealant
2	2014	N Rio Grande	Hays St	Hines & Larry St	Sealant
2	2014	Onslow	Burnet St	N Rio Grande & Gabriel	Sealant
2	2014	Paulsun	Belgium	Gembler Rd	Sealant
2	2014	Porter St	S Mittman St	Clark Ave	Sealant
2	2014	Ray Bon Dr	Eisenhower Rd	Walzem Rd & Windway Dr	Sealant
2	2014	Rice Rd	Brooksdale Dr	Diane Rd	Sealant
2	2014	Rudolph	Unnamed St At Sherman St	N Gevers St	Sealant
2	2014	S Rio Grande	Hedges St	Martin Luther King Dr	Sealant
2	2014	S Rio Grande	N Rio Grande & E Commerce St	Hedges St	Sealant
2	2014	Sinclair Rd	Tillie	Se Loop 410 Access Rd	Sealant
2	2014	Sinclair Rd	Se Loop 410	Lakeland	Sealant
2	2014	Versailles Dr	Picardie Dr	Marseilles	Sealant
2	2015	Aniol	AT And T Center Pkwy	Cul-De-Sac	Rehabilitation
2	2015	At And T Center Pkwy	Gembler Ave	E Houston St	Rehabilitation
2	2015	Binz-Engleman Rd	IH 35 N Access Rd	NE Loop 410 Access Rd	Rehabilitation
2	2015	Center Park Blvd	Fratt Rd	IH 35 N Access Rd	Rehabilitation
2	2015	Copeland	IH 35 N Access Rd	Dead End W	Rehabilitation
2	2015	Covina Ave	Fonville	Dell Oak Dr	Rehabilitation
2	2015	Creekmoor	Dellhaven	Semlinger Rd	Rehabilitation
2	2015	Delaware	S Cherry	S Pine St	Rehabilitation
2	2015	Dell Oak Dr	Cyril	Cicero Ave	Rehabilitation
2	2015	Greatland Dr	Industry Park Dr	Cul-De-Sac	Rehabilitation
2	2015	Landmark Dr	Pear Tree	Judivan	Rehabilitation
2	2015	Mary Diane Dr	Dellhaven	Semlinger Rd	Rehabilitation
2	2015	Northeast Pkwy	Harry Wurzbach	N Sunbelt Dr	Rehabilitation
2	2015	Quail Creek Dr	NE Loop 410 Access Rd	Running Crk	Rehabilitation
2	2015	S Hackberry St	Dreiss	Florida	Rehabilitation
2	2015	S Pine St	Aransas Ave	Porter St	Rehabilitation
2	2015	S Sunbelt Dr	Northeast Pkwy	Target	Rehabilitation
2	2015	Sinclair Rd	Lakeland	Foster Meadows	Rehabilitation
2	2015	Vicksburg Dr	Providence	Leesburg	Rehabilitation
2	2015	Autumn Lake	Lake Tahoe	Vista Lake	Sealant
2	2015	Bottomless Lake	Lake Superior	Lake Victoria	Sealant
2	2015	Cutting Crk	Cul-De-Sac	Asbury Station	Sealant

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Year	Year	Street Name	Street Name	Street Name	Maintenance Type
2	2015	Heather Meadow	Lake Victoria	Dead End	Sealant
2	2015	Misty Lake	Lake Tahoe	Vista Lake	Sealant
2	2015	Sage Meadow	Lake Superior	Lake Victoria	Sealant
2	2015	Summer Meadow	Lake Superior	Lake Victoria	Sealant
2	2015	Vista Lake	Lake Victoria	Misty Lake	Sealant
2	2015	Castle Court Dr	Castle Way Dr	Dead End Or Cul De Sac	Sealant
2	2015	Castle Gate	Castle Way Dr	Dead End Or Cul De Sac	Sealant
2	2015	Castle Lake	Castle Knoll	Castle Cross	Sealant
2	2015	Castle Rock	Castle Way Dr	Dead End Or Cul De Sac	Sealant
2	2015	Castle Way Dr	Ray Bon Dr	Midcrown Dr	Sealant
2	2015	Crusade Dr	King Arthur	Ray Bon Dr	Sealant
2	2015	E Houston St	At And T Center Pkwy	IH 10 E Access Rd	Sealant
2	2015	Fratt Rd	Rittiman Rd & Business Park	Eisenhower Rd	Sealant
2	2015	Gabriel	N New Braunfels Ave	N Gevers St	Sealant
2	2015	Gabriel	N Gevers St	N Rio Grande & Onslow	Sealant
2	2015	Lord Rd	Martin Luther King Dr & Stolnet	S Ww White Rd	Sealant
2	2015	Martin Luther King Dr	Lone Oak Ave	Stolnet & Lord Rd	Sealant
2	2015	Merlin Dr	King Arthur	Ray Bon Dr	Sealant
2	2015	N Walters St	Larry St	Runnels	Sealant
2	2015	Nolan	N Hackberry St	N New Braunfels Ave	Sealant
2	2015	Nolan	Live Oak St	N Hackberry St	Sealant
2	2015	S New Braunfels Ave	Montana	Nevada	Sealant
2	2015	S New Braunfels Ave	Nevada	Westfall Ave	Sealant
2	2015	Sir Gareth	Midcrown Dr	Castle Green	Sealant
2	2016	Bee St	Coleman	Ervin	Rehabilitation
2	2016	Castle Inn	Castle Vw	Cul-De-Sac	Rehabilitation
2	2016	Center Stone	Cornerway Blvd	Cul-De-Sac	Rehabilitation
2	2016	Centerpiece Dr	Cornerway Blvd	Ne Loop 410 Access Rd	Rehabilitation
2	2016	Chestnut Manor Dr	Donshire Dr	Caspian Bay Dr	Rehabilitation
2	2016	Corner Pkwy	NE Loop 410 Access Rd	Cornerway Blvd	Rehabilitation
2	2016	Corner Rdg	Cornerway Blvd	Dead End	Rehabilitation
2	2016	Cresham Dr	Corinne	Grantham	Rehabilitation
2	2016	Hays St	N Pine St	St Charles	Rehabilitation
2	2016	Industry Park Dr	Rittiman Rd	Greatfare	Rehabilitation
2	2016	Jackies Farm	Lakeview Ct	Mystic Sunrise Dr	Rehabilitation



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2	2016	Jemison St	Clark Ave	Anita St	Rehabilitation
2	2016	Kilgore	Langdon Rd	Diversey Dr	Rehabilitation
2	2016	Lamar St	N Walters St	N Rio Grande	Rehabilitation
2	2016	N Palmetto	IH 35 N Access Rd	E Grayson St	Rehabilitation
2	2016	Northaven Dr	Gander Park	Loncrest Ln	Rehabilitation
2	2016	Olney Dr	Pansy Ln	Ginger Ln	Rehabilitation
2	2016	Robbins Glade	Longing Trl	Cul-De-Sac	Rehabilitation
2	2016	St Charles	Lamar St	Burnet St	Rehabilitation
2	2016	Stolnet	Algruth Dr	Martin Luther King Dr	Rehabilitation
2	2016	Stout Dr	Ne Loop 410 Access Rd	Cul-De-Sac	Rehabilitation
2	2016	Twohig Ave	Hampton St	G St	Rehabilitation
2	2016	Imperial Topaz	Smoky Quartz	Onyx Way	Sealant
2	2016	Lake Superior	Lake Tahoe	Cul-De-Sac	Sealant
2	2016	Lake Tahoe	Lake Superior	Autumn Lake	Sealant
2	2016	Robin Meadow	Lake Superior	Cul-De-Sac	Sealant
2	2016	Galahad Dr	King Arthur	Ray Bon Dr	Sealant
2	2016	Guinevere Dr	King Arthur	Ray Bon Dr	Sealant
2	2016	King Arthur	Crusade Dr	Dead End Or Cul De Sac	Sealant
2	2016	Lancelot Dr	King Arthur	Ray Bon Dr	Sealant
2	2016	Lincolnshire Dr	Robeson	Aurelia St	Sealant
2	2016	Morningview	Robeson	Aurelia St	Sealant
2	2016	Prince Valiant Dr	King Arthur	Ray Bon Dr	Sealant
2	2016	Robeson	Martin Luther King Dr	Yucca St	Sealant
2	2016	Rosary St	S Rio Grande	Garcia St	Sealant
2	2016	Sterling St	Robeson	Dead End East	Sealant
3	2012	Arlington Ct	S Presa St	Dead End	Rehabilitation
3	2012	Ashley Rd	Mission Rd & Espada Rd	Unnamed Rd At Braubach	Rehabilitation
3	2012	Channing	Clark Ave	Anita St	Rehabilitation
3	2012	Chicago Blvd	IH 37 S Access Rd	S Presa St	Rehabilitation
3	2012	Commercial Ave	IH 35 S Access Rd	W Southcross Blvd	Rehabilitation
3	2012	Congress	Roosevelt Ave	S Flores St	Rehabilitation
3	2012	Dollarhide Ave	E Southcross Blvd	Skyridge Ave	Rehabilitation
3	2012	E Villaret Blvd	Moursund Blvd & W Villaret Blvd	Pleasanton Rd	Rehabilitation
3	2012	Edge Ave	Dollarhide Ave	Kellis	Rehabilitation
3	2012	Family Tree	Brick House	Roland Ave	Rehabilitation

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3	2012	Flower	E Highland Blvd	Rigsby Ave	Rehabilitation
3	2012	Garnett Ave	W Baetz Blvd	W Formosa Blvd	Rehabilitation
3	2012	Genevieve Dr	Roosevelt Ave	S Flores St	Rehabilitation
3	2012	Halliday Ave	S New Braunfels Ave	Stanfield	Rehabilitation
3	2012	Halliday Ave	S New Braunfels Ave	Piedmont Ave	Rehabilitation
3	2012	Hanna	S New Braunfels Ave	Stanfield	Rehabilitation
3	2012	Hansford St	Mission Rd	Roosevelt Ave	Rehabilitation
3	2012	Jaylee Dr	Utopia Ln	Cul-De-Sac	Rehabilitation
3	2012	Mc Kinley Ave	S Presa St	Dead End	Rehabilitation
3	2012	Mission Pkwy	SE Military Dr	Mission Pkwy Bridge	Rehabilitation
3	2012	S WW White Rd	Hildebrandt	SE Loop 410 Access Rd	Rehabilitation
3	2012	Schley Ave	Mc Kinley Ave	S Presa St	Rehabilitation
3	2012	Vanderbilt	Clark Ave	Anita St	Rehabilitation
3	2012	W Dickson Ave	Boswell St	S Flores St	Rehabilitation
3	2012	Bajo Luna	Bosque Seco	Pavo Viejo	Sealant
3	2012	Bosque Seco	Fairlawn Dr	Bajo Luna	Sealant
3	2012	Cinco Rios	Fairlawn Dr	Miho	Sealant
3	2012	Copinsay Ave	Fairlawn Dr	Dumbarton Dr	Sealant
3	2012	Invierno	Mas Frio	Cul-De-Sac	Sealant
3	2012	Monte Seco	Fairlawn Dr	Puente	Sealant
3	2012	Otono	Monte Seco	Cul-De-Sac	Sealant
3	2012	Palo Solo	Fairlawn Dr	Monte Seco	Sealant
3	2012	Pavo Viejo	Monte Seco	Cul-De-Sac	Sealant
3	2012	Relampago	Monte Seco	Cul-De-Sac	Sealant
3	2012	Verde Bosque	Monte Seco	Cul-De-Sac	Sealant
3	2012	Ada St	Goliad Rd	Kipling Ave	Sealant
3	2012	Avant Ave	S Hackberry St	St Anthony Ave	Sealant
3	2012	Birch	Westfall Ave	Ih 10 E Access Rd	Sealant
3	2012	Bob Billa	Dollarhide Ave	Wales Ave	Sealant
3	2012	Broadbent Ave	Steves Ave	Fair Ave	Sealant
3	2012	Coney Ave	Clark Ave	Goliad Rd	Sealant
3	2012	E Drexel Ave	W Drexel Ave & S Hackberry St	Ih 10 E Access Rd	Sealant
3	2012	E Drexel Ave	S Pine St	Piedmont Ave	Sealant
3	2012	E Hutchins Place	Pleasanton Rd & W Hutchins Place	Chaucer Ave	Sealant
3	2012	E Petaluma Blvd	Bascum Blvd	Barranca Ave	Sealant

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3	2012	E Sayers Ave	S Flores St & W Sayers Ave	Mission Rd	Sealant
3	2012	Fitch St	Pleasanton Rd	Ih 35 S Access Rd	Sealant
3	2012	Glasgow Dr	Se Military Dr	Copinsay Ave	Sealant
3	2012	Heather Ave	S Walters St	Clark Ave	Sealant
3	2012	Kashmuir Place	S Walters St	Clark Ave	Sealant
3	2012	Kipling Ave	S Mittman St	Clark Ave	Sealant
3	2012	Loleta	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
3	2012	Mauermann Rd	Applewhite Rd	Pleasanton Rd	Sealant
3	2012	Norma St	Emilie St	Dead End Or Cul De Sac	Sealant
3	2012	Old Corpus Christi Rd	Goliad Rd & Se Loop 410 Access Rd	Ih 37 S	Sealant
3	2012	Old Corpus Christi Rd	Ih 37 S	Old Corpus Christi Rd	Sealant
3	2012	Piedmont Ave	Ih 10 E Access Rd	Rigsby Ave	Sealant
3	2012	Ronda St	Shasta Ave	Dead End Or Cul De Sac	Sealant
3	2012	S Mittman St	Fair Ave	Goliad Rd	Sealant
3	2012	S Olive St	E Boyer	Ih 10 E Access Rd	Sealant
3	2012	S Palmetto	Ih 10 E Access Rd	Rigsby Ave	Sealant
3	2012	S Pine St	Westfall Ave	Ih 10 E Access Rd	Sealant
3	2012	S Pine St	Steves Ave	Ih 37 S Access Rd	Sealant
3	2012	S Walters St	Fair Ave	Goliad Rd	Sealant
3	2012	Shannon	Norma St	Sussex Ave	Sealant
3	2012	St Anthony Ave	Ih 10 E Access Rd	Rigsby Ave	Sealant
3	2012	Sussex Ave	Pleasanton Rd	Shannon	Sealant
3	2012	Treehouse Dr	Pecan Grove Blvd	Tee St	Sealant
3	2012	W Ansley Blvd	Moursund Blvd	Commercial Ave	Sealant
3	2012	W Dickson Ave	Boswell St	Pleasanton Rd	Sealant
3	2012	W Harding Blvd	E Harding Blvd & S Flores St	Garnett Ave	Sealant
3	2012	W Mayfield	E Mayfield & Pleasanton Rd	Commercial Ave	Sealant
3	2012	W Pyron Ave	Pleasanton Rd	Commercial Ave	Sealant
3	2013	Cadmus	96Th St	99Th St	Rehabilitation
3	2013	Channing	Nopal St	S Gevers St	Rehabilitation
3	2013	Clark Ave	Goliad Rd & Bill Miller Ln	Hot Wells	Rehabilitation
3	2013	Dimmitt St	S Presa St	Dead End	Rehabilitation
3	2013	Dunning	S Hackberry St	Aberdeen	Rehabilitation
3	2013	E Southcross Blvd	S Flores St	Pleasanton Rd	Rehabilitation
3	2013	Golf View Dr	Kashmuir Place	Pecan Valley Dr & Pecan Valley Cir	Rehabilitation

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3	2013	Hiawatha	Nopal St	S Gevers St	Rehabilitation
3	2013	Kayton Ave	S Hackberry St	S New Braunfels Ave	Rehabilitation
3	2013	Mc Kinley Ave	S New Braunfels Ave	S Palmetto	Rehabilitation
3	2013	Mebane	Linda Lou Dr	S Hackberry St	Rehabilitation
3	2013	Metz Ave	Andricks	Dollarhide Ave	Rehabilitation
3	2013	Nopal St	Fair Ave	Channing	Rehabilitation
3	2013	Oscar	Riverside Dr	Dead End	Rehabilitation
3	2013	Probandt St	E Theo Ave	W Mitchell St	Rehabilitation
3	2013	Rhett Butler	Natchez Trail Dr	Tarleton	Rehabilitation
3	2013	S New Braunfels Ave	E Southcross Blvd	Fair Ave	Rehabilitation
3	2013	Southton Rd	SE Loop 410 Access Rd	COSA City Limits	Rehabilitation
3	2013	St Anthony Ave	Steves Ave	Topeka	Rehabilitation
3	2013	Toudouze	Pleasanton Rd	S Flores St	Rehabilitation
3	2013	Troy Dr	Ashley Rd	Dead End	Rehabilitation
3	2013	W Hermitage	Riverside Dr	Riverside Dr	Rehabilitation
3	2013	Winesap	Texoma Dr	Baffin	Rehabilitation
3	2013	Bear Oak Path	Emory Oak Dr	Lacey Oak Path	Sealant
3	2013	Beechnut Oak	Dunn Oak Dr	Ogelthorpe Oak	Sealant
3	2013	Bur Oak Path	Emory Oak Dr	Cul-De-Sac	Sealant
3	2013	Bur Oak Way	Emory Oak Dr	Black Oak Pass	Sealant
3	2013	Chinkapin Oak	Emory Oak Dr	Cul-De-Sac	Sealant
3	2013	Chisos Oak Dr	Shumard Oak Dr	Cul-De-Sac	Sealant
3	2013	Dunn Oak Dr	Emory Oak Dr	Beechnut Oak	Sealant
3	2013	Lacey Oak Path	Bear Oak Path	Cul-De-Sac	Sealant
3	2013	Laurel Oak Way	Dunn Oak Dr	Cul-De-Sac	Sealant
3	2013	Nuttall Oak Dr	Shumard Oak Dr	Cul-De-Sac	Sealant
3	2013	Ogelthorpe Oak	Emory Oak Dr	Beechnut Oak	Sealant
3	2013	Toumey Oak Dr	Cul-De-Sac	Cul-De-Sac	Sealant
3	2013	Ada St	S Presa St	S Hackberry St	Sealant
3	2013	Ada St	S Hackberry St	S Pine St	Sealant
3	2013	Bremen Ave	Hiawatha	Dead End Or Cul De Sac	Sealant
3	2013	Bristol Ave	S Flores St	Mission Rd	Sealant
3	2013	Chaucer Ave	Creath Place	E Formosa Blvd	Sealant
3	2013	Chicago Blvd	Piedmont Ave	Stanfield	Sealant
3	2013	Clovis Place	Pleasanton Rd	Commercial Ave	Sealant

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3	2013	Cox	Regina St	Mebane	Sealant
3	2013	Cravens Ave	Goliad Rd	Clark Ave	Sealant
3	2013	Devoto Ave	Regina St	Mebane	Sealant
3	2013	Devoto Ave	Ward Ave	Regina St	Sealant
3	2013	E Ackard Place	Gladnell Ave & E Amber	Fournier	Sealant
3	2013	E Amber	E Amber	Gladnell Ave & E Ackard Place	Sealant
3	2013	E Amber	E Amber	Langford Place & Gladnell Ave	Sealant
3	2013	E Amber	Pleasanton Rd & W Amber	E Amber	Sealant
3	2013	E Chavaneaux	Se Loop 410 Access Rd	Roosevelt Ave	Sealant
3	2013	E Villaret Blvd	Pleasanton Rd	Yett Ave	Sealant
3	2013	Glamis Ave	Goliad Rd	Clark Ave	Sealant
3	2013	Greer St	Nopal St	S Gevers St	Sealant
3	2013	Hallie Ave	Greer St	Glover	Sealant
3	2013	Langford Place	E Amber & Gladnell Ave	Chaucer Ave	Sealant
3	2013	Lyric Ave	Goliad Rd	Clark Ave	Sealant
3	2013	Mc Dougal Ave	Goliad Rd	Clark Ave	Sealant
3	2013	Meadowlark Ave	Hiawatha	Dead End Or Cul De Sac	Sealant
3	2013	Nopal St	Greer St	Channing	Sealant
3	2013	Old Corpus Christi Rd	S Presa St	Se Military Dr	Sealant
3	2013	Oxana Ave	E Vestal Place	E Amber	Sealant
3	2013	Pleasanton Rd	Se Loop 410 Access Rd	Mauermann Rd	Sealant
3	2013	Riverside Dr	E Southcross Blvd	Hot Wells & S Presa St	Sealant
3	2013	Sierra St	E Harlan Ave	Bristol Ave	Sealant
3	2013	Sierra St	E Sayers Ave	E Harlan Ave	Sealant
3	2013	W Sayers Ave	S Flores St & E Sayers Ave	Pleasanton Rd	Sealant
3	2013	W Villaret Blvd	Commercial Ave	Rockwell Blvd	Sealant
3	2013	Waugh St	Goliad Rd	Kashmuir Place	Sealant
3	2013	Willis	E Southcross Blvd	Mt Vernon Ct	Sealant
3	2013	Yukon Blvd	Pleasanton Rd	Yett Ave	Sealant
3	2014	Aberdeen	Dunning	E Highland Blvd	Rehabilitation
3	2014	Barrett Ave	S Flores St	Mission Rd	Rehabilitation
3	2014	Bustillos Dr	Kelly Dr	Roosevelt Ave & Padre Dr	Rehabilitation
3	2014	Clamp Ave	SW Military Dr	W Hutchins Place	Rehabilitation
3	2014	E Amber	Gladnell Ave	S Flores St	Rehabilitation
3	2014	E Baetz Blvd	Pleasanton Rd	Walhalla Ave	Rehabilitation

**City of San Antonio  
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3	2014	E Southcross Blvd	Clark Ave	Prestwick Blvd	Rehabilitation
3	2014	Goliad Rd	SE Loop 410 Access Rd	Ten Bears	Rehabilitation
3	2014	Goliad Rd	SE Military Dr	Ten Bears	Rehabilitation
3	2014	Greco Dr	Pecan Estates	Roland Ave	Rehabilitation
3	2014	Lynhurst Ave	Fair Ave	Steves Ave	Rehabilitation
3	2014	Mc Kinley Ave	Roosevelt Ave	S Presa St	Rehabilitation
3	2014	Parkview Dr	Mission Rd	Dead End	Rehabilitation
3	2014	Pecan Valley Dr	S New Braunfels Ave	Goliad Rd	Rehabilitation
3	2014	Rockwood	Dead End	Glenwood & Devoto Ave	Rehabilitation
3	2014	S Mittman St	Rigsby Ave	E Highland Blvd	Rehabilitation
3	2014	S Olive St	Rigsby Ave	Steves Ave	Rehabilitation
3	2014	Saipan Place	Gladnell Ave	Oxana Ave	Rehabilitation
3	2014	Shemya Ave	Commercial Ave	Escalon Ave	Rehabilitation
3	2014	Villamain	Mission Pkwy	SE Loop 410 Access Rd	Rehabilitation
3	2014	W Palfrey Ave	Goliad Rd & E Palfrey Ave	Pecan Valley Dr	Rehabilitation
3	2014	Black Oak Pass	Chinkapin Oak	Bur Oak Way	Sealant
3	2014	Blue Oak Pass	Emory Oak Dr	Bear Oak Path	Sealant
3	2014	Gambel Oak Dr	Blue Oak Pass	Cul-De-Sac	Sealant
3	2014	Mas Frio	Monte Seco	Cinco Rios	Sealant
3	2014	Miho	Monte Seco	Cinco Rios	Sealant
3	2014	Sanez St	Roosevelt Ave	Ruidosa St	Sealant
3	2014	Silverleaf Oak	Blue Oak Pass	Cul-De-Sac	Sealant
3	2014	Atlas St	Utopia Ln	Dead End Or Cul De Sac	Sealant
3	2014	Chaucer Ave	E Amber	Creath Place	Sealant
3	2014	Cliff Ave	S Flores St	Drum	Sealant
3	2014	Creath Place	Gladnell Ave	Fournier	Sealant
3	2014	Cutler	Cliff Ave	E Gerald	Sealant
3	2014	Desague	Espada Rd	Dead End Or Cul De Sac	Sealant
3	2014	Drum	Cliff Ave	E Gerald	Sealant
3	2014	E Bonner Ave	Quintard St	Roosevelt Ave	Sealant
3	2014	E Chavaneaux	Ruidosa St	Espada Rd	Sealant
3	2014	E Gerald	Drum	S Flores St	Sealant
3	2014	Flagg	Cliff Ave	E Gerald	Sealant
3	2014	Fournier	E Amber	E Formosa Blvd	Sealant
3	2014	Glamis Ave	Dollarhide Ave	Rock Glen	Sealant

**City of San Antonio  
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3	2014	Glamis Ave	Kellis Ave	Chesterfield	Sealant
3	2014	Hiawatha	S Gevers St	Kashmuir Place & Stringfellow Dr	Sealant
3	2014	Hot Wells	Riverside Dr & S Presa St	Russi St	Sealant
3	2014	Hot Wells	Russi St	Goliad Rd	Sealant
3	2014	Kashmuir Place	Hiawatha & Stringfellow Dr	Golf View Dr	Sealant
3	2014	Over Rdg	Garnett Ave	Dead End Or Cul De Sac	Sealant
3	2014	Oxana Ave	E Amber	Saipan Place	Sealant
3	2014	Pennystone Ave	Rock Glen	Stringfellow Dr	Sealant
3	2014	Pleasanton Rd	Moursund Blvd	Pleasanton Key	Sealant
3	2014	Rock Glen	Glamis Ave	E Southcross Blvd	Sealant
3	2014	Skyridge Ave	Hiawatha	Dollarhide Ave	Sealant
3	2014	W Villaret Blvd	Moursund Blvd & E Villaret Blvd	Commercial Ave	Sealant
3	2014	Walhalla Ave	E Amber	Saipan Place	Sealant
3	2015	Braubach	Roosevelt Ave	Dead End E	Rehabilitation
3	2015	Curtis St	E Pyron Ave	SE Military Dr	Rehabilitation
3	2015	E Pyron Ave	Padre Dr	Dead End West	Rehabilitation
3	2015	Emilio Guerra	Ashley Rd	Dead End	Rehabilitation
3	2015	Floss Rd	Zerm Rd	Dead End East	Rehabilitation
3	2015	Huizar St	Roosevelt Ave	Mission Rd	Rehabilitation
3	2015	Lucinda	Ashley Rd	Bernard Dr	Rehabilitation
3	2015	Moursund Blvd	E Baetz Blvd	SW Loop 410 Access Rd	Rehabilitation
3	2015	Myrick Blvd	Pleasanton Rd	Walhalla Ave	Rehabilitation
3	2015	S Mittman St	Vanderbilt	Hiawatha	Rehabilitation
3	2015	San Jose Dr	Roosevelt Ave	E Bonner Ave	Rehabilitation
3	2015	Sexauer Dr	E Pyron Ave	Floss Rd	Rehabilitation
3	2015	Stanfield	Steves Ave	Fair Ave	Rehabilitation
3	2015	Treegarden Dr	Gittinger	Pecan Grove Blvd	Rehabilitation
3	2015	W Baetz Blvd	Burton	Moursund Blvd	Rehabilitation
3	2015	W Hutchins Place	Pleasanton Rd & E Hutchins Place	Commercial Ave	Rehabilitation
3	2015	Rada St	Roosevelt Ave	Renova St	Sealant
3	2015	Ruidosa St	E Chavaneaux	Cul-De-Sac	Sealant
3	2015	San Acacia St	Roosevelt Ave	Renova St	Sealant
3	2015	San Rafael St	Roosevelt Ave	Ruidosa St	Sealant
3	2015	Shumard Oak Dr	Cul-De-Sac	Cul-De-Sac	Sealant
3	2015	Chesterfield	Kashmuir Place	Glamis Ave	Sealant

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3	2015	Christy	E Sayers Ave	E Harlan Ave	Sealant
3	2015	Commercial Ave	W Formosa Blvd	Sw Loop 410 Access Rd & W Chavaneaux	Sealant
3	2015	E Southcross Blvd	Lyric Ave	Clark Ave	Sealant
3	2015	E Southcross Blvd	Ih 37 S Access Rd & Ih 37 S	Lyric Ave	Sealant
3	2015	E Southcross Blvd	Quintard St	Roosevelt Ave	Sealant
3	2015	E Southcross Blvd	Pecan Grove Blvd	S Ww White Rd	Sealant
3	2015	Kashmuir Place	Dollarhide Ave	Hiawatha & Stringfellow Dr	Sealant
3	2015	Kellis Ave	Pennystone Ave	Dead End Or Cul De Sac	Sealant
3	2015	La Clede Ave	S Flores St & Stonewall Ave	Kirkwood	Sealant
3	2015	Leah Dr	Ashley Rd	Bernard Dr	Sealant
3	2015	Mc Dougal Ave	Dollarhide Ave	Chesterfield	Sealant
3	2015	Pennystone Ave	Goliad Rd	Clark Ave	Sealant
3	2015	Pleasanton Rd	Stonewall Ave	W Southcross Blvd & E Southcross Blvd	Sealant
3	2015	Pleasanton Rd	W Mayfield & E Mayfield	Pleasanton Rd	Sealant
3	2015	Pleasanton Rd	W Harding Blvd	Moursund Blvd	Sealant
3	2015	Regina St	Devoto Ave	Devoto Ave	Sealant
3	2015	Shasta Ave	Pleasanton Rd	Shannon	Sealant
3	2016	E Chavaneaux	Roosevelt Ave	Ruidosa St	Rehabilitation
3	2016	Hot Wells	S Presa St	Goliad Rd	Rehabilitation
3	2016	March Ave	S Flores Rd	Roosevelt Ave	Rehabilitation
3	2016	Padre Dr	Roosevelt Ave	Vfw Blvd	Rehabilitation
3	2016	S Hackberry St	Ih 10 E Access Rd	E Southcross Blvd	Rehabilitation
3	2016	S Presa St	Ih 10 E Access Rd	Hicks Ave	Rehabilitation
3	2016	S Presa St	Arlington Ct	Ward Ave	Rehabilitation
3	2016	S Presa St	Ward Ave	Hot Wells & Riverside Dr	Rehabilitation
3	2016	Bigmouth Hook	Bigmouth Rod	Dead End	Sealant
3	2016	Bigmouth Rod	Catfish Ln	Dead End	Sealant
3	2016	Catfish Ln	Bigmouth Rod	Lily Pad Ln	Sealant
3	2016	Dry Moss Way	Hunters Pond	Dead End	Sealant
3	2016	Fishing Stone	Catfish Stone	Dead End	Sealant
3	2016	Hunters Pond	Sw Loop 410 Access Rd	S Zarzamora	Sealant
3	2016	Lily Pad Ln	Catfish Ln	Mallard Pass	Sealant
3	2016	Mallard Pass	Minnow Ln	Catfish Pond	Sealant
3	2016	Minnow Ln	Hunters Pond	Mallard Pass	Sealant
3	2016	Puente	Fairlawn Dr	Cul-De-Sac	Sealant



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3	2016	Cravens Ave	Dollarhide Ave	Chesterfield	Sealant
3	2016	Dollarhide Ave	E Southcross Blvd	E Palfrey Ave	Sealant
3	2016	E Formosa Blvd	Pleasanton Rd & W Formosa Blvd	S Flores St	Sealant
3	2016	E Harding Blvd	W Harding Blvd & S Flores St	Mission Rd	Sealant
3	2016	E Vestal Place	Pleasanton Rd & W Vestal Place	Chaucer Ave	Sealant
3	2016	Elgin Ave	Villareal St	Hiawatha	Sealant
3	2016	Fair Ave	S Presa St	S Hackberry St	Sealant
3	2016	Kashmuir Place	Golf View Dr	Dead End Or Cul De Sac	Sealant
3	2016	Moursund Blvd	Pleasanton Rd	W Baetz Blvd & E Baetz Blvd	Sealant
3	2016	S Flores St	March Ave	E Amber	Sealant
4	2012	Bane	Buda	Trident St	Rehabilitation
4	2012	Beryl Cv	Port Victoria	Cul-De-Sac	Rehabilitation
4	2012	Big John	Gernander	Larkia St	Rehabilitation
4	2012	Big Knife	Gray Buffalo	Trading Post	Rehabilitation
4	2012	Bronco Ln	Spur Dr	SW Loop 410 Access Rd	Rehabilitation
4	2012	Buda	Hunter Blvd	Bane	Rehabilitation
4	2012	Cable Dr	Otter Dr	Tomar Dr	Rehabilitation
4	2012	Campfire Ln	Bronco Ln	Westshire Dr	Rehabilitation
4	2012	Celeste Dr	Reforma Dr	Dead End	Rehabilitation
4	2012	Cinch	Harness Ln	Campfire Ln	Rehabilitation
4	2012	Dede	Beverly Ann	W Ansley Blvd	Rehabilitation
4	2012	Fenfield Ave	Holder Ave	Quintana Rd	Rehabilitation
4	2012	Fenfield Ave	Holder Ave	New Laredo Hwy	Rehabilitation
4	2012	Geraldine	Hunter Blvd	Dead End	Rehabilitation
4	2012	Harpers Ferry	Adams Hill Dr	Five Forks	Rehabilitation
4	2012	Hickory Trl	Boling Brook	Honeytree Ln	Rehabilitation
4	2012	Honeytree Ln	Boling Brook	Heritage Farm	Rehabilitation
4	2012	Lytle Ave	Gillette Blvd	W Villaret Blvd & Jennifer Dr	Rehabilitation
4	2012	McArthur Ave	Somerset Rd	Gracie St	Rehabilitation
4	2012	Millbrook Dr	Saddlebrook Dr	Sawtooth Dr	Rehabilitation
4	2012	Ocean Vw	Old Sky Harbor	Cul-De-Sac	Rehabilitation
4	2012	Otter Dr	Cable Dr	Horal Dr	Rehabilitation
4	2012	Otter Dr	Horal Dr	Tomar Dr	Rehabilitation
4	2012	Questa Dr	Aragon Dr	Coconino Dr	Rehabilitation
4	2012	Ray Ellison Blvd	Covel	SW Loop 410 Access Rd	Rehabilitation

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Year	Year	Street Name	Street Name	Street Name	Maintenance Type
4	2012	Rockwell Blvd	W Villaret Blvd	Gillette Blvd	Rehabilitation
4	2012	Running Horse	Five Palms Dr	Dead End	Rehabilitation
4	2012	S Ellison Dr	Potranco Rd	Marbach Rd	Rehabilitation
4	2012	Stone Valley	Walnut Valley Dr	Cul-De-Sac	Rehabilitation
4	2012	Timber Wolf	Stoney Crk	Cul-De-Sac	Rehabilitation
4	2012	Trading Post	Five Palms Dr	Cul-De-Sac E	Rehabilitation
4	2012	Vincent St	Mc Nair	Dead End	Rehabilitation
4	2012	W Mayfield	New Laredo Hwy	Holder Ave	Rehabilitation
4	2012	Westshire Dr	Hackamore Ln	Rawhide Ln	Rehabilitation
4	2012	Wobaker	W Mally Blvd	Cul-De-Sac	Rehabilitation
4	2012	Arabian	Luckey Streak	English Saddle	Sealant
4	2012	Blue Ribbon	Bridle Rdg	Rustic Stable	Sealant
4	2012	English Saddle	Carlitos Way	Sw Loop 410 Access Rd	Sealant
4	2012	Golden Walk	Stable Vista	Bridle Rdg	Sealant
4	2012	Invitational	Golden walk	Cul-De-Sac	Sealant
4	2012	Lake Vista	Ray Ellison Blvd	Crooked Trl	Sealant
4	2012	Lucky Streak	Stable Vista	Arabian	Sealant
4	2012	Riders Pt	Bridle Rdg	Cul-De-Sac	Sealant
4	2012	Riders Walk	Silver Bit	Cul-De-Sac	Sealant
4	2012	Silver Bit	Bridle Rdg	Cul-De-Sac	Sealant
4	2012	Stable Vista	Lucky Streak	Cul-De-Sac	Sealant
4	2012	Adams Hill Dr	Pale Valley	Dead End Or Cul De Sac	Sealant
4	2012	Adams Hill Dr	Hunt Ln	Fort Sumter	Sealant
4	2012	Adams Hill Dr	San Lucas	Adams Hill Dr	Sealant
4	2012	Angel Valley Dr	Horal Dr	Serene Valley	Sealant
4	2012	Appleton Dr	Springvale Dr	Cedarhurst Dr	Sealant
4	2012	Barlite Blvd	Sw Military Dr	Navajo St	Sealant
4	2012	Baywell Dr	Springvale Dr	Cedarhurst Dr	Sealant
4	2012	Bear Creek Dr	Sawtooth Dr	Saddlebrook Dr	Sealant
4	2012	Beech Valley	Sunset Valley Dr	Yucca Valley	Sealant
4	2012	Big Fawn	Big Knife	Dead End Or Cul De Sac	Sealant
4	2012	Bluffside Dr	Springvale Dr	Cedarhurst Dr	Sealant
4	2012	Bravo Valley	Horal Dr	Serene Valley	Sealant
4	2012	Cape Valley Dr	Horal Dr	Serene Valley	Sealant
4	2012	Cedarhurst Dr	Eaglerock Dr	Valley Hi Dr	Sealant

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4	2012	Chadwick	Springvale Dr	Cedarhurst Dr	Sealant
4	2012	Churing Dr	Platte Trail Dr	Bratton	Sealant
4	2012	Columbia Sq	Marbach Rd	Westpond Dr & Flint Valley	Sealant
4	2012	Covel	Covel	Unnamed St In Medina Annex	Sealant
4	2012	Crystal Valley	Sunset Valley Dr	Yucca Valley	Sealant
4	2012	Dumont Dr	Springvale Dr	Cedarhurst Dr	Sealant
4	2012	Eaglerock Dr	Springvale Dr & Pvt Rd At 7650 Us Hwy 90 W	Cedarhurst Dr	Sealant
4	2012	El Ray	Cedarhurst Dr	Dead End Or Cul De Sac	Sealant
4	2012	Evandale Dr	Springvale Dr	Sw Loop 410 Access Rd	Sealant
4	2012	Falling Star	Spotted Deer	Dead End Or Cul De Sac	Sealant
4	2012	Ferncroft Dr	Springvale Dr	Sw Loop 410 Access Rd	Sealant
4	2012	Gage Dr	Springvale Dr	Cedarhurst Dr	Sealant
4	2012	Kimberly Dr	Springvale Dr	Cedarhurst Dr	Sealant
4	2012	Klondike Dr	Prescott Dr	Dead End Or Cul De Sac	Sealant
4	2012	Knollwood Dr	Springvale Dr	Sw Loop 410 Access Rd	Sealant
4	2012	Laurel Valley	Five Palms Dr	Sandy Valley	Sealant
4	2012	Longmont Dr	Prescott Dr	Dead End Or Cul De Sac	Sealant
4	2012	Mccauley Ave	Commercial Ave	Ih 35 S Access Rd	Sealant
4	2012	Meadow Valley	Sun Valley	Ray Ellison Blvd	Sealant
4	2012	New Valley Hi Dr	Ravenswood Dr & Valley Hi Dr	Ray Ellison Blvd & Eagle Dr	Sealant
4	2012	Platte Trail Dr	Churing Dr	S Ellison Dr	Sealant
4	2012	Prescott Dr	Churing Dr	S Ellison Dr	Sealant
4	2012	Rain Dance Dr	Little Crk	Ghost Hawk	Sealant
4	2012	Ranch Valley	Sw Loop 410 Access Rd	Old Valley Hi Dr	Sealant
4	2012	Red Sky Dr	Ghost Hawk	Rain Dance Dr	Sealant
4	2012	Somerset Rd	Somerset Rd	Ih 35 S Access Rd	Sealant
4	2012	Twining Dr	Reforma Dr & Celeste Dr	Maria Isabel Dr	Sealant
4	2012	W Pyron Ave	Ih 35 S Access Rd	Kyle St	Sealant
4	2013	Annarose Ln	Hunters Crk	Prairie Hill	Rehabilitation
4	2013	Braddock	Fillmore Dr	General Bragg	Rehabilitation
4	2013	Canoga Park	Saddlebrook Dr	Cul-De-Sac	Rehabilitation
4	2013	Cross Valley	Forest Valley	Ranch Valley	Rehabilitation
4	2013	Crow Wing	Painted Tepee	Sachem	Rehabilitation
4	2013	Flower Forest	Louisburg	Cul-De-Sac	Rehabilitation
4	2013	Mahota	Horal Dr	Tomar Dr	Rehabilitation

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4	2013	Masters Ave	Pitluk Ave	Golden Ave	Rehabilitation
4	2013	Medina Base Rd	Five Palms Dr	RR Tracks	Rehabilitation
4	2013	Medina Base Rd	Fleethill	Five Palms Dr	Rehabilitation
4	2013	Sachem	Sagamore	Painted Tepee	Rehabilitation
4	2013	Sagamore	Painted Tepee	Sachem	Rehabilitation
4	2013	Solar Dr	Horal Dr	Tomar Dr	Rehabilitation
4	2013	W Harding Blvd	Commercial Ave	Logwood Ave	Rehabilitation
4	2013	W Vestal Place	Ony	Cuff	Rehabilitation
4	2013	W Villaret Blvd	Poteet Jourdanton Fwy Access Rd	S Zarzamora	Rehabilitation
4	2013	Wabash St	SW Military Dr	W Mayfield	Rehabilitation
4	2013	Westlyn	Rawhide Ln	Cul-De-Sac	Rehabilitation
4	2013	Bridle Rdg	Ray Ellison Blvd	Cul-De-Sac	Sealant
4	2013	Crooked Trl	Carlitos Way	Sw Loop 410 Access Rd	Sealant
4	2013	Jockey	Invitational	Bridle Rdg	Sealant
4	2013	Mission Canyon	Mission Gate	Cul-De-Sac	Sealant
4	2013	Mission Rock	Mission Gate	Cul-De-Sac	Sealant
4	2013	Rustic Gate	Crooked Trl	Rustic Rdg	Sealant
4	2013	Rustic Stable	Riders Pt	Blue Ribbon	Sealant
4	2013	Starting Gate	Crooked Trl	Sw Loop 410 Access Rd	Sealant
4	2013	Aragon Dr	Palo Alto Rd & Poteet Jourdanton Fwy Access Rd	Dead End Or Cul De Sac	Sealant
4	2013	Big Valley Dr	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
4	2013	Bobcat Ln	Barlite Blvd	Sioux St & Palo Alto Rd	Sealant
4	2013	Boling Brook	Sand Harbor	Ingram Rd & Deer Hide	Sealant
4	2013	Briggs Ave	Barlite Blvd	Somerset Rd	Sealant
4	2013	Bright Valley	Alpine Valley	Sw Loop 410 Access Rd	Sealant
4	2013	Buffalo St	Ih 35 S Access Rd	W Pyron Ave	Sealant
4	2013	Bynum Ave	Briggs Ave	Gracie St	Sealant
4	2013	Concio Dr	Easy Valley Dr	Flint Valley	Sealant
4	2013	Dale Valley Dr	Horal Dr	Serene Valley	Sealant
4	2013	Easy Valley Dr	Horal Dr	Serene Valley	Sealant
4	2013	Elks Dr	Ferndale	Packard St	Sealant
4	2013	Familia	Algo Dulce	Dead End Or Cul De Sac	Sealant
4	2013	George Patton	Gillette Blvd	W Villaret Blvd	Sealant
4	2013	Harness Ln	Marbach Rd & Pvt Rd	Bronco Ln	Sealant
4	2013	Horal Dr	Angel Valley Dr	Flint Valley	Sealant

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4	2013	Huron St	Vickers Ave	W Pyron Ave	Sealant
4	2013	Kreuger St	Tedder St	Vincent St	Sealant
4	2013	Lasswell	Tedder St	Vincent St	Sealant
4	2013	Lawley St	Tedder St	Vincent St	Sealant
4	2013	Lemon Tree	Tree Haven	Boling Brook	Sealant
4	2013	Mallard St	Whitman Ave	W Pyron Ave	Sealant
4	2013	Maria Isabel Dr	Coconino Dr	Dead End Or Cul De Sac	Sealant
4	2013	Mc Nair	Tedder St	Vincent St	Sealant
4	2013	Mccauley Ave	Otto St	Somerset Rd	Sealant
4	2013	Misty Valley	Brook Valley Dr	Dead End Or Cul De Sac	Sealant
4	2013	Oconee	Vickers Ave	Whitman Ave	Sealant
4	2013	Old Valley Hi Dr	New Valley Hi Dr	Ray Ellison Blvd	Sealant
4	2013	Rock Valley	Sw Loop 410 Access Rd	Oak Valley Dr	Sealant
4	2013	Serene Valley	Angel Valley Dr	Easy Valley Dr	Sealant
4	2013	Simler Dr	Kernan Dr	Dead End Or Cul De Sac	Sealant
4	2013	Stoney Crk	Spotted Deer	Dead End Or Cul De Sac	Sealant
4	2013	Tedder St	Palo Alto Rd	Dead End Or Cul De Sac	Sealant
4	2013	Tortuga St	Gernander	Poteet Jourdanton Fwy Access Rd	Sealant
4	2013	Tree Haven	Cloverbrook	Honeytree Ln	Sealant
4	2013	Twining Dr	Maria Isabel Dr	Dead End Or Cul De Sac	Sealant
4	2013	Vickers Ave	Oconee	Lenard	Sealant
4	2013	W Gerald	Oconee	Lenard	Sealant
4	2013	W Pyron Ave	Otho	Somerset Rd	Sealant
4	2013	W Pyron Ave	Kyle St	Wabash St	Sealant
4	2013	Wagner Ave	Shelby	S Zarzamora	Sealant
4	2013	Walnut Valley Dr	Lark Valley Dr	Slate Valley	Sealant
4	2013	Whitewood Dr	Elmore Hall Blvd & W Military Dr	Middlefield Dr	Sealant
4	2013	Whitman Ave	Vickers Ave & Adolph	S Zarzamora	Sealant
4	2013	Yacht Harbor	Old Sky Harbor	Silver Bow Dr	Sealant
4	2014	Amapola	Golden Ave	Pitluk Ave	Rehabilitation
4	2014	Birch Valley Dr	Apple Valley Dr	Palm Valley Dr	Rehabilitation
4	2014	Bruni	Lytle Ave	Cadiz	Rehabilitation
4	2014	Fillmore Dr	Potranco Rd	Prescott Dr	Rehabilitation
4	2014	Fishers Bend	Old Sky Harbor	Port Call Dr	Rehabilitation
4	2014	Fishers Bend	Old Sky Harbor	Portside Dr	Rehabilitation

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4	2014	Grosvenor Blvd	Commercial Ave	IH 35 S Access Rd	Rehabilitation
4	2014	Humboldt	Buffalo St	Huron St	Rehabilitation
4	2014	Indian Pipe Dr	Rain Dance Dr	Sweet Maiden Dr	Rehabilitation
4	2014	Indian Sky	Running Horse	Cul-De-Sac	Rehabilitation
4	2014	Logwood Ave	Clovis Place	W Formosa Blvd	Rehabilitation
4	2014	Lubbers Way	Catalina Bay Dr	Cul-De-Sac	Rehabilitation
4	2014	Marina Bay Dr	Old Sky Harbor	Silver Bow Dr	Rehabilitation
4	2014	Mariner	Old Sky Harbor	Portside Dr	Rehabilitation
4	2014	Mc Laughlin Ave	Holder Ave	Quintana Rd	Rehabilitation
4	2014	Mill Valley Dr	Lark Valley Dr	Pine Valley Dr	Rehabilitation
4	2014	Ony	W Hutchins Place	W Vestal Place	Rehabilitation
4	2014	Peabody Ave	Bynum Ave	Quintana Rd	Rehabilitation
4	2014	Pirate Cv	Port Victoria	Cul-De-Sac	Rehabilitation
4	2014	Portside Dr	Mariner	Fishers Bend	Rehabilitation
4	2014	Rayburn Dr	Barlite Blvd	Mallard St	Rehabilitation
4	2014	Sail Loft Dr	Portside Dr	Cul-De-Sac	Rehabilitation
4	2014	Shop Ln	Industrial Park Rd	Old St	Rehabilitation
4	2014	Silver Hill	Point West	Dead End	Rehabilitation
4	2014	Somerset Rd	Loop 410 Access	Pvt Rd at 9486 Somerset	Rehabilitation
4	2014	Stonewall Ave	S Zarzamora	Huron St	Rehabilitation
4	2014	Stonewall Ave	Buffalo St	Huron St	Rehabilitation
4	2014	Tacoma Ave	Cantrell Dr	W Vestal Place	Rehabilitation
4	2014	Wheel House	Portside Dr	Cul-De-Sac	Rehabilitation
4	2014	Lovett Ave	Somerset Rd	Quintana Rd	Sealant
4	2014	Mission Arc	Mission Gate	Cul-De-Sac	Sealant
4	2014	Musket	Durette	Bay Hurst	Sealant
4	2014	Ring Of Roses	Silver Bit	Cul-De-Sac	Sealant
4	2014	Tilson Dr	Winsome Ln	Cul-De-Sac	Sealant
4	2014	Winsome Ln	Highcrest Dr	Cul-De-Sac	Sealant
4	2014	Adkins Pride	Medio Crk	Dead End Or Cul De Sac	Sealant
4	2014	Amble Coach	Medio Crk	Dead End Or Cul De Sac	Sealant
4	2014	Anchors Coach	Medio Crk	Dead End Or Cul De Sac	Sealant
4	2014	Anchors Flat	Medio Crk	Dead End Or Cul De Sac	Sealant
4	2014	Branch Valley	Five Palms Dr	Grand Valley	Sealant
4	2014	Bridle View Dr	Rousseau	Willow Grove Dr	Sealant

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4	2014	Cactus Crossing Dr	Rousseau	Willow Grove Dr	Sealant
4	2014	Cattle Ranch Dr	Rousseau	Cattle Ranch Dr	Sealant
4	2014	Clover Crk	Potranco Rd	Dead End Or Cul De Sac	Sealant
4	2014	Cold Creek Ct	Clover Crk	Dead End Or Cul De Sac	Sealant
4	2014	Cold Harbor	Wilsons Crk	Dead End Or Cul De Sac	Sealant
4	2014	Copper Pot	Cattle Ranch Dr	Dead End Or Cul De Sac	Sealant
4	2014	Dinner Crk	Clover Crk	Dead End Or Cul De Sac	Sealant
4	2014	Dugas Dr	Fillmore Dr	Upland Crk	Sealant
4	2014	Five Forks	Wilsons Crk	Harpers Ferry	Sealant
4	2014	Fork Crk	Rainbow Crk	Clover Crk	Sealant
4	2014	Fort Henry	Five Forks	Dead End Or Cul De Sac	Sealant
4	2014	Gaines Mill	Adams Hill Dr	Dead End Or Cul De Sac	Sealant
4	2014	Gazelle Hunt	Impala Spgs	Dead End Or Cul De Sac	Sealant
4	2014	Gazelle Lake	Impala Spgs	Dead End Or Cul De Sac	Sealant
4	2014	Hobble St	Wrangler Dr	Harness Ln	Sealant
4	2014	Horat Dr	Zabra Dr	Us Hwy 90 W Access Rd	Sealant
4	2014	Huron St	Flanders Ave	Vickers Ave	Sealant
4	2014	Impala Spgs	Gazelle Hunt	Willow Grove Dr	Sealant
4	2014	Latigo Dr	Wrangler Dr	Harness Ln	Sealant
4	2014	Manor Crk	Rainbow Crk	Rousseau	Sealant
4	2014	Marbach Rd	Wrangler Dr	Harness Ln	Sealant
4	2014	Medio Crk	Manor Crk	Dead End Or Cul De Sac	Sealant
4	2014	Mobile Bay	Wilsons Crk	Dead End Or Cul De Sac	Sealant
4	2014	Overland Crk	Rainbow Crk	Clover Crk	Sealant
4	2014	Port Hudson	Wilsons Crk	Dead End Or Cul De Sac	Sealant
4	2014	Quirt Dr	Wrangler Dr	Harness Ln	Sealant
4	2014	Rainbow Crk	Rainbow Crk	Clover Crk	Sealant
4	2014	Remuda Dr	Wrangler Dr	Harness Ln	Sealant
4	2014	Riata Dr	Wrangler Dr	Harness Ln	Sealant
4	2014	Rousseau	Manor Crk	Potranco Rd	Sealant
4	2014	Seven Pines	Adams Hill Dr	Dead End Or Cul De Sac	Sealant
4	2014	Sierra Glen Dr	Rousseau	Willow Grove Dr	Sealant
4	2014	Sierra Ridge Dr	Cattle Ranch Dr	Dead End Or Cul De Sac	Sealant
4	2014	Sun Valley	Medina Base Rd	Meadow Valley	Sealant
4	2014	Tippecanoe	S Ellison Dr	Arrowhead Trl	Sealant

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4	2014	Upland Crk	Clover Crk	Manor Crk	Sealant
4	2014	W Mayfield	Commercial Ave	Ih 35 S Access Rd	Sealant
4	2014	W Pyron Ave	Commercial Ave	Ih 35 S Access Rd	Sealant
4	2014	Willow Grove Dr	Impala Spgs	Willow Grove Dr	Sealant
4	2014	Wilson's Crk	Five Forks	Adams Hill Dr	Sealant
4	2015	Amber Valley	Medina Base Rd	Ray Ellison Blvd	Rehabilitation
4	2015	Ashmore	Simplicity Dr	Bratton	Rehabilitation
4	2015	Billings Dr	Bay Horse Dr	Prescott Dr	Rehabilitation
4	2015	Bowline	Fishers Bend	Ocean Vw	Rehabilitation
4	2015	Bowsprit	Bowline	Boston Harbor Dr	Rehabilitation
4	2015	Churing Dr	Prescott Dr	Bratton	Rehabilitation
4	2015	Churing Dr	Platte Trail Dr	Cul-De-Sac	Rehabilitation
4	2015	Crenshaw St	W Vestal Place	Gaddis Blvd	Rehabilitation
4	2015	Five Palms Dr	Ray Ellison Blvd	Old Pearsall Rd	Rehabilitation
4	2015	Ingleton	Holwick	Guilford Ct	Rehabilitation
4	2015	Leahy	IH 35 S Access Rd	Shelby	Rehabilitation
4	2015	Medina Base Rd	Ray Ellison Blvd	SW Loop 410 Access Rd	Rehabilitation
4	2015	Parnell Ave	Marek St	Peterson Ave	Rehabilitation
4	2015	Peterson Ave	Marek St	S Zarzamora	Rehabilitation
4	2015	Platte Trail Dr	S Ellison Dr	Churing Dr	Rehabilitation
4	2015	Ray Ellison Blvd	Covel	Medina Base Rd	Rehabilitation
4	2015	Ray Ellison Blvd	Old Valley Hi Dr	Us Hwy 90 W Access Rd	Rehabilitation
4	2015	Spotted Deer	Stoney Crk	Falling Star	Rehabilitation
4	2015	W Hutchins Place	Ansley Blvd	S Zarzamora	Rehabilitation
4	2015	War Cloud Dr	Smoke Signal	Creek Bend Dr	Rehabilitation
4	2015	White Star	Stoney Creek	Cul-De-Sac	Rehabilitation
4	2015	Whitman Ave	Somerset Rd	Dead End	Rehabilitation
4	2015	Wilma Jean	W Ansley Blvd	Dead End	Rehabilitation
4	2015	Bay Hurst	Durette	Gaylord Dr	Sealant
4	2015	Bending	Claymore	Redstart	Sealant
4	2015	Claymore	Durette	Bending	Sealant
4	2015	Highcrest Dr	Lancrest Dr	Cul-De-Sac	Sealant
4	2015	Lancrest Dr	Gaylord Dr	Dead End	Sealant
4	2015	Mission Bell	Mission Canyon	Mission Rock	Sealant
4	2015	Mission Gate	Mission Canyon	State Hwy 16 S Access Rd	Sealant



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4	2015	Moss Spg	Redstart	Dead End	Sealant
4	2015	Redstart	Valley Star Dr	Gaylord Dr	Sealant
4	2015	Arrowhead Trl	Alpine Village	Dugas Dr	Sealant
4	2015	Cedar Village	Arrowhead Trl	Dead End Or Cul De Sac	Sealant
4	2015	De Kalb	Granary	Old Farm	Sealant
4	2015	Eagle Fox Dr	Arrowhead Trl	Dead End Or Cul De Sac	Sealant
4	2015	Garden Valley	Medina Base Rd	Ray Ellison Blvd	Sealant
4	2015	Granary	Trappers Run	De Kalb	Sealant
4	2015	Hidden Valley Dr	Sun Valley	Ray Ellison Blvd	Sealant
4	2015	Lake Valley Dr	Sw Loop 410 Access Rd	Ray Ellison Blvd	Sealant
4	2015	Lindeman Ave	Fenfield Ave	Price	Sealant
4	2015	Maple Valley	Medina Base Rd	Ray Ellison Blvd	Sealant
4	2015	Medallion	Trappers Run	Dead End Or Cul De Sac	Sealant
4	2015	Moon Valley	Medina Base Rd	Ray Ellison Blvd	Sealant
4	2015	Mountain Valley	Sun Valley	Ray Ellison Blvd	Sealant
4	2015	Price	New Laredo Hwy	Lindeman Ave	Sealant
4	2015	S Zarzamora	W Southcross Blvd	IH 35 S Access Rd	Sealant
4	2015	Somerset Rd	Fenfield Ave	W Mayfield	Sealant
4	2015	Somerset Rd	Price	Mccauley Ave	Sealant
4	2015	Somerset Rd	Mccauley Ave	Sw Military Dr	Sealant
4	2015	Somerset Rd	W Mayfield	Price	Sealant
4	2015	Somerset Rd	W Gerald	Fenfield Ave	Sealant
4	2015	Springvale Dr	Us Hwy 90 W Access Rd	Heathers Pond	Sealant
4	2015	Village Branch	Tippecanoe	Alpine Village	Sealant
4	2016	Ann Arbor	Rhoda Ave	Silver Arrow	Rehabilitation
4	2016	Bridle Forest	Cherry Laurel	Louisburg	Rehabilitation
4	2016	Brook Valley Dr	Ray Ellison Blvd	Elm Valley Dr	Rehabilitation
4	2016	Charing Cross	Ravenswood Dr	SW Loop 410 Access Rd	Rehabilitation
4	2016	Cherry Laurel	Frost Fire	Cul-De-Sac	Rehabilitation
4	2016	Concio Dr	Adams Hill Dr	Easy Valley Dr	Rehabilitation
4	2016	Dugas Dr	Potranco Rd	S Ellison Dr	Rehabilitation
4	2016	Easy Valley Dr	Serene Valley	Horal Dr	Rehabilitation
4	2016	Echo Blf	Bridle Forest	Cul-De-Sac	Rehabilitation
4	2016	Everton	Holwick	Dead End W	Rehabilitation
4	2016	Flint Valley	Westpond Dr	Dead End West	Rehabilitation

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4	2016	Gaddis Blvd	Marek St	S Zarzamora	Rehabilitation
4	2016	Gillette Blvd	Conde	S Zarzamora	Rehabilitation
4	2016	Louisburg	Flower Forest	Ferdinand	Rehabilitation
4	2016	Peach Valley	Sun Valley	Ray Ellison Blvd	Rehabilitation
4	2016	Ravenswood Dr	Harrow Dr	Valley Hi Dr	Rehabilitation
4	2016	Ray Ellison Blvd	Old Pearsall Rd	Five Palms Dr	Rehabilitation
4	2016	Seahorse Dr	Seafarer Dr	Cul-De-Sac	Rehabilitation
4	2016	Serene Valley	Angel Valley Dr	Easy Valley Dr	Rehabilitation
4	2016	Shelby	W Pyron Ave	Leahy	Rehabilitation
4	2016	Tomar Dr	Cable Dr	Us Hwy 90 W Access Rd	Rehabilitation
4	2016	W Mayfield	S Zarzamora	Somerset Rd	Rehabilitation
4	2016	W Villaret Blvd	Poteet Jourdanton Fwy	S Zarzamora	Rehabilitation
4	2016	Westpond Dr	Flint Valley	Sw Loop 410 Access Rd	Rehabilitation
4	2016	Dana Cir	Valley Star Dr	Cul-De-Sac	Sealant
4	2016	Fidelia	Claymore	Cul-De-Sac	Sealant
4	2016	Gaylord Dr	Dead End	Dead End	Sealant
4	2016	Kingsride Dr	Gaylord Dr	State Hwy 16 S Access Rd	Sealant
4	2016	Valley Star Dr	Fidelia	Gaylord Dr	Sealant
4	2016	Woodsage Dr	Highcrest Dr	Gaylord Dr	Sealant
4	2016	Alpine Village	Village Branch	Arrowhead Trl	Sealant
4	2016	Coldstream	Niagara	Dead End Or Cul De Sac	Sealant
4	2016	Ella	Vickers Ave	W Pyron Ave	Sealant
4	2016	Frost Fire	Louisburg	Cherry Laurel	Sealant
4	2016	Old Farm	Trappers Run	De Kalb	Sealant
4	2016	Price	Somerset Rd	New Laredo Hwy	Sealant
4	2016	Ray Ellison Blvd	Covel	Medina Base Rd	Sealant
4	2016	Ray Ellison Blvd	Old Valley Hi Dr	Us Hwy 90 W Access Rd	Sealant
4	2016	Reefridge	Reefridge	Dead End Or Cul De Sac	Sealant
4	2016	Rimfire Dr	Wrangler Dr	Harness Ln	Sealant
4	2016	Sand Harbor	Saddlebrook Dr	Dead End Or Cul De Sac	Sealant
4	2016	Sas Dr	S Zarzamora	Dead End Or Cul De Sac	Sealant
4	2016	Scates Dr	Berry Hill	Hunt Ln	Sealant
4	2016	Scotty Dr	Berry Hill	Hunt Ln	Sealant
4	2016	Shelby	W Gerald	Dead End Or Cul De Sac	Sealant
4	2016	Trappers Run	Tippecanoe	Dugas Dr	Sealant

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4	2016	W Gerald	Ih 35 S Access Rd	Whitman Ave	Sealant
4	2016	W Gerald	Whitman Ave	Shelby	Sealant
5	2012	Barnes Alley	N Calaveras	N Rosillo	Rehabilitation
5	2012	Buffalo St	Division	Flanders Ave	Rehabilitation
5	2012	Cima	NW 26Th St	Dokes Dr	Rehabilitation
5	2012	Collins Ct	NW 24Th St	NW 25Th St	Rehabilitation
5	2012	Crittendon	W Gerald	W Southcross Blvd	Rehabilitation
5	2012	Darby Blvd	S General McMullen	Dead End	Rehabilitation
5	2012	E Hart Ave	Mission Rd	S Flores St	Rehabilitation
5	2012	Eagleland	S St Mary's	Dead End	Rehabilitation
5	2012	Eddie Wessley	N Brazos St	N Colorado St	Rehabilitation
5	2012	Elkins Dr	Imperial Blvd	Jamar	Rehabilitation
5	2012	Ellerman	S San Marcos	Dead End	Rehabilitation
5	2012	Ferndale	Division	Flanders Ave	Rehabilitation
5	2012	Furnish	Nogalitos St	S Flores St	Rehabilitation
5	2012	Huron St	Vermont	Flanders Ave	Rehabilitation
5	2012	Huron St	Division	Vermont	Rehabilitation
5	2012	Kirk Place	SW 21st St	Niemeyer St	Rehabilitation
5	2012	Lombrano	Goodrich Ave	NW 23rd St	Rehabilitation
5	2012	Lowell St	Roosevelt Ave	S Presa St	Rehabilitation
5	2012	Lyons St	N Calaveras	Dead End	Rehabilitation
5	2012	Mayberry Ave	NW 34Th St	NW 36Th St & Esmeralda Dr	Rehabilitation
5	2012	Menchaca	NW 19Th St	NW 23rd St	Rehabilitation
5	2012	Mission Rd	Lone Star Blvd	Roosevelt Ave	Rehabilitation
5	2012	Morales	N Brazos St	N Colorado St	Rehabilitation
5	2012	N Rosillo	Morales	W Martin St	Rehabilitation
5	2012	N San Bernardo	Blueridge	Rivas St	Rehabilitation
5	2012	Nogalitos St	Cass	W Fest St	Rehabilitation
5	2012	Nueva	IH 35 S Access Rd	S Pecos La Trinidad	Rehabilitation
5	2012	NW 23rd St	W Poplar St	Lombrano	Rehabilitation
5	2012	NW 25Th St	W Martin St	W Poplar St	Rehabilitation
5	2012	Orey Ave	Division	Flanders Ave	Rehabilitation
5	2012	Rio Verde	Ellerman	Dead End	Rehabilitation
5	2012	Rivas St	NW 24Th St	NW 27Th St	Rehabilitation
5	2012	Ruth Dr	Rosabell	Tesla Dr	Rehabilitation

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5	2012	S Cibolo St	Alta Vista St	S Laredo St	Rehabilitation
5	2012	S Minter	Buena Vista St	W Commerce St	Rehabilitation
5	2012	S Minter	S Laredo St	Dead End	Rehabilitation
5	2012	S San Jacinto St	Hazel St	Jean St	Rehabilitation
5	2012	SW 21st St	Castroville Rd	Colima St	Rehabilitation
5	2012	W Durango Blvd	SW 24Th St	Dead End	Rehabilitation
5	2012	W Lachappelle	Nogalitos St	Dead End	Rehabilitation
5	2012	W Southcross Blvd	Quintana Rd	Dead End	Rehabilitation
5	2012	W Theo Ave	Dead End	Bessie Mae Dr	Rehabilitation
5	2012	Weinberg	Gladstone St	Dead End	Rehabilitation
5	2012	Weir Ave	Dahlgreen Ave	S General McMullen	Rehabilitation
5	2012	Ellana Claire Ct	S Zarzamora	Nogalitos St	Sealant
5	2012	Graebner	Hoover Ave	Gladstone St	Sealant
5	2012	Jennings Ave	S Zarzamora	Nogalitos St	Sealant
5	2012	Sims Ave	Westway Dr	Nogalitos St	Sealant
5	2012	Acorn	El Paso St	Dead End	Sealant
5	2012	Ames Ave	Nogalitos St	S Zarzamora	Sealant
5	2012	Angela St	S Elmendorf	S Hamilton Ave	Sealant
5	2012	Arbor Place	Nw 25th St	Topaz	Sealant
5	2012	Benava	W Lambert	Dead End	Sealant
5	2012	Bloom	Burgess	Hosack Ave	Sealant
5	2012	Bruhn	Division	Chalmers Ave	Sealant
5	2012	Buena Vista St	Sw 27th St	Panuco	Sealant
5	2012	Burgess	Nogalitos St	S Zarzamora	Sealant
5	2012	Calle Sur	San Judas	N San Felipe	Sealant
5	2012	Casanova	Chihuahua St	Vera Cruz St	Sealant
5	2012	Cecilia St	N Elmendorf	N Spring	Sealant
5	2012	Cecilia St	N Hamilton Ave	N Minter	Sealant
5	2012	Ceralvo St	Frio City Rd	S Zarzamora	Sealant
5	2012	Chalmers Ave	Bruhn	Nogalitos St	Sealant
5	2012	Charlotte St	Culberson Ave	Illg & Rife Ave	Sealant
5	2012	Chesley Dr	Imperial Blvd	Jamar	Sealant
5	2012	Collingsworth	W Malone	Britton Ave	Sealant
5	2012	Cordelia	Sw 27th St	Dead End Or Cul De Sac	Sealant
5	2012	Cottonwood Ave	Ih 35 S Access Rd	Royston Ave & Nogalitos St	Sealant

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5	2012	Creighton Ave	W Southcross Blvd	W Gerald	Sealant
5	2012	Dexter Dr	Jamar	Imperial Blvd	Sealant
5	2012	Dokes Dr	W Poplar St	Cima	Sealant
5	2012	Edwards	Alvarez Place	Pruitt & Ih 35 S Access Rd	Sealant
5	2012	Finton	Ih 35 S Access Rd	Oriental Ave	Sealant
5	2012	Gould St	N Zarzamora	N Hamilton Ave	Sealant
5	2012	Gould St	N Hamilton Ave	Nw 19th St	Sealant
5	2012	Halstead	Furnish	Forrest Ave	Sealant
5	2012	Helena St	S Flores St	Probandt St	Sealant
5	2012	Hosack Ave	Nogalitos St	S Zarzamora	Sealant
5	2012	Huntington	N Zarzamora	N Hamilton Ave	Sealant
5	2012	Jupiter	Frio City Rd	Dead End Or Cul De Sac	Sealant
5	2012	Kicaster	San Fernando St	El Paso St	Sealant
5	2012	Matamoros St	S Salado St	S San Marcos	Sealant
5	2012	Merida St	Sw 19th St	Cupples Rd	Sealant
5	2012	Montezuma	S Brazos St	S San Jacinto St	Sealant
5	2012	N Minter	W Commerce St	W Houston St	Sealant
5	2012	N Minter	W Travis St	Morales	Sealant
5	2012	N Murry St	W Commerce St	W Martin St	Sealant
5	2012	N San Felipe	W Commerce St	Culebra Rd	Sealant
5	2012	N San Marcos	W Poplar St	IH 10 W Access Rd	Sealant
5	2012	N Spring	W Houston St	W Martin St	Sealant
5	2012	Niemeyer St	Kirk Place	Thompson Place	Sealant
5	2012	Nw 27th St	Culebra Rd	Dead End Or Cul De Sac	Sealant
5	2012	Osage	Carolyn St	Wazee	Sealant
5	2012	Pierian Ave	Wilcox	W Gerald	Sealant
5	2012	Ray Ave	Floyd	S Brazos St	Sealant
5	2012	Rife Ave	Illg & Charlotte St	Hosack Ave	Sealant
5	2012	Rosita	S Brazos St	S San Jacinto St	Sealant
5	2012	Ruiz St	N San Felipe	N San Joaquin	Sealant
5	2012	Ruiz St	N General McMullen	N San Felipe	Sealant
5	2012	S Calaveras	Buena Vista St	Monterey St	Sealant
5	2012	S Elmendorf	Buena Vista St	W Commerce St	Sealant
5	2012	S San Jacinto St	El Paso St	Guadalupe St	Sealant
5	2012	S Trinity	Ceralvo St	Frio City Rd	Sealant

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Year	Street	Street	Street	Maintenance	
5	2012	S Zarzamora	Culberson Ave	Nogalitos St & New Laredo Hwy	Sealant
5	2012	Saltillo St	Apache	Dead End Or Cul De Sac	Sealant
5	2012	Saltillo St	S Hamilton Ave	Sw 19th St	Sealant
5	2012	San Judas	Calle Sur	N General McMullen	Sealant
5	2012	San Pablo Place	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
5	2012	Saturn	Thompson Place	Jupiter	Sealant
5	2012	Villa Linda	Dead End	Villa Rosa	Sealant
5	2012	W Houston St	N Frio	N Medina	Sealant
5	2012	W Laurel	NW 26Th St	Dead End West	Sealant
5	2012	W Lubbock St	Cordero	Lipan & Ih 35 S Access Rd	Sealant
5	2012	W Travis St	N Zarzamora	Nw 19th St	Sealant
5	2012	Wilcox	Pierian Ave	Dead End Or Cul De Sac	Sealant
5	2012	Wilcox	Pierian Ave	Quintana Rd	Sealant
5	2013	Amor Ln	N Hamilton Ave	NW 19Th St	Rehabilitation
5	2013	Andy St	Thompson Place	Weir Ave	Rehabilitation
5	2013	Azucena St	Dead End	NW 38Th St	Rehabilitation
5	2013	B St	Keck Ave	S Zarzamora	Rehabilitation
5	2013	Boehmer	Edwards	Burbank	Rehabilitation
5	2013	Briscoe Alley	N Brazos St	Dead End	Rehabilitation
5	2013	Burbank Loop	Fairmont	Boehmer	Rehabilitation
5	2013	Camada	N Hamilton Ave	NW 19Th St	Rehabilitation
5	2013	Campo	Chalmers Ave	Keats	Rehabilitation
5	2013	Cedar St	Barbe St	Eagleland Dr	Rehabilitation
5	2013	Crystal	IH 35 S Access Rd	Huron St	Rehabilitation
5	2013	Crystal	Huron St	Packard St	Rehabilitation
5	2013	Dart	Finton	Floyd	Rehabilitation
5	2013	Del Valle Alley	S Calaveras	S Chupaderas	Rehabilitation
5	2013	Dewitt	W Baylor	W Lubbock St	Rehabilitation
5	2013	Division	Nogalitos St	IH 35 S Access Rd	Rehabilitation
5	2013	E Guenther St	Barbe St	Eagleland Dr	Rehabilitation
5	2013	Felan	S Colorado St	S Smith St	Rehabilitation
5	2013	Forrest Ave	Halstead	Nogalitos St	Rehabilitation
5	2013	Hale	Oriental Ave	Dead End	Rehabilitation
5	2013	Hazel St	SW 18Th St	SW 19Th St	Rehabilitation
5	2013	Hidalgo St	SW 19Th St	SW 21st St	Rehabilitation

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5	2013	Klein	Mockert St & Cass	S Flores St	Rehabilitation
5	2013	Leal St	NW 26Th St	NW 25Th St	Rehabilitation
5	2013	Lenard	Flanders Ave	Vermont	Rehabilitation
5	2013	McAskill	W Mitchell St	McKay	Rehabilitation
5	2013	NW 19Th St	Ruiz St	W Martin St	Rehabilitation
5	2013	Prado St	Edwards	IH 35 S Access Rd	Rehabilitation
5	2013	Querida	Cupples Rd	Roselawn	Rehabilitation
5	2013	S Alazan	Buena Vista St	W Commerce St & Cesar Chavez Way	Rehabilitation
5	2013	S Las Moras	Buena Vista St	N Las Moras & W Commerce St & Cesar Chavez W	Rehabilitation
5	2013	S Murry St	Buena Vista St	W Commerce St	Rehabilitation
5	2013	San Blas	Los Santos St	Dead End	Rehabilitation
5	2013	San Fernando St	SW 25Th St	SW 24Th St	Rehabilitation
5	2013	San Luis St	S Salado St	Dead End	Rehabilitation
5	2013	San Patricio	Nueva Leon St	S Hamilton Ave	Rehabilitation
5	2013	Southolme	IH 35 S Access Rd	S Brazos St	Rehabilitation
5	2013	SW 21st St	Merida St	Saltillo St	Rehabilitation
5	2013	Tampa Ave	Quintana Rd	Dead End	Rehabilitation
5	2013	Vermont	IH 35 S Access Rd	Huron St	Rehabilitation
5	2013	Vermont	Nogalitos St	Huron St	Rehabilitation
5	2013	W Houston St	N Colorado St	Dead End	Rehabilitation
5	2013	Wickes St	Barbe St	Eagleland Dr	Rehabilitation
5	2013	Gladstone St	Westway Dr	Nogalitos St	Sealant
5	2013	Hoover Ave	Westway Dr	Nogalitos St	Sealant
5	2013	Royston Ave	S Zarzamora	Nogalitos St	Sealant
5	2013	Southway	Westway Dr	Gladstone St	Sealant
5	2013	Westway Dr	Southway	Hoover Ave	Sealant
5	2013	Aurora Ave	Nw 36th St	Nw 38th St	Sealant
5	2013	Burke Ave	S Zarzamora	Jennings Ave	Sealant
5	2013	Canario St	Santiago St	Chihuahua St	Sealant
5	2013	Cavalier Ave	S Zarzamora	W Malone	Sealant
5	2013	Chihuahua St	S Zarzamora	Dead End Or Cul De Sac	Sealant
5	2013	De Soto St	Kirk Place	Hoover Ave	Sealant
5	2013	Delgado St	N Zarzamora	Dead End Or Cul De Sac	Sealant
5	2013	Ellor Dr	Nw 38th St	Dead End Or Cul De Sac	Sealant
5	2013	Elmo Ave	S Zarzamora	Jennings Ave	Sealant

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5	2013	Frio City Rd	Hazel St	Us Hwy 90 W	Sealant
5	2013	Frio City Rd	Us Hwy 90 W	Quintana Rd & General Hudnell Dr Access Rd	Sealant
5	2013	Guadalupe St	S Calaveras	S Minter	Sealant
5	2013	Hollenbeck Ave	Creighton Ave	Dead End Or Cul De Sac	Sealant
5	2013	Hoover Ave	S Zarzamora	Jennings Ave	Sealant
5	2013	Humble Ave	W Malone	Ellana Claire Ct	Sealant
5	2013	Jennings Ave	S Zarzamora	W Malone	Sealant
5	2013	Jennings Ave	W Malone	Culberson Ave	Sealant
5	2013	Maria Elena	Nw 38th St	Dead End Or Cul De Sac	Sealant
5	2013	Matthews Ave	Sw 21st St	Barclay St	Sealant
5	2013	Nancy Place	S Brazos St	Dead End Or Cul De Sac	Sealant
5	2013	Neff Ave	W Laurel	Culebra Rd	Sealant
5	2013	Nw 34th St	Villa Rosa	Pickford Ave	Sealant
5	2013	Nw 36th St	Aurora Ave	Dead End Or Cul De Sac	Sealant
5	2013	Nw 36th St	Aurora Ave	Culebra Rd	Sealant
5	2013	Plainview Dr	Esmeralda Dr & Admiral Dr	Nw 38th St	Sealant
5	2013	Ripford St	Ih 35 S Access Rd	Nogalitos St	Sealant
5	2013	Rivas St	N Zarzamora	Dead End Or Cul De Sac	Sealant
5	2013	Rivas St	N Hamilton Ave	Nw 24th St	Sealant
5	2013	Roberts St	N Zarzamora	Dead End Or Cul De Sac	Sealant
5	2013	Ross Ave	S Zarzamora	Jennings Ave	Sealant
5	2013	Royston Ave	S Zarzamora	Jennings Ave	Sealant
5	2013	S Hamilton Ave	W Commerce St & N Hamilton Ave	El Paso St	Sealant
5	2013	S Zarzamora	El Paso St	Guadalupe St	Sealant
5	2013	S Zarzamora	San Luis St	El Paso St	Sealant
5	2013	San Fernando St	S Elmendorf	S Hamilton Ave	Sealant
5	2013	San Luis St	S Zarzamora	S Elmendorf	Sealant
5	2013	San Patricio	S Zarzamora	Colima St & Montezuma	Sealant
5	2013	Santiago St	Canario St	S Hamilton Ave	Sealant
5	2013	Sofia	S Elmendorf	San Fernando St	Sealant
5	2013	W Martin St	N Colorado St	N Brazos St	Sealant
5	2013	W Travis St	N Comal St	Dead End Or Cul De Sac	Sealant
5	2013	Yantis	Menefee Blvd	Dead End	Sealant
5	2014	Alta Sita	S General McMullen	Dead End	Rehabilitation
5	2014	Barrett Place	Carolyn St	Niemeyer St	Rehabilitation



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5	2014	Carmen Place	Keck Ave	Wazee	Rehabilitation
5	2014	Collingsworth	W Malone	Britton Ave	Rehabilitation
5	2014	Commercial Ave	Flanders Ave	W Harlan Ave	Rehabilitation
5	2014	Commercial Ave	Division	Flanders Ave	Rehabilitation
5	2014	Fay Ave	New Laredo Hwy	Somerset Rd	Rehabilitation
5	2014	Flanders Ave	IH 35 S Access Rd	Buffalo St	Rehabilitation
5	2014	Kemper St	S Navidad	S Trinity	Rehabilitation
5	2014	Lenard	Division	Vermont	Rehabilitation
5	2014	Morales	N Colorado St	N Medina	Rehabilitation
5	2014	N San Gabriel	W Commerce St & Old US Hwy 90 W	Dartmouth St	Rehabilitation
5	2014	Packard St	Chalmers Ave	Flanders Ave	Rehabilitation
5	2014	S Elmendorf	Merida St	Saltillo St	Rehabilitation
5	2014	S Laredo St	S Zarzamora	S Brazos St	Rehabilitation
5	2014	Stonewall Ave	IH 35 S Access Rd	Buffalo St	Rehabilitation
5	2014	W Emerson	Cupples Rd	Dead End	Rehabilitation
5	2014	W Lachappelle	S Flores St & E Lachappelle	Nogalitos St	Rehabilitation
5	2014	W Malone	IH 35 S Access Rd	Nogalitos St	Rehabilitation
5	2014	W Malone	IH 35 S Access Rd	S Flores St	Rehabilitation
5	2014	W Theo Ave	IH 35 S Access Rd	S Flores St	Rehabilitation
5	2014	W Theo Ave	IH 35 S Access Rd	Nogalitos St	Rehabilitation
5	2014	Cavalier Ave	S Zarzamora	Nogalitos St	Sealant
5	2014	Marian St	W Malone	Nogalitos St	Sealant
5	2014	Walton Ave	S Zarzamora	Nogalitos St	Sealant
5	2014	Amarillo Ave	Wichita Ct	Culberson Ave	Sealant
5	2014	Arbor Place	N Elmendorf	Dead End Or Cul De Sac	Sealant
5	2014	Arbor Place	Nw 24th St	Nw 25th St	Sealant
5	2014	Bernardo Eureste	Obregon	Madero St	Sealant
5	2014	Brady Blvd	Frio City Rd	S Zarzamora	Sealant
5	2014	Calles St	Bernardo Eureste	S Cibolo St	Sealant
5	2014	Calles St	S Cibolo St	S Calaveras	Sealant
5	2014	Carroll Ave	Nogalitos St	Marian St	Sealant
5	2014	Carthage Ct	Amarillo Ave	Hughes Ave	Sealant
5	2014	Colima St	Sw 18th St	Sw 19th St	Sealant
5	2014	Creighton Ave	Griffin Ave	Palestine	Sealant
5	2014	Dacus	Quintana Rd	Dead End Or Cul De Sac	Sealant

**City of San Antonio  
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5	2014	Furnish	Ih 35 S Access Rd	S San Marcos	Sealant
5	2014	Garland St	Kirk Place	Jennings Ave	Sealant
5	2014	Huerta St	Bernardo Eureste	S Calaveras & Unnamed St At Huerta St	Sealant
5	2014	Hughes Ave	Wichita Ct	Carthage Ct	Sealant
5	2014	Illg	Nogalitos St	S Zarzamora	Sealant
5	2014	Inez Ave	NW 34Th St	Dead End	Sealant
5	2014	Kirk Place	Sw 21st St	Cupples Rd	Sealant
5	2014	Lester	Dunton St	Griffin Ave	Sealant
5	2014	Loma Vista St	St Agatha	S Hamilton Ave	Sealant
5	2014	Loma Vista St	S Hamilton Ave	Sw 19th St	Sealant
5	2014	Lone Star Blvd	Dowdy	Ellis Bean	Sealant
5	2014	Madero St	Bernardo Eureste	S Calaveras	Sealant
5	2014	Marian St	Kirk Place	W Theo Ave	Sealant
5	2014	Mary St	Sierra St	Mission Rd	Sealant
5	2014	Mc Kenna	Quintana Rd	Lester	Sealant
5	2014	Montezuma	Sw 18th St	Sw 19th St	Sealant
5	2014	N Frio	W Commerce St & S Frio	W Houston St	Sealant
5	2014	N Frio	W Travis St	W Salinas	Sealant
5	2014	N Leona St	W Martin St	Perez	Sealant
5	2014	Nw 21st St	Ruiz St	Ruiz St	Sealant
5	2014	Nw 34th St	Fortuna St	Villa Rosa	Sealant
5	2014	Obregon	Bernardo Eureste	S Calaveras	Sealant
5	2014	Perez	N Frio & N Medina	N Leona St	Sealant
5	2014	Phyllis St	Taft Blvd	W Winnipeg Ave	Sealant
5	2014	Powell	Nogalitos St	Hale	Sealant
5	2014	Quintana Rd	Lester	W Gerald	Sealant
5	2014	Rounds St	N Calaveras	N Zarzamora	Sealant
5	2014	Ruiz St	Nw 20th St	Nw 21st St	Sealant
5	2014	Ruiz St	Nw 21st St	N General Mcmullen	Sealant
5	2014	S Alamo St	S Frio	IH 35 S Access Rd	Sealant
5	2014	S Brazos St	Vera Cruz St	Tampico St	Sealant
5	2014	S Brazos St	Ray Ave	Cumberland Blvd	Sealant
5	2014	S Calaveras	Santiago St	San Carlos St	Sealant
5	2014	S Calaveras	San Carlos St	Potosi St	Sealant
5	2014	S Cibolo St	Obregon	Brady Blvd	Sealant

**City of San Antonio  
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5	2014	S Frio	Ih 35 S Access Rd	San Fernando St	Sealant
5	2014	S Frio	Buena Vista St	W Durango Blvd	Sealant
5	2014	S Nueces	Buena Vista St	N Nueces & W Commerce St	Sealant
5	2014	S Picoso	Colima St	Santiago St	Sealant
5	2014	S San Marcos	Ih 35 S Access Rd	Ih 35 S Access Rd	Sealant
5	2014	S San Marcos	Saltillo St	Furnish	Sealant
5	2014	Saltillo St	S Zarzamora	S Hamilton Ave	Sealant
5	2014	San Patricio	S Hamilton Ave	Sw 19th St	Sealant
5	2014	Santiago St	S Picoso	S Minter	Sealant
5	2014	Sw 18th St	Colima St	Chihuahua St	Sealant
5	2014	Sw 19th St	Ceralvo St	Beechaven	Sealant
5	2014	Sw 19th St	Patton Blvd	Brady Blvd	Sealant
5	2014	Sw 19th St	Buena Vista St	Hazel St	Sealant
5	2014	Tampico St	S Navidad	S Chupaderas	Sealant
5	2014	Vera Cruz St	S Hamilton Ave	S Minter	Sealant
5	2014	W Poplar St	Nw 19th St	Nw 24th St	Sealant
5	2014	W Whittier St	S Presa St	Roosevelt Ave	Sealant
5	2015	Arbor Place	NW 19Th St	NW 24Th St	Rehabilitation
5	2015	Bank St	S Flores Rd	Probandt St	Rehabilitation
5	2015	Bryan	King Roger	Dead End	Rehabilitation
5	2015	Centennial Blvd	Nogalitos St	Dead End	Rehabilitation
5	2015	Conner	W Mitchell St	McKay	Rehabilitation
5	2015	Ellana Claire Ct	S Zarzamora	Amarillo Ave	Rehabilitation
5	2015	Gaynor St	Kirk Place	Thompson Place	Rehabilitation
5	2015	Grand Jean	W Mitchell St	Dead End	Rehabilitation
5	2015	Jean St	S Cibolo St	S Brazos St	Rehabilitation
5	2015	King Roger	W Mitchell St	Dead End	Rehabilitation
5	2015	La Croix	McKay	Dead End	Rehabilitation
5	2015	Menchaca	N General McMullen	NW 28Th St	Rehabilitation
5	2015	Mock	Finton	Floyd	Rehabilitation
5	2015	N Elmendorf	Leal St	W Martin St	Rehabilitation
5	2015	N San Marcos	Arbor Place	Perez St	Rehabilitation
5	2015	NW 29Th St	Culebra Rd	W Poplar St	Rehabilitation
5	2015	S Presa St	W Boyer	Wilkens	Rehabilitation
5	2015	Venus	Thompson Place	Jupiter	Rehabilitation

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5	2015	Carroll Ave	S Zarzamora	Marian St	Sealant
5	2015	Hearne	S Zarzamora	Nogalitos St	Sealant
5	2015	Barrett Place	Gaynor St	De Soto St	Sealant
5	2015	Chihuahua St	Barclay St	Canario St	Sealant
5	2015	Esmeralda Dr	Nw 36th St & Mayberry Ave	Inez Ave	Sealant
5	2015	Gladstone St	Pleasanton Rd	IH 35 S Access Rd	Sealant
5	2015	Nw 22nd St	W Commerce St & Buena Vista St	W Martin St	Sealant
5	2015	Ruiz St	N Calaveras	Nw 20th St	Sealant
5	2015	S Brazos St	Tampico St	S Laredo St	Sealant
5	2015	S Laredo St	Ih 35 S Access Rd	S Brazos St	Sealant
5	2015	S Minter	Guadalupe St	Chihuahua St	Sealant
5	2015	S Zarzamora	W Winnipeg Ave	Culberson Ave	Sealant
5	2015	Saltillo St	Sw 21st St	Sw 21st St	Sealant
5	2015	Santiago St	S Zarzamora	Dead End Or Cul De Sac	Sealant
5	2015	Somerset Rd	Flanders Ave & S Zarzamora	W Southcross Blvd	Sealant
5	2015	Taft Blvd	Gaynor St	De Soto St	Sealant
5	2015	Thompson Place	Gaynor St	De Soto St	Sealant
5	2015	W Commerce St	N Comal St & S Comal St	N Colorado St & S Colorado St	Sealant
5	2015	W Commerce St	N Leona St & S Leona St	W Commerce St	Sealant
5	2015	W Houston St	Nw 25th St & Rosa Parks Way	Nw 26th St	Sealant
5	2015	W Houston St	Nw 19th St	Rosa Parks Way	Sealant
5	2015	W Martin St	N Pecos La Trinidad & Ih 35 N Access Rd	N Colorado St	Sealant
5	2015	W Martin St	N General McMullen	N Calaveras	Sealant
5	2016	Burbank	Cassiano St	Zavalla St	Rehabilitation
5	2016	Mckay	Mcaskill	Dead End	Rehabilitation
5	2016	Merida St	S Zarzamora	S Brazos St	Rehabilitation
5	2016	Morales	Nw 27th St	Dead End East	Rehabilitation
5	2016	N General McMullen	Lombrano	Dartmouth St	Rehabilitation
5	2016	S Nueces	Ceralvo St	Frio City Rd	Rehabilitation
5	2016	W Glenn Ave	Ih 35 N Access Rd	Edwards	Rehabilitation
5	2016	W Highland Blvd	Mission Rd	Roosevelt Ave	Rehabilitation
5	2016	W Southcross Blvd	Quintana Rd	Somerset Rd	Rehabilitation
5	2016	Kirk Place	Us Hwy 90 W Access Rd	Dead End	Sealant
5	2016	Linares Ave	S Zarzamora	Nogalitos St	Sealant
5	2016	Cordelia	N General McMullen	Dead End East	Sealant

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5	2016	Faust	N General McMullen	Matyear St	Sealant
5	2016	Monterey St	SW 27th St	Dead End West	Sealant
5	2016	Muniz	San Judas	Dead End Or Cul De Sac	Sealant
5	2016	Nw 20th St	Sw 20th St & W Commerce St	Morales	Sealant
5	2016	Nw 21st St	Sw 21st St & W Commerce St	Morales	Sealant
5	2016	Nw 23rd St	W Commerce St	W Martin St	Sealant
5	2016	Rochambeau St	Commercial Ave	W Malone	Sealant
5	2016	Sw 20th St	Nw 20th St & W Commerce St	Buena Vista St & Shore	Sealant
5	2016	Sw 29th St	W Commerce St	San Luis St	Sealant
5	2016	Vignes	Cottonwood Ave	W Malone	Sealant
5	2016	W Salinas	Nw 26th St	Dead End Or Cul De Sac	Sealant
5	2016	W Salinas	Nw 19th St	Dead End Or Cul De Sac	Sealant
5	2016	W Travis St	Nw 19th St	Nw 26th St	Sealant
6	2012	Alamo Downs Pkwy	Culebra Rd	NW Loop 410 Access Rd	Rehabilitation
6	2012	Bowen	Bowens Crossing	Old Tezel Rd	Rehabilitation
6	2012	Castleridge Dr	Pinn Rd	W Military Dr	Rehabilitation
6	2012	Fair Bend	Grand Bend	Fountain Bend	Rehabilitation
6	2012	Fairpoint	Bowens Crossing	Cooks Pt	Rehabilitation
6	2012	Grand Bend	Ivy Bend	Hoovers Bend	Rehabilitation
6	2012	Indian Bend	Grand Bend	Hoovers Bend	Rehabilitation
6	2012	Martinique	Westward Dr	Andros Place	Rehabilitation
6	2012	Middle Oaks Dr	Noble Oak Dr	Swaying Oaks	Rehabilitation
6	2012	Olga Dr	Castroville Rd	SW 35Th St	Rehabilitation
6	2012	Pinn Rd	US Hwy 90 W Access Rd	Westfield Blvd	Rehabilitation
6	2012	Renwick Dr	US Hwy 90 W Access Rd	W Military Dr	Rehabilitation
6	2012	Ridge Glade	Ridge Branch	Ridge Fern	Rehabilitation
6	2012	Ridge Post	Ridge Path	Dead End	Rehabilitation
6	2012	Ridge Sky	Ridge Run	Cul-De-Sac	Rehabilitation
6	2012	Ridge Wilde	Ridge Place	Ridgebrook	Rehabilitation
6	2012	S General McMullen	Castroville Rd	US Hwy 90 W Access Rd	Rehabilitation
6	2012	Tahoka Blvd	Arvil Ave	Marcum Dr	Rehabilitation
6	2012	Valley Bend	Cliffbrier	Valley Lawn	Rehabilitation
6	2012	Westedge Dr	Marbach Rd	Westlawn	Rehabilitation
6	2012	Westlawn	W Military Dr	Westedge Dr	Rehabilitation
6	2012	Woodland Hills	Forest Village	Dead End	Rehabilitation

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6	2012	Bobcat Blf	Diamond Blf	Coral Bay	Sealant
6	2012	Cub Falls	Seascape Dr	Diamond Blf	Sealant
6	2012	Cub Valley	Tiger Path	Cul-De-Sac	Sealant
6	2012	Lion Chase	Diamond Blf	Diamond Blf	Sealant
6	2012	Lion Moon	Tiger Path	Cul-De-Sac	Sealant
6	2012	Lynx Crossing	Diamond Blf	Coral Bay	Sealant
6	2012	Lynx Path	Seascape Dr	Diamond Blf	Sealant
6	2012	Rattler Gap	Cougar Hunt	Tiger Field	Sealant
6	2012	Seascape Dr	W Military Dr	Potranco Rd	Sealant
6	2012	Amerada	Ceralvo St	Patton Blvd & Brady Blvd	Sealant
6	2012	Ardmore St	Sw 40th St	S Acme Rd	Sealant
6	2012	Brady Blvd	Cupples Rd	Patton Blvd & Amerada	Sealant
6	2012	Centro Bonito	Centro Hermosa	Centro Hermosa	Sealant
6	2012	Centro Grande	Tres Caminos	Centro Hermosa	Sealant
6	2012	Cumbre Dr	Paso Doble	Dead End Or Cul De Sac	Sealant
6	2012	Cumbre Dr	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
6	2012	Deer Skin	Oakhill Rd	Painted Sky	Sealant
6	2012	Delfino	Ceralvo St	Patton Blvd	Sealant
6	2012	Delta	Sw 41st St	S Acme Rd	Sealant
6	2012	Durant St	Sw 40th St	S Acme Rd	Sealant
6	2012	Gillcross Way	New Guilbeau Rd	April Bend	Sealant
6	2012	Ingram Rd	Lakeside Pkwy	Old Hunt Ln	Sealant
6	2012	Ingram Rd	Potranco Rd	Lakeside Pkwy	Sealant
6	2012	Jean Verte	Chinon	New Guilbeau Rd	Sealant
6	2012	Les Harrison Dr	Hidden Ledge	Village Basin	Sealant
6	2012	Little Fawn	War Dance	Dead End Or Cul De Sac	Sealant
6	2012	Magnolia Bend	Magnolia Run	Magnolia River	Sealant
6	2012	Magnolia Crest	Magnolia Run	Magnolia River	Sealant
6	2012	Magnolia Hill	Magnolia Run	Magnolia River	Sealant
6	2012	Magnolia River	Magnolia Field	Magnolia Summit	Sealant
6	2012	Magnolia Run	Magnolia Field	Magnolia Summit	Sealant
6	2012	Magnolia Summit	Magnolia Run	Magnolia River	Sealant
6	2012	Marcum Dr	Arvil Ave	Elmer Blvd	Sealant
6	2012	Marietta	Sw 41st St	S Acme Rd	Sealant
6	2012	Meadow Cliff	Joe Newton	Meadow Flower	Sealant

**City of San Antonio  
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6	2012	Meadow Crk	Pipers Crk	Dead End Or Cul De Sac	Sealant
6	2012	Meadow Dr	Pipers Crk	Pipers Ln	Sealant
6	2012	Meadow Flower	Meadow Hill	Meadow Cliff	Sealant
6	2012	Meadow Green	Joe Newton	Pipers Crk	Sealant
6	2012	Meadow Hill	Joe Newton	Meadow Flower	Sealant
6	2012	Meadow Lawn	Joe Newton	Pipers Crk	Sealant
6	2012	Meadow Run	Meadow Green	Dead End Or Cul De Sac	Sealant
6	2012	Painted Sky	Deer Skin	Farragut Dr	Sealant
6	2012	Paso Doble	Cumbre Dr	Patton Blvd	Sealant
6	2012	Patton Blvd	Cupples Rd	Dead End Or Cul De Sac	Sealant
6	2012	Pipers Crk	Joe Newton	Culebra Rd	Sealant
6	2012	Pipers Cross	Pipers Swan	Dead End Or Cul De Sac	Sealant
6	2012	Pipers Swan	Pipers Ln	Dead End Or Cul De Sac	Sealant
6	2012	Posada Dr	Cumbre Dr	Patton Blvd	Sealant
6	2012	Purcell	Sw 41st St	S Acme Rd	Sealant
6	2012	Richland Hills Dr	Potranco Rd	W Military Dr	Sealant
6	2012	Richland Hills Dr	Sw Loop 410 Access Rd	Potranco Rd	Sealant
6	2012	Sw 37th St	Joe Blanks St	Eldridge Ave	Sealant
6	2012	Sw 38th St	Joe Blanks St	Eldridge Ave	Sealant
6	2012	Sw 39th St	Jesse St	Old Us Hwy 90 W	Sealant
6	2012	Sw 40th St	Old Us Hwy 90 W	Castroville Rd	Sealant
6	2012	Sw 41st St	Ardmore St	Muskogee St	Sealant
6	2012	View West Dr	Ingram Rd	Orchard Willow	Sealant
6	2012	War Dance	Deer Skin	Dead End Or Cul De Sac	Sealant
6	2012	Waters Edge Dr	Cable Ranch Rd	Lakeview Way	Sealant
6	2012	Waters Edge Dr	Plaza Lake Dr	Ingram Rd	Sealant
6	2012	Waters Edge Dr	Sw Loop 410 Access Rd	Cable Ranch Rd	Sealant
6	2012	Westfield Blvd	Old Us Hwy 90 W	Pinn Rd	Sealant
6	2013	Airpark Dr	S Acme Rd	Dead End	Rehabilitation
6	2013	Autumn Mist St	Shadowdance	Dead End	Rehabilitation
6	2013	Blazing Sunset	Shimmering Dawn	Summer Breeze	Rehabilitation
6	2013	British Arms	Copperfield	Cul-De-Sac	Rehabilitation
6	2013	Cliff Stone	Cliff Rock	Cliff Trl	Rehabilitation
6	2013	Cliff Way	Cliff Bank	Cliff Path	Rehabilitation
6	2013	Creekline Dr	Rim Rock Trl	Timber View Dr	Rehabilitation

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6	2013	Crystal Crk	Brookport	Cul-De-Sac	Rehabilitation
6	2013	Deer Village	Cliffbrier	Cul-De-Sac	Rehabilitation
6	2013	Enchanted Sunset	Summer Breeze	Shimmering Dawn	Rehabilitation
6	2013	Encino Village	Gallery Rdg	Aragon Village	Rehabilitation
6	2013	Estrella St	S Acme Rd	SW 39Th	Rehabilitation
6	2013	Galesburg	Brandyridge	Barnsley	Rehabilitation
6	2013	Highfield	Callaghan Rd	Millbank	Rehabilitation
6	2013	Linbrooke	Sidbury Cir	Cul-De-Sac	Rehabilitation
6	2013	Lockend	Moortown	Shelley	Rehabilitation
6	2013	Meadow Sun	Timber View Dr	Meadow Rain	Rehabilitation
6	2013	Misty Woods	Summer Breeze	W Loop 1604 N Access Rd	Rehabilitation
6	2013	New Callaghan Rd	Callaghan Rd	Callaghan Rd	Rehabilitation
6	2013	Oak Cluster	Dead End	Dead End	Rehabilitation
6	2013	Old Grissom Rd	Grissom Rd	Culebra Rd	Rehabilitation
6	2013	Piccadilly	Rob Roy Ln	Cul-De-Sac	Rehabilitation
6	2013	Rob Roy Ln	Reed Rd	Copperfield	Rehabilitation
6	2013	Serene Woods	Summer Breeze	Sunnydell Dr	Rehabilitation
6	2013	Shadowdance	Shimmering Dawn	Sunnydell Dr	Rehabilitation
6	2013	Shimmering Dawn	COSA City Limits	Enchanted Sunset	Rehabilitation
6	2013	Summer Breeze	Blazing Sunset	Enchanted Sunset	Rehabilitation
6	2013	Sunnydell Dr	Enchanted Sunset	Dead End	Rehabilitation
6	2013	Timber View Dr	Pipers Ln	Star Creek Dr	Rehabilitation
6	2013	Townridge	Townhill	Cul-De-Sac	Rehabilitation
6	2013	Valley Meadow	Summer Breeze	W Loop 1604 N & State Hwy 151 Access Rd	Rehabilitation
6	2013	Valley Pawn	Valley Crest	Cul-De-Sac	Rehabilitation
6	2013	Westshire Dr	Rawhide Ln	W Military Dr & Unnamed Rd At 7200 W Military	Rehabilitation
6	2013	Willow Crk	Rim Rock Trl	Timber View Dr	Rehabilitation
6	2013	Bobcat Pass	W Military Dr	Leopard Path	Sealant
6	2013	Coral Bay	Bobcat Blf	Tiger Field	Sealant
6	2013	Cougar Hunt	Diamond Blf	Coral Bay	Sealant
6	2013	Cub Haven	Tiger Path	Cougar Country	Sealant
6	2013	Diamond Blf	Bobcat Blf	Cougar Hunt	Sealant
6	2013	Leopard Path	Bobcat Pass	Cat Mountain	Sealant
6	2013	Lion Way	Cougar Hunt	Tiger Field	Sealant
6	2013	Tiger Field	Tiger Path	Coral Bay	Sealant



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6	2013	Tiger Hunt	Diamond Blf	Coral Bay	Sealant
6	2013	Arnaz Dr	Laverne Ave	S Acme Rd	Sealant
6	2013	Baer Trl	Oakhill Rd	Dennler	Sealant
6	2013	Ceralvo St	Cupples Rd	S General McMullen	Sealant
6	2013	Cliff Path	Timber Path	Cliff Way	Sealant
6	2013	Cliff Pt	Cliffmore	Cliff Rdg	Sealant
6	2013	Cliff Rdg	Timber Path	Cliff Pt	Sealant
6	2013	Cliff Walk	Timber Path	Cliffvale	Sealant
6	2013	Dennler	Linus	War Arrow Dr	Sealant
6	2013	Dove Park Ln	Blazing Sunset	Enchanted Sunset	Sealant
6	2013	Echo Fork	Field Wood	Dead End Or Cul De Sac	Sealant
6	2013	Edenbridge	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
6	2013	El Paso St	S General McMullen	S San Joaquin	Sealant
6	2013	Eldridge Ave	S San Joaquin & Wallace St	Old Us Hwy 90 W	Sealant
6	2013	Farragut Dr	Oakhill Rd	Painted Sky	Sealant
6	2013	Farragut Dr	Callaghan Rd	Oakhill Rd	Sealant
6	2013	Gallery Rdg	Village Brown & Cliffbrier	Dover Rdg	Sealant
6	2013	Hidden Cape	Hidden Plains	Dead End Or Cul De Sac	Sealant
6	2013	Hidden Crest	Hidden Plains	Hidden Brook	Sealant
6	2013	Hidden Cross	Les Harrison Dr	Hidden Rose	Sealant
6	2013	Hidden Swan	Les Harrison Dr	Hidden Rose	Sealant
6	2013	Inridge	Barnsley	Galesburg	Sealant
6	2013	Jean Verte	Roquefort	Chinon	Sealant
6	2013	Leander	Rich Quail	Dulles	Sealant
6	2013	Les Harrison Dr	Culebra Rd	Hidden Ledge	Sealant
6	2013	Mansfield	Leander	Richland Hills Dr	Sealant
6	2013	Moraima St	Eldridge Ave	Castroville Rd	Sealant
6	2013	Oakhill Rd	Oakhill Rd	Viva Max	Sealant
6	2013	Oakhill Rd	Baer Trl	War Arrow Dr	Sealant
6	2013	Oklahoma St	Sw 40th St	S Acme Rd	Sealant
6	2013	Pipers Crest	Pipers Hill	Pipers Valley	Sealant
6	2013	Pipers Crk	Culebra Rd	Ingram Rd	Sealant
6	2013	Pipers Glade	Pipers Valley	Meadow Dr	Sealant
6	2013	Pipers Hill	Pipers Crest	Pipers Ln	Sealant
6	2013	Pipers Valley	Pipers Glade	Pipers Crest	Sealant

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6	2013	Ridge Arbor	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
6	2013	Ridge Oak	Timber Path	Ridge Fern	Sealant
6	2013	Ridge Path	Tezel Rd	Ridge Place	Sealant
6	2013	S San Augustine	W Commerce St	Jewett	Sealant
6	2013	S San Eduardo	Wallace St	Castroville Rd	Sealant
6	2013	S San Joaquin	Old Us Hwy 90 W	Castroville Rd	Sealant
6	2013	Sekula Dr	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
6	2013	Selene Dr	Culebra Rd	Sekula Dr	Sealant
6	2013	Sw 35th St	Castroville Rd	Dead End Or Cul De Sac	Sealant
6	2013	Sw 39th St	Joe Blanks St	Jesse St	Sealant
6	2013	Sw 42nd St	Old Us Hwy 90 W	Tyson St	Sealant
6	2013	Topcroft	Callaghan Rd	Moortown	Sealant
6	2013	Town Briar	Farragut Dr	War Arrow Dr	Sealant
6	2013	Town Crk	Town Ville	Dead End Or Cul De Sac	Sealant
6	2013	Towncliff	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
6	2013	Tyson St	Sw 42nd St	S Acme Rd	Sealant
6	2013	Villa Del Sol	Sw 35th St	Dead End Or Cul De Sac	Sealant
6	2013	Wacos	War Arrow Dr	Dead End Or Cul De Sac	Sealant
6	2013	War Feather	Wacos	Dead End Or Cul De Sac	Sealant
6	2014	Astin Place	Claudia Cir	Cul-De-Sac	Rehabilitation
6	2014	Bent Branch	Brickwood	Cul-De-Sac	Rehabilitation
6	2014	Brickwood	Old Tezel Rd	Bent Branch	Rehabilitation
6	2014	Copperfield	Reed Rd	Rousseau	Rehabilitation
6	2014	Dahlgreen Ave	Eldridge Ave	Akron	Rehabilitation
6	2014	Fabens	Leander	Ohara Dr	Rehabilitation
6	2014	Field Wood	Reed Rd & Meadow Swan	Herder Circle Dr	Rehabilitation
6	2014	Lauren Mist	Alexa Place	Cul-De-Sac	Rehabilitation
6	2014	Levelland	Leander	Perryton	Rehabilitation
6	2014	Meadow Way Dr	Marbach Rd	Timbercreek Dr	Rehabilitation
6	2014	Mission Forest Dr	Herder Circle Dr	Cul-De-Sac	Rehabilitation
6	2014	Mt Evans Dr	Rogers Rd	Dead End East	Rehabilitation
6	2014	Oak Timber	Rim Rock Trl	Woodline	Rehabilitation
6	2014	Oakhill Rd	Cub Cir	Culebra Rd	Rehabilitation
6	2014	Old US Hwy 90 W	Gena Rd	US Hwy 90 W Access Rd	Rehabilitation
6	2014	Remuda Dr	Red Elm	W Military Dr	Rehabilitation

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6	2014	Rich Quail	Leander	Perryton	Rehabilitation
6	2014	Rousseau	W Military Dr	Copperfield	Rehabilitation
6	2014	Shoal Creek Dr	Timber View Dr	Dead End	Rehabilitation
6	2014	Terra Oak	Weybridge	Dead End	Rehabilitation
6	2014	Valencia	Eldridge Ave	Akron	Rehabilitation
6	2014	Valley Wood	Valley Dale	Valley Spg	Rehabilitation
6	2014	Weybridge	Dover Rdg	Terra Oak	Rehabilitation
6	2014	Bobcat Rise	Bobcat Crk	Cat Mesa	Sealant
6	2014	Cat Mesa	Bobcat Rise	Cul-De-Sac	Sealant
6	2014	Cougar Ledge	Bobcat Pass	Cul-De-Sac	Sealant
6	2014	Cub Path	Lynx Range	Tiger Way	Sealant
6	2014	Leopard Holw	Lynx Range	Tiger Grove	Sealant
6	2014	Leopard Hunt	Lion King	Cul-De-Sac	Sealant
6	2014	Lion Path	Lynx Bend	Cul-De-Sac	Sealant
6	2014	Lynx Bend	Cul-De-Sac North	Cul-De-Sac South	Sealant
6	2014	Lynx Range	Bobcat Crk	Seascape Dr	Sealant
6	2014	Tiger Chase	Bobcat Crk	Cougar Country	Sealant
6	2014	Tiger Grove	Leopard Holw	Cul-De-Sac	Sealant
6	2014	Tiger Way	Cul-De-Sac West	Cul-De-Sac East	Sealant
6	2014	Belcross St	Fridell St	W Commerce St	Sealant
6	2014	Buena Vista St	Capehart	S Acme Rd	Sealant
6	2014	Buena Vista St	Sw 40th St	Belcross St	Sealant
6	2014	Bushbuck Way	Roan Brook	Gemsbuck Chase	Sealant
6	2014	Capehart	W Commerce St	Fridell St	Sealant
6	2014	Cliff Valley	Timber Path	Cliff Way	Sealant
6	2014	Daniel Boone	Pancho Villa	Viva Max	Sealant
6	2014	Davy Crockett	Pancho Villa	Viva Max	Sealant
6	2014	Deaf Smith	James Bonham	Dead End Or Cul De Sac	Sealant
6	2014	Fridell St	Sw 40th St	Belcross St	Sealant
6	2014	Fridell St	Capehart	S Acme Rd	Sealant
6	2014	Herbert Ln	Old Us Hwy 90 W	Castroville Rd	Sealant
6	2014	Impala Park	Roan Brook	Dead End Or Cul De Sac	Sealant
6	2014	Impala Summit	Wiseman Blvd	Dead End Or Cul De Sac	Sealant
6	2014	James Bonham	Pancho Villa	Viva Max	Sealant
6	2014	Jim Bowie	Pancho Villa	Townhill	Sealant

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6	2014	Monterey St	Sw 40th St	Belcross St	Sealant
6	2014	Monterey St	Capehart	S Acme Rd	Sealant
6	2014	Morelia	Cupples Rd & Saltillo St	S General McMullen	Sealant
6	2014	Old Us Hwy 90 W	State Hwy 151 Access Rd	Jerome Rd	Sealant
6	2014	Pinn Rd	W Commerce St	Brownleaf Dr	Sealant
6	2014	Roan Brook	Impala Summit	Gemsbuck Chase	Sealant
6	2014	S Callaghan Rd	W Commerce St & Callaghan Rd	Castroville Rd & Us Hwy 90 W Access Rd	Sealant
6	2014	Sable Leap	Roan Brook	Dead End Or Cul De Sac	Sealant
6	2014	Timber Path	Village Park	Cliffbrier	Sealant
6	2014	Timber Path	Timber Cut & Ridge Run	Ridgebrook	Sealant
6	2014	Timber Path	Cliffdale	Les Harrison Dr	Sealant
6	2014	Timber Path	Culebra Rd	Timber Run	Sealant
6	2014	Timberwilde Dr	Timber Trace	Grissom Rd	Sealant
6	2014	Us Hwy 90 W Access Rd	S Callaghan Rd & Castroville Rd	Us Hwy 90 W	Sealant
6	2014	Viva Max	Callaghan Rd	War Dance	Sealant
6	2014	William Travis	Pancho Villa	Viva Max	Sealant
6	2015	Cactus Crk	Desert Morning	Cul-De-Sac	Rehabilitation
6	2015	Cotton Holw	Rim Line Dr	Cul-De-Sac	Rehabilitation
6	2015	Desert Morning	Windline	Sageline	Rehabilitation
6	2015	Easterling	Culebra Rd	Dead End	Rehabilitation
6	2015	Fairgrounds Pkwy	Grandstand Dr	Culebra Rd	Rehabilitation
6	2015	Hayden Holw	Rim Line Dr	Cul-De-Sac	Rehabilitation
6	2015	Laurel Bend	Mystic Bend	South Bend	Rehabilitation
6	2015	Meadow Fire	Timber View Dr	Dead End	Rehabilitation
6	2015	Meadow Forest	Meadow River	Meadow Pass	Rehabilitation
6	2015	Meadow Pass	Meadow Forest	Meadow Post	Rehabilitation
6	2015	Meadow Post	Meadow River	Meadow Pass	Rehabilitation
6	2015	Meadow Rain	Meadow Sun	Meadow Post	Rehabilitation
6	2015	Meadow River	Meadow Forest	Meadow Fire	Rehabilitation
6	2015	Meadow Tree	Timber View Dr	Dead End	Rehabilitation
6	2015	Mountain View Dr	Rogers Rd	Mt Helen Dr	Rehabilitation
6	2015	Mt Crosby Dr	Mt Helen Dr	Dead End East	Rehabilitation
6	2015	Mt Helen Dr	Mt Evans Dr	Mt Baker Dr	Rehabilitation
6	2015	Mt Hood Dr	Mt Helen Dr	Dead End East	Rehabilitation
6	2015	N Ellison Dr	Westover Hills Blvd	W Military Dr	Rehabilitation

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6	2015	Ridge Sun	Timber Path	Dead End Or Cul De Sac	Rehabilitation
6	2015	Rim Line Dr	Timber View Dr	Woodline	Rehabilitation
6	2015	Rousseau	W Military Dr	Creston	Rehabilitation
6	2015	Westover Hills Blvd	N Ellison Dr	State Hwy 151 Access Rd	Rehabilitation
6	2015	Windline	Desert Morning	Woodline	Rehabilitation
6	2015	Woodrock	Rim Line Dr	Cul-De-Sac	Rehabilitation
6	2015	Woollcott	Rousseau	Cul-De-Sac	Rehabilitation
6	2015	Bobcat Crk	Tiger Chase	Tiger Grove	Sealant
6	2015	Cat Mountain	Leopard Path	Cul-De-Sac	Sealant
6	2015	Lion Forest	Leopard Path	Cul-De-Sac	Sealant
6	2015	Lion King	Tiger Chase	Cub Haven	Sealant
6	2015	Tiger Path	Cub Haven	Tiger Field	Sealant
6	2015	Belcross St	Fridell St	SW 40th St	Sealant
6	2015	Buena Vista St	SW 40th St	SW 39th St	Sealant
6	2015	Copperfield	Reed Rd	Cul-De-Sac NorthEast	Sealant
6	2015	Cupples Rd	Brady Blvd	Us Hwy 90 W	Sealant
6	2015	Gazelle Ford	Roan Brook	Sable Green	Sealant
6	2015	Gazelle Forest	Roan Brook	Sable Arrow	Sealant
6	2015	Gemsbuck Chase	Roan Brook	Roan Brook	Sealant
6	2015	Magnolia Field	Magnolia Run	Dugas Dr	Sealant
6	2015	Magnolia Park	Magnolia Summit	N Ellison Dr & Ruby Cavern Dr	Sealant
6	2015	Meadow Dr	Pipers Ln	Pipers Rdg	Sealant
6	2015	Monterey St	SW 40th St	SW 39th St	Sealant
6	2015	Pancho Villa	Davy Crockett	Oakhill Rd	Sealant
6	2015	Pharis St	Belcross St	SW 39th St	Sealant
6	2015	Pipers Blf	Pipers Ct	Dead End Or Cul De Sac	Sealant
6	2015	Pipers Ct	Pipers Vw	Pipers Blf	Sealant
6	2015	Pipers Field	Pipers Hill	Dead End Or Cul De Sac	Sealant
6	2015	Pipers Haven	Pipers Way	Pipers Run	Sealant
6	2015	Pipers Hill	Pipers Ln	Pipers Meadow	Sealant
6	2015	Pipers Ln	Pipers Swan	Dead End Or Cul De Sac	Sealant
6	2015	Pipers Meadow	Pipers Hill	Dead End Or Cul De Sac	Sealant
6	2015	Pipers Path	Pipers Way	Dead End Or Cul De Sac	Sealant
6	2015	Pipers Rdg	Pipers Swan	Pipers Hill	Sealant
6	2015	Pipers Run	Pipers Haven	Dead End Or Cul De Sac	Sealant

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6	2015	Pipers Swan	Pipers Ln	Pipers Rdg	Sealant
6	2015	Pipers Trl	Pipers Blf	Dead End Or Cul De Sac	Sealant
6	2015	Pipers Vw	Pipers Ln	Pipers Ct	Sealant
6	2015	Pipers Walk	Pipers Field	Pipers Meadow	Sealant
6	2015	Pipers Way	Pipers Trl	Pipers Haven	Sealant
6	2015	Roan	Rimfire Dr	Dead End Or Cul De Sac	Sealant
6	2015	Roan Field	Bushbuck Way	Dead End Or Cul De Sac	Sealant
6	2015	Roan Lodge	Roan Brook	Gemsbuck Chase	Sealant
6	2015	Sable Arrow	Gemsbuck Chase	Impala Summit	Sealant
6	2015	Sable Green	Roan Brook	Gazelle Ford	Sealant
6	2015	W Military Dr	N Ellison Dr	Bobcat Pass	Sealant
6	2015	W Military Dr	Dugas Dr	Bobcat Pass	Sealant
6	2015	W Military Dr	State Hwy 151 Access Rd	N Ellison Dr	Sealant
6	2016	Dugas Dr	W Military Dr	Potranco Rd	Rehabilitation
6	2016	Lion King	Tiger Chase	Dead End	Rehabilitation
6	2016	Mt Mckinley Dr	Mt Evans Dr	Dead Ends North Both Sides	Rehabilitation
6	2016	N Ellison Dr	W Loop 1604 N	Westover Hills Blvd	Rehabilitation
6	2016	Ridge Stone	Rim Line Dr	Rim Rock Trl	Rehabilitation
6	2016	Sageline	Desert Morning	Cul-De-Sac	Rehabilitation
6	2016	Star Creek Dr	Village Pkwy	Reed Rd	Rehabilitation
6	2016	Starhaven Place	Lawnwood	Hickory Grove Dr	Rehabilitation
6	2016	W Military Dr	W Loop 1604 N	Bobcat Pass	Rehabilitation
6	2016	Westover Hills Blvd	Culebra Rd	Del Mar Trl	Rehabilitation
6	2016	Cougar Gap	Granite Cliff	Rattler Blf	Sealant
6	2016	Diamond Falls	Tiger Paw	Lion Hunt	Sealant
6	2016	Diamond Rock	Granite Bay	Tiger Hills	Sealant
6	2016	Granite Bay	Cougar Chase	Diamond Rock	Sealant
6	2016	Leopard Claw	Cougar Chase	Potranco Rd	Sealant
6	2016	Limestone Flat	Tiger Paw	Lion Hunt	Sealant
6	2016	Lion Hunt	Diamond Falls	Rattler Blf	Sealant
6	2016	Lynx Manor	Seascape Dr	Limestone Flat	Sealant
6	2016	Tiger Bay	Rattler Blf	Butler Pt	Sealant
6	2016	Tiger Hills	Cougar Chase	Diamond Rock	Sealant
6	2016	Fridell St	SW 40th St	SW 39th St	Sealant
6	2016	Old Us Hwy 90 W	W Commerce St & N San Gabriel	S San Joaquin	Sealant

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6	2016	Old Us Hwy 90 W	S San Joaquin	Sw 36th St	Sealant
6	2016	Prosperity Dr	Laverne Ave	S Acme Rd	Sealant
6	2016	Prosperity Dr	Old Us Hwy 90 W	Laverne Ave	Sealant
6	2016	Sw 36th St	W Commerce St & Nw 36th St	Eldridge Ave	Sealant
6	2016	Sw 39th St	Joe Blanks St	W Commerce St	Sealant
6	2016	Sw 40th St	Pharis St	W Commerce St	Sealant
6	2016	W Military Dr	Dugas Dr	W Military Dr	Sealant
6	2016	Wiseman Blvd	N Ellison Dr	W Loop 1604 N	Sealant
6	2016	Wiseman Blvd	Westover Hills Blvd & N Hunt Ln	N Ellison Dr	Sealant
7	2012	Altgelt Ave	Babcock Rd	Balcones Heights Rd & Ozark	Rehabilitation
7	2012	Bella Vista Dr	Bloomfield Dr	E Broadview	Rehabilitation
7	2012	Bella Vista Dr	Cloudcroft Dr	E Broadview	Rehabilitation
7	2012	Bloomfield Dr	Bandera Rd	W Sunshine	Rehabilitation
7	2012	Bluehill Rd	Lakeridge	Moss Oak	Rehabilitation
7	2012	Bluff St	Benrus	Dead End West	Rehabilitation
7	2012	Cambray Dr	Newcome Dr	Popping Dr & Palatine Dr	Rehabilitation
7	2012	City View Dr	E Sunshine	Hillcrest Dr	Rehabilitation
7	2012	Colgate	Camino Santa Maria	Cincinnati Ave	Rehabilitation
7	2012	E Arrowhead Dr	E Skyview	W Arrowhead Dr & Arrowhead Dr	Rehabilitation
7	2012	E Sunshine	Tillman	City View Dr	Rehabilitation
7	2012	Fred May Dr	Baywater Dr	Summit Pkwy	Rehabilitation
7	2012	Gabor Dr	Evers Rd	Wurzbach Rd	Rehabilitation
7	2012	Glencrest	NW Loop 410 Access Rd	Oakridge	Rehabilitation
7	2012	Kindlewood	Cul-De-Sac	Saddlewood	Rehabilitation
7	2012	Lake Blvd	Club Dr	Quentin Dr	Rehabilitation
7	2012	Marquette	Maiden Ln	Dead End	Rehabilitation
7	2012	North Dr	Wilson Blvd	Vollum Ave	Rehabilitation
7	2012	Palatine Dr	NW Loop 410 Access Rd	Popping Dr & Cambray Dr	Rehabilitation
7	2012	Pin Oak Dr	NW Loop 410 Access Rd & IH 10 W Access Rd	Oaklawn	Rehabilitation
7	2012	Postwood Dr	Callaghan Rd	Colebrook Dr	Rehabilitation
7	2012	Roanoke Ave	Culebra Rd	Irola Av	Rehabilitation
7	2012	Rolling Dale Dr	NW Loop 410 Access Rd	Northfield Dr	Rehabilitation
7	2012	Rolling Green Dr	Cloudcroft Dr	E Broadview	Rehabilitation
7	2012	Rolling Green Dr	Bloomfield	E Broadview	Rehabilitation
7	2012	Saddlewood	Kindlewood	Cul-De-Sac	Rehabilitation

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7	2012	Silver Moon	Addersley	North Lake	Rehabilitation
7	2012	Sunnycrest Dr	Cloudcroft Dr	E Broadview	Rehabilitation
7	2012	Sunnycrest Dr	E Broadview	Bloomfield Dr	Rehabilitation
7	2012	Sunnyland	Cloudcroft Dr	E Broadview	Rehabilitation
7	2012	Sunnyland	Bloomfield	E Broadview	Rehabilitation
7	2012	Sweetbriar	Tulane	Bandera Rd	Rehabilitation
7	2012	Texas Ave	Bradford	Bandera Rd	Rehabilitation
7	2012	W Huisache Ave	St Cloud	Dead End	Rehabilitation
7	2012	W Summit	Kampmann Blvd	Wilson Blvd	Rehabilitation
7	2012	Windsor	Seeling	St Cloud	Rehabilitation
7	2012	Brigadoon	Braun Rd	Sturbridge	Sealant
7	2012	Brightwater	Wickersham	Wimbledon	Sealant
7	2012	Chimneyhill	Wendover	Wendover	Sealant
7	2012	Foxboro	Londonderry	Cul-De-Sac	Sealant
7	2012	Kings Cross	Old Tezel Rd	Tezel Rd	Sealant
7	2012	Lockridge	Chimneyhill	Donegal	Sealant
7	2012	Londonderry	Donegal	Foxboro	Sealant
7	2012	New London	Pertshire	Wimbledon	Sealant
7	2012	Pertshire	New London	Sturbridge	Sealant
7	2012	Wendover	Chimneyhill	Donegal	Sealant
7	2012	Wimbledon	Brightwater	New London	Sealant
7	2012	Airflight	Oakfield Way	Misty Way	Sealant
7	2012	Airflight Cir	Airflight	Dead End Or Cul De Sac	Sealant
7	2012	Alisa Brooke	Braun Rd	Dead End Or Cul De Sac	Sealant
7	2012	Benrus	Culebra Rd	Hemphill Dr	Sealant
7	2012	Bluff Bend Dr	Dawnwood Dr	Misty Willow Dr	Sealant
7	2012	Bresnahan	John Barrett Dr	Hetherington	Sealant
7	2012	Bristlecone	Bandera Rd	Thatch	Sealant
7	2012	Camino Real	Rainmaker	Dead End Or Cul De Sac	Sealant
7	2012	Clearbrook	Callaghan Rd	Quiver Dr	Sealant
7	2012	Country Dawn	Prue Rd	Dead End Or Cul De Sac	Sealant
7	2012	Dawnwood Dr	Bluff Bend Dr	Guilbeau Rd	Sealant
7	2012	Dove Cir	Dove Flight	Dead End Or Cul De Sac	Sealant
7	2012	Dove Flight	Dove Nest	Lark Crossing	Sealant
7	2012	Dove Nest	Dove Flight	Dead End Or Cul De Sac	Sealant



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7	2012	Echo Bend Cir	Echo Wind	Dead End Or Cul De Sac	Sealant
7	2012	Echo Willow Dr	Exbourne Dr	Sherri Oaks Dr	Sealant
7	2012	Echo Wind	Oakfield Way	Misty Way	Sealant
7	2012	Exbourne Dr	Echo Willow Dr	Sherri Oaks Dr	Sealant
7	2012	Freeman Dr	Nw 36th St	W Broadview	Sealant
7	2012	Greyrock Dr	Western Park	Callaghan Rd	Sealant
7	2012	Hawk Nest	Hawk Trl	Dead End Or Cul De Sac	Sealant
7	2012	Hawk Trl	Tree Top Dr	Roundhill	Sealant
7	2012	John Adams Dr	St Cloud	Colleen	Sealant
7	2012	Joiner Dr	Kenwick	Evers Rd	Sealant
7	2012	Kirk Ln	Kirk Path	Kirk Pond	Sealant
7	2012	Kirk Path	Kirk Ln	Stonykirk Rd	Sealant
7	2012	Kirk Pond	Kitchener Rd	Kirk Way	Sealant
7	2012	Kirk Way	Kirk Path	Kirk Pond	Sealant
7	2012	Lark Crossing	Tree Top Dr	Dove Flight	Sealant
7	2012	Laven Dr	Marconi Dr	Rubidoux	Sealant
7	2012	Lightning	Deer Horn	Dead End Or Cul De Sac	Sealant
7	2012	Mabry	Senisa Dr	Donaldson Ave	Sealant
7	2012	Marshall Pass	Maverick Pass	Mustang Crk	Sealant
7	2012	Maverick Pass	Marshall Pass	Mary Todd Dr	Sealant
7	2012	Misty Park	Timber Trace & Misty Way	Dead End Or Cul De Sac	Sealant
7	2012	Misty Willow Dr	Dawnwood Dr	Bluff Bend Dr	Sealant
7	2012	Morning Glory	W Mulberry Ave	Donaldson Ave	Sealant
7	2012	Mustang Crk	Marshall Pass	Maverick Pass	Sealant
7	2012	Neulon Dr	W Woodlawn	Dead End Or Cul De Sac	Sealant
7	2012	Notre Dame Dr	Stonegate Dr	Overhill	Sealant
7	2012	Oakfield Way	Grissom Rd	Misty Park	Sealant
7	2012	Pearson	Stardust St	Faith Dr	Sealant
7	2012	Quiver Dr	Moccasin	Warpath Dr	Sealant
7	2012	Restless Wind	Oakfield Way	Misty Way	Sealant
7	2012	Rubidoux	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
7	2012	Sherri Oaks Dr	Dawnwood Dr	Exbourne Dr	Sealant
7	2012	Spear Head	Thunder Dr	Sun Dance	Sealant
7	2012	Stardust St	Ingram Rd	Ebony Dr	Sealant
7	2012	Stiffkey Dr	Canterbury Dr	Dead End Or Cul De Sac	Sealant

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7	2012	Thornclyff Dr	Bluff Bend Dr	Sherri Oaks Dr	Sealant
7	2012	Thunder Dr	Callaghan Rd	Nw Loop 410 Access Rd	Sealant
7	2012	Travois	Tom Tom	Deer Horn	Sealant
7	2012	Tree Top Dr	Dove Flight	Dead End Or Cul De Sac	Sealant
7	2012	Tulane	Cincinnati Ave	Cincinnati Ave	Sealant
7	2012	Valewood Vw	Maverick Pass	Dead End Or Cul De Sac	Sealant
7	2012	Victory Pass Dr	Maverick Pass	Mary Todd Dr	Sealant
7	2012	W Cheryl Dr	W Ligustrum	Nw 36th St	Sealant
7	2012	W Cheryl Dr	Bandera Rd & E Cheryl Dr	W Ligustrum	Sealant
7	2012	W Craig Place	N Calaveras	N Elmendorf	Sealant
7	2012	W Ligustrum	Bandera Rd	Marquette	Sealant
7	2012	W Summit	Morning Glory	St Cloud	Sealant
7	2012	W Sunshine	Bandera Rd & E Sunshine	W Quill Dr	Sealant
7	2012	Western Park	W Commerce St	Greyrock Dr	Sealant
7	2012	White Cloud	Moondance	Dead End Or Cul De Sac	Sealant
7	2012	Wigwam	War Bow	Nw Loop 410 Access Rd	Sealant
7	2012	Zangs Dr	Stemmons	Nw Loop 410 Access Rd	Sealant
7	2013	Amires Place	Hortencia St	NW 38Th St	Rehabilitation
7	2013	Azucena St	Maridel Ave & Hortencia St	NW 38Th St	Rehabilitation
7	2013	Caywood	NW 39Th St	Cul-De-Sac	Rehabilitation
7	2013	Chedder Dr	Babcock Rd	Baywater Dr	Rehabilitation
7	2013	Dannyclay	Yolanda	NW 38th St	Rehabilitation
7	2013	Datewest Cir	Westgrove	Cul-De-Sac	Rehabilitation
7	2013	De Frene	Rue De Bois	De Sapin	Rehabilitation
7	2013	Emory	Bandera Rd	Cincinnati Ave	Rehabilitation
7	2013	Heath Rd	Heath Circle Dr	Sylhet Vw	Rehabilitation
7	2013	Hope Dr	Oakwood Dr	Oakwood Dr	Rehabilitation
7	2013	Manor Dr	W Mistletoe	Huisache Ave	Rehabilitation
7	2013	Old Tezel Rd	Autumn Shadows	Braun	Rehabilitation
7	2013	Pebble Crk	Timberhill Dr	Timber Bend	Rehabilitation
7	2013	Roxbury	NW Loop 410 Access Rd	Wurzbach Rd & Crystal Run	Rehabilitation
7	2013	St Cloud	Bandera Rd	W Woodlawn	Rehabilitation
7	2013	Texas Ave	S Josephine Tobin	Wilson Blvd	Rehabilitation
7	2013	Vollum Ave	N Josephine Tobin & W French Place	W Woodlawn	Rehabilitation
7	2013	Vollum Ave	W Mistletoe	W Woodlawn	Rehabilitation

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7	2013	W Magnolia Ave	Manor Dr & W Mistletoe	Wilson Blvd	Rehabilitation
7	2013	W Mistletoe	N Zarzamora	San Antonio Ave	Rehabilitation
7	2013	W Mulberry Ave	Morning Glory	Manor Dr & W Huisache Ave	Rehabilitation
7	2013	W Woodlawn	Wilson Blvd	St Cloud	Rehabilitation
7	2013	Autumn Breeze	Autumn Waters	Autumn Whisper	Sealant
7	2013	Autumn Skies	Autumn Shadows	Cul-De-Sac	Sealant
7	2013	Autumn Waters	Autumn Breeze	Autumn Shadows	Sealant
7	2013	Autumn Whisper	Autumn Shade	Autumn Shadows	Sealant
7	2013	Bent Willow	Fallen Willow	Cul-De-Sac	Sealant
7	2013	Braun Crk	Old Tezel Rd	Braun Path	Sealant
7	2013	Braun Gate	New Guilbeau Rd	Braun Path	Sealant
7	2013	Braun Knoll	Braun Crk	Braun Willow	Sealant
7	2013	Braun Sq	Braun Path	Braun Knoll	Sealant
7	2013	Braun Willow	Braun Path	Old Tezel Rd	Sealant
7	2013	Breeze Willow	Fallen Willow	Cul-De-Sac	Sealant
7	2013	Ipswich	Old Tezel Rd	Pendragon	Sealant
7	2013	Sound Willow	Fallen Willow	Cul-De-Sac	Sealant
7	2013	Sturbridge	Pertshire	Brigadoon	Sealant
7	2013	Tintagel	Cul-De-Sac	Cul-De-Sac	Sealant
7	2013	Autumn Meadows	Autumn Shadows	Autumn Shade	Sealant
7	2013	Belfair	Marquette	Overhill	Sealant
7	2013	Benrus	Ridge Dr	Faith Dr	Sealant
7	2013	Carlota	Maria Elena	Culebra Rd	Sealant
7	2013	Carlota	Aurora Ave	Carlota	Sealant
7	2013	Cary Grant Dr	Desilu Dr	Dead End	Sealant
7	2013	Coral Spgs	Low Bid Ln & Heath Circle Dr	Mainland	Sealant
7	2013	Dean Martin	Danny Kaye	George Burns	Sealant
7	2013	Early Trail Dr	Freeman Dr	W Quill Dr	Sealant
7	2013	Edie Adams	Desilu Dr	Merkens	Sealant
7	2013	El Centro	Culebra Rd	Dead End Or Cul De Sac	Sealant
7	2013	Errol Flynn	Cary Grant Dr	Dead End Or Cul De Sac	Sealant
7	2013	Florencia	Aurora Ave	Culebra Rd	Sealant
7	2013	Garnet Pt	Windward Trace	Dead End Or Cul De Sac	Sealant
7	2013	George Burns	Cary Grant Dr	John Wayne	Sealant
7	2013	Globe Ave	Nw 36th St	Maiden Ln	Sealant

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7	2013	Gomer Pyle	Danny Kaye	George Burns	Sealant
7	2013	Grass	Freeman Dr	Repose Ln	Sealant
7	2013	Grovehill Dr	Fairburn	Chesterhill	Sealant
7	2013	Havana	Hillcrest Dr	Maiden Ln	Sealant
7	2013	Heath Circle Dr	Heath Rd	Coral Spgs & Low Bid Ln	Sealant
7	2013	Hillcrest Dr	W Woodlawn	Willard Dr & Nw 36th St	Sealant
7	2013	Horn Blvd	Abe Lincoln	Prue Rd & Spring Time Dr	Sealant
7	2013	Ivanhoe	Benrus	Marshwood	Sealant
7	2013	John Wayne	Danny Kaye	George Burns	Sealant
7	2013	Krueger Moore	Guilbeau Rd	Dead End Or Cul De Sac	Sealant
7	2013	Lark	Nw 36th St	Maiden Ln	Sealant
7	2013	Lark	W Broadview	Dead End Or Cul De Sac	Sealant
7	2013	Laven Dr	Culebra Rd	Grovehill Dr	Sealant
7	2013	Limestone Hill	Wilderness Gap	Shadystone Dr & Stonefield Place	Sealant
7	2013	Piper Dr	Repose Ln	Hillcrest Dr	Sealant
7	2013	Quail Wilde	Low Bid Ln	Quail Sun	Sealant
7	2013	Repose Ln	Piper Dr	Early Trail Dr	Sealant
7	2013	Riverdale	Nw 36th St	Hillcrest Dr	Sealant
7	2013	Rosestone Place	Wilderness Gap	Stone Garden	Sealant
7	2013	Rue Burgundy	Danny Kaye	Dead End Or Cul De Sac	Sealant
7	2013	Rue Orleans	Rue Burgundy	Rue Bourbon	Sealant
7	2013	Stone Garden	Limestone Hill	Rosestone Place	Sealant
7	2013	Stonykirk Rd	Hollyhock Rd	Rochelle Rd	Sealant
7	2013	Watkins	Culebra Rd	Pettus St	Sealant
7	2013	Wickersham	Tezel Rd	Old Tezel Rd	Sealant
7	2013	Willard Dr	Bandera Rd	Hillcrest Dr & Nw 36th St	Sealant
7	2013	Windward Trace	Wilderness Gap	Garnet Pt	Sealant
7	2014	Alan Hale Dr	Merkens	Wurzbach Rd	Rehabilitation
7	2014	Belfair	Overhill	W Woodlawn	Rehabilitation
7	2014	Beverly Dr	St Cloud	Manor Rd	Rehabilitation
7	2014	Bexar	Red Bud Dr	Evelyn Dr	Rehabilitation
7	2014	Brickwood	Bristow Bend	Guilbeau Rd	Rehabilitation
7	2014	Creek Trl	Guilbeau Rd	Rocky Path	Rehabilitation
7	2014	Creek Trl	Rocky Path	Crooked Stream	Rehabilitation
7	2014	Crooked Brook	Creek Trl	Cul-De-Sac	Rehabilitation

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7	2014	Crooked Rd	Creek Trl	Rocky Path	Rehabilitation
7	2014	Desilu Dr	Merkens	Wurzbach Rd	Rehabilitation
7	2014	Dove Flight	Lark Crossing	Roundhill	Rehabilitation
7	2014	E Quill Dr	Bandera Rd	Donaldson Ave	Rehabilitation
7	2014	Eckhert Rd	Bandera Rd	Caribou & Snow Flake Dr	Rehabilitation
7	2014	Highview Dr	E Broadview	Lookout Dr	Rehabilitation
7	2014	Hill Rdg	Lark Crossing	Roundhill	Rehabilitation
7	2014	Hillcrest Dr	Bandera Rd	Babcock Rd	Rehabilitation
7	2014	La Cima	Glen Rdg	NW Loop 410 Access Rd	Rehabilitation
7	2014	Lark Rdg	Lark Crossing	Roundhill	Rehabilitation
7	2014	Lazyridge	Crestridge	Dead End	Rehabilitation
7	2014	Mount Royal	New Dawn	Cul-De-Sac	Rehabilitation
7	2014	New Dawn	Richmond Hill	Don Mills	Rehabilitation
7	2014	Overbrook	Altgelt Ave	Balcones Heights Rd	Rehabilitation
7	2014	Pottesgrove	Old Tezel Rd	Cul-De-Sac	Rehabilitation
7	2014	Reindeer Trl	Snow Flake Dr	COSA City Limits	Rehabilitation
7	2014	Roundhill	Misty Park	Dove Flight	Rehabilitation
7	2014	Snow Flake Dr	Caribou & Eckhert Rd	Reindeer Trl	Rehabilitation
7	2014	W Ashby Place	N Elmendorf	N Zarzamora	Rehabilitation
7	2014	W Craig Place	N Zarzamora	N Calaveras	Rehabilitation
7	2014	W Summit	St Cloud	Manor Rd	Rehabilitation
7	2014	Wickersham	Guilbeau Rd	Tezel Rd	Rehabilitation
7	2014	Autumn Shadows	Autumn Storm	Old Tezel Rd	Sealant
7	2014	Braun Path	Cul-De-Sac North	Cul-De-Sac South	Sealant
7	2014	Donegal	Sturbridge	Guilbeau Rd	Sealant
7	2014	Hoke	Wickersham	Cul-De-Sac	Sealant
7	2014	Pendragon	Ipswich	Cul-De-Sac	Sealant
7	2014	Willow Holw	Braun Path	Cul-De-Sac	Sealant
7	2014	Abe Lincoln	Mary Todd Dr	Kitchener Rd	Sealant
7	2014	Accolon Dr	Allegheny Dr	Babcock Rd	Sealant
7	2014	Ambling	Timberhill Dr	Cul-De-Sac	Sealant
7	2014	Ambling	Timberhill Dr	Cul-De-Sac	Sealant
7	2014	Balcones Heights Rd	Danville Dr	Babcock Rd	Sealant
7	2014	Benrus	Penrose	Ingram Rd	Sealant
7	2014	Big Horn Dr	Ingram Rd	Silvertip Dr	Sealant

**City of San Antonio  
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7	2014	Box Elder Hill	Sandbrook Hill	Dead End Or Cul De Sac	Sealant
7	2014	Buxley	Oxbow Dr	Dead End Or Cul De Sac	Sealant
7	2014	Chapultepec	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
7	2014	Club Dr	Fredericksburg Rd & W Hildebrand Ave	Shearer Blvd	Sealant
7	2014	Colleen	Palm Dr	Donaldson Ave	Sealant
7	2014	Colleen	Donaldson Ave	Shadwell	Sealant
7	2014	Crooked Path	Guilbeau Rd	Creek Trl	Sealant
7	2014	Drayton Hts	Queen Hts	Dead End Or Cul De Sac	Sealant
7	2014	Ebony Dr	Oakwood Dr	Dead End Or Cul De Sac	Sealant
7	2014	Falcon	Ebony Dr	Oakwood Dr	Sealant
7	2014	Falcon	Ebony Dr	Ebony Dr	Sealant
7	2014	Fred Ross	Ebony Dr	Dead End Or Cul De Sac	Sealant
7	2014	Goodwick Hts	Drayton Hts	Hetton Hts	Sealant
7	2014	Havana	Maiden Ln	Roanoke Ave	Sealant
7	2014	Hetton Hts	Drayton Hts	Goodwick Hts	Sealant
7	2014	Irola Ave	Roanoke Ave	Dead End Or Cul De Sac	Sealant
7	2014	Maiden Ln	Overhill	Havana	Sealant
7	2014	Maiden Ln	Culebra Rd	Riverdale	Sealant
7	2014	Majestic Dr	Silvertip Dr	Oak Knoll Dr	Sealant
7	2014	Majestic Dr	Ingram Rd	Silvertip Dr	Sealant
7	2014	Maribelle	Muscatine	Silvertip Dr	Sealant
7	2014	Murphy Hts	Drayton Hts	London Hts	Sealant
7	2014	Muscatine	Royalton Dr	Majestic Dr	Sealant
7	2014	N General McMullen	Culebra Rd	Tulane	Sealant
7	2014	Null Hts	Curry Hts	London Hts	Sealant
7	2014	Oakhill Rd	Pow Wow Dr	War Hawk Dr	Sealant
7	2014	Oxbow Dr	Big Horn Dr	Majestic Dr	Sealant
7	2014	Pembroke	Pemwillow	Pembroke Ln	Sealant
7	2014	Regis Hts	Drayton Hts	Warley Hts	Sealant
7	2014	Royalton Dr	Muscatine	Silvertip Dr	Sealant
7	2014	S Horseshoe Bend	W Horseshoe Bend	Dead End Or Cul De Sac	Sealant
7	2014	Sandbrook Hill	Sycamore Brook	Silverbrook Place	Sealant
7	2014	Selby Hts	Drayton Hts	Warley Hts	Sealant
7	2014	Shady Oak	Lazyridge	Callaghan Rd	Sealant
7	2014	Silent Cloud	Silent Stream	Oak Island Dr	Sealant

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7	2014	Silver Park	Silver Pond	Summerbrook	Sealant
7	2014	Silver Pond	Silverbrook Place & Sycamore Brook	Silver Park	Sealant
7	2014	Silverbrook Place	Silver Crown	Sandbrook Hill	Sealant
7	2014	Silvertip Dr	Majestic Dr	Dead End Or Cul De Sac	Sealant
7	2014	Skye Hts	Drayton Hts	Dead End Or Cul De Sac	Sealant
7	2014	Summerbrook	Silver Park	Silver Crown	Sealant
7	2014	Sycamore Brook	Sandbrook Hill	Silverbrook Place & Silver Pond	Sealant
7	2014	Tillman	Sutton	E Sunshine	Sealant
7	2014	W Hildebrand Ave	West Ave	Fredericksburg Rd & Club Dr	Sealant
7	2014	W Horseshoe Bend	S Horseshoe Bend	Oak Knoll Dr	Sealant
7	2014	War Knife	Oakhill Rd	Dead End Or Cul De Sac	Sealant
7	2014	Warley Hts	Selby Hts	Regis Hts	Sealant
7	2014	Willowbrook Dr	Hillcrest Dr	E Broadview & Horizon Dr	Sealant
7	2014	Winding Elm Place	Sandbrook Hill	Silverbrook Place	Sealant
7	2014	Wurzbach Rd	Cairo	Newcome Dr	Sealant
7	2014	Wurzbach Rd	Wurzbach Rd	Desilu Dr	Sealant
7	2014	Wurzbach Rd	Alan Hale Dr	Merkens	Sealant
7	2015	Alexander Hamilton	Zachry Dr	Sutton	Rehabilitation
7	2015	Cairo	Wurzbach Rd	Madeleine	Rehabilitation
7	2015	Donaldson Ave	E Quill Dr	Wild Cherry	Rehabilitation
7	2015	E Broadview	Bandera Rd	Willowbrook Dr & Horizon Dr	Rehabilitation
7	2015	Goodrich Ave	Culebra Rd	Waverly	Rehabilitation
7	2015	Hillcrest Dr	W Woodlawn	Culebra Rd	Rehabilitation
7	2015	Inspiration Dr	E Broadview	Callaghan Rd	Rehabilitation
7	2015	Lost Ln	Grissom Rd	Dead End	Rehabilitation
7	2015	Low Bid Ln	Clyde Dent Dr	Coral Spgs & Heath Circle Dr	Rehabilitation
7	2015	Oaklawn	Fredericksburg Rd	Pin Oak Dr	Rehabilitation
7	2015	Overhill	Maiden Ln	W Broadview	Rehabilitation
7	2015	Pertshire	New London	Cheswick	Rehabilitation
7	2015	Purdue	Cincinnati Ave	Wake Forrest	Rehabilitation
7	2015	Rocky Path	Crooked Rd	Creek Trl	Rehabilitation
7	2015	San Marino	Mainland	Sand Pebble	Rehabilitation
7	2015	W Magnolia Ave	San Antonio Ave	N Zarzamora	Rehabilitation
7	2015	Knighthood	Braun	Lavenham	Sealant
7	2015	Old Tezel Rd	Autumn Shadows	Guilbeau Rd	Sealant

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7	2015	Queen Hts	Tezel Rd	Drayton Hts	Sealant
7	2015	Abe Lincoln	Pemview & Country View Ln	Pembroke	Sealant
7	2015	Babcock Rd	Danville Dr	Babcock Rd	Sealant
7	2015	Bakersfield	Noriega St	Dead End Or Cul De Sac	Sealant
7	2015	Benrus	Faith Dr	Bandera Rd & Evers Rd	Sealant
7	2015	Camino Santa Maria	Culebra Rd	W Woodlawn	Sealant
7	2015	Culebra Rd	Yolanda	Pettus St	Sealant
7	2015	Culebra Rd	Alicia	Canterbury Dr	Sealant
7	2015	Eagle Rdg	Wapiti Trl	Silvertip Dr	Sealant
7	2015	Evers Rd	Oakway	Callaghan Rd	Sealant
7	2015	Fairburn	Grovehill Dr	Ivanhoe	Sealant
7	2015	Fig	Carlota	Carlota	Sealant
7	2015	Guilbeau Rd	Old Tezel Rd	Tezel Rd	Sealant
7	2015	Hemphill Dr	Benrus	Darwin	Sealant
7	2015	High Basin	White Tail	Big Horn Dr	Sealant
7	2015	Lakeridge	Fawnridge Dr	Fredericksburg Rd	Sealant
7	2015	London Hts	Queen Hts	Null Hts	Sealant
7	2015	Nw 36th St	Culebra Rd & Admiral Dr	W Woodlawn	Sealant
7	2015	Shadystone Dr	Wilderness Gap	Limestone Hill & Stonefield Place	Sealant
7	2015	Stonefield Place	Wilderness Gap	Stonecroft	Sealant
7	2015	Stonewind Place	Shadystone Dr	Dead End Or Cul De Sac	Sealant
7	2015	Timberhill Dr	Pebble Crk	Granite Crk	Sealant
7	2015	Timberhill Dr	Marble Crk	Still Brook	Sealant
7	2015	Timberhill Dr	Pipe Spring Dr	Foxwood	Sealant
7	2015	W Woodlawn	St Cloud	Bandera Rd	Sealant
7	2015	Wapiti Trl	White Tail	Big Horn Dr	Sealant
7	2015	White Tail	Ingram Rd	High Basin	Sealant
7	2015	Wilderness Gap	Windward Trace	Shadystone Dr	Sealant
7	2015	Windstone Crk	Limestone Hill	Stonefield Place	Sealant
7	2016	Baird Ave	Maiden Ln	Dead End	Rehabilitation
7	2016	Cincinnati Ave	Bandera Rd	Camino Santa Maria	Rehabilitation
7	2016	Clear Water	Cul-De-Sac	Timberhill Dr	Rehabilitation
7	2016	Emory	W Mistletoe	W Woodlawn	Rehabilitation
7	2016	Germania St	W Mistletoe	W Woodlawn	Rehabilitation
7	2016	Hickory St	W Mistletoe	W Woodlawn	Rehabilitation



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7	2016	Marquette	Camino Santa Maria	Nw 36th St	Rehabilitation
7	2016	W Huisache Ave	Wilson Blvd	N Zarzamora	Rehabilitation
7	2016	W Mistletoe	St Cloud	Wilson Blvd	Rehabilitation
7	2016	W Quill Dr	Bandera Rd	Benrus	Rehabilitation
7	2016	W Summit	Kampmann Blvd	N Zarzamora	Rehabilitation
7	2016	Abbot Hts	London Hts	Curry Hts	Sealant
7	2016	Bigbury	Tezel Rd	Cul-De-Sac	Sealant
7	2016	Colchester	Tezel Rd	Cul-De-Sac	Sealant
7	2016	Croy Hts	Wrexham Hts	Cul-De-Sac	Sealant
7	2016	Grimesland	Tezel Rd	Cul-De-Sac	Sealant
7	2016	Havelock	Beowulf	Cul-De-Sac	Sealant
7	2016	Heathcliff	Tezel Rd	Cul-De-Sac	Sealant
7	2016	Horse Heath	Tezel Rd	Cul-De-Sac	Sealant
7	2016	Locksley	Wickersham	Chivalry	Sealant
7	2016	Norham Hts	Wrexham Hts	Cul-De-Sac	Sealant
7	2016	Rugby Hts	Seaton Hts	London Hts	Sealant
7	2016	Seaton Hts	Queens Hts	Rugby Hts	Sealant
7	2016	St Ives	Tezel rtd	Cul-De-Sac	Sealant
7	2016	Tourney	Locksley	Dragon	Sealant
7	2016	Woburn	Tezel Rd	Cul-De-Sac	Sealant
7	2016	Wuthering Hts	Cul-De-Sac	Cul-De-Sac	Sealant
7	2016	Dall Trl	Wapiti Trl	Silvertip Dr	Sealant
7	2016	Evelyn Dr	Donaldson Ave & Lowery	E Sunshine	Sealant
7	2016	Fallworth	Honiley	Cul-De-Sac South	Sealant
7	2016	Goldstone Dr	Shadystone Dr	Wildstone Place	Sealant
7	2016	Lasater	Honiley	Cul-De-Sac South	Sealant
7	2016	St Cloud	W Huisache Ave	Babcock Rd & Raleigh Place	Sealant
7	2016	Stone Edge Place	Stonecreek Place	Dead End Or Cul De Sac	Sealant
7	2016	Stonecreek Place	Shadystone Dr	Dead End Or Cul De Sac	Sealant
7	2016	Wildstone Place	Goldstone Dr	Stonecreek Place	Sealant
8	2012	Babcock Rd	Hamilton Wolfe	Medical Dr	Rehabilitation
8	2012	Bacon Rd	N Loop 1604 W Access Rd	Dead End	Rehabilitation
8	2012	Camino Villa	Bandera Rd & Old Prue Rd	Oakwood Garden	Rehabilitation
8	2012	Capital Port Dr	Tradesman Dr	Dead End	Rehabilitation
8	2012	Danny Kaye	Oakdell Way	Rue Bourbon	Rehabilitation

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8	2012	Hawk Spgs	Cimarron Path	Mountain Air	Rehabilitation
8	2012	Huebner Rd	Floyd Curl	Golden Quail	Rehabilitation
8	2012	Hunters Sound	Hunters Spg	Hunters Meadow	Rehabilitation
8	2012	Maple Park Dr	Cedar Park	Hunters Land	Rehabilitation
8	2012	Mayhill Dr	Cimarron Path	Rocky Point Dr	Rehabilitation
8	2012	Mountain Air	Cimarron Path	De Zavala Rd	Rehabilitation
8	2012	Old Prue Rd	Prue Rd & Rocky Trl	Avalon Woods	Rehabilitation
8	2012	Rocky Point Dr	Cul-De-Sac	Spectrum Dr	Rehabilitation
8	2012	USAA Blvd	Fredericksburg Rd	Huebner Rd	Rehabilitation
8	2012	W Hausman Rd	Woller Rd	N Loop 1604 W Access Rd	Rehabilitation
8	2012	W Hausman Rd	Woller Rd	300 Ft East of Huntsman Rd	Rehabilitation
8	2012	Charter Crest	Mossbank Ln	Nantucket	Sealant
8	2012	Charter Rdg	Nantucket	Cul-De-Sac	Sealant
8	2012	Charter Rock	Charter Valley	Charter Trl	Sealant
8	2012	Charter Valley	Nantucket	Charter Rock	Sealant
8	2012	Mossbank Ln	Quakertown	Charter Crest	Sealant
8	2012	Nantucket	Mossbank Ln	Vance Jackson	Sealant
8	2012	Oneida	Oakbank	Shadowlawn	Sealant
8	2012	Quakertown	Mossbank Ln	Vance Jackson	Sealant
8	2012	Shadowlawn	Oneida	Nantucket	Sealant
8	2012	Big Meadows Ln	Vance Jackson	Stockbridge Ln	Sealant
8	2012	Braidwood	Bloomwood & Gravetree	Dead End Or Cul De Sac	Sealant
8	2012	Casa Bella St	Ih 10 W Access Rd	Dead End Or Cul De Sac	Sealant
8	2012	Chambers	Fredericksburg Rd	Tupelo Ln	Sealant
8	2012	Chateau Forest	Park Manor & Timber Forest	Dead End Or Cul De Sac	Sealant
8	2012	Cinnamon Crk	Hamilton Wolfe & Ewing Halsell	Fredericksburg Rd	Sealant
8	2012	Club Oaks	Gallery Vw	Dead End Or Cul De Sac	Sealant
8	2012	Dawn Haven	Spring Time Dr	Sunset Haven Dr	Sealant
8	2012	Dorothy Louise Dr	W Beverly Mae Dr	Babcock Rd	Sealant
8	2012	Echo Canyon	Holmoaks	Dead End Or Cul De Sac	Sealant
8	2012	Eckhert Rd	Babcock Rd	Huebner Rd	Sealant
8	2012	Ewing Halsell	Louis Pasteur	Hamilton Wolfe & Cinnamon Crk	Sealant
8	2012	Feather Trl	Eagle Peak	Redwood Bend	Sealant
8	2012	Gallant Forest	Spring Time Dr	Dead End Or Cul De Sac	Sealant
8	2012	Gallery Vw	Club Oaks	Spring Time Dr	Sealant

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8	2012	Hunters Breeze	Hunters Trl	Hunters Pier	Sealant
8	2012	Hunters Lark	Hunters Trl	Hunters Pier	Sealant
8	2012	Hunters Pier	Hunters Breeze	Hunters Lark	Sealant
8	2012	Hunters Trl	N Hunters Cir	Huebner Rd	Sealant
8	2012	John Rolfe	William Penn	Newrock	Sealant
8	2012	Kings Forest	Orsinger Ln	Park Gate	Sealant
8	2012	Lendell Dr	Lake Breeze Dr	Ridge Oak Pkwy	Sealant
8	2012	Litchfield	Stonehaven Dr	Powhatan	Sealant
8	2012	Lockhill Rd	Southwell Rd	Babcock Rd & Pembroke	Sealant
8	2012	Merton Minter	Babcock Rd	Wurzbach Rd	Sealant
8	2012	N Verde Dr	Belga Dr	Bandera Rd	Sealant
8	2012	Oakdell Way	Danny Kaye	Eckhart Rd	Sealant
8	2012	Park Gate	Kings Forest	Pathfinder	Sealant
8	2012	Park Manor	Chateau Forest & Timber Forest	Park Corner	Sealant
8	2012	Parkdale	Ih 10 W Access Rd	Datapoint	Sealant
8	2012	Prince George	Powhatan	Dead End Or Cul De Sac	Sealant
8	2012	Silver Radiance	Park Gate	Dead End Or Cul De Sac	Sealant
8	2012	Spotswood	Clifton Forge Dr	Dead End Or Cul De Sac	Sealant
8	2012	Spring Crest Dr	Spring Terrace	Spring Leaf	Sealant
8	2012	Spring Leaf	Spring Rain Dr	Spring Crest Dr	Sealant
8	2012	Spring Rain Dr	Spring Terrace	Sunshine Tree Dr	Sealant
8	2012	Spring Terrace	Spring Rain Dr	Spring Crest Dr	Sealant
8	2012	Stonehaven Dr	Litchfield	Tioga	Sealant
8	2012	Von Scheele Dr	Wurzbach Rd	Medical Dr	Sealant
8	2013	Autumn Park	Cedar Park	Malapai Park	Rehabilitation
8	2013	Bear Trl	Desert Trl	Cul-De-Sac	Rehabilitation
8	2013	Castle George	Hunters Bow	Castle Crest	Rehabilitation
8	2013	Cozy Trl	Desert Trl	Cul-De-Sac	Rehabilitation
8	2013	Edge Point Dr	Domal Ln & Emerald Mist	Emerald Mist	Rehabilitation
8	2013	Elk Park	Autumn Park	Moonlit Park	Rehabilitation
8	2013	Goshen Pass	Clifton Forge Dr	Stockbridge Ln	Rehabilitation
8	2013	Greentree	Litchfield	Northampton	Rehabilitation
8	2013	Hamilton Wolfe	Floyd Curl	Fredericksburg Rd	Rehabilitation
8	2013	High Ridge Cir	Callaghan Rd	Cul-De-Sac	Rehabilitation
8	2013	Hunters Bend	Hunters Brook	Queens Forest	Rehabilitation

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8	2013	Huntwick	Stonehaven Dr	Broadripple	Rehabilitation
8	2013	Indian Crk	Fallen Leaf	Cul-De-Sac	Rehabilitation
8	2013	King Edward	King Henry	Dead End	Rehabilitation
8	2013	Little Ln	Callaghan Rd	Rock Rd	Rehabilitation
8	2013	Mancero Park Dr	Edge Point Dr	Cul-De-Sac South	Rehabilitation
8	2013	Mandell	Tally Gate	Cul-De-Sac	Rehabilitation
8	2013	Masset Way	Gailer	Cailleau Place	Rehabilitation
8	2013	Meadowhome	Big Meadows Ln	Cul-De-Sac	Rehabilitation
8	2013	Midhorizon Dr	IH 10 W Access Rd	Cul-De-Sac	Rehabilitation
8	2013	Oak Holw	Windy Oaks	Dead End	Rehabilitation
8	2013	Old Manse	Spotswood	Cul-De-Sac	Rehabilitation
8	2013	Pecan Trl	Autumn Vista	Cul-De-Sac	Rehabilitation
8	2013	Red Hill Place	Bainbridge	Cul-De-Sac	Rehabilitation
8	2013	Rock Rd	Cul-De-Sac	Cul-De-Sac	Rehabilitation
8	2013	Spring Garden Dr	Spring Time Dr	Spring Trl	Rehabilitation
8	2013	Sugar Berry Woods	Rocky Pine Woods	Dead End Or Cul De Sac	Rehabilitation
8	2013	Tally Gate	Dashwood	Bay Berry	Rehabilitation
8	2013	Wandering Trl	Desert Trl	Amble Trl	Rehabilitation
8	2013	Willow Oak	Lake Breeze Dr	Dead End	Rehabilitation
8	2013	Windgap	Tioga	Bull Run	Rehabilitation
8	2013	Woodridge Cv	Sunset Crest	Woodridge Blf	Rehabilitation
8	2013	Wurzbach Rd	Fredericksburg Rd	IH 10 W Access Rd	Rehabilitation
8	2013	Billington	Vernlyn	Kings Grant	Sealant
8	2013	Charter Grove	Nantucket	Cul-De-Sac	Sealant
8	2013	Charter Trl	Nantucket	Charter Rock	Sealant
8	2013	Clearfield	Oakbank	Vance Jackson	Sealant
8	2013	Colony Dr	Mossbank Ln	Vance Jackson	Sealant
8	2013	Kings Grant	Landshire	Vance Jackson	Sealant
8	2013	Lancashire	Vernlyn	Kings Grant	Sealant
8	2013	Oakbank	Oneida	Clearfield	Sealant
8	2013	Pawtucket	Vernlyn	Kings Grant	Sealant
8	2013	Plantation	Vernlyn	Kings Grant	Sealant
8	2013	Apple Green Rd	Crab Orchard	Huebner Rd	Sealant
8	2013	Barrel Oak	Cluster Oak	Dead End Or Cul De Sac	Sealant
8	2013	Bee Cave	Cluster Oak	Dead End Or Cul De Sac	Sealant

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8	2013	Blue Smoke	Hunters Green	Dead End Or Cul De Sac	Sealant
8	2013	Bluemist Mountain	Purple Sage Rd	White Fawn Dr	Sealant
8	2013	Briston Park Dr	Autumn Park	Falcon Oak Dr	Sealant
8	2013	Castle Grove	George Rd & Wycliff Rise	Shady Rock	Sealant
8	2013	Cedar Canyon	Blenhein Rdg	Dead End Or Cul De Sac	Sealant
8	2013	Cluster Oak	Barrel Oak	Bee Cave	Sealant
8	2013	Country Villa	Cedar Mill	Dead End Or Cul De Sac	Sealant
8	2013	Forest Walk	Wilderness Hill	George Rd	Sealant
8	2013	Green Range	Leatherwood	Vantage Hill	Sealant
8	2013	Hopeton	Tiffany Dr	Dead End Or Cul De Sac	Sealant
8	2013	Hunters Brook	Hunters Trl	Dead End Or Cul De Sac	Sealant
8	2013	Hunters Green	Vantage Hill & Oak Sprawl	Nw Military Hwy	Sealant
8	2013	Hunters Mount	Hunters Land	Cul-De-Sac	Sealant
8	2013	Hunters Pier	Hunters Lark	Hunters Vw	Sealant
8	2013	Hunters Rock	Hunters Vw	Huebner Rd	Sealant
8	2013	Hunters Star	Hunters Hawk	Dead End Or Cul De Sac	Sealant
8	2013	Hunters Vw	Hunters Trl	Hunters Pier	Sealant
8	2013	Indian Ridge Cir	Indian Ridge Dr	Dead End Or Cul De Sac	Sealant
8	2013	Indian Ridge Dr	Peppermill Run	Hunters Green	Sealant
8	2013	Indian Ridge Dr	Hunters Green	Dead End Or Cul De Sac	Sealant
8	2013	Kings Meadow	Oak Sprawl	Vantage Hill	Sealant
8	2013	Knights Wood	High Chapel	Dead End Or Cul De Sac	Sealant
8	2013	Louis Pasteur	Babcock Rd	Fredericksburg Rd	Sealant
8	2013	Meadow Thrush	Vantage Hill	Moss Farm	Sealant
8	2013	Medical Dr	Ih 10 W Access Rd	Fredericksburg Rd	Sealant
8	2013	Moss Farm	Vantage Hill	Meadow Thrush	Sealant
8	2013	Oak Falls	Vantage Hill	Moss Farm	Sealant
8	2013	Oak Sprawl	Kings Meadow	Woodstream	Sealant
8	2013	Oak Stead	Hunters Green	Dead End Or Cul De Sac	Sealant
8	2013	Peppermill Run	Woodstream	Dead End Or Cul De Sac	Sealant
8	2013	Purple Sage Rd	Green Glen Dr	Hummingbird Hill	Sealant
8	2013	Queens Forest	Lockhill-selma Rd	Hunters Trl	Sealant
8	2013	Sage Trl	Forest Rock Dr	Dead End Or Cul De Sac	Sealant
8	2013	Shady Walk	Wilderness Hill	George Rd	Sealant
8	2013	Short Rdg	Vantage Hill	Dead End Or Cul De Sac	Sealant

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8	2013	Sky Cliff	Vantage Hill	Moss Farm	Sealant
8	2013	Spring Drops	Spring Rain Dr	Spring Crest Dr	Sealant
8	2013	Spring Flower	Spring Rain Dr	Spring Crest Dr	Sealant
8	2013	Spring Forest Dr	Spring Rain Dr	Spring Crest Dr	Sealant
8	2013	Spring Grove Dr	Spring Rain Dr	Spring Crest Dr	Sealant
8	2013	Spring Morning Dr	Spring Rain Dr	Spring Crest Dr	Sealant
8	2013	Spring Point Dr	Spring Crest Dr	Dead End Or Cul De Sac	Sealant
8	2013	Vantage Hill	Meadow Cir	Hunters Green & Oak Sprawl	Sealant
8	2013	Vantage Hill	Nw Military Hwy	Meadow Cir	Sealant
8	2013	Wilderness Hill	Shady Walk	Dead End Or Cul De Sac	Sealant
8	2013	Wilderness Pt	George Rd	Wilderness Wood	Sealant
8	2013	Wilderness Wood	Wilderness Pt	Pebble Oak Dr	Sealant
8	2013	Woodlark	Meadow Cir	Dead End Or Cul De Sac	Sealant
8	2013	Woodstream	Peppermill Run	Oak Sprawl	Sealant
8	2014	Almond Park	Candle Park	Moonlit Park	Rehabilitation
8	2014	Bellaire Pt	Woodridge Blf	Bellaire Pt	Rehabilitation
8	2014	Candle Park	Cascade Oak Dr	Moonlit Park	Rehabilitation
8	2014	Cougar Pass Dr	Indian Meadows Dr	Daylight Rdg	Rehabilitation
8	2014	De Zavala Rd	Lockhill-Selma Rd	RR Tracks	Rehabilitation
8	2014	De Zavala Rd	Cogburn	IH 10 W Access Rd	Rehabilitation
8	2014	Green Glen Dr	Babcock Rd	Cul-De-Sac	Rehabilitation
8	2014	Hollyhock Rd	Southwell Rd	Babcock Rd	Rehabilitation
8	2014	Indian Woods	De Zavala Rd	Parksite Woods	Rehabilitation
8	2014	Parksite Woods	Meredith Woods	Indian Woods	Rehabilitation
8	2014	Point Comanche	Tejas Trail East	Tejas Trail West & Carrie Louise St	Rehabilitation
8	2014	Shady Lane Dr	Camp Bullis Rd	Cedar Ln	Rehabilitation
8	2014	Spectrum One	IH 10 W Access Rd	Spectrum One	Rehabilitation
8	2014	Valley Green Rd	Huebner Rd	Fawn Meadow	Rehabilitation
8	2014	Woodridge Blf	Heather Vw	Prue Rd & Oakland Rd	Rehabilitation
8	2014	Woodridge Forest	Woodridge Hill	Woodridge Hill	Rehabilitation
8	2014	Woodridge Hill	Woodridge Blf	Woodridge Forest	Rehabilitation
8	2014	Woodridge Park	Woodridge Rock	Woodridge Rock	Rehabilitation
8	2014	Woodridge Rock	Woodridge Forest	Woodridge Hill	Rehabilitation
8	2014	Honey Crk	Squaw Crk	Cul-De-Sac	Sealant
8	2014	Sinsonte	Vance Jackson	Stonehaven Dr	Sealant

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8	2014	Spring Mont Dr	Spring Haven	Spring Garden Dr	Sealant
8	2014	Swandale Dr	Rustlers Crk	Stonehaven Dr	Sealant
8	2014	Autumn Vista	Spring Time Dr	De Zavala Rd	Sealant
8	2014	Beacon Park Dr	Corian Park	Dead End Or Cul De Sac	Sealant
8	2014	Beartrap Ln	Huntsman Rd	Dead End Or Cul De Sac	Sealant
8	2014	Buckhaven	Bingham Dr	Broadripple	Sealant
8	2014	Capeswood	Lyingrove	Cloverwood	Sealant
8	2014	Cavern Park Dr	Corian Park	Dead End Or Cul De Sac	Sealant
8	2014	Chainfire Cir	Lost Lake	Dead End Or Cul De Sac	Sealant
8	2014	Chimney Oak Dr	Corian Park	Dead End Or Cul De Sac	Sealant
8	2014	Cloverwood	Autumn Vista	Capeswood	Sealant
8	2014	Corian Park	Maple Park Dr	Woller Rd	Sealant
8	2014	Decoy Cv	Huntsman Rd	Dead End Or Cul De Sac	Sealant
8	2014	Deer Falls	Beartrap Ln	Dead End Or Cul De Sac	Sealant
8	2014	Flintwood Cir	Lost Lake	Dead End Or Cul De Sac	Sealant
8	2014	Fringetree Woods	Golden Woods	Rocky Pine Woods	Sealant
8	2014	Glaze	Babcock Rd	Glidden Dr	Sealant
8	2014	Glidden Dr	Glenney	W Hausman Rd	Sealant
8	2014	Golden Woods	Fringetree Woods	Shavano Woods	Sealant
8	2014	High Mountain Rd	White Fawn Dr	Doe Ln	Sealant
8	2014	Hummingbird Hill	White Fawn Dr	Dead End Or Cul De Sac	Sealant
8	2014	Hummingbird Hill	White Fawn Dr	Dead End Or Cul De Sac	Sealant
8	2014	Hunters Lake	Maple Park Dr	Dead End Or Cul De Sac	Sealant
8	2014	Hunters Moon	Hunters Land	Hunters Raven	Sealant
8	2014	Hunters Raven	Maple Park Dr	Hunters Moon	Sealant
8	2014	Huntwood Cir	Lost Lake	Dead End Or Cul De Sac	Sealant
8	2014	Lost Lake	Red Deer Pass	Beartrap Ln	Sealant
8	2014	Lyingrove	Autumn Vista	Capeswood	Sealant
8	2014	Maple Park Dr	Hunters Land	Bluestone	Sealant
8	2014	Mapletree	Lyingrove	Dead End Or Cul De Sac	Sealant
8	2014	Market Hill	N Loop 1604 W Access Rd	Seco Crk	Sealant
8	2014	Matchlock Cir	Lost Lake	Dead End Or Cul De Sac	Sealant
8	2014	Merkens	Newcome Dr	Wurzbach Rd	Sealant
8	2014	Midnight Woods	Golden Woods	Dead End Or Cul De Sac	Sealant
8	2014	Oak Grove Dr	Wild Eagle Rd	Dead End Or Cul De Sac	Sealant

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8	2014	Oak Grove Dr	Green Glen Dr	Wild Eagle Rd	Sealant
8	2014	Ocean Glade	Hunters Land	Corian Park	Sealant
8	2014	Paradise Woods	Rocky Pine Woods	Dead End Or Cul De Sac	Sealant
8	2014	Purple Sage Rd	Hummingbird Hill	Dead End Or Cul De Sac	Sealant
8	2014	Red Deer Pass	Lost Lake	Huntsman Rd	Sealant
8	2014	Riverside Park Dr	Huntsman Rd	Dead End Or Cul De Sac	Sealant
8	2014	Rocky Pine Woods	Fringetree Woods	Dead End Or Cul De Sac	Sealant
8	2014	Rowland Park Dr	Huntsman Rd	Dead End Or Cul De Sac	Sealant
8	2014	Rustling Brook	Huntsman Rd	Dead End Or Cul De Sac	Sealant
8	2014	Rustling Glen	Rustling Brook	Dead End Or Cul De Sac	Sealant
8	2014	Shady Hollow Ln	Babcock Rd	White Fawn Dr	Sealant
8	2014	Shavano Woods	Parksite Woods	Rocky Pine Woods	Sealant
8	2014	Stable Briar	Stable Ridge Dr	Stable Wood	Sealant
8	2014	Stable Brook Dr	Stable Pass	Dead End Or Cul De Sac	Sealant
8	2014	Stable Crk	Stable Wood	Dead End Or Cul De Sac	Sealant
8	2014	Stable Downs	Stable Forest	Dead End Or Cul De Sac	Sealant
8	2014	Stable Farm	Stable Pass	Dead End Or Cul De Sac	Sealant
8	2014	Stable Forest	Stable Downs	Stable Point Dr	Sealant
8	2014	Stable Fork Dr	Stable Trail Dr	Dead End Or Cul De Sac	Sealant
8	2014	Stable Knoll Dr	Stable Trail Dr	Dead End Or Cul De Sac	Sealant
8	2014	Stable Oak	Stable Downs	De Zavala Rd & Bristlewood	Sealant
8	2014	Stable Pass	Stable Trail Dr	Stable Brook Dr	Sealant
8	2014	Stable Point Dr	Stable Forest	Stable Wood	Sealant
8	2014	Stable Pond Dr	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
8	2014	Stable Ridge Dr	Stable Briar	Dead End Or Cul De Sac	Sealant
8	2014	Stable Road Dr	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
8	2014	Stable Square Dr	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
8	2014	Stable Trail Dr	Stable Knoll Dr	De Zavala Rd	Sealant
8	2014	Stable Wood	Stable Briar	Stable Point Dr	Sealant
8	2014	Sunset Haven Dr	Autumn Vista	Babcock Rd	Sealant
8	2014	Tex Woods	Golden Woods	Dead End Or Cul De Sac	Sealant
8	2014	Wild Eagle Rd	Babcock Rd	White Fawn Dr	Sealant
8	2014	Wild Eagle Rd	Wild Eagle Rd	Red Robin Rd	Sealant
8	2014	Windbrooke Dr	Autumn Vista	Dead End Or Cul De Sac	Sealant
8	2014	Woodmoor Dr	Autumn Vista	Dead End Or Cul De Sac	Sealant



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8	2015	Babcock Rd	De Zavala Rd & Sunset Haven Dr	Prue Rd	Rehabilitation
8	2015	Calderwood	Bloomwood	Broadwood	Rehabilitation
8	2015	Camino Bandera	Bandera Rd	Tranquil Park Dr	Rehabilitation
8	2015	Carrie Louise St	Camp Bullis Rd	Tejas Trail West	Rehabilitation
8	2015	Cimarron Path	De Zavala Rd	Spectrum Dr	Rehabilitation
8	2015	Console	Bluemel	IH 10 W Access Rd	Rehabilitation
8	2015	Fawn Meadow	Floyd Curl	Valley Green & Fawn Meadow Cir	Rehabilitation
8	2015	Hidden Meadow	Callaghan Rd	Rock Creek Run	Rehabilitation
8	2015	Idabel Park Dr	Autumn Park	Cul-De-Sac	Rehabilitation
8	2015	Kenton Trace	Kenton Ct	Kenton Ash	Rehabilitation
8	2015	La Cantera Pkwy	N Loop 1604 W Access Rd	Entrance to Shops at La Cantera	Rehabilitation
8	2015	Little Wren Ln	Green Glen Dr	Shady Hollow Ln	Rehabilitation
8	2015	Medical Dr	Babcock Rd	Wurzbach Rd	Rehabilitation
8	2015	Powhatan	Stevenwood Ln	Tioga	Rehabilitation
8	2015	Sandpiper Park Dr	Cedar Park	Redlands Park Dr	Rehabilitation
8	2015	Spring Manor Dr	Spring Time Dr	Spring Trl	Rehabilitation
8	2015	Spring Time Dr	Babcock Rd	Prue Rd	Rehabilitation
8	2015	Spring Trl	Dead End (North)	Dead End (South)	Rehabilitation
8	2015	Stevenwood Ln	Stonehaven Dr	Whitewing Ln & Ladon	Rehabilitation
8	2015	Valero Way	N Loop 1604 W Access Rd	Utsa Blvd	Rehabilitation
8	2015	Verbena Rd	Oakland Rd	Southwell Rd	Rehabilitation
8	2015	Spring Forest Dr	Spring Time Dr	Spring Mont Dr	Sealant
8	2015	Spring Garden Dr	Spring Time Dr	Dead End	Sealant
8	2015	Spring Hollow Dr	Spring Time Dr	Spring Mont Dr	Sealant
8	2015	Spring Rose Dr	Spring Time Dr	Dead End	Sealant
8	2015	Beaver Tree	Bluestone	Woller Rd	Sealant
8	2015	Bluestone	Maple Park Dr	Scenic Glade	Sealant
8	2015	Burlwood	Winding Wood	Dead End Or Cul De Sac	Sealant
8	2015	Calmon Park	Autumn Park	Cul-De-Sac	Sealant
8	2015	Creek Pt	Huebner Rd	Huebner Rd	Sealant
8	2015	Datapoint	Wurzbach Rd	Fredericksburg Rd	Sealant
8	2015	Echo Glade	Bluestone	Greenstone	Sealant
8	2015	George Rd	NW Military Hwy	Cedar Canyon	Sealant
8	2015	Greenstone	Tantivity	Scenic Glade	Sealant
8	2015	Grey Fox Terrace	Green Glen Dr	Cotton Tail Ln	Sealant

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8	2015	Hunters Cir	Hunters Rdg	N Hunters Cir & Hunters Meadow	Sealant
8	2015	Hunters Trl	Huebner Rd	Huebner Rd & Cinnamon Oak	Sealant
8	2015	Huntsman Rd	Bamberger Trl & Cedar Park & Bamberger Way	W Hausman Rd	Sealant
8	2015	Lockhill-selma Rd	Nw Military Hwy	Wedgewood	Sealant
8	2015	Lockhill-selma Rd	Castle Bend Dr	Huebner Rd	Sealant
8	2015	Morino Park	Autumn Park	Spanish Wood	Sealant
8	2015	Pecan Glade	Echo Glade	W Hausman Rd	Sealant
8	2015	Pinecomb Woods	Golden Woods	Dead End Or Cul De Sac	Sealant
8	2015	Prue Rd	Cedar Park	Old Prue Rd & Rocky Trl	Sealant
8	2015	Red Pass	Cotton Tail Ln	Robin Feather	Sealant
8	2015	Red Robin Rd	N Loop 1604 W Access Rd	Dead End Or Cul De Sac	Sealant
8	2015	Robin Feather	Grey Fox Terrace	Red Pass	Sealant
8	2015	Robin Perch	Robin Vw	Cotton Tail Ln	Sealant
8	2015	Robin Vw	Grey Fox Terrace	Dead End Or Cul De Sac	Sealant
8	2015	Scenic Glade	Greenstone	Dead End Or Cul De Sac	Sealant
8	2015	Shady Hollow Ln	White Fawn Dr	Little Wren Ln	Sealant
8	2015	Stonehaven Dr	Callaghan Rd	Litchfield	Sealant
8	2015	Tantara Ct	Bluestone	Greenstone	Sealant
8	2015	Tantivity	Bluestone	Greenstone	Sealant
8	2015	Turtle Village	Powhatan	Turtle Ln	Sealant
8	2015	Wurzbach Rd	Merkens	Babcock Rd	Sealant
8	2016	Autumn Vista	De Zavala Rd	Amble Trl	Rehabilitation
8	2016	Farinon Dr	Ih 10 W Access Rd	Northwest Pkwy	Rehabilitation
8	2016	Floyd Curl	Huebner Rd	Hamilton Wolfe	Rehabilitation
8	2016	Huebner Rd	Ih 10 W Access Rd	Sleepy Holw	Rehabilitation
8	2016	Hunters Meadow	Hunters Spg & Hunters Sound	Dead End	Rehabilitation
8	2016	La Cantera Pkwy	Entrance to Shops at La Cantera	Cantera Vista	Rehabilitation
8	2016	Network Blvd	Northwest Pkwy	Prue Rd	Rehabilitation
8	2016	Southwell Rd	Prue Rd	Encino Park Rd	Rehabilitation
8	2016	Steuben	Ticonderoga	Backbay	Rehabilitation
8	2016	Wood Pt	Wilderness Wood	George Rd	Rehabilitation
8	2016	Alamo Creek Cir	Bent Elm Crk	Cul-De-Sac	Sealant
8	2016	Bent Elm Crk	Swandale Dr	Cul-De-Sac	Sealant
8	2016	Bradley Crk	Swandale Dr	Cul-De-Sac	Sealant
8	2016	Burwick	Broadripple	Stonehaven Dr	Sealant

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8	2016	Mid Circle Dr	Mid Hollow Dr	Cul-De-Sac	Sealant
8	2016	Mid Walk Dr	Mid Hollow Dr	Cul-De-Sac	Sealant
8	2016	Rustlers Crk	Sinsonte	Squaw Crk	Sealant
8	2016	Sinsonte Haven	Sinsonite	Cul-De-Sac	Sealant
8	2016	Spring Shadow Dr	Spring Time Dr	Dead End	Sealant
8	2016	Squaw Crk	Rustlers Crk	Honey Crk	Sealant
8	2016	Standing Crk	Swandale Dr	Cul-De-Sac	Sealant
8	2016	Twisted Crk	Swandale Dr	Serene Crk	Sealant
8	2016	Warriors Crk	Swandale Dr	Cul-De-Sac	Sealant
8	2016	York Creek Cir	Warriors Crk	Cul-De-Sac	Sealant
8	2016	Cinnamon Hill	Hamilton Wolfe	Gus Eckert Rd	Sealant
8	2016	Doe Ln	Shady Hollow Ln	Hummingbird Hill	Sealant
8	2016	Maple Spg	Country Spg	Ocean Spg	Sealant
8	2016	Prairie Spg	Spring Terrace	Dead End Or Cul De Sac	Sealant
8	2016	Spring Mint	Spring Terrace	Dead End Or Cul De Sac	Sealant
8	2016	W Hausman Rd	Ih 10 W Access Rd	Babcock Rd	Sealant
8	2016	Wycliff Rise	George Rd	Knights Wood	Sealant
9	2012	Adobe Trl	Broken Oak Dr	Turkey Ledge & Broken Oak Dr	Rehabilitation
9	2012	Autumn Knoll	Huebner Rd	Fawn Knoll	Rehabilitation
9	2012	Broken Oak Dr	Thousand Oaks	Heimer Rd	Rehabilitation
9	2012	Copper Hill Dr	Stone Rdg	Dead End	Rehabilitation
9	2012	E Lawndale Dr	Everest Ave	N New Braunfels Ave	Rehabilitation
9	2012	E Olmos Dr	US Hwy 281 N Access Rd	COSA City Limits	Rehabilitation
9	2012	Elmhurst Ave	Broadway	N New Braunfels Ave	Rehabilitation
9	2012	Encino Blanco	Encino Grande	Cul-De-Sac	Rehabilitation
9	2012	Everest Ave	Conway	Empire	Rehabilitation
9	2012	Green Crk	Eagle Grove	Elkton Dr	Rehabilitation
9	2012	Happy Holw	Copper Hill Dr	Sugar Crest	Rehabilitation
9	2012	International	NE Loop 410 Access Rd	Northern Blvd	Rehabilitation
9	2012	La Vista Dr	Vista Del Monte	Cul-De-Sac	Rehabilitation
9	2012	Laurel Holw	Henderson Pass	Dead End	Rehabilitation
9	2012	Lilly-Crest Dr	Silverwood	Springhill	Rehabilitation
9	2012	Lockhill-Selma Rd	Blanco Rd	West Ave	Rehabilitation
9	2012	Northcrest Dr	Blanco Rd	Lockhill-Selma Rd	Rehabilitation
9	2012	Northern Blvd	Airport Blvd	US Hwy 281 N Access Rd	Rehabilitation

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9	2012	Park Farm	Park Blf	Park Holw	Rehabilitation
9	2012	Pecan Holw	Cypress Holw	Laurel Holw	Rehabilitation
9	2012	Pipestone	Ledgestone	Dead End	Rehabilitation
9	2012	S Port Blf	Bluffmont	Bluffknoll	Rehabilitation
9	2012	Stone Rdg	Rest Haven	Sugar Crest	Rehabilitation
9	2012	Summit Cv	Oak Path	Dead End	Rehabilitation
9	2012	Summit Hollow	Oak Path	Dead End	Rehabilitation
9	2012	Turkey Ledge	Adobe Trl & Broken Oak Dr	Cul-De-Sac	Rehabilitation
9	2012	Vista Del Avion	Vista Bonita	Cul-De-Sac	Rehabilitation
9	2012	Vista Real	Blanco Rd & Churchill Estates Blvd	Cul-De-Sac	Rehabilitation
9	2012	Woodchester	Great Oaks	Cul-De-Sac	Rehabilitation
9	2012	El Matorral	Pedregoso Ln	Cul-De-Sac	Sealant
9	2012	El Riachuelo	Pedregoso Ln	Cul-De-Sac	Sealant
9	2012	El Valle	La Pena Dr	Cul-De-Sac	Sealant
9	2012	La Cascada	El Suelo Bueno	Cul-De-Sac	Sealant
9	2012	La Falda	El Suelo Bueno	Cul-De-Sac	Sealant
9	2012	La Garganta	La Pena Dr	Cul-De-Sac	Sealant
9	2012	Las Lomas Blvd	Stone Oak Pkwy	Knights Cross Dr	Sealant
9	2012	Marbella Vista	Villa Valencia	Cul-De-Sac	Sealant
9	2012	Paseo Madrid	La Pena Dr	Cul-De-Sac	Sealant
9	2012	Paso Rocos	Pedregoso Ln	Cul-De-Sac	Sealant
9	2012	Pedregoso Ln	Knights Cross	Knights Cross Dr	Sealant
9	2012	Sevilla Rise	La Pena Dr	Villa Valencia	Sealant
9	2012	Villa Valencia	Las Lomas Blvd	Cul-De-Sac	Sealant
9	2012	Bitters Rd	Skyblue & Starcrest Dr	Jones Maltsberger Rd	Sealant
9	2012	Blanco Woods	Brookwood	Hidden Oak Woods	Sealant
9	2012	Branchwood	Summer Creek Dr	Dead End Or Cul De Sac	Sealant
9	2012	Brook Holw	Morning Dove Ln	Heimer Rd	Sealant
9	2012	Brookstone	Blanco Rd	Hidden Timber Wood	Sealant
9	2012	Brookwood	Brookstone	Blanco Woods	Sealant
9	2012	Caliza Dr	Encino Rio	E Evans Rd	Sealant
9	2012	Caliza Dr	Encino Rio	E Evans Rd	Sealant
9	2012	Dawn Crest	Cloud Top	Hawks Meadow	Sealant
9	2012	Deer Crest	Blanco Rd	Huebner Rd	Sealant
9	2012	E Evans Rd	Us Hwy 281 N	Bulverde Rd	Sealant

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9	2012	E Evans Rd	Us Hwy 281 N	Bulverde Rd	Sealant
9	2012	Encino Cabin	Encino Rio	Dead End Or Cul De Sac	Sealant
9	2012	Encino Holw	Encino Rio	Encino Stone	Sealant
9	2012	Encino Pt	Encino Holw	Encino Stone	Sealant
9	2012	Encino Stone	Encino Holw	Encino Pt	Sealant
9	2012	Foxberry	Robin Rdg	Thrush Rdg	Sealant
9	2012	Hawks Rdg	Robin Rdg	Thrush Rdg	Sealant
9	2012	Hedgestone Dr	Lightstone Dr	Granite Path	Sealant
9	2012	Hidden Oak Woods	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
9	2012	Hidden Timber Wood	Brookstone	Dead End Or Cul De Sac	Sealant
9	2012	Huebner Rd	Stone Oak Pkwy	Stone Oak Pkwy	Sealant
9	2012	Lochshire	Wethersfield	Walthampton	Sealant
9	2012	Malibu Colony	Montebello	Dead End Or Cul De Sac	Sealant
9	2012	Marin Hills	Montebello	Caliza Dr	Sealant
9	2012	Montebello	Malibu Colony	Marin Hills	Sealant
9	2012	Oak Pebble	Cul-De-Sac	Oak Mist	Sealant
9	2012	Pacific Grove	Montebello	Caliza Dr	Sealant
9	2012	Robin Rdg	Thrush Rdg	Dead End Or Cul De Sac	Sealant
9	2012	Rose Crest	Foxberry	Dead End Or Cul De Sac	Sealant
9	2012	Sierra Crest	Montebello	Rancho Mirage	Sealant
9	2012	Sierra Oscura	Encino Rio	Dead End Or Cul De Sac	Sealant
9	2012	Summer Creek Cir	Summer Creek Dr	Dead End Or Cul De Sac	Sealant
9	2012	Summer Creek Dr	Brookstone	Dead End Or Cul De Sac	Sealant
9	2012	Thrush Court Cir	Thrush Rdg	Thrush Gate Ln	Sealant
9	2012	Thrush Gate Ln	Thrush Court Cir	Dead End Or Cul De Sac	Sealant
9	2012	Thrush Rdg	Huebner Rd & Blackoak Bend	W Bitters Rd	Sealant
9	2012	Walthampton	Lochshire	Starcrest Dr	Sealant
9	2012	Wethersfield	Lochshire	Starcrest Dr	Sealant
9	2012	Wood Canyon	Blanco Woods	Dead End Or Cul De Sac	Sealant
9	2012	Wood Moss	Blanco Woods	Dead End Or Cul De Sac	Sealant
9	2012	Wood Quail	Robin Rdg	Thrush Rdg	Sealant
9	2012	Wren Haven	Foxberry	Dead End Or Cul De Sac	Sealant
9	2012	Wycombe	Walthampton	Jones Maltsberger Rd	Sealant
9	2013	Arrow Glen	Lost Arrow	Dead End	Rehabilitation
9	2013	Carolwood Dr	Lockhill-Selma Rd	Haltown	Rehabilitation

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9	2013	Chittim Hollow Dr	Oakline Dr	Chittim Meadow Dr	Rehabilitation
9	2013	Coram Peak	Turnmill	Great Rdg	Rehabilitation
9	2013	E Nottingham Dr	E Basse Rd	N New Braunfels Ave	Rehabilitation
9	2013	Gault Ln	Janda Susan & Ridgecrest Dr	NE Loop 410 Access Rd	Rehabilitation
9	2013	Great Rdg	Coram Peak	Shorecliff	Rehabilitation
9	2013	Hiler Rd	Broadway	Nacogdoches Rd	Rehabilitation
9	2013	Interpark Blvd	US Hwy 281 N Access Rd	West Ave & Wood Valley	Rehabilitation
9	2013	Jones Maltsberger Rd	E Nakoma & Skyplace Blvd	Starcrest Dr	Rehabilitation
9	2013	Lorenz Rd	Broadway	Peter Baque	Rehabilitation
9	2013	Peter Baque	Lorenz Rd	W Nottingham Dr	Rehabilitation
9	2013	Riverstone Dr	Clearstone Dr	Dead End	Rehabilitation
9	2013	Stairock	Dead End	Dead End	Rehabilitation
9	2013	Starcrest Dr	Jones Maltsberger Rd	NE Entrance Rd & Wurzbach Pkwy	Rehabilitation
9	2013	Stone Oak Pkwy	N Loop 1604 Access Rd	Sonterra & E Sonterra Blvd	Rehabilitation
9	2013	Stone Oak Pkwy A	E Sonterra Blvd	N Loop 1604 Access Rd	Rehabilitation
9	2013	Turnmill	Longfield	Coram Peak	Rehabilitation
9	2013	Vista Del Prado	Vista Real	Dead End	Rehabilitation
9	2013	Vista Del Rey	Vista Del Monte	Vista Real	Rehabilitation
9	2013	W Nottingham Dr	Peter Baque	Broadway	Rehabilitation
9	2013	Almadin	Vineyards	Oak Farm	Sealant
9	2013	El Paisaje	La Pena Dr	Cul-De-Sac	Sealant
9	2013	Grail Quest	Knights Cross Dr	Cul-De-Sac	Sealant
9	2013	Idyllwild	Sutters Rim	Almadin	Sealant
9	2013	Knights Banner	Visor Dr	Grail Quest	Sealant
9	2013	Lemon Cv	Oak Farm	Cul-De-Sac	Sealant
9	2013	Oak Farm	Knights Cross Dr	Sutters Rim	Sealant
9	2013	Sutters Rim	Oak Farm	Cul-De-Sac	Sealant
9	2013	Visor Dr	Grail Quest	Grail Quest	Sealant
9	2013	Amberstone	Lightstone Dr	Stoneway Dr	Sealant
9	2013	Amberstone	Earthstone Dr	Lightstone Dr	Sealant
9	2013	Amberstone	Lightstone Dr	Earthstone Dr	Sealant
9	2013	Arrow Rdg	Lost Arrow	Lost Arrow	Sealant
9	2013	Ashton Wood	Thicket Trail Dr	Dead End Or Cul De Sac	Sealant
9	2013	Braesview	Nw Military Hwy	Patricia Dr & Vista Vw	Sealant
9	2013	Brightwood Place	Broadway	Vanderhoeven	Sealant

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9	2013	Cap Stone	Lightstone Dr	Dead End	Sealant
9	2013	Chimney Way	Oak Mountain	Deer Rdg	Sealant
9	2013	Clearstone Dr	Crescent Oaks	Lightstone Dr	Sealant
9	2013	Clearstone Dr	Stoneway Dr	Lightstone Dr	Sealant
9	2013	Colquitt	Chevening Ct	Tarton	Sealant
9	2013	Colton Dr	Empire St	Everest Ave	Sealant
9	2013	Conway	Empire St	Everest Ave	Sealant
9	2013	Crescent Oaks	Stonepath Dr	Flaming Arrow	Sealant
9	2013	Deer Rdg	Heimer Rd	Willow Moss	Sealant
9	2013	Earthstone Dr	Amberstone	Arch Stone	Sealant
9	2013	Embassy Oaks	Us Hwy 281 N Access Rd	Embassy Row	Sealant
9	2013	Fallow Ridge Dr	Fallow Run	Dead End Or Cul De Sac	Sealant
9	2013	Fallow Run	Doe Crest	Thicket Trail Dr	Sealant
9	2013	Flint Oak	Thicket Trail Dr	Dead End Or Cul De Sac	Sealant
9	2013	Granada Dr	San Pedro Ave	Tango	Sealant
9	2013	Hardy Oak Blvd	Mesa Loop & Summit Spgs	Wilderness Oak	Sealant
9	2013	Hardy Oak Blvd	Mesa Loop	Wilderness Oak	Sealant
9	2013	Hedgestone Dr	Granite Path	Stoneway Dr	Sealant
9	2013	Jade	Empire St	Everest Ave	Sealant
9	2013	Jones Maltsberger Rd	Paul Wilkins	Sandau & Isom Rd	Sealant
9	2013	La Sombra	Nacogdoches Rd	Brightwood Place	Sealant
9	2013	Lightstone	Stepstone	Cul-De-Sac	Sealant
9	2013	Little Leaf	Oak Fire	Floral Way	Sealant
9	2013	Lost Holw	Henderson Pass	Oak Mountain	Sealant
9	2013	Mavis	Conway	Dead End Or Cul De Sac	Sealant
9	2013	Minuet	Enchanted	Granada Dr	Sealant
9	2013	Patricia Dr	West Ave	Braesview & Vista Vw	Sealant
9	2013	Poniente Ln	Brightwood Place	La Sombra	Sealant
9	2013	Silverstone	Lightstone Dr	Dead End	Sealant
9	2013	Silverwood	Lilly-crest Dr	Parhaven Dr	Sealant
9	2013	Sir Winston	Parliament	Blanco Rd	Sealant
9	2013	Springhill	Pipestone	Parhaven Dr	Sealant
9	2013	Stonepath Dr	Lightstone Dr	Crescent Oaks	Sealant
9	2013	Summit Crk	Summit Spgs	Summit Crest	Sealant
9	2013	Tango	San Pedro Ave	Reverie Ln	Sealant

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9	2013	Tarton	Gunter Grove	Colquitt	Sealant
9	2013	Thicket Trail Dr	Doe Crest	Fallow Run	Sealant
9	2013	Vista Vw	Patricia Dr & Braesview	Blanco Rd	Sealant
9	2013	W Ramsey	San Pedro Ave & E Ramsey	Blanco Rd	Sealant
9	2013	Willow Bend	Oak Mountain	Willow Trl	Sealant
9	2013	Willow Moss	Oak Mountain	Heimer Rd	Sealant
9	2014	Ashington	Bridgeview	Dead End	Rehabilitation
9	2014	Bluff Holw	Walker Ranch	Cul-De-Sac North	Rehabilitation
9	2014	Bluff Trl	Bluff Park Dr	Walker Ranch	Rehabilitation
9	2014	Broadway	Nacogdoches Rd	W Nottingham Dr	Rehabilitation
9	2014	Chiselhurst	Bridgeview	Dead End	Rehabilitation
9	2014	Chittim Meadow Dr	Chittim Hollow Dr	Chittim Trail Dr	Rehabilitation
9	2014	Flamingo Basin	Stoney Summit & Alder Creek Dr	Victory Palm	Rehabilitation
9	2014	Hardy Oak	Stone Oak Pkwy	Summit Spgs	Rehabilitation
9	2014	Knights Cross Dr	Stone Oak Pkwy	Zeta Cir	Rehabilitation
9	2014	Longfield	Blanco Rd	Shorecliff	Rehabilitation
9	2014	McCullough Ave	Downshire	E Ramsey	Rehabilitation
9	2014	McCullough Ave	US Hwy 281 N Access Rd	Mathilde Rd	Rehabilitation
9	2014	Moss Arch	Moss Blf	Moss Branch	Rehabilitation
9	2014	Mt Rainier Dr	Blanco Rd	Carolwood Dr	Rehabilitation
9	2014	Petal Dr	Briar Oak	Strings St	Rehabilitation
9	2014	Redland Rd	N Loop 1604 E Access Rd	470 Ft North of N Loop 1604 E Access Rd	Rehabilitation
9	2014	Redland Rd	Legend Oaks	450 Ft East of New Beginning	Rehabilitation
9	2014	Reunion Place	US Hwy 281 N Access Rd	Jones Maltsberger Rd	Rehabilitation
9	2014	Stoney Mist	Dead End	Cul-De-Sac	Rehabilitation
9	2014	Victory Palm	Flamingo Basin	Alder Creek Dr	Rehabilitation
9	2014	Vista Del Cedro	Vista Del Rey	Dead End	Rehabilitation
9	2014	Vista Del Monte	Vista Del Prado	Dead End	Rehabilitation
9	2014	Vista Del Rio	Dead End	Dead End	Rehabilitation
9	2014	West Ave	Mt Tipton	W Silver Sands	Rehabilitation
9	2014	Knights Cross Dr	Stone Oak Pkwy	Evans Ave	Sealant
9	2014	Pelican Crk	Cul-De-Sac North	Cul-De-Sac South	Sealant
9	2014	Airport Blvd	Ne Loop 410	John Huth	Sealant
9	2014	Ashyia Way	Corita Dr	Merriford	Sealant
9	2014	Belfast Dr	Empire St	Everest Ave	Sealant



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9	2014	Big Trail Dr	Birch Hill	White Pine	Sealant
9	2014	Blue Crest Ln	Bitters Rd	Jones Maltzberger Rd	Sealant
9	2014	Blue Crk	Sugar Pine	Silver Spruce	Sealant
9	2014	Brook Holw	Heimer Rd	Us Hwy 281 N	Sealant
9	2014	Corita Dr	Everest Ave	Ashyia Way	Sealant
9	2014	Downshire	Mccullough Ave	Whitehall	Sealant
9	2014	E Silver Sands	Rendezvous & W Silver Sands	San Pedro Ave	Sealant
9	2014	Empire St	Belfast Dr	Jade	Sealant
9	2014	Encino Rio	Us Hwy 281 N	E Evans Rd & Roan Blf	Sealant
9	2014	Encino Rio	Us Hwy 281 N	E Evans Rd & Roan Blf	Sealant
9	2014	Everest Ave	W Terra Alta	W Sunset Rd	Sealant
9	2014	Forrestglen	Shadylane	Woodhaven	Sealant
9	2014	Henderson Pass	Brook Holw	Thousand Oaks	Sealant
9	2014	Merriford	Everest Ave	Ashyia Way	Sealant
9	2014	Otter Trl	Birch Hill	White Pine	Sealant
9	2014	Partridge Trl	Sugar Pine	Silver Spruce	Sealant
9	2014	Shadylane	Nacogdoches Rd & Glendalough Ct	E Terra Alta	Sealant
9	2014	Silver Spruce	Horse Crk	Top Rail	Sealant
9	2014	Sugar Pine	Horse Crk	Partridge Trl	Sealant
9	2014	Susancrest Dr	Pinetree	Fernwood	Sealant
9	2014	Top Rail	Silver Spruce	Arizona Ash	Sealant
9	2014	Trafalgar	Whitehall	Jones Maltzberger Rd	Sealant
9	2014	Vinewood Ct	E Terra Alta	Dead End Or Cul De Sac	Sealant
9	2014	W Silver Sands	Rendezvous & E Silver Sands	Sandman	Sealant
9	2014	W Terra Alta	Everest Ave	E Terra Alta & Broadway	Sealant
9	2014	White Pine	Otter Trl	Big Trail Dr	Sealant
9	2014	Wood Valley	Interpark Blvd & West Ave	W Bitters Rd	Sealant
9	2014	Woodhaven	Forrestglen	E Terra Alta	Sealant
9	2015	Babbling Brook	Brook Meadow	Flower Brook	Rehabilitation
9	2015	Cedar Glen	Sun Spur	Oak Spur	Rehabilitation
9	2015	Chittim Oak Dr	Cul-De-Sac	Cul-de-sac	Rehabilitation
9	2015	Cypress Holw	Chittim Trail Dr	Henderson Pass	Rehabilitation
9	2015	E Sandalwood Ln	Teak Ln	Everest Ave	Rehabilitation
9	2015	Foxtail Ln	Belair Dr	Blanco Rd	Rehabilitation
9	2015	Gulfdale	Sandau	Isom Rd	Rehabilitation

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9	2015	Mt Marcy	Mt Vieja	Sunflower	Rehabilitation
9	2015	Mt Tipton	Morey Peak	West Ave	Rehabilitation
9	2015	N St Marys	E Mulberry Ave	Tuleta	Rehabilitation
9	2015	North Park Dr	Warfield	US Hwy 281 N Access Rd	Rehabilitation
9	2015	Oak Mist	Oak Dew	Oak Pebble	Rehabilitation
9	2015	Plymouth Ave	Portland	E Ramsey	Rehabilitation
9	2015	Portland Rd	NE Loop 410 Access Rd	Isom Rd	Rehabilitation
9	2015	Ridgecrest Dr	Everest Ave	Broadway	Rehabilitation
9	2015	Rowe Dr	Thousand Oaks	Cul-De-Sac South	Rehabilitation
9	2015	Stone Oak Pkwy	Estate Hill Dr	US Hwy 281 N	Rehabilitation
9	2015	Tuleta	US Hwy 281 N	Dead End	Rehabilitation
9	2015	Wild Turkey East	Wild Turkey West	Wild Turkey West	Rehabilitation
9	2015	Wild Turkey West	Wild Turkey East	Turkey Pt	Rehabilitation
9	2015	Wolfe Rd	NE Loop 410 Access Rd	Isom Rd	Rehabilitation
9	2015	Advantage Run	Knights Cross Dr	Pelican Crk	Sealant
9	2015	La Ladera	La Pena Dr	Cul-De-Sac	Sealant
9	2015	La Pena Dr	Las Lomas Blvd	Cul-De-Sac	Sealant
9	2015	Legend Point Dr	Knights Cross	Carmel Chase	Sealant
9	2015	Oriole Hill Dr	Pecan Station	Cul-De-Sac	Sealant
9	2015	Arch Stone	Amberstone	Lightstone Dr & Amberstone	Sealant
9	2015	Aylsbury Dr	Beckington Dr	Heathrow Dr	Sealant
9	2015	Basse	Us Hwy 281 N & Us Hwy 281 N Access Rd & E Ba	Basse	Sealant
9	2015	Beckington Dr	Aylsbury Dr	Dead End Or Cul De Sac	Sealant
9	2015	Beconsfield	Wethersfield	Dead End Or Cul De Sac	Sealant
9	2015	Bellshire	Wethersfield	Dead End Or Cul De Sac	Sealant
9	2015	Birch Hill	Partridge Trl	Big Trail Dr	Sealant
9	2015	Darmstad	Shingle Oak	Dead End	Sealant
9	2015	Dunsford Dr	Bitters Rd	Aylsbury Dr	Sealant
9	2015	E North Loop Rd	North Loop Rd	Us Hwy 281 N Access Rd	Sealant
9	2015	E Ramsey	San Pedro Ave & W Ramsey	Jones Maltsberger Rd	Sealant
9	2015	Eckminster Dr	Bitters Rd & Morgans Cir	Dead End Or Cul De Sac	Sealant
9	2015	Elsworthy	Langtry	Shorecliff	Sealant
9	2015	Enfield Park	Enfield Park	Jones Maltsberger Rd	Sealant
9	2015	Funston Place	Broadway	Old Austin Rd	Sealant
9	2015	Henderson Pass	Henderson Pass	Us Hwy 281 N Access Rd	Sealant

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9	2015	Henderson Pass	Gold Canyon Rd	Us Hwy 281 N Access Rd	Sealant
9	2015	Horse Crk	Sugar Pine	Silver Spruce	Sealant
9	2015	Jones Maltsberger Rd	Trafalgar	Jones Maltsberger Rd	Sealant
9	2015	Jones Maltsberger Rd	Alamo Heights Blvd & Devine Rd	E Basse Rd	Sealant
9	2015	Jones Maltsberger Rd	Starcrest Dr	Pvt Rd & Money Tree Ln	Sealant
9	2015	Laguna Vista Dr	Vista Real	Cul-De-Sac	Sealant
9	2015	Langtry	Dead End	Dead End	Sealant
9	2015	Lockhill-selma Rd	West Ave	Nw Military Hwy	Sealant
9	2015	Mt Serolod	Blanco Rd	Mt Boracho	Sealant
9	2015	N Port Blf	Ridge Blf	Bluff Cv	Sealant
9	2015	Nacogdoches Rd	Tuxedo Ave	E Basse Rd	Sealant
9	2015	North Loop Rd	North Park Dr	E North Loop Rd	Sealant
9	2015	Oak Bend	Oak Cave	Oak Ranch	Sealant
9	2015	Shorecliff	Langtry	Great Rdg	Sealant
9	2015	Stepstone Dr	Lightstone Dr	Cul-De-Sac	Sealant
9	2016	Bitters Rd	Jones Maltsberger Rd	Ne Entrance Rd	Rehabilitation
9	2016	Burning Log	Little Leaf	Tree Crossing	Rehabilitation
9	2016	Burning Rock	Little Leaf	Tree Crossing	Rehabilitation
9	2016	Chalet	Crow Valley	Shadow Cliff	Rehabilitation
9	2016	Knoll Tree	Little Leaf	Tree Crossing	Rehabilitation
9	2016	Lorene	Mccarty	Isom Rd	Rehabilitation
9	2016	Mount Joy Dr	Mt Everest	Summerwood Dr	Rehabilitation
9	2016	Old Bitters Rd	W Bitters Rd	Dead End	Rehabilitation
9	2016	Possum Run	Possum Path	Canyon Parke Dr	Rehabilitation
9	2016	Serenade	Memory	San Pedro Ave	Rehabilitation
9	2016	Sir Huon	Churchill Estates Blvd	Cul-De-Sac	Rehabilitation
9	2016	Stone Oak Pkwy	Canyon Golf Rd	Estate Hill Dr	Rehabilitation
9	2016	Stonewood Dr	Bluff Manor Dr	Wood Valley	Rehabilitation
9	2016	Strong Oak	Little Leaf	Tree Crossing	Rehabilitation
9	2016	Warfield	North Park Dr	E Nakoma	Rehabilitation
9	2016	West Ave	Interpark Blvd	W Rhapsody	Rehabilitation
9	2016	Carmel Chase	Legend Point Dr	Pecan Station	Sealant
9	2016	Cheyenne Crk	Advantage Run	Pelican Edge	Sealant
9	2016	El Risco	Cul-De-Sac West	Cul-De-Sac East	Sealant
9	2016	El Sierro	Pedregoso Ln	Cul-De-Sac	Sealant

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9	2016	Girard Oaks	Mandolin Wind	Cul-De-Sac	Sealant
9	2016	Kenton Croft	Carmel Chase	Cul-De-Sac	Sealant
9	2016	Kenton Knoll	Pelican Edge	Cul-De-Sac	Sealant
9	2016	Legend Rock	Quitman Oak	Pelican Crk	Sealant
9	2016	Mandolin Wind	Girard Oaks	Pelican Crk	Sealant
9	2016	Mcnabb Cir	Mandolin Wind	Cul-De-Sac	Sealant
9	2016	Pecan Station	Legend Point Dr	Pelican Edge	Sealant
9	2016	Pelican Edge	Cheyenne Crk	Pecan Station	Sealant
9	2016	Quitman Oak	Girard Oaks	Legend Rock	Sealant
9	2016	Vineyards	Stone Oak Pkwy	Idyllwild	Sealant
9	2016	Blanche Coker	Bitters Rd	Cul-De-Sac	Sealant
9	2016	Burr Rd	Broadway	Harry Wurzbach	Sealant
9	2016	Camellia Dr	Goodnight	N New Braunfels Ave	Sealant
9	2016	Carlton Oaks	Jones Maltsberger Rd	Oak Crk	Sealant
9	2016	Colwyn Pass	Contessa Dr	Jones Maltsberger Rd	Sealant
9	2016	Contessa Dr	Coronet	Downshire	Sealant
9	2016	Country Crk	Country rdg	Dead End	Sealant
9	2016	Country Ledge	Country Rdg	Country Crest	Sealant
9	2016	Country Oaks	Blanche Coker	Dead End	Sealant
9	2016	Country Pass	Country Rdg	Cul-De-Sac	Sealant
9	2016	Country Path	Country Trl	Cul-De-Sac	Sealant
9	2016	Country Rdg	Country Walk	Country Ledge	Sealant
9	2016	Country Sound	Blanche Coker	Cul-De-Sac	Sealant
9	2016	Country Vale	Country Oaks	Cul-De-Sac	Sealant
9	2016	Donella Dr	Silverwood	Us Hwy 281 N Access Rd	Sealant
9	2016	Duchess	Coronet	Trafalgar	Sealant
9	2016	E Basse Rd	Jones Maltsberger Rd	Nacogdoches Rd & Broadway	Sealant
9	2016	E Contour Dr	Hillside Dr	E Contour Dr	Sealant
9	2016	Goodnight	Camellia Dr	E Lawndale Dr	Sealant
9	2016	Gordon	E Nakoma & Skyplace Blvd	Arion Pkwy	Sealant
9	2016	Groveland	Broadway	Dead End Or Cul De Sac	Sealant
9	2016	Hedgestone Dr	Lightstone Dr	Stoneway Dr	Sealant
9	2016	Knibbe Ave	Broadway	Nacogdoches Rd	Sealant
9	2016	Lightstone Dr	Hedgestone Dr	Clearstone Dr	Sealant
9	2016	Lorenz Rd	Broadway	Huntleigh	Sealant

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9	2016	Mccullough Ave	Marquis Ln	Coronet	Sealant
9	2016	Morning Ct	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
9	2016	N Coker Loop	W Coker Loop	Arion Pkwy	Sealant
9	2016	Oak Park	N New Braunfels Ave	Nacogdoches Rd	Sealant
9	2016	Parliament	Sir Winston	W Silver Sands	Sealant
9	2016	Reverie Ln	W Silver Sands	Patricia Dr	Sealant
9	2016	Stoneway Dr	Lightstone Dr & Hedgestone Dr	Hardy Oak Blvd	Sealant
9	2016	Triplett	Jones Maltsberger Rd	Disco	Sealant
9	2016	Voigt Dr	N Loop 1604 E Access Rd & N Loop 1604 W Acces	N Loop 1604 E & Stone Oak Pkwy	Sealant
9	2016	W Bitters Rd	Embassy Row	Wood Valley	Sealant
9	2016	W Coker Loop	Arion Pkwy	Wurzbach Pkwy	Sealant
9	2016	W Silver Sands	Sandman	Parliament	Sealant
9	2016	West Ave	Interpark Blvd & Wood Valley	W Bitters Rd & S Tower Dr	Sealant
10	2012	Albin Dr	N Vandiver Rd	Pike Rd	Rehabilitation
10	2012	Allwood	Fountainwood	Cul-De-Sac	Rehabilitation
10	2012	Barton Spgs	Elm Park Dr	Cul-De-Sac	Rehabilitation
10	2012	Boulder Crk	Trailway Park	Cul-De-Sac	Rehabilitation
10	2012	Bulverde Rd	Classen Rd	Jones Maltsberger Rd	Rehabilitation
10	2012	Cave Ln	N Vandiver Rd	Nacogdoches Rd	Rehabilitation
10	2012	Darlington Run	Rhyse Grove	Rader Pass	Rehabilitation
10	2012	Echo Way	Timberway St	Cul-De-Sac	Rehabilitation
10	2012	Five Oaks Dr	Harry Wurzbach	Wyndale	Rehabilitation
10	2012	Gatecrest St	Center Gate Dr	Perrin Beitel	Rehabilitation
10	2012	Glen Loche	Moraga	Cul-De-Sac	Rehabilitation
10	2012	Higgins Rd	Stahl Rd	Bromley Place	Rehabilitation
10	2012	Higgins Rd	Stahl Rd	N Stahl Park & Stahl Rd & Classen Rd	Rehabilitation
10	2012	Jung Rd	Briarcrest Dr	Stahl Rd	Rehabilitation
10	2012	Krugerrand Dr	N Loop 1604 E Access Rd	Henderson Pass	Rehabilitation
10	2012	La Barca	Pueblo	Rio D Oro	Rehabilitation
10	2012	La Pradero	La Charca Dr	Cul-De-Sac	Rehabilitation
10	2012	Larkabbey Dr	Larkdale Dr	Larkmeadow Dr	Rehabilitation
10	2012	Larklair Dr	Eaglewood Dr	Larkmeadow Dr	Rehabilitation
10	2012	Naco Pass	Nacogdoches Rd	Uhr Ln	Rehabilitation
10	2012	Nona Kay	Bitters Rd	Ilse	Rehabilitation
10	2012	Norwich	Hitching Post	NE Loop 410 Access Rd	Rehabilitation

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10	2012	O'Connor Rd	IH 35 N Access Rd	Robards Row	Rehabilitation
10	2012	Osgood Dr	Brewster	Schertz Rd	Rehabilitation
10	2012	Pebble Dawn	Pebble Den	Pebble Falls	Rehabilitation
10	2012	Pincrest	Cloverleaf Ave	Vanderheck	Rehabilitation
10	2012	Rainbow Dr	Austin Hwy	Eisenhower Rd	Rehabilitation
10	2012	Redland Rd A	Bulverde Rd	Pecan Gap	Rehabilitation
10	2012	Redland Rd A	Pecan Gap	Bulverde Pt	Rehabilitation
10	2012	Redland Rd B	Bulverde Rd	Pecan Gap	Rehabilitation
10	2012	Redland Rd B	Pecan Gap	Bulverde Pt	Rehabilitation
10	2012	Salado Pkwy	Nacogdoches Rd	Salado Creek Dr	Rehabilitation
10	2012	Schertz Rd	Osgood Dr	N Weidner Rd	Rehabilitation
10	2012	Schertz Rd	Crosswinds Way	N Weidner Rd	Rehabilitation
10	2012	Serene Grove	Moonlit Grove	Sunset Grove	Rehabilitation
10	2012	Spanish Earth	Toepperwein Rd	River Wind	Rehabilitation
10	2012	Sunlit Grove	Preston Pass Dr	Dead End	Rehabilitation
10	2012	Tophill Rd	Robin Rest Dr	Cul-De-Sac	Rehabilitation
10	2012	Vanderheck	Cloverleaf Ave	Emporia Blvd	Rehabilitation
10	2012	Vista Park	Mountain Vista Dr	Royal Vista Dr	Rehabilitation
10	2012	Ancient Elm	Belair Bay	Bending Elms	Sealant
10	2012	Briarway	Hightree	Fieldstone	Sealant
10	2012	Crestmont	Starcrest Dr	Edgecrest	Sealant
10	2012	Edgecrest	Hightree	Crestmont	Sealant
10	2012	Fieldstone	Starcrest Dr	Edgecrest	Sealant
10	2012	Hightree	Starcrest Dr	Edgecrest	Sealant
10	2012	Northtowne	Starcrest Dr	Rimcrest Dr	Sealant
10	2012	Rimcrest Dr	Crestmont	Northtowne	Sealant
10	2012	Starbend	Starcrest Dr	Cul-De-Sac	Sealant
10	2012	Starcrest Dr	Nacogdoches Rd	Dead End	Sealant
10	2012	Blue Heron	Greenjay Dr	Bobwhite Dr	Sealant
10	2012	Bobwhite Dr	Higgins Rd	Ghent	Sealant
10	2012	Broadway	Gulfmart Dr	Ceegee Ln	Sealant
10	2012	Ceegee Ln	Broadway	Tesoro Dr	Sealant
10	2012	Champlain Dr	Greenjay Dr	Ghent	Sealant
10	2012	Cheever Blvd	Broadway	Tesoro Dr	Sealant
10	2012	Colton Well	Knollcreek	Tampke Place	Sealant

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10	2012	Creekway	Spring Land	Judson Rd	Sealant
10	2012	Dare Ln	Greenjay Dr	Ghent	Sealant
10	2012	Darien Wing	Briley Elm	Farber Dale	Sealant
10	2012	Flicker Dr	Greenjay Dr	Bobwhite Dr	Sealant
10	2012	Fort Stanwix	Independence Ave	Colonial Town	Sealant
10	2012	Freeman's Farm	Independence Ave	St Leger	Sealant
10	2012	Ghent	Champlain Dr	Dead End Or Cul De Sac	Sealant
10	2012	Greenjay Dr	Bobwhite Dr	Champlain Dr	Sealant
10	2012	Grey Hawk Dr	Greenjay Dr	Bobwhite Dr	Sealant
10	2012	Jung Rd	Bulverde Rd	Knollcreek	Sealant
10	2012	Kamary Ln	Creekway	Dead End Or Cul De Sac	Sealant
10	2012	Kamary Ln	Judson Rd	Creekway	Sealant
10	2012	N New Braunfels Ave	Ne Loop 410 Access Rd	Ceegee Ln	Sealant
10	2012	Nuthatch	Greenjay Dr	Bobwhite Dr	Sealant
10	2012	Spring Blf	Spring Cluster	Dead End Or Cul De Sac	Sealant
10	2012	Spring Bow	Spring Corner	Spring Valley	Sealant
10	2012	Spring Buck	Spring Corner	Spring Valley	Sealant
10	2012	Spring Cabin	Spring Mist	Spring Ranch	Sealant
10	2012	Spring Cluster	Spring Corner	Spring Valley	Sealant
10	2012	Spring Corner	Spring Cluster	Creekway	Sealant
10	2012	Spring Country	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
10	2012	Spring Crk	Nacogdoches Rd	Spring Valley	Sealant
10	2012	Spring Crossing	Spring Mist	Spring Valley	Sealant
10	2012	Spring Crown	Spring Mist	Spring Smoke	Sealant
10	2012	Spring Cv	Creekway	Dead End Or Cul De Sac	Sealant
10	2012	Spring Day	Spring Harbor	Dead End Or Cul De Sac	Sealant
10	2012	Spring Dew	Spring Spur	Dead End Or Cul De Sac	Sealant
10	2012	Spring Dove	Spring Fawn	Spring Sky	Sealant
10	2012	Spring Falls	Creekway	Dead End Or Cul De Sac	Sealant
10	2012	Spring Farm	Nacogdoches Rd	Spring Sunshine	Sealant
10	2012	Spring Fawn	Spring Dove	Spring Village	Sealant
10	2012	Spring Gate	Spring Crossing	Dead End Or Cul De Sac	Sealant
10	2012	Spring Glen	Creekway	Dead End Or Cul De Sac	Sealant
10	2012	Spring Green	Spring Mist	Spring Ranch	Sealant
10	2012	Spring Ht	Spring Land	Dead End Or Cul De Sac	Sealant

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10	2012	Spring Land	Creekway	Dead End Or Cul De Sac	Sealant
10	2012	Spring Mist	Spring Moon	Spring Green	Sealant
10	2012	Spring Mist	Spring Green	Spring Pebble	Sealant
10	2012	Spring Moon	Spring Mist	Spring Star	Sealant
10	2012	Spring Night	Spring Mist	Spring Star	Sealant
10	2012	Spring Pass	Spring Summit	Dead End Or Cul De Sac	Sealant
10	2012	Spring Pebble	Spring Mist	Spring Summit	Sealant
10	2012	Spring Ranch	Spring Green	Spring Sq	Sealant
10	2012	Spring Robin	Creekway	Dead End Or Cul De Sac	Sealant
10	2012	Spring Shower	Spring Watch	Spring Sunshine	Sealant
10	2012	Spring Sky	Spring Dove	Spring Village	Sealant
10	2012	Spring Smoke	Spring Crown	Creekway	Sealant
10	2012	Spring Spur	Spring Land	Spring Dew	Sealant
10	2012	Spring Sq	Spring Mist	Spring Ranch	Sealant
10	2012	Spring Star	Spring Moon	Spring Night	Sealant
10	2012	Spring Summit	Spring Pebble	Stahl Rd	Sealant
10	2012	Spring Sunshine	Spring Mist	Spring Shower	Sealant
10	2012	Spring Valley	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
10	2012	Spring Village	Spring Fawn	Spring Valley	Sealant
10	2012	Spring Walk	Spring Day	Dead End Or Cul De Sac	Sealant
10	2012	Spring Watch	Spring Mist	Spring Shower	Sealant
10	2012	Swallow Dr	Higgins Rd	Mayspring	Sealant
10	2013	Briarwood Dr	N New Braunfels Ave	Scotsdale	Rehabilitation
10	2013	Camelback Dr	Unnamed Rd At Briarwood Dr	Scotsdale	Rehabilitation
10	2013	Canyon Cross	Canyon Rim	Dead End	Rehabilitation
10	2013	Canyon Rim	Canyon Cross	Dead End	Rehabilitation
10	2013	Canyon Trace	Canyon Cross	Dead End	Rehabilitation
10	2013	Cedar Rdg	Drum Oak	Henderson Pass	Rehabilitation
10	2013	Cedar Way	Drum Oak	Henderson Pass	Rehabilitation
10	2013	Chase Oak	Rim Oak	Fawn Oak	Rehabilitation
10	2013	Chevy Chase Dr	Chevy Park	Eisenhower Rd	Rehabilitation
10	2013	Clovelly Wood	Green Top Dr	Dead End	Rehabilitation
10	2013	Cross Vine	Purlane	Camas	Rehabilitation
10	2013	Drum Oak	Cedar Way	Cedar Rdg	Rehabilitation
10	2013	Eastley	Broadway	Westchester	Rehabilitation



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10	2013	Facet Oak	Drum Oak	Henderson Pass	Rehabilitation
10	2013	Fallen Tree Dr	Camphor Way	Dead End	Rehabilitation
10	2013	Fawn Oak	Point Oak	Chase Oak	Rehabilitation
10	2013	Gem Oak	Drum Oak	Dead End	Rehabilitation
10	2013	Gemstone	Rim Oak	Dead End	Rehabilitation
10	2013	Heritage Hill	Chimney Spgs	Winter Vw	Rehabilitation
10	2013	Lonesome Pine	Rocky Crk	Bear Run	Rehabilitation
10	2013	Misty Glade	Classen Rd	Dead End	Rehabilitation
10	2013	Pendant Oak	Drum Oak	Dead End	Rehabilitation
10	2013	Pine Breeze	Heritage Hill	Dead End	Rehabilitation
10	2013	Point Oak	Rim Oak	Henderson Pass	Rehabilitation
10	2013	Randolph Blvd	O'connor Rd	Ih 35 N Access Rd & Judson Rd	Rehabilitation
10	2013	Red Fox	Willow Run	Dead End	Rehabilitation
10	2013	Rim Oak	Henderson Pass	Dead End	Rehabilitation
10	2013	Rustic Glade	Knollvista	Dead End	Rehabilitation
10	2013	Scotsdale	Eisenhauer Rd	Woodmen Dr	Rehabilitation
10	2013	Stahl Rd	Nacogdoches Rd	Stahl Rd - 303 Ft West of N Green Mountain Rd	Rehabilitation
10	2013	Starcrest Dr	Barrington	NE Loop 410 Access Rd	Rehabilitation
10	2013	Sunlit Glade	Coral Glade	Stoney Glade	Rehabilitation
10	2013	Thrasher Oak	Canyon Cross	Henderson Pass	Rehabilitation
10	2013	Trace Oak	Rim Oak	Rim Oak	Rehabilitation
10	2013	Triple Crk	Elm Park Dr	Trailway Park	Rehabilitation
10	2013	Vibrant Oak	Drum Oak	Dead End	Rehabilitation
10	2013	Winter Vw	Heritage Hill	Chimney Spgs	Rehabilitation
10	2013	Woodmen Dr	Unnamed Rd At Briarwood Dr	Scotsdale	Rehabilitation
10	2013	Acornridge Way	Briley Elm	Ashbury Oaks	Sealant
10	2013	Ambush Grove	Corian Springs Dr	Bending Trails	Sealant
10	2013	Ashley Path	Bethel Bend	Darien Vista	Sealant
10	2013	Barnard Mill	Ellington Way	Cul-De-Sac	Sealant
10	2013	Barrel Run	Bending Trails	Branching Oaks	Sealant
10	2013	Bethel Bend	Cul-De-Sac	Cul-De-Sac	Sealant
10	2013	Branching Oaks	Bending Trails	Corian Springs Dr	Sealant
10	2013	Branding Pass	Corian Springs Dr	Bending Trails	Sealant
10	2013	Darien Vista	Ellington Way	Cul-De-Sac	Sealant
10	2013	Eldon Rock	Osborn Glade	Argyle Way	Sealant

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10	2013	Excello Path	Graham Walk	Grandin Pass	Sealant
10	2013	Goshen Grove	Graham Walk	Ashbury Lodge	Sealant
10	2013	Grandin Pass	Ashbury Lodge	Knollcreek	Sealant
10	2013	Molino Ct	Wayland Run	Cul-De-Sac	Sealant
10	2013	Tarkio Way	Osborn Glade	Cul-De-Sac	Sealant
10	2013	Wesco Blf	Argyle Way	Darien Wing	Sealant
10	2013	Wesco Loop	Rader Pass	Tanner Peak	Sealant
10	2013	Alamo Blanco	Avenida Prima	Thousand Oaks	Sealant
10	2013	Botts Ln	Ceegee Ln	Cheever Blvd	Sealant
10	2013	Briarhollow	Briarbranch	Briartrail	Sealant
10	2013	Briarknoll	Briarcrest Dr	Briarhollow	Sealant
10	2013	Briartrail	Briarcrest Dr	Briarhollow	Sealant
10	2013	Calumet Place	N New Braunfels Ave	Kenilworth Blvd	Sealant
10	2013	Chevy Chase Dr	Greenwich Blvd & Wellesley Blvd	Chevy Park	Sealant
10	2013	Chevy Park	Chevy Chase Dr	Bryn Mawr Dr	Sealant
10	2013	Cloverleaf Ave	N New Braunfels Ave	Greenwich Blvd	Sealant
10	2013	Cripple Crk	Harry Wurzbach	Cul-De-Sac	Sealant
10	2013	E Meadowlane Dr	N Meadowlane Dr	New Haven	Sealant
10	2013	E Meadowlane Dr	New Haven	Austin Hwy	Sealant
10	2013	Field Crest	W Meadowlane Dr	Bryn Mawr Dr & N Meadowlane Dr	Sealant
10	2013	Forrest Hill	Kenilworth Blvd	N Vandiver Rd	Sealant
10	2013	Greenwich Blvd	Wellesley Blvd	N Meadowlane Dr	Sealant
10	2013	Harmon Dr	Greenwich Blvd	N Vandiver Rd	Sealant
10	2013	Harper's Bend Dr	Burning Crk	Misty Bend Dr	Sealant
10	2013	Jacques	N Weidner Rd	Overlook Dr	Sealant
10	2013	Larchmont Dr	Greenwich Blvd	Seidel	Sealant
10	2013	Larkfield Dr	Larkmeadow Dr	Larkdale Dr	Sealant
10	2013	Larkwood Dr	N New Braunfels Ave	Kenilworth Blvd	Sealant
10	2013	Los Ranchitos	Alamo Blanco	Las Vegas	Sealant
10	2013	Mt Calvary	Chevy Chase Dr	Austin Hwy	Sealant
10	2013	N Meadowlane Dr	Field Crest & Bryn Mawr Dr	E Meadowlane Dr	Sealant
10	2013	N Vandiver Rd	Cave Ln	Ne Loop 410 Access Rd	Sealant
10	2013	N Vandiver Rd	Eisenhauer Rd	Wyndale	Sealant
10	2013	New Haven	W Meadowlane Dr	E Meadowlane Dr	Sealant
10	2013	Northridge Dr	Kenilworth Blvd	Seidel	Sealant

City of San Antonio  
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10	2013	Overlook Dr	Joe Lee	Sherri Ann Rd	Sealant
10	2013	Primwood	Colewood	Dead End Or Cul De Sac	Sealant
10	2013	Redland Rd	Bulverde Pt	Jones Maltsberger Rd	Sealant
10	2013	Redland Rd	Bulverde Pt	Jones Maltsberger Rd	Sealant
10	2013	Redland Rd	Jones Maltsberger Rd	N Loop 1604 E Access Rd	Sealant
10	2013	Redrock Pass	Redriver Trl	Cul-De-Sac	Sealant
10	2013	Ridge Forest Dr	Ridge Meadow Dr	Ridge Hill Dr	Sealant
10	2013	Ridge Pass Dr	Ridge Meadow Dr	Ridge Hill Dr	Sealant
10	2013	Ridge Tree Dr	Ridge Meadow Dr	Ridge Hill Dr	Sealant
10	2013	Roundtree	Overlook Dr	Suddith	Sealant
10	2013	Saint Leger	Freeman's Farm	Little Brandywine	Sealant
10	2013	Seidel	Eisenhauer Rd	Larkwood Dr	Sealant
10	2013	Spring Gate	Spring Crossing	Cul-De-Sac	Sealant
10	2013	Suddith	N Weidner Rd	Overlook Dr	Sealant
10	2013	Teecee Ln	Ne Loop 410 Access Rd	Cheever Blvd	Sealant
10	2013	Tesoro Dr	Ne Loop 410 Access Rd	Broadway	Sealant
10	2013	Tradeway	Ceegee Ln	Tesoro Dr	Sealant
10	2013	Wellesley Blvd	Greenwich Blvd & Chevy Chase Dr	Mt Calvary	Sealant
10	2013	Wenzel Rd	Judson Rd	Toepperwein Rd	Sealant
10	2014	Briarwest	Briarmist	Dead End	Rehabilitation
10	2014	Cadbury	Rowe Dr	Cul-De-Sac	Rehabilitation
10	2014	Charro Ln	Chisolm Trl	Hitching Post	Rehabilitation
10	2014	Cobblehill	Bell Dr	Cul-de-sac	Rehabilitation
10	2014	Desert View Dr	Kimbrow	Perrin Beitel	Rehabilitation
10	2014	E Evans Rd	Cosa City Limits	W Green Mountain Rd	Rehabilitation
10	2014	Flicker Dr	Bobwhite Dr	Greenjay Dr	Rehabilitation
10	2014	Hunting Valley	Stahl Rd	Oriskany	Rehabilitation
10	2014	Lost Crk	Judson Rd	Oak Rock	Rehabilitation
10	2014	Mabelle Dr	N Weidner Rd	Dead End	Rehabilitation
10	2014	Preston Pass Dr	Preston Court Dr	Preston Hall Dr	Rehabilitation
10	2014	Rowe Dr	Thousand Oaks	Dead End	Rehabilitation
10	2014	Sherri Ann Rd	Randolph Blvd	Crestway Rd	Rehabilitation
10	2014	Silver Fox	Willow Run	Dead End	Rehabilitation
10	2014	Spring Star	Spring Moon	Spring Night	Rehabilitation
10	2014	Summer Susie	Prime Time	Cul-De-Sac	Rehabilitation

**City of San Antonio  
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10	2014	Thousand Oaks	Schertz Rd	IH 35 N Access Rd	Rehabilitation
10	2014	Toepperwein Rd	IH 35 N Access Rd	Lookout Rd	Rehabilitation
10	2014	Wood Breeze	Stoney Climb	Crested Grove	Rehabilitation
10	2014	Belair Bay	Corian Springs Dr	Bending Elms	Sealant
10	2014	Canaan Cross	Molino Ct	Wayland Run	Sealant
10	2014	Corian Springs Dr	O'connor Rd	Bending Elms	Sealant
10	2014	Darlington Gap	Argyle Way	Arcadia Park	Sealant
10	2014	Eldon Run	Ashbury Oaks	Briley Elm	Sealant
10	2014	Ellington Way	Darien Vista	Cul-De-Sac	Sealant
10	2014	Garwood Chase	Briley Elm	Osborn Glade	Sealant
10	2014	Graham Walk	Argyle Way	Arcadia Park	Sealant
10	2014	Rader Pass	Darlington Run	Wesco Loop	Sealant
10	2014	Tanner Peak	Darlington Run	Wesco Loop	Sealant
10	2014	Wayland Run	Molino Ct	Canaan Cross	Sealant
10	2014	Angora	Rambowlette	Galacino	Sealant
10	2014	Angus Dr	Rambowlette	Galacino	Sealant
10	2014	Arroyo Oak	Encanto Pass	Pecan Gap	Sealant
10	2014	Brangus	Rambowlette	Galacino	Sealant
10	2014	Calico Crk	Bulverde Pt	Bulverde Pt	Sealant
10	2014	Carbine Rd	Fancy Saddle	Old Stable Rd	Sealant
10	2014	Casa Alto	Chapala Way	Leonhardt Rd	Sealant
10	2014	Casa Bello	Casa Bonita	Casa Alto	Sealant
10	2014	Casa Bonita	Casa Bello	Leonhardt Rd	Sealant
10	2014	Casa Corona	Casa Bello	Casa Alto	Sealant
10	2014	Casa Corte	Encanta	Dead End Or Cul De Sac	Sealant
10	2014	Casa Espana	Casa Bonita	Casa Pinto	Sealant
10	2014	Casa Grande	Casa Bonita	Casa Pinto	Sealant
10	2014	Casa Linda	Casa Grande	Dead End Or Cul De Sac	Sealant
10	2014	Casa Manana	Casa Bonita	Casa Grande	Sealant
10	2014	Casa Nueva	Casa Grande	Dead End Or Cul De Sac	Sealant
10	2014	Casa Pinto	Casa Oro	Casa Grande	Sealant
10	2014	Casa Rica	Encanta	Dead End Or Cul De Sac	Sealant
10	2014	Casa Rio	El Sendero	Casa Bonita	Sealant
10	2014	Casa Rosa	Casa Grande	Dead End Or Cul De Sac	Sealant
10	2014	Casa Verde	Casa Bonita	Casa Pinto	Sealant

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10	2014	Cattleman	Nacogdoches Rd	Dead End Or Cul De Sac	Sealant
10	2014	Centerway	Moonlight Terrace	Twilight Terrace	Sealant
10	2014	Chapala Way	Schertz Rd & Thousand Oaks	Casa Alto	Sealant
10	2014	Del Oro Cir	El Sendero	Dead End Or Cul De Sac	Sealant
10	2014	Devonshire Dr	Greenwich Blvd	N Vandiver Rd	Sealant
10	2014	Doagie	Fancy Saddle	Dead End Or Cul De Sac	Sealant
10	2014	Drexel Run	Arcadia Park	Argyle Way	Sealant
10	2014	Driftwood Pass	Pecan Gap	Dead End Or Cul De Sac	Sealant
10	2014	Dublin Sq	Stahl Rd	Stahl Rd	Sealant
10	2014	Durwood Dr	Clearwood	Dead End Or Cul De Sac	Sealant
10	2014	El Arroyo	Leonhardt Rd	Linda Colonia	Sealant
10	2014	El Sueno	Los Cerdos	Gran Vista	Sealant
10	2014	Encanta	Leonhardt Rd	Casa Oro	Sealant
10	2014	Encanto Pass	Pecan Gap	Arroyo Oak	Sealant
10	2014	Fondren	Scarsdale	Dead End Or Cul De Sac	Sealant
10	2014	Galacino	Guernsey	Edgemont Dr	Sealant
10	2014	Galacino	Edgemont Dr	Short Horn	Sealant
10	2014	Gran Vista	El Sueno	Los Palacias	Sealant
10	2014	Grenadier	Mayfair Dr	Cul-De-Sac	Sealant
10	2014	Guadalajara Dr	El Sendero	Chapala Way	Sealant
10	2014	Guernsey	Charolais	Dead End Or Cul De Sac	Sealant
10	2014	Hillview Pass	Dorado Pass Dr	Dead End Or Cul De Sac	Sealant
10	2014	Hornet Crk	Carnaby Crk	Bulverde Pt	Sealant
10	2014	La Barranca St	El Sendero	Dead End Or Cul De Sac	Sealant
10	2014	La Charca Dr	Linda Colonia	La Senda	Sealant
10	2014	La Cieniga	La Charca Dr	Dead End Or Cul De Sac	Sealant
10	2014	Las Nubes	Linda Colonia	Los Palacias	Sealant
10	2014	Linda Colonia	La Charca Dr	Dead End Or Cul De Sac	Sealant
10	2014	Los Cerdos	Linda Colonia	Los Palacias	Sealant
10	2014	Los Palacias	Gran Vista	Las Nubes	Sealant
10	2014	Pebble Sound	Forest Spur	Pebble Park	Sealant
10	2014	Perchin	Rambowlette	Galacino	Sealant
10	2014	Rene	N Weidner Rd	Overlook Dr	Sealant
10	2014	Sardonyx	Eveningway	Moonstone	Sealant
10	2014	Seidel	Larchmont Dr	Austin Hwy	Sealant

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10	2014	Short Horn	Rambowlette	Galacino	Sealant
10	2014	Strong Box	Carbine Rd	Outrider	Sealant
10	2015	Aero St	Gulfmart Dr	Ceegee Ln	Rehabilitation
10	2015	Branding Iron	Stockman Dr	Dead End Or Cul De Sac	Rehabilitation
10	2015	Briarledge	Briarcrest Dr	Dead End Or Cul De Sac	Rehabilitation
10	2015	Brookhaven Dr	Hitching Post	Chisolm Trl	Rehabilitation
10	2015	Charolais	Branding Iron	Edgemont Dr	Rehabilitation
10	2015	Chisolm Trl	Sagebrush Ln	Chisolm Trl	Rehabilitation
10	2015	Corral Cir	Hitching Trl	Dead End Or Cul De Sac	Rehabilitation
10	2015	De Luna	El Marro	La Haya	Rehabilitation
10	2015	Edgemont Dr	O'connor Rd	Dead End Or Cul De Sac	Rehabilitation
10	2015	El Sonteo	La Fuente	Las Campanas	Rehabilitation
10	2015	Fallen Grove	Winter Mist	Dead End	Rehabilitation
10	2015	Fountainwood Dr	O'connor Rd	Evanswood Dr	Rehabilitation
10	2015	Fountainwood Dr	Arrowwood	Wood Oak	Rehabilitation
10	2015	Fox Crk	Willow Run	Rocky Crk	Rehabilitation
10	2015	Greystone Dr	Perrin Beitel	Baraeswood	Rehabilitation
10	2015	Haskin Rd	Wyndale	Burnside Dr	Rehabilitation
10	2015	Hitching Trl	Branding Iron	Santa Gertrudis	Rehabilitation
10	2015	Iota Dr	Nacogdoches Rd	Dead End	Rehabilitation
10	2015	Kenilworth Blvd	Burnside Dr	Northridge Dr	Rehabilitation
10	2015	Knollstream	Knollmeadow	Knollcliff	Rehabilitation
10	2015	La Fuente	El Marro	El Sonteo	Rehabilitation
10	2015	Larkwood Dr	Kenilworth Blvd	Seidel	Rehabilitation
10	2015	Las Cruces	Capotillo	El Sendero	Rehabilitation
10	2015	Mayspring	Hereford	Clover Hill	Rehabilitation
10	2015	Morgans Run	Classen Rd	Dead End Or Cul De Sac	Rehabilitation
10	2015	N Stahl Park	O'connor Rd	Higgins Rd	Rehabilitation
10	2015	Post Office Dr	Perrin Beitel	Dead End	Rehabilitation
10	2015	Quality Ln	Gulfmart Dr	Sable Ln	Rehabilitation
10	2015	Rambowlette	Edgemont Dr	Dead End Or Cul De Sac	Rehabilitation
10	2015	Redriver Dawn	Redland Crk	Palo Crest	Rehabilitation
10	2015	Sable Ln	Aero St	Broadway	Rehabilitation
10	2015	Santa Gertrudis	O'connor Rd	Hitching Trl	Rehabilitation
10	2015	Stockman Dr	Branding Iron	Dead End Or Cul De Sac	Rehabilitation

**City of San Antonio  
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10	2015	Waterford	Flourissant	Wahada	Rehabilitation
10	2015	Wyndale	Kenilworth Blvd	N Vandiver Rd	Rehabilitation
10	2015	Argyle Way	Drexel Run	Ashbury Lodge	Sealant
10	2015	Ashbury Oaks	Tanner Peak	Darien Wing	Sealant
10	2015	Bending Elms	Bending Trails	Belair Bay	Sealant
10	2015	Bending Trails	Barrel Run	Cul-De-Sac	Sealant
10	2015	Briley Elm	Ashbury Oaks	Darien Wing	Sealant
10	2015	Osborn Glade	Garwood Chase	Eldon Rock	Sealant
10	2015	Rhyse Grove	O'Connor Rd	Ashbury Oaks	Sealant
10	2015	Tampke Park	Tampke Place	Cul-De-Sac	Sealant
10	2015	Alamo Blanco	Thousand Oaks	Guadalajara Dr	Sealant
10	2015	Alamo Blanco	Guadalajara Dr	El Sendero	Sealant
10	2015	Arcadia Park	Drexel Run	Granger Patch	Sealant
10	2015	Cypress Mill Dr	Lomita Springs Dr	Legend Elm	Sealant
10	2015	El Vedado St	San Miguel	Las Vegas	Sealant
10	2015	Emden Holw	Garwood Chase	Darien Wing	Sealant
10	2015	Farber Dale	Tarkio Way	Eldon Rock	Sealant
10	2015	Fort Clinton	John Barry	Lake Champlain	Sealant
10	2015	Fox Holw	Mayfair Dr	Cul-De-Sac	Sealant
10	2015	Guadalajara Dr	Alamo Blanco	El Sendero	Sealant
10	2015	Judson Rd	N Loop 1604 E Access Rd	Nacogdoches Rd	Sealant
10	2015	La Loma	San Miguel	Las Vegas	Sealant
10	2015	La Marquesa	San Miguel	Las Vegas	Sealant
10	2015	Los Cerros	Los Ranchitos	Dead End Or Cul De Sac	Sealant
10	2015	N Vandiver Rd	Wyndale	Cave Ln	Sealant
10	2015	Palacio	Los Ranchitos	Dead End Or Cul De Sac	Sealant
10	2015	Pecan Pass	Lomita Springs Dr	Cul-De-Sac	Sealant
10	2015	Rambowlette	Edgemont Dr	Short Horn	Sealant
10	2015	Rockhill Dr	Nacogdoches Rd	N Vandiver Rd	Sealant
10	2015	San Miguel	La Loma	Leonhardt Rd	Sealant
10	2015	Stahl Rd	Higgins Rd	O'connor Rd	Sealant
10	2015	Toepperwein Rd	Nacogdoches Rd	Lookout Rd	Sealant
10	2015	Uhr Ln	Thousand Oaks	Higgins Rd	Sealant
10	2015	Villa Nava	Las Vegas	Dead End Or Cul De Sac	Sealant
10	2016	Anacacho	Stahl Rd	Swallow Dr	Rehabilitation

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10	2016	Astronaut	Mayfair Dr	Nacogdoches Rd	Rehabilitation
10	2016	Bitters Rd	Wetmore Rd	Nacogdoches Rd	Rehabilitation
10	2016	Boulder Oaks	Thousand Oaks	Le Blanc	Rehabilitation
10	2016	Broken Feather Ln	Feather Rdg	Feather Point Dr	Rehabilitation
10	2016	Butterleigh Dr	Bulverde Rd	Rowe Dr	Rehabilitation
10	2016	Cave Ln	N Vandiver Rd	Robin Rest Dr	Rehabilitation
10	2016	Crandall Place	Burnside Dr	Northridge Dr	Rehabilitation
10	2016	Dreamwood Dr	Creekwood Dr	Wood Oak	Rehabilitation
10	2016	East Country Cir	Oak Country Way	Cul-De-Sac	Rehabilitation
10	2016	Feather Nest Ln	Feather Rdg	Turkey Feather	Rehabilitation
10	2016	Feather Point Dr	Quail Valley Ln	Dead End	Rehabilitation
10	2016	Feather Rdg	Judson Rd	Quail Valley Ln	Rehabilitation
10	2016	Green Spring Dr	Elm Park Dr	Tavern Oaks	Rehabilitation
10	2016	Kenilworth Blvd	Northridge Dr	Eisenhauer Rd	Rehabilitation
10	2016	Le Blanc	Boulder Oaks	Cul-De-Sac	Rehabilitation
10	2016	Leyte	Astronaut	John Glenn	Rehabilitation
10	2016	Oak Country Way	Judson Rd	Dead End	Rehabilitation
10	2016	Salado Cliffs Dr	Salado Pkwy	Nacogdoches Rd	Rehabilitation
10	2016	Satellite	Astronaut	Titan Dr	Rehabilitation
10	2016	Shire Oak	Butterleigh Dr	Cul-De-Sac	Rehabilitation
10	2016	Stahl Rd	Dublin Sq	Classen Rd & Higgins Rd & N Stahl Park	Rehabilitation
10	2016	Tavern Oaks	Thousand Oaks	Green Spring Dr	Rehabilitation
10	2016	Titan Dr	John Glenn	Missile	Rehabilitation
10	2016	Turkey Feather	Feather Rdg	Feather Crest Ln	Rehabilitation
10	2016	Argyle Pass	Canaan Cross	Arcadia Park	Sealant
10	2016	Ashley Manor	Manes Grove	Missouri Bend	Sealant
10	2016	Erickson Blf	Marisa Place	Colton Well	Sealant
10	2016	Granger Patch	Arcadia Park	Cul-De-Sac	Sealant
10	2016	Kenna Mist	Marisa Place	Erickson Blf	Sealant
10	2016	Lancaster Gap	Arcadia Park	Cul-De-Sac	Sealant
10	2016	Manes Grove	Missouri Bend	Ashley Manor	Sealant
10	2016	Missouri Bend	Manes Grove	Ashley Manor	Sealant
10	2016	Sagerock Pass	Sandy Shoals	Tampke Place	Sealant
10	2016	Sandy Shoals	Tampke Place	Sagerock Pass	Sealant
10	2016	Secret Trails	Erickson Blf	Cul-De-Sac	Sealant



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10	2016	Spruce Stream	Missouri Bend	Cul-De-Sac	Sealant
10	2016	Twohill Pass	Colton Well	Cul-De-Sac	Sealant
10	2016	Bell Dr	Uhr Ln	Stahl Rd	Sealant
10	2016	Bluetop	Canary Ln	Dead End Or Cul De Sac	Sealant
10	2016	Briar Forrest	Briar meadow & Chatwood	Bellcrest	Sealant
10	2016	Canary Cir	Canary Ln	Dead End Or Cul De Sac	Sealant
10	2016	Canary Ln	Higgins Rd	Pelican Ln	Sealant
10	2016	Clouded Crest	Cypress Bend	Dead End Or Cul De Sac	Sealant
10	2016	Cypress Park	Cypress Bend	Misty Glen	Sealant
10	2016	Donely Place	Basin Oak	Cortland Rdg	Sealant
10	2016	El Sendero	Leonhardt Rd	Nacogdoches Rd	Sealant
10	2016	Fairway Hill	Stahl Rd	Dead End Or Cul De Sac	Sealant
10	2016	Fairway Oaks	Winding Hill	Stahl Rd	Sealant
10	2016	Farm Wood	Pleasant Vw	Dead End Or Cul De Sac	Sealant
10	2016	Hollow Hill Dr	Scarsdale	Putting Green	Sealant
10	2016	Independence Ave	O'connor Rd	Judson Rd	Sealant
10	2016	Kissing Oak	Judson Rd	Ross Oak	Sealant
10	2016	Leonhardt Rd	Encanta	N Weidner Rd	Sealant
10	2016	Misty Glen	Ross Oak	Dead End Or Cul De Sac	Sealant
10	2016	Moss Cave	Sandtrap Ln	Dead End Or Cul De Sac	Sealant
10	2016	Paloma Pass	Paloma Wood	Dead End Or Cul De Sac	Sealant
10	2016	Paloma Wood	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
10	2016	Redland Crk	Redriver Song	Redriver Dawn	Sealant
10	2016	Redriver Hill	Redriver Song	Redriver Dawn	Sealant
10	2016	Redriver Pass	Gold Canyon Rd	Dead End Or Cul De Sac	Sealant
10	2016	Redriver Song	Redland Crk	Dead End Or Cul De Sac	Sealant
10	2016	Redsky Pass	Dead End Or Cul De Sac	Dead End Or Cul De Sac	Sealant
10	2016	Scarsdale	Bulverde Rd & Thousand Oaks	Bell Dr	Sealant
10	2016	Snead Dr	Brays Forest	Landmark Hill Dr	Sealant
10	2016	Sparrow	Canary Ln	Dead End Or Cul De Sac	Sealant
10	2016	Verde Trl	Redriver Sky	Redriver Song	Sealant
10	2016	Woodbrace	Cornerstone	Scarsdale	Sealant
1,2	2014	E Josephine St	Avenue B	US Hwy 281 N Access Rd	Rehabilitation
1,5	2012	Nogalitos St	Rehmann St	W Fest St	Rehabilitation
1,5	2013	N Calaveras	W Poplar St	Ruiz St	Rehabilitation

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1.7	2012	Cincinnati Ave	N Zarzamora	S Josephine Tobin	Rehabilitation
1.7	2012	W Woodlawn	N Calaveras	N Zarzamora	Rehabilitation
1.7	2013	Danville Dr	Babcock Rd	Balcones Heights Rd	Rehabilitation
2,10	2012	Northeast Pkwy	Austin Hwy	N Sunbelt Dr	Rehabilitation
2,10	2015	E Sunbelt Dr	N Sunbelt Dr	Target	Rehabilitation
2,10	2015	N Sunbelt Dr	Northeast Pkwy	E Sunbelt Dr	Rehabilitation
2,10	2015	Target	S Sunbelt Dr	Corinne	Rehabilitation
2,3	2012	New Sulphur Spgs	Pvt Rd At 6714 New Sulphur Spgs	Blanford Rd	Rehabilitation
2,3	2012	New Sulphur Spgs	Friesenhahn St	Gardner Rd	Rehabilitation
2,3	2013	Rigsby Ave	Clark Ave	Rigsby Ave	Rehabilitation
3,4	2012	W Southcross Blvd	Commercial Ave	IH 35 S Access Rd	Rehabilitation
6,7	2012	Ingram Rd	Oakhill Rd	Quiver Dr	Rehabilitation
9,10	2012	Wetmore Rd	Broadway	Wurzbach Pkwy Access Rd	Rehabilitation
9,10	2014	Redland Rd	450 Ft East of New Beginning	470 Ft North of N Loop 1604 E Access Rd	Rehabilitation

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1	2012	Addax Dr & Mink Dr	Barbet	Panda
1	2012	Adrian Dr & Beryl Dr	Barbet	Panda
1	2012	Basswood Dr & Pilgrim Dr	Panda	Vance Jackson
1	2012	Basswood Dr & Storeywood	Panda	Vance Jackson
1	2012	Beryl Dr & Lemur Dr	Barbet	Panda
1	2012	Cherry Ridge Dr & Trudell	Panda	Vance Jackson
1	2012	Eland Dr & Latch Dr	Barbet	Panda
1	2012	Gazel Dr & Eland Dr	Barbet Dr	Panda
1	2012	Lemur Dr & Addax Dr	Barbet	Panda
1	2012	Mink Dr & Gazel Dr	Barbet	Panda
1	2012	Savannah & Future Dr	Barbet	Panda
1	2012	Trudell & Lively	Panda	Vance Jackson
2	2012	Guinevere Dr & Lancelot Dr	King Arthur	Alley A-11289
5	2012	Cass & Klein	Cass	Dead End
7	2012	Furr Dr & Donaldson Ave	Kampmann Blvd	Shearer Blvd
7	2012	Furr Dr & Donaldson Ave	Shearer Blvd	Lake Blvd
7	2012	North Dr & Club Dr	Vollum Ave	Fredericksburg Rd
7	2012	North Dr & Club Dr	Lake Blvd	Vollum Ave
7	2012	W Woodlawn & W Craig Place	Emory	Wilson Blvd
7	2012	Waverly & Kentucky Ave	Peacock Ave	Rouse
9	2012	Hillview Dr & Camellia Dr	N New Braunfels Ave	Nacogdoches Rd
10	2012	Brees Blvd & Harmon Dr	Chevy Chase Dr	Seidel
10	2012	Brees Blvd & Harmon Dr	Greenwich Blvd	Kenilworth Blvd
10	2012	Larghmont Dr & Irvington Dr	Chevy Chase Dr	Seidel
1	2013	Savannah & Future Dr	Panda	Vance Jackson
1	2013	Storeywood & Wayside	Panda	Thyer Dr
1	2013	Sullivan & Savannah	Panda	Vance Jackson
2	2013	Tropical Dr & Tallulah Dr	Molokai	Glendora
3	2013	Vanderbilt & Greer St	Piedmont Ave	S Palmetto
3	2013	Vanderbilt & Greer St	S Pine St	Piedmont Ave
4	2013	W Hutchins Place & Parnell Ave	Crenshaw St	S Zarzamora
4	2013	W Hutchins Place & Parnell Ave	Marek St	Crenshaw St
5	2013	Buena Vista St & Monterrey St	S Elmendorf	S Murry
5	2013	Castillo Ave & Hunstock Ave	Grove Ave	W Highland Blvd
5	2013	Monterrey St & Saunders	S Zarzamora	S Rosillo
5	2013	Monterrey St & Saunders	S Rosillo	S Calaveras

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5	2013	Saunders & W Durango Blvd	S Elmendorf	S Murry St
5	2013	W Commerce & Buena Vista St	S Elmendorf	S Murry
6	2013	Akron & Eldrige Ave	S San Ignacio	S San Joaquin
6	2013	Rawhide & Westoak	Westfield Blvd	Westrock Dr
6	2013	Remuda Dr & Westport Way	Westmar	Westedge Dr
7	2013	Babcock Rd & Cromwell	Wilson Blvd	Kampmann Blvd
7	2013	Cromwell & Rosemont Dr	Wilson Blvd	Kampmann Blvd
8	2013	Marlborough Dr & Hopeton	Alley A-11030	Tiffany Dr
9	2013	Oak Park & El Rancho Way	N New Braunfels Ave	Lindenwood Dr
10	2013	Chevy Chase & Bryn Mawr	Greenwich	Mt Calvary
10	2013	Chevy Chase & Bryn Mawr	Greenwich	Mt Calvary
10	2013	Chevy Chase & Bryn Mawr	Greenwich	Mt Calvary
10	2013	Northridge Dr & Tophill Rd	Kenilworth Blvd	Chevy Chase Dr
1	2014	Fennel & Cherry Ridge Dr	Panda	Vance Jackson
1	2014	Fennel & Cherry Ridge Dr	NW Loop 410 Access Rd	Panda
2	2014	Kenmar & Readwell Dr	Upland Dr	Eastwood Dr
3	2014	Haggin St & Astor	S Pine St	Piedmont Ave
3	2014	IH 10 E Access Rd & E Drexel Ave	Piedmont Ave	S Palmetto
3	2014	Rigsby Ave & Kayton Ave	S Olive St	S Pine St
4	2014	Parnell Ave & Peterson Ave	Peterson Ave	Forsen
5	2014	Saunders & W Durango Blvd	S Hamilton Ave	S Spring
5	2014	Saunders & W Durango Blvd	S Picoso	S Hamilton Ave
5	2014	W Commerce & Buena Vista St	S Murry	S Zarzamora
6	2014	Stephens Ranch & Summer Vail	Mountain Star	Rebeccas Trl
6	2014	Summer Vail & Wild Horse Run	Mountain Star	Rebeccas Trl
6	2014	Wild Horse Run & Wolf Pt	Mountain Star	Rebeccas Trl
7	2014	Alley A-10079 & Leming Dr	Kampmann	Leming Dr
7	2014	Bella Vista Dr Sunnyland	E Broadview	Cloudcroft Dr
7	2014	Rosemont Dr & Leming Dr	Wilson Blvd	Kampmann Blvd
8	2014	Fredericksburg Rd & Midvale	Ashton Place	Callaghan Rd
9	2014	Laburnum Dr & Oakhurst Place	N New Braunfels Ave	Lindenwood Dr
9	2014	Tammy & Serenade	Memory	Moonglow Dr
10	2014	Camelback Dr & Woodmen Dr	Unnamed Rd at Briarwood Dr	Scotsdale
10	2014	Larkwood Dr & Northridge Dr	Crandall Place	Kenilworth Blvd
1	2015	Shannon Lee & Sharon Dr	W Skipper Dr	E Skipper Dr
2	2015	N Hackberry St & N Olive St	Sherman St	Milan

**City of San Antonio  
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From	To	From	To	
2	2015	N Hackberry St & N Olive St	Milan	Alley A-11285
2	2015	N Hackberry St & N Olive St	Milan	Alley A-11286
3	2015	Schley Ave & Mc Kinley Ave	S Pine St	Piedmont Ave
3	2015	Schley Ave & Mc Kinley Ave	S Olive St	S Pine St
3	2015	Schley Ave & Mc Kinley Ave	Piedmont Ave	S Palmetto
3	2015	Steves Ave & Vanderbilt	S Gevers St	Nopal St
3	2015	Steves Ave & Vanderbilt	Stanfield	Nopal St
4	2015	Parnell Ave & Peterson Ave	Crenshaw St	Peterson Ave
4	2015	Parnell Ave & Peterson Ave	Marek St	Crenshaw St
5	2015	Buena Vista St & Monterrey St	S Sabinas	S Nueces
5	2015	Buena Vista St & Monterrey St	S Nueces	S Trinity
5	2015	Saunders & W Durango Blvd	S Zarzamora	S Rosillo
5	2015	Saunders & W Durango Blvd	S Rosillo	S Calaveras
7	2015	Crestview Dr & Shadyview Dr	Southhill	Glenview
7	2015	Rolling Green Dr & Sunnycrest Dr	E Broadview	Cloudcroft Dr
7	2015	Southhill & E Glenview Dr	Alley A-11229	Glencrest
7	2015	Southhill & E Glenview Dr	Alley A-11229	Crestview Dr
8	2015	Ashton Place & Winterwood	Greensboro	Midvale
8	2015	Westboro & Callaghan Rd	Greensboro	Callaghan Rd
8	2015	Westboro & Winterwood	Midvale	Greensboro
9	2015	Patricia Dr & Serenade	Memory	Moonglow Dr
10	2015	Devonshire Dr & Brees Blvd	Greenwich Blvd	Kenilworth Blvd
10	2015	Wellesley Blvd & N Meadolane Dr	Greenwich Blvd	Alley A-10222
1	2016	Glencoe & Haby	Blanco Rd	Beacon Ave
1	2016	Haby & Kinder	Milo	Beacon Ave
2	2016	Moana Dr & Bikini Dr	Molokai	Glendora
2	2016	Tomrob Dr & Kenmar	Zerrcliff	Elbel Ln
3	2016	Hammond Ave & Rigsby Ave	S Pine St	Piedmont Ave
3	2016	Rigsby Ave & Kayton Ave	Nopal St	Lux Ln
3	2016	S Gevers St & Flower	Kayton Ave	E Highland Blvd
4	2016	McCauley Ave & Rayburn Dr	Barlite Blvd	Otto St
5	2016	W Commerce & Buena Vista St	S Chupaderas	S Navidad
5	2016	W Commerce & Buena Vista St	N Hamilton Ave	S Spring
5	2016	W Commerce & Buena Vista St	S Calaveras	S Chupaderas
5	2016	W Commerce & Buena Vista St	S Spring	S Elmendorf
7	2016	Alley A-111230 & E Glenview Dr	Glencrest	Alley A-111232

**City of San Antonio  
Five-Year Alley Maintenance Program**

7	2016	E Crestline & Alley A-111232	Glencrest	Alley A-111232
7	2016	E Crestline & Southhill	Shadyview Dr	Glencrest
7	2016	Glencrest & E Glenview Dr	Alley A-111230	Alley A-111231
8	2016	Woodridge CV & woodridge Forest	Sunset Crest	Alley A-11220
8	2016	Woodridge Forest & Woodridge Blf	Woodridge Forest	Alley A-11217
9	2016	Tammy & Serenade	Moonglow	San Pedro
10	2016	Brees Blvd & Harmon Dr	Kenilworth Blvd	Chevy Chase Dr
10	2016	Ilse & Woodburry	Alley-11158	Alley-11156

**City of San Antonio  
Five-Year Drainage Maintenance Program**

1	2012	Constructed	Martinez Creek	Cincinnati Ave	N Sabinas
1	2012	Constructed	Martinez Creek	Fulton Ave	IH 10 W Access Rd
1	2012	Constructed	Martinez Creek	IH 10 W Access Rd	Fresno
1	2012	Natural	Olmos Creek Lower	San Pedro Ave	McCullough Ave
1	2012	Constructed	San Pedro Creek	W Cevallos	IH 35 S/San Pedro Creek
2	2012	Natural	Beitel Creek	NE Loop 410	Vicar Dr
2	2012	Natural	Beitel Creek	Vicar Dr	Perrin Beitel
2	2012	Constructed	Castle Lance Channel	Midcrown Dr E	Rittiman Rd
2	2012	Constructed	Rigsby/Boulder Channel	Rigsby Ave	Salado Creek
2	2012	Natural	Salado Creek	Binz-Engleman Rd	IH 35 N
2	2012	Natural	Salado Creek	E Commerce St	IH 10 E
2	2012	Natural	Salado Creek	E Houston St	E Commerce St
2	2012	Natural	Salado Creek	Eisenhauer Rd	Rittiman Rd
2	2012	Natural	Salado Creek	Gembler Rd	E Houston St
2	2012	Natural	Salado Creek	IH 10 E	Martin Luther King Dr
2	2012	Natural	Salado Creek	IH 35 N	Gembler Rd
2	2012	Natural	Salado Creek	Pershing Ave	Binz-Engleman Rd
2	2012	Natural	Salado Creek	Rittiman Rd	Pershing Ave
2	2012	Constructed	Sapphire Channel	E Houston St	Lock Lomond Ln/Kay Ann Channel
2	2012	Constructed	Woodbrook Channel	Thornwood	La Colonia
3	2012	Constructed	Avondale Channel	Clark Ave	IH 37/Avondale Ave
3	2012	Constructed	Dasa Leo @ Hicks	Hicks Ave	Pecan Valley Dr
4	2012	Constructed	Cedarvale Channel	Potranco Rd	Dugas Dr
4	2012	Constructed	Elm Valley Channel	Elm Valley	Medina Base Rd
4	2012	Constructed	Fort Donelson Channel	Five Forks	Adams Hill Dr
4	2012	Constructed	Heritage Farm Channel	Heritage Farm	Ingram Rd
4	2012	Natural	Leon Creek	Kelly Dr	Hall St
4	2012	Natural	Leon Creek	US Hwy 90 W	Kelly Dr
4	2012	Natural	Medio Creek	Confluence of Medio Creek Tributary	US Hwy 90 W
4	2012	Natural	Medio Creek	Unnamed St In Medina Annex	Medina Base Rd
4	2012	Natural	Medio Creek Tributary	Hunt Ln	Confluence of Medio Creek
5	2012	Constructed	Alazan Creek	El Paso St	Tampico St
6	2012	Natural	Culebra Creek	Culebra Rd	Timber Path
6	2012	Natural	Culebra Creek	Culebra Rd	Easterling
6	2012	Natural	Culebra Creek	Easterling	Culebra Rd
6	2012	Natural	Culebra Creek	FM 1560 N	Westwood Loop

**City of San Antonio  
Five-Year Drainage Maintenance Program**

6	2012	Natural	Culebra Creek	Old Grissom Rd	Confluence of Leon Creek
6	2012	Natural	Culebra Creek	Timber Path	Old Grissom Rd
6	2012	Natural	Culebra Creek	W Loop 1604 N	Culebra Rd
6	2012	Natural	Culebra Creek	Westwood Loop	W Loop 1604 N
6	2012	Natural	Culebra Creek Annex	Village Pkwy	Confluence of Culebra Creek
6	2012	Constructed	Hickory Grove	Meadow Knoll	Timber Creek Dr/Slick Ranch Creek
6	2012	Natural	Leon Creek	Arvil Ave	Old US Hwy 90 W
6	2012	Natural	Leon Creek	Culebra Rd	NW Loop 410
6	2012	Natural	Leon Creek	Grissom Rd	Ingram Rd
6	2012	Natural	Leon Creek	NW Loop 410	W Commerce St
6	2012	Natural	Leon Creek	Old US Hwy 90 W	US Hwy 90 W
6	2012	Natural	Leon Creek	Pinn Rd	Arvil Ave
6	2012	Natural	Leon Creek	State Hwy 151	Pinn Rd
6	2012	Natural	Leon Creek	W Commerce St	State Hwy 151
7	2012	Natural	French Creek	Bandera Rd	Guilbeau Rd
7	2012	Natural	French Creek	Guilbeau Rd	Mainland
7	2012	Natural	French Creek	Mainland	Pvt Rd at 7581 Bandera Rd
7	2012	Natural	French Creek	Pvt Rd at 7581 Bandera Rd	Confluence of Leon Creek
7	2012	Natural	Huebner Creek	Ingram Rd	Confluence of Leon Creek
7	2012	Natural	Huebner Creek	Leon Valley City Limit	Timberhill Dr
7	2012	Natural	Leon Creek	Bandera Rd	Pvt Rd at 7581 Bandera Rd
7	2012	Natural	Leon Creek	Ingram Rd	Culebra Rd
7	2012	Natural	Leon Creek	Pvt Rd at 7581 Bandera Rd	Grissom Rd
7	2012	Constructed	Zarzamora Creek	NW Loop 410 Access Rd	Evers Rd
8	2012	Natural	Olmos Creek Middle	Dreamland	NW Loop 410
8	2012	Constructed	Sunset Haven Channel	Stable Ridge Dr	Dawn Haven
8	2012	Constructed	Vantage Hill Channel	Huebner Rd	Vantage Hill Dr
9	2012	Constructed	15122 Eagle Grove	Shadow Cliff	Oak Summit
9	2012	Constructed	Baltic Channel	Larkspur	Patricia Dr
9	2012	Constructed	Braesview Channel	Larkspur	Baltic Channel
9	2012	Natural	Olmos Creek Lower	Basse	US Hwy 281 N
9	2012	Natural	Olmos Creek Lower	Devine Rd	Olmos Dam
9	2012	Natural	Olmos Creek Lower	Jones Maltsberger Rd	Jones Maltsberger Rd
9	2012	Natural	Olmos Creek Lower	Jones Maltsberger Rd	US Hwy 281 N
9	2012	Natural	Olmos Creek Lower	Olmos Dam	San Antonio River/Cathedral Park
9	2012	Natural	Olmos Creek Lower	US Hwy 281 N	Devine Rd



**City of San Antonio  
Five-Year Drainage Maintenance Program**

<b>Date</b>	<b>Year</b>	<b>Category</b>	<b>Creek</b>	<b>Drainage</b>	<b>Location</b>
9	2012	Natural	Olmos Creek Lower	US Hwy 281 N	Jones Maltsberger Rd
9	2012	Natural	Panther Springs Creek	Mission Rdg	W Bitters Rd
9	2012	Natural	Panther Springs Creek	N Loop 1604 W	Mission Rdg
9	2012	Natural	Panther Springs Creek	W Bitters Rd	Wurzbach Pkwy
9	2012	Natural	Panther Springs Creek	W North Loop Rd	Confluence of Salado Creek
9	2012	Natural	Panther Springs Creek	West Ave	W North Loop Rd
9	2012	Natural	Panther Springs Creek	Wurzbach Pkwy(Proposed)	West Ave
10	2012	Constructed	13119 Feather Point	Feather Ridge/Beitel Creek Tributary	Independence Ave
10	2012	Constructed	13125 Independence	Independence Ave	Judson Rd
10	2012	Constructed	5802 Spring Valley	Nacogdoches Rd	Creekway
10	2012	Natural	Beitel Creek	Judson Rd	Old O'Connor Rd
10	2012	Natural	Beitel Creek	N Weidner Rd	Wurzbach Pkwy
10	2012	Natural	Beitel Creek	O'Connor Rd	N Weidner Rd
10	2012	Natural	Beitel Creek	Old O'Connor Rd	O'Connor Rd
10	2012	Natural	Beitel Creek	Thousand Oaks	NE Loop 410
10	2012	Natural	Beitel Creek	Wurzbach Pkwy	Thousand Oaks
10	2012	Natural	Salado Creek	Austin Hwy	Eisenhower Rd
10	2012	Natural	Salado Creek	Nacogdoches Rd	NE Loop 410
1/9	2012	Natural	Olmos Creek Lower	McCullough Ave	Basse
10/2	2012	Natural	Salado Creek	NE Loop 410	Austin Hwy
2/10	2012	Natural	Beitel Creek	Perrin Beitel	Confluence of Salado Creek
4	2012	Natural	Medio Creek	Medina Base Rd	Covel
4	2012	Natural	Medio Creek	US Hwy 90 W	Unnamed St In Medina Annex
5/1	2012	Constructed	Alazan Creek	N Zarzamora	N Sabinas/Martinez Creek
5/3	2012	Constructed	San Pedro Creek	IH 35 S	Probandt St
6/7	2012	Natural	Huebner Creek	Timberhill Dr	Ingram Rd
1	2013	Constructed	2638 Kerry Brook	Dudley Dr	Vance Jackson
1	2013	Constructed	Beacon Channel	Beacon Ave	Olmos Creek
2	2013	Constructed	2626 Harry Wurzbach	Harry Wurzbach	Northeast Parkway
2	2013	Natural	Martinez Creek B	Walzem Rd	Gibbs-Sprawl Rd
2	2013	Constructed	Muddy Bay Channel	Meridian Farm	Jackies Farm
2	2013	Natural	Rosillo Creek	Binz-Engleman Rd	IH 10 E
2	2013	Natural	Rosillo Creek	FM 1346	Rigsby Ave
2	2013	Natural	Rosillo Creek	FM 78	Old Seguin Rd
2	2013	Natural	Rosillo Creek	Gibbs-Sprawl Rd	FM 78
2	2013	Natural	Rosillo Creek	IH 10 E	FM 1346

**City of San Antonio  
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2	2013	Natural	Rosillo Creek	Midcrown Dr E	Rittiman Rd
2	2013	Natural	Rosillo Creek	Old Seguin Rd	Binz-Engleman Rd
2	2013	Natural	Rosillo Creek	Rigsby Ave	Sinclair Rd
2	2013	Natural	Rosillo Creek	Rittiman Rd	Gibbs-Sprawl Rd
2	2013	Natural	Rosillo Creek	Sinclair Rd	New Sulphur Spgs
2	2013	Natural	Rosillo Creek	Walzem Rd	Woodlake Pkwy
2	2013	Natural	Rosillo Creek	Woodlake Pkwy	Midcrown Dr E
2	2013	Natural	Salado Creek	Martin Luther King Dr	Rice Rd
2	2013	Natural	Salado Creek	Rice Rd	Rigsby Ave
2	2013	Natural	Salado Creek	Rigsby Ave	Salado Creek Divergence
2	2013	Natural	Salado Creek	Salado Creek East	Roland Ave
2	2013	Natural	Salado Creek	Salado Creek West	Roland Ave
2	2013	Constructed	Stoneshire Channel	Kaepa Ct	La Colonia
2	2013	Constructed	Village Row Channel	Village View Dr	Ray Bon Dr
3	2013	Constructed	2424 Southcross	Gittinger/E Southcross Blvd	E Southcross Blvd
3	2013	Constructed	Esma	Siluria	S Presa St
3	2013	Natural	Leon Creek	Applewhite Rd	Confluence of Medina River
3	2013	Natural	Medina River	Confluence of Leon Creek	Pleasanton Rd
3	2013	Natural	Medina River	Pleasanton Rd	US Hwy 281 S
3	2013	Natural	Rosillo Creek	New Sulphur Spgs	S WW White Rd
3	2013	Natural	Rosillo Creek	S WW White Rd	Confluence of Salado Creek
3	2013	Natural	Salado Creek	E Southcross Blvd	SE Military Dr
3	2013	Natural	Salado Creek	IH 37 S	US Hwy 181 S
3	2013	Natural	Salado Creek	Old Corpus Christi Rd	IH 37 S
3	2013	Natural	Salado Creek	Roland Ave	Salado Creek East
3	2013	Natural	Salado Creek	Roland Ave	Salado Creek West
3	2013	Natural	Salado Creek	Salado Creek Convergence	E Southcross Blvd
3	2013	Natural	Salado Creek	SE Loop 410	Old Corpus Christi Rd
3	2013	Natural	Salado Creek	SE Military Dr	SE Loop 410
3	2013	Natural	Symphony Lane	Confluence of San Antonio River Upper	E Pyron Ave
3	2013	Natural	Symphony Lane	E Pyron Ave	Mission Pkwy
3	2013	Natural	Symphony Lane	Mission Pkwy	Confluence of San Antonio River Lower
3	2013	Natural	Symphony Lane	Mission Pkwy	Mission Pkwy
4	2013	Constructed	Adams Hill & Mossy Creek	Adams Hill Dr	Farmsville Dr
4	2013	Constructed	Indian Creek	Medina Base Rd	Ray Ellison Blvd
4	2013	Natural	Indian Creek	Elm Valley Dr	Ray Ellison Blvd

**City of San Antonio  
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4	2013	Natural	Indian Creek	End of Ithaca Dr Channel	Medina Base Rd
4	2013	Natural	Indian Creek	Five Palms Dr	Quintana Rd
4	2013	Natural	Indian Creek	IH 35 S	SW Loop 410
4	2013	Natural	Indian Creek	Medina Base Rd	Elm Valley Dr
4	2013	Natural	Indian Creek	New Laredo Hwy	IH 35 S
4	2013	Natural	Indian Creek	Quintana Rd	New Laredo Hwy
4	2013	Natural	Indian Creek	Ray Ellison Blvd	Five Palms Dr
4	2013	Natural	Leon Creek	Hall St	SW Military Dr
4	2013	Natural	Leon Creek	IH 35 S	SW Loop 410
4	2013	Natural	Leon Creek	New Laredo Hwy	IH 35 S
4	2013	Natural	Leon Creek	Quintana Rd	New Laredo Hwy
4	2013	Natural	Leon Creek	State Hwy 16 S	Applewhite Rd
4	2013	Natural	Leon Creek	SW Loop 410	City Limits
4	2013	Natural	Leon Creek	SW Military Dr	Quintana Rd
4	2013	Natural	Medio Creek	Covel	Old Pearsall Rd
5	2013	Constructed	Alazan Creek	W Poplar St	N Zarzamora
6	2013	Constructed	Shadow Run Channel	Dover Ridge	Orchid Meadows
6	2013	Natural	Slick Ranch Creek	Ingram Rd	SW Loop 410
6	2013	Natural	Slick Ranch Creek	Marbach Rd	Pinn Rd
6	2013	Natural	Slick Ranch Creek	N Hunt Ln	Potranco Rd
6	2013	Natural	Slick Ranch Creek	Pinn Rd	Confluence of Leon Creek
6	2013	Natural	Slick Ranch Creek	Potranco Rd	Ingram Rd
6	2013	Natural	Slick Ranch Creek	Rogers Rd	Westover Hills Blvd
6	2013	Natural	Slick Ranch Creek	State Hwy 151	W Military Dr
6	2013	Natural	Slick Ranch Creek	SW Loop 410	State Hwy 151
6	2013	Natural	Slick Ranch Creek	W Military Dr	Marbach Rd
6	2013	Natural	Slick Ranch Creek	W Military Dr	N Hunt Ln
6	2013	Natural	Slick Ranch Creek	Westover Hills Blvd	W Military Dr
6	2013	Constructed	Webbwood Channel	Gallery Ridge	Encino Village
6	2013	Natural	Westwood Village Creek	Old US Hwy 90 W	US Hwy 90 W
6	2013	Natural	Westwood Village Creek	Pinn Rd	Old US Hwy 90 W
7	2013	Constructed	8406 Romney	Romney	Confluence of French Creek
7	2013	Constructed	Ambling Channel	Snow Flake Dr	Timberhill Dr
7	2013	Constructed	Clearview Channel	Zarzamora Trib/E Rolling Ridge Dr	Callaghan Rd
7	2013	Constructed	Fairford Channel	Fair Ridge	E Rolling Ridge/Zarzamora Creek Trib
8	2013	Constructed	9503 Powhatan	IH 10 Access Rd	270Ft To Undeveloped Channel

**City of San Antonio  
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9	2013	Constructed	13919 Little Leaf Dr	Shingle Oak	Burning Trail
9	2013	Constructed	Tarton Channel	Colquitt	Concrete Outfall
10	2013	Constructed	5046 Sierra Madre	Nacogdoches Rd	Risada
10	2013	Constructed	Edgemont at O'Connor	Edgemont Dr	O'Connor Rd
5/1	2013	Constructed	Alazan Creek	W Martin St	S Colorado St
6/4	2013	Natural	Westwood Village Creek	US Hwy 90 W	Confluence of Leon Creek
7	2013	Constructed	Desilu Channel	Merkens	Wurzbach Rd
7/8	2013	Constructed	Desilu Channel	Bogart	Merkens
1	2014	Constructed	Martinez Creek	W Poplar St	Perez St/Alazan Creek
2	2014	Constructed	King Krest	Manhattan	IH 10 E Access Rd
2	2014	Constructed	Sinclair Channel	Sinclair Rd	Private Property
3	2014	Constructed	Brookside Channel	S Presa St	SE Loop 410 Access Rd
3	2014	Constructed	East Palfrey Channel	Anton Dr	Corfu
3	2014	Constructed	Emory Oak Outfall	Emory Oak Dr	300Ft To Undeveloped Channel
3	2014	Constructed	Spring View Channel	Gittinger	Club View
3	2014	Constructed	Verde Bosque Channel	Verde Bosque	Emory Oak Dr
4	2014	Constructed	Gun Smoke Channel	Campfire Ln	Bronco Ln
6	2014	Constructed	Brandyridge Channel	Brandyridge	Helotes Creek
6	2014	Constructed	Enchanted Sunset Channel	Sunnydell Dr & Shadowdance	Blazing Sunset
6	2014	Constructed	John Jay Channel	State Hwy 151	Marbach Rd
6	2014	Constructed	Ridge Place Channel	Ridge Breeze	Timber Path
7	2014	Constructed	9135 Autumn Storm	Autumn Sun	New Guilbeau Rd
7	2014	Constructed	Braun Farms Channel	Lockspring	Silverbrook Place
7	2014	Constructed	Stonefield Channel	Stonecroft	Stonefield Place
7	2014	Constructed	Timber Creek Channel	Still Brook	Leon Creek
8	2014	Constructed	De Zavala Business Park	De Zavala	Silicon Dr
8	2014	Constructed	Deer Haven Channel	Deer Haven Dr	Rock Creek Run
8	2014	Natural	French Creek	Beginning - 650' S of Double Spur Trl	Circle A Trl
8	2014	Natural	French Creek	Circle A Trl	FM 1560 N
8	2014	Natural	French Creek	FM 1560 N	N Loop 1604 W
8	2014	Natural	French Creek	N Loop 1604 W	S Hausman Rd
8	2014	Natural	French Creek	N Verde Dr	S Verde Dr
8	2014	Natural	French Creek	Prue Rd	N Verde Dr
8	2014	Natural	French Creek	S Hausman Rd	Prue Rd
8	2014	Natural	French Creek	S Verde Dr	Bandera Rd
8	2014	Natural	Huesta Creek	Arroyo Hondo	Ruidosa Downs

**City of San Antonio  
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8	2014	Natural	Huesta Creek	Babcock Rd	Old Babcock Rd
8	2014	Natural	Huesta Creek	Danvers	Babcock Rd
8	2014	Natural	Huesta Creek	Menchaca Rd	Arroyo Hondo
8	2014	Natural	Huesta Creek	N Loop 1604 W	W Hausman Rd
8	2014	Natural	Huesta Creek	Old Babcock Rd	Confluence of Leon Creek
8	2014	Natural	Huesta Creek	Ruidosa Downs	Sonoma Pkwy
8	2014	Natural	Huesta Creek	Sonoma Pkwy	N Loop 1604 W
8	2014	Natural	Huesta Creek	W Hausman Rd	Danvers
8	2014	Natural	Leon Creek	Babcock Rd	Prue Rd
8	2014	Natural	Leon Creek	Baywater Stage	IH 10 W
8	2014	Natural	Leon Creek	Camp Bullis Rd	Old Camp Bullis Rd
8	2014	Natural	Leon Creek	Dominion Dr	Pvt Rd
8	2014	Natural	Leon Creek	IH 10 W	Dominion Dr
8	2014	Natural	Leon Creek	IH 10 W	N Loop 1604 W
8	2014	Natural	Leon Creek	N Loop 1604 W	Utsa Blvd
8	2014	Natural	Leon Creek	Old Babcock Rd	Babcock Rd
8	2014	Natural	Leon Creek	Old Camp Bullis Rd	Vance Jackson
8	2014	Natural	Leon Creek	Pvt St	Pvt St at 20644 IH 10
8	2014	Natural	Leon Creek	Pvt St at 20644 IH 10	Camp Bullis Rd
8	2014	Natural	Leon Creek	Utsa Blvd	W Hausman Rd
8	2014	Natural	Leon Creek	Vance Jackson	IH 10 W
8	2014	Natural	Leon Creek	W Hausman Rd	Old Babcock Rd
8	2014	Natural	Maverick Creek	Camp Bullis Rd	Seco Crk
8	2014	Natural	Maverick Creek	Chase Hill Blvd	N Loop 1604 W
8	2014	Natural	Maverick Creek	N Loop 1604 W	Utsa Blvd
8	2014	Natural	Maverick Creek	Old Babcock Rd	Confluence of Leon Creek
8	2014	Natural	Maverick Creek	Seco Crk	Chase Hill Blvd
8	2014	Natural	Maverick Creek	Utsa Blvd	W Hausman Rd
8	2014	Natural	Maverick Creek	W Hausman Rd	Old Babcock Rd
8	2014	Constructed	Oakcreek Channel	Northampton	Vance Jackson
8	2014	Natural	Olmos Creek Middle	George Rd	Lockhill-Selma Rd
8	2014	Natural	Olmos Creek Middle	Huebner Rd	George Rd
8	2014	Natural	Olmos Creek Middle	Lockhill-Selma Rd	Wurzbach Rd
8	2014	Natural	Olmos Creek Middle	Wurzbach Rd	Dreamland
8	2014	Natural	West Fork Olmos Creek Lower	Huebner Rd	Sleepy Holw
8	2014	Natural	West Fork Olmos Creek Lower	Orsinger Ln	Wurzbach Rd

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8	2014	Natural	West Fork Olmos Creek Lower	Sleepy Holw	Orsinger Ln
8	2014	Natural	West Fork Olmos Creek Lower	Wurzbach Rd	Confluence of Olmos Creek
9	2014	Natural	Lorence Creek	Henderson Pass	Jones Maltsberger Rd
9	2014	Natural	Lorence Creek	Jones Maltsberger Rd	Pvt Rd
9	2014	Natural	Lorence Creek	Ledgestone Dr	Thousand Oaks
9	2014	Natural	Lorence Creek	N Loop 1604 E	Sagecrest Dr
9	2014	Natural	Lorence Creek	NE Entrance Rd	Confluence of Salado Creek
9	2014	Natural	Lorence Creek	Pvt Rd	Pvt Rd
9	2014	Natural	Lorence Creek	Pvt Rd	Starcrest Dr
9	2014	Natural	Lorence Creek	Sagecrest Dr	Yosemite
9	2014	Natural	Lorence Creek	Shadow Cliff	Henderson Pass
9	2014	Natural	Lorence Creek	Springhill	Ledgestone Dr
9	2014	Natural	Lorence Creek	Starcrest Dr	NE Entrance Rd
9	2014	Natural	Lorence Creek	Thousand Oaks	Shadow Cliff
9	2014	Natural	Lorence Creek	US Hwy 281 N	Springhill
9	2014	Natural	Lorence Creek	Yosemite	Donella Dr
9	2014	Natural	Mud Creek	Pvt Rd	Wurzbach Pkwy
9	2014	Natural	Mud Creek	Thousand Oaks	Pvt Rd
9	2014	Natural	Mud Creek	Wurzbach Pkwy	Confluence of Salado Creek
9	2014	Natural	Salado Creek	Bitters Rd	NE Entrance Rd
9	2014	Natural	Salado Creek	Blanco Rd	Vista Del Norte
9	2014	Natural	Salado Creek	Jones Maltsberger Rd	Bitters Rd
9	2014	Natural	Salado Creek	N Loop 1604 W	Huebner Rd
9	2014	Natural	Salado Creek	NE Entrance Rd	Wetmore Rd
9	2014	Natural	Salado Creek	North Loop Rd	US Hwy 281 N
9	2014	Natural	Salado Creek	Unnamed St In Camp Bullis	N Loop 1604 W
9	2014	Natural	Salado Creek	US Hwy 281 N	Jones Maltsberger Rd
9	2014	Natural	Salado Creek	Vista Del Norte	West Ave
9	2014	Natural	Salado Creek	West Ave	North Loop Rd
9	2014	Natural	West Elm Creek	Beginning - 700' S of E Evans Rd	Encino Rio
10	2014	Constructed	15026 Elm Park	Green Spring Dr	Mud Creek Tributary
10	2014	Constructed	5730 Lark Meadow	Larkplace Dr	Larkabbey Dr
10	2014	Constructed	Creekway Channel	Spring Pebble	Spring Coral
10	2014	Natural	Mud Creek	Jones Maltsberger Rd	Thousand Oaks
10	2014	Natural	Mud Creek	N Loop 1604 E	Jones Maltsberger Rd
10	2014	Natural	Salado Creek	Wetmore Rd	Nacogdoches Rd

**City of San Antonio  
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10	2014	Constructed	St James Place Channel	Bulverde Rd	Wetmore Knoll
6/4	2014	Constructed	Gun Smoke Channel	Hackamore Ln	Campfire Ln
7/8	2014	Natural	Leon Creek	Prue Rd	Bandera Rd
8/9	2014	Natural	Salado Creek	Huebner Rd	Blanco Rd
9	2014	Natural	Lorence Creek	Donella Dr	US Hwy 281 N
9/10	2014	Natural	West Elm Creek	Encino Rio	Gold Canyon Rd
9/10	2014	Natural	West Elm Creek	Gold Canyon Rd	N Loop 1604 E
1	2015	Constructed	Contour & Howard	Basse	W Contour Dr
1	2015	Constructed	Olmos Creek	Blanco Rd	San Pedro Ave
1	2015	Constructed	Olmos Creek	Jackson-Keller	Blanco Rd
1	2015	Natural	Olmos Creek Lower	San Pedro Ave	McCullough Ave
2	2015	Natural	Beitel Creek	NE Loop 410	Vicar Dr
2	2015	Natural	Beitel Creek	Vicar Dr	Perrin Beitel
2	2015	Constructed	Glacier Sun Channel	Sunrise Cliff Dr	Glacier Sun Dr
2	2015	Constructed	Kilgore Channel	Kilgore	Weichold Rd
2	2015	Constructed	Rosillo Creek Channel	Ackerman Rd	Rosillo Creek
2	2015	Natural	Salado Creek	Binz-Engleman Rd	IH 35 N
2	2015	Natural	Salado Creek	E Commerce St	IH 10 E
2	2015	Natural	Salado Creek	E Houston St	E Commerce St
2	2015	Natural	Salado Creek	Eisenhauer Rd	Rittiman Rd
2	2015	Natural	Salado Creek	Gembler Rd	E Houston St
2	2015	Natural	Salado Creek	IH 10 E	Martin Luther King Dr
2	2015	Natural	Salado Creek	IH 35 N	Gembler Rd
2	2015	Natural	Salado Creek	Pershing Ave	Binz-Engleman Rd
2	2015	Natural	Salado Creek	Rittiman Rd	Pershing Ave
2	2015	Constructed	Sunrise Channel	Misty Springs Dr	Sun Falls
2	2015	Constructed	Walzem Creek Channel	Walzem Rd	Walzem Creek
2	2015	Constructed	Woodbrook Channel	Kaepa Ct	Thornwood
3	2015	Constructed	139 Juniper	Lemay Rd	Juniper St
3	2015	Constructed	300 Garnett @ Proctor	Garnett Ave	Commercial Tributary
3	2015	Constructed	Siluria @ Sligo - Esma	Sligo St	S Presa St
3	2015	Natural	Symphony Lane	Confluence of San Antonio River Upper	E Pyron Ave
3	2015	Natural	Symphony Lane	E Pyron Ave	Mission Pkwy
3	2015	Natural	Symphony Lane	Mission Pkwy	Mission Pkwy
3	2015	Natural	Symphony Lane	Mission Pkwy	Confluence of San Antonio River Lower
4	2015	Constructed	1438 Cantrell	Aaron Place	W. Hutchins Place

**City of San Antonio  
Five-Year Drainage Maintenance Program**

4	2015	Constructed	Gillette	Rhoda Ave	S Zarzamora
4	2015	Natural	Leon Creek	Kelly Dr	Hall St
4	2015	Natural	Leon Creek	US Hwy 90 W	Kelly Dr
4	2015	Constructed	Macdona	IH 35 S Access Rd	McCauley Ave
4	2015	Natural	Medio Creek	Confluence of Medio Creek Tributary	US Hwy 90 W
4	2015	Natural	Medio Creek	Unnamed St In Medina Annex	Medina Base Rd
4	2015	Natural	Medio Creek Tributary	Hunt Ln	Confluence of Medio Creek
6	2015	Natural	Culebra Creek	Culebra Rd	Timber Path
6	2015	Natural	Culebra Creek	Culebra Rd	Easterling
6	2015	Natural	Culebra Creek	Easterling	Culebra Rd
6	2015	Natural	Culebra Creek	FM 1560 N	Westwood Loop
6	2015	Natural	Culebra Creek	Old Grissom Rd	Confluence of Leon Creek
6	2015	Natural	Culebra Creek	Timber Path	Old Grissom Rd
6	2015	Natural	Culebra Creek	W Loop 1604 N	Culebra Rd
6	2015	Natural	Culebra Creek	Westwood Loop	W Loop 1604 N
6	2015	Natural	Culebra Creek Annex	Village Pkwy	Confluence of Culebra Creek
6	2015	Natural	Leon Creek	Arvil Ave	Old US Hwy 90 W
6	2015	Natural	Leon Creek	Culebra Rd	NW Loop 410
6	2015	Natural	Leon Creek	Grissom Rd	Ingram Rd
6	2015	Natural	Leon Creek	NW Loop 410	W Commerce St
6	2015	Natural	Leon Creek	Old US Hwy 90 W	US Hwy 90 W
6	2015	Natural	Leon Creek	Pinn Rd	Arvil Ave
6	2015	Natural	Leon Creek	State Hwy 151	Pinn Rd
6	2015	Natural	Leon Creek	W Commerce St	State Hwy 151
6	2015	Constructed	Roan Brook	Impala Summit	Senisa Springs
6	2015	Constructed	Timber View	Timber View Dr	Grissom Circle
6	2015	Natural	Westwood Village Creek	Old US Hwy 90 W	US Hwy 90 W
6	2015	Natural	Westwood Village Creek	Pinn Rd	Old US Hwy 90 W
6	2015	Natural	Westwood Village Creek	US Hwy 90 W	Confluence of Leon Creek
7	2015	Constructed	3253 Hillcrest	NW Loop 410 Access Rd	Hillcrest Dr
7	2015	Constructed	3800 Majestic	E Horseshoe Bend	Majestic Dr
7	2015	Natural	French Creek	Bandera Rd	Guilbeau Rd
7	2015	Natural	French Creek	Guilbeau Rd	Mainland
7	2015	Natural	French Creek	Mainland	Pvt Rd at 7581 Bandera Rd
7	2015	Natural	French Creek	Pvt Rd at 7581 Bandera Rd	Confluence of Leon Creek
7	2015	Natural	Huebner Creek	Ingram Rd	Confluence of Leon Creek



**City of San Antonio  
Five-Year Drainage Maintenance Program**

7	2015	Natural	Huebner Creek	Leon Valley City Limit	Timberhill Dr
7	2015	Natural	Leon Creek	Bandera Rd	Pvt Rd at 7581 Bandera Rd
7	2015	Natural	Leon Creek	Ingram Rd	Culebra Rd
7	2015	Natural	Leon Creek	Pvt Rd at 7581 Bandera Rd	Grissom Rd
7	2015	Constructed	Silent Hills	Silent Oaks	Peaceful Hills
7	2015	Constructed	Thunder Bird	Camino Real	Concrete Channel
8	2015	Natural	Olmos Creek Middle	Dreamland	NW Loop 410
8	2015	Constructed	Stable Farm	Dezavala Rd	Stable Pass
9	2015	Natural	Olmos Creek Lower	Basse	US Hwy 281 N
9	2015	Natural	Olmos Creek Lower	Devine Rd	Olmos Dam
9	2015	Natural	Olmos Creek Lower	Jones Maltsberger Rd	Jones Maltsberger Rd
9	2015	Natural	Olmos Creek Lower	Jones Maltsberger Rd	US Hwy 281 N
9	2015	Natural	Olmos Creek Lower	Olmos Dam	San Antonio River/Cathedral Park
9	2015	Natural	Olmos Creek Lower	US Hwy 281 N	Devine Rd
9	2015	Natural	Olmos Creek Lower	US Hwy 281 N	Jones Maltsberger Rd
9	2015	Natural	Panther Springs Creek	Mission Rdg	W Bitters Rd
9	2015	Natural	Panther Springs Creek	N Loop 1604 W	Mission Rdg
9	2015	Natural	Panther Springs Creek	W Bitters Rd	Wurzbach Pkwy
9	2015	Natural	Panther Springs Creek	W North Loop Rd	Confluence of Salado Creek
9	2015	Natural	Panther Springs Creek	West Ave	W North Loop Rd
9	2015	Natural	Panther Springs Creek	Wurzbach Pkwy	West Ave
10	2015	Constructed	5507 Colewood	O'Connor Rd	Dreamwood Dr
10	2015	Natural	Beitel Creek	Judson Rd	Old O'Connor Rd
10	2015	Natural	Beitel Creek	N Weidner Rd	Wurzbach Pkwy
10	2015	Natural	Beitel Creek	O'Connor Rd	N Weidner Rd
10	2015	Natural	Beitel Creek	Old O'Connor Rd	O'Connor Rd
10	2015	Natural	Beitel Creek	Thousand Oaks	NE Loop 410
10	2015	Natural	Beitel Creek	Wurzbach Pkwy	Thousand Oaks
10	2015	Constructed	Corian Springs at Water Point	Corian Springs Dr	Encanto Creek Dr
10	2015	Constructed	Feather Ridge Channel	Judson Rd	Feather Ridge
10	2015	Constructed	Fertile Valley Channel	Charolais	O'Connor Rd
10	2015	Constructed	Fertile Valley Channel	Santa Gertrudis	Charolais
10	2015	Constructed	Oak Grove Channel	Edgecrest	Starcrest Dr
10	2015	Natural	Salado Creek	Austin Hwy	Eisenhauer Rd
10	2015	Natural	Salado Creek	Nacogdoches Rd	NE Loop 410
10	2015	Constructed	Terrell Park Channel	Northeast Pkwy	Avalon Apartments

**City of San Antonio  
Five-Year Drainage Maintenance Program**

1/9	2015	Natural	Olmos Creek Lower	McCullough Ave	Basse
10/2	2015	Natural	Salado Creek	NE Loop 410	Austin Hwy
2/10	2015	Natural	Beitel Creek	Perrin Beitel	Confluence of Salado Creek
4	2015	Natural	Medio Creek	Medina Base Rd	Covel
4	2015	Natural	Medio Creek	US Hwy 90 W	Unnamed St In Medina Annex
5	2015	Constructed	Zarzamora Creek	W Commerce St	N General McMullen
6/7	2015	Natural	Huebner Creek	Timberhill Dr	Ingram Rd
1	2016	Constructed	San Pedro Creek	Guadalupe St	Camp St
2	2016	Natural	Martinez Creek B	Walzem Rd	Gibbs-Sprawl Rd
2	2016	Constructed	Martinez Creek Tributary	Kilgore	Langdon Rd
2	2016	Natural	Rosillo Creek	Binz-Engleman Rd	IH 10 E
2	2016	Natural	Rosillo Creek	FM 1346	Rigsby Ave
2	2016	Natural	Rosillo Creek	FM 78	Old Seguin Rd
2	2016	Natural	Rosillo Creek	Gibbs-Sprawl Rd	FM 78
2	2016	Natural	Rosillo Creek	IH 10 E	FM 1346
2	2016	Natural	Rosillo Creek	Midcrown Dr E	Rittiman Rd
2	2016	Natural	Rosillo Creek	Old Seguin Rd	Binz-Engleman Rd
2	2016	Natural	Rosillo Creek	Rigsby Ave	Sinclair Rd
2	2016	Natural	Rosillo Creek	Rittiman Rd	Gibbs-Sprawl Rd
2	2016	Natural	Rosillo Creek	Sinclair Rd	New Sulphur Spgs
2	2016	Natural	Rosillo Creek	Walzem Rd	Woodlake Pkwy
2	2016	Natural	Rosillo Creek	Woodlake Pkwy	Midcrown Dr E
2	2016	Natural	Salado Creek	Martin Luther King Dr	Rice Rd
2	2016	Natural	Salado Creek	Rice Rd	Rigsby Ave
2	2016	Natural	Salado Creek	Rigsby Ave	Salado Creek Divergence
2	2016	Natural	Salado Creek	Salado Creek East	Roland Ave
2	2016	Natural	Salado Creek	Salado Creek West	Roland Ave
2	2016	Constructed	Weebles Channel	Weebles Dr	Concrete Channel
3	2016	Natural	Leon Creek	Applewhite Rd	Confluence of Medina River
3	2016	Natural	Medina River	Confluence of Leon Creek	Pleasanton Rd
3	2016	Natural	Medina River	Pleasanton Rd	US Hwy 281 S
3	2016	Natural	Rosillo Creek	New Sulphur Spgs	S WW White Rd
3	2016	Natural	Rosillo Creek	S WW White Rd	Confluence of Salado Creek
3	2016	Natural	Salado Creek	E Southcross Blvd	SE Military Dr
3	2016	Natural	Salado Creek	IH 37 S	US Hwy 181 S
3	2016	Natural	Salado Creek	Old Corpus Christi Rd	IH 37 S

**City of San Antonio  
Five-Year Drainage Maintenance Program**

3	2016	Natural	Salado Creek	Roland Ave	Salado Creek East
3	2016	Natural	Salado Creek	Roland Ave	Salado Creek West
3	2016	Natural	Salado Creek	Salado Creek Convergence	E Southcross Blvd
3	2016	Natural	Salado Creek	SE Loop 410	Old Corpus Christi Rd
3	2016	Natural	Salado Creek	SE Military Dr	SE Loop 410
3	2016	Natural	Symphony Lane	Confluence of San Antonio River Upper	E Pyron Ave
3	2016	Natural	Symphony Lane	E Pyron Ave	Mission Pkwy
3	2016	Natural	Symphony Lane	Mission Pkwy	Mission Pkwy
3	2016	Natural	Symphony Lane	Mission Pkwy	Confluence of San Antonio River Lower
4	2016	Constructed	Grand Valley Channel	Elm Valley Dr	Ray Ellison Blvd
4	2016	Natural	Indian Creek	Elm Valley Dr	Ray Ellison Blvd
4	2016	Natural	Indian Creek	End of Ithaca Dr. Channel	Medina Base Rd
4	2016	Natural	Indian Creek	Five Palms Dr	Quintana Rd
4	2016	Natural	Indian Creek	IH 35 S	SW Loop 410
4	2016	Natural	Indian Creek	Medina Base Rd	Elm Valley Dr
4	2016	Natural	Indian Creek	New Laredo Hwy	IH 35 S
4	2016	Natural	Indian Creek	Quintana Rd	New Laredo Hwy
4	2016	Natural	Indian Creek	Ray Ellison Blvd	Five Palms Dr
4	2016	Natural	Leon Creek	Hall St	SW Military Dr
4	2016	Natural	Leon Creek	IH 35 S	SW Loop 410
4	2016	Natural	Leon Creek	New Laredo Hwy	IH 35 S
4	2016	Natural	Leon Creek	Quintana Rd	New Laredo Hwy
4	2016	Natural	Leon Creek	State Hwy 16 S	Applewhite Rd
4	2016	Natural	Leon Creek	SW Loop 410	City Limits
4	2016	Natural	Leon Creek	SW Military Dr	Quintana Rd
4	2016	Natural	Medio Creek	Covel	Old Pearsall Rd
4	2016	Constructed	Rose Valley Channel	SW Loop 410 Access Rd	Bright Valley Channel
4	2016	Constructed	Trading Post Channel	War Horse Dr	Seacliff
5	2016	Constructed	Apache Creek	N General McMullen	Ruiz St
5	2016	Constructed	Apache Creek	S Zarzamora	S Trinity
5	2016	Constructed	Apache Creek	SW 19Th St	El Paso St
5	2016	Constructed	Bandera Branch Creek	Culebra Rd	W Poplar St
6	2016	Constructed	Culebra Creek Tributary Channel	Grissom Rd	Bobtail
6	2016	Constructed	Potranco Channel	Potranco Rd	Richland Hills Dr
6	2016	Natural	Slick Ranch Creek	Ingram Rd	SW Loop 410
6	2016	Natural	Slick Ranch Creek	Marbach Rd	Pinn Rd

**City of San Antonio  
Five-Year Drainage Maintenance Program**

6	2016	Natural	Slick Ranch Creek	N Hunt Ln	Potranco Rd
6	2016	Natural	Slick Ranch Creek	Pinn Rd	Confluence of Leon Creek
6	2016	Natural	Slick Ranch Creek	Potranco Rd	Ingram Rd
6	2016	Natural	Slick Ranch Creek	Rogers Rd	Westover Hills Blvd
6	2016	Natural	Slick Ranch Creek	State Hwy 151	W Military Dr
6	2016	Natural	Slick Ranch Creek	SW Loop 410	State Hwy 151
6	2016	Natural	Slick Ranch Creek	W Military Dr	Marbach Rd
6	2016	Natural	Slick Ranch Creek	W Military Dr	N Hunt Ln
6	2016	Natural	Slick Ranch Creek	Westover Hills Blvd	W Military Dr
6	2016	Constructed	Timber Lodge Channel	Timberhurst	Timber Knoll
6	2016	Constructed	Valley Trails Channel	Dover Ridge	Ridge Path
6	2016	Natural	Westwood Village Creek	Old US Hwy 90 W	US Hwy 90 W
6	2016	Natural	Westwood Village Creek	Pinn Rd	Old US Hwy 90 W
6	2016	Constructed	Zarzamora Creek	Belcross St	SW 39Th St
6	2016	Constructed	Zarzamora Creek	SW 39Th St	W Commerce St
7	2016	Constructed	Prue Channel	Prue Rd	Horn Blvd
7	2016	Constructed	Zarzamora Creek	Culebra Rd	Rubidoux
7	2016	Constructed	Zarzamora Creek	Hemphill Dr	Culebra Rd
8	2016	Constructed	Aspen Park Channel	Cherry Park Dr	Autumn Park
8	2016	Constructed	Autumn Vista Channel	Hart Field	Calderwood/Huebner Creek
8	2016	Constructed	Eastwood Channel	Purdue Valley	Bristlewood
8	2016	Constructed	Ewing Halsel	Ewing Halsel	Floyd Curl
8	2016	Constructed	Gardendale Channel	Bluemel	Datapoint
8	2016	Constructed	Huntsman Lake Channel	Bamberger Way	Maple Park Dr/Cedar Park Channel
8	2016	Constructed	Louis Pasteur Channel	Louis Pasteur	Babcock Rd
9	2016	Constructed	Budding Channel	Jones Maltsberger Rd	Lotus Blossom
10	2016	Constructed	Avalon Apartments	Avalon Apartments	Corinne
10	2016	Constructed	Cerro Vista Channel	Cerro Vista St	La Barranca
10	2016	Constructed	Galacino Channel	Edgemont Dr	Santa Gertrudis
10	2016	Constructed	Higgins Channel	Higgins Rd	Ghent/Beitel Creek
10	2016	Constructed	Nacogdoches Channel	Nacogdoches Rd	El Sendero
10	2016	Constructed	Old O'Connor Channel	O'Connor Rd	Lookout Rd
10	2016	Constructed	Perrin Beitel Channel	Perrin Beitel	Rock Croft
10	2016	Constructed	Sunup Channel	Flair Wood Dr	Lookout Rd
6/4	2016	Natural	Westwood Village Creek	US Hwy 90 W	Confluence of Leon Creek

**City of San Antonio  
Five-Year Sidewalk Program**

1	2012	Blanco Rd	W Woodlawn	W Summit	Both Sides
1	2012	El Monte Blvd	Catalina	Santa Paula	Both Sides
2	2012	Lanark Dr	Austin Hwy	Elkhorn Dr	North Side
2	2012	S Hackberry St	Aransas Ave	Westfall Ave	Both Sides
3	2012	Hot Wells	IH 37 S Access Rd	Clark Ave	North Side
3	2012	Pecan Valley Dr	Pool Dr	Dollarhide Ave	West Side
3	2012	Probandt St	W Mitchell St	River View Dr	Both Sides
4	2012	Price	Holder Ave	Carmel Ave	South Side
4	2012	Stagecoach Ln	Hackamore Ln	Spur Dr	South Side
5	2012	S Brazos St	Buena Vista St	S Laredo St	West Side
6	2012	Akron	S San Joaquin	SW 34th St	North Side
6	2012	Akron	S San Joaquin	SW 34th St	South Side
7	2012	Cincinnati Ave	Wilson Blvd	Bandera Rd	South Side
7	2012	City View Dr	E Sunshine	Hillcrest Dr	North Side
8	2012	Babcock Rd	Louis Pasteur	Merton Minter	North Side
8	2012	De Zavala Rd	UPRR	Brandeis	South Side
8	2012	Floyd Curl	Louis Pasteur	UT Health Science Center Driveway	South Side
8	2012	Prue Rd & Horn Blvd	Prue Rd	Horn Blvd	Intersection Only
9	2012	Dutch Myrtle Dr	Perennial	Synandra	Both Sides
9	2012	E Hildebrand Ave	Shook Ave	E Hildebrand Ave	North Side
9	2012	Wilderness Oak	Blanco Rd	Promontory Circle	Both Sides
9	2012	Devine	Mt. Erin Pass	UIW Pharmacy School	East Side
10	2012	Harry Wurzbach	Oakwell Farms Pkwy	NE Loop 410 Access Rd	East Side
10	2012	N Vandiver Rd	Austin Hwy	Eisenhower Rd	Both Sides
CBD	2012	Alamo	Travis	3rd	West Side
CBD	2012	Camaron St	Houston	Commerce	East Side
CBD	2012	Camaron St	Houston	Commerce	West Side
CBD	2012	College and Losoya	College	Losoya	Curb Ramp
CBD	2012	Commerce and Soledad	Commerce	Soledad	Curb Ramp
CBD	2012	Dwyer St	Villita	Nueva	East Side
CBD	2012	Flores St	Pecan	Salinas	West Side
CBD	2012	Flores St	Salinas	Travis	West Side
CBD	2012	Houston and Losoya	Houston	Losoya	Curb Ramp
CBD	2012	Jack White St	Villita	Nueva	Both Sides
CBD	2012	Jefferson St	Pecan	Travis	East Side
CBD	2012	Laredo	Houston	Commerce	East Side

**Sidewalks**

**City of San Antonio  
Five-Year Sidewalk Program**

CBD	2012	Market St	Presa	Alamo	North Side
CBD	2012	Navarro and College	Navarro	College	Curb Ramp
CBD	2012	Navarro and Crockett	Navarro	Crockett	Curb Ramp
CBD	2012	Nueva at St Mary's	Nueva	Saint Marys	Curb Ramp
CBD	2012	Nueva St	Presa	St. Mary's	North Side
CBD	2012	Nueva St	Presa	River	South Side
CBD	2012	Presa St	Villita	Nueva	West Side
CBD	2012	Soledad St	Houston	Commerce	East Side
CBD	2012	St. Mary's St	Nueva	Durango	Both Sides
CBD	2012	St. Mary's St	Saint Marys	Market	Curb Ramp
CBD	2012	St. Mary's St	Houston	Crockett	East Side
CBD	2012	Travis and Jefferson	Travis	Jefferson	Curb Ramp
CBD	2012	Travis and Navarro	Travis	Narvarro	Curb Ramp
CBD	2012	Travis St	Alamo	Broadway	South Side
CBD	2012	Travis St	Jefferson	Broadway	North Side
1	2013	Fresno	Beacon Ave	Blanco Rd	Both Sides
1	2013	Santa Monica	San Pedro Ave	Blanco Rd	North Side
1	2013	El Monte Blvd	West Ave	Santa Paula	Both Sides
2	2013	Essex St	Piedmont Ave	S New Braunfels Ave	North Side
2	2013	S Hackberry St	Westfall Ave	E/W Drexel Ave	West Side
3	2013	E Theo Ave	S Flores St	Lancaster	South Side
3	2013	Roland Ave	Greco Dr	S WW White Rd	West Side
3	2013	S Hackberry St	Westfall Ave	W Drexel Ave	East Side
4	2013	Stagecoach Ln	Spur Dr	Gunsmoke	South Side
5	2013	Lichen	Boehmer	W Malone	Both Sides
5	2013	W Theo Ave	S Flores St	IH 35 S	South Side
6	2013	Timber View Dr	Star Creek Dr	Culebra Rd	Both Sides
7	2013	Cincinnati Ave	Wilson Blvd	Bandera Rd	North Side
7	2013	Old Tezel Rd	Braun Willow	Braun Rd	West Side
8	2013	Flint Hill	Clifton Forge Dr	Stockbridge Ln	South Side
9	2013	Broadway	E Basse	E Sunset	East Side
9	2013	Wilderness Oak	Promonrtory Circle	Hardy Oak Blvd	East Side
10	2013	Harry Wurzbach	Eisenhauer Rd	NE Loop 410 Access Rd	West Side
1	2014	Capitol	Thorain Blvd	San Angelo	West Side
2	2014	Essex St	Piedmont Ave	S New Braunfels Ave	South Side
2	2014	Holmgreen Rd	Schumacher	S WW White Rd	North Side

**City of San Antonio  
Five-Year Sidewalk Program**

3	2014	Clark Ave	Hot Wells	Coney Ave	East Side
3	2014	Clark Ave	Hot Wells	Coney Ave	West Side
3	2014	Dollarhide Ave	Skyridge Ave	E Southcross	East Side
3	2014	E Malone	S Flores St	Probandt St	Both Sides
4	2014	Hackamore Ln	Gallop	Westrock Dr	West Side
4	2014	Kindred St	Bobcat Ln	Navajo St	Both Sides
5	2014	Memorial St	Inez Ave	Culebra Rd	Both Sides
6	2014	Old US Hwy 90 W	S San Joaquin	SW 36th St	South Side
7	2014	NW 36Th St	Bangor St	W Woodlawn	Both Sides
8	2014	Big Meadows Ln	Vance Jackson	Clifton Forge Dr	North Side
8	2014	Ewing Halsell	Medical Dr	Hamilton Wolfe	West Side
8	2014	Tiffany Dr	Gainesborough	Marlborough Dr	Both Sides
9	2014	Brook Holw	Rio Seco	Encino Grande	North Side
9	2014	Brook Holw	Heimer Rd	Encino Grande	South Side
10	2014	Judson Rd	RR Tracks	Knollcreek	East Side
10	2014	O'Connor Rd	Antares Park	Royal Ridge Dr	West Side
10	2014	O'Connor Rd	Footepath	Robards Row	East Side
1	2015	Basse	McCullough Ave	San Pedro Ave	North Side
2	2015	Gembler Rd	Creekview	N WW White Rd	South Side
2	2015	Indiana St	S Hackberry St	S Pine St	Both Sides
3	2015	E Southcross Blvd	Roosevelt Ave	Riverside Dr	Both Sides
3	2015	Probandt St	Merrick St	Thelka St	Both Sides
4	2015	Gillette Blvd	Rockwell Blvd	Conde	South Side
4	2015	Price	Holder Ave	Carmel Ave	North Side
5	2015	Division	Pleasanton Rd	Rochambeau St	South Side
6	2015	Callaghan Rd	New Callaghan St	Millbank Dr	West Side
6	2015	Joe Newton	Meadow Lawn St	Mabe Rd	North Side
7	2015	W Quill Dr	W Broadview	Benrus	Both Sides
8	2015	Huebner Rd	NW Military Hwy	Emerald Hill Dr	West Side
8	2015	W Hausman Rd	Reed Spring	Regency Trail	South Side
9	2015	Elmhurst Ave	Broadway	N New Braunfels	South Side
9	2015	Wilderness Oak	Promontory Circle	Hardy Oak Blvd	West Side
10	2015	Randolph Blvd	O' Connor Rd	IH 35 N Access Rd & Judson Rd	South Side
1	2016	McCullough Ave	Harriett Dr	Oblate	West Side
2	2016	Gembler Rd	Paulsun	Creekview	South Side
3	2016	S New Braunfels Ave	Hot Wells	400' S of Koehler	Both Sides

**City of San Antonio  
Five-Year Sidewalk Program**

4	2016	W Villaret Blvd	Lytle Ave	S Zarzamora	South Side
5	2016	Nw 19th St	W Martin St	W Commerce St	Both Sides
5	2016	W Southcross Blvd	New Laredo Hwy	Gifford	North Side
6	2016	S San Joaquin	Eldridge Ave	Castroville Rd	Both Sides
7	2016	Cincinnati Ave	N General McMullen	Bandera Rd	Both Sides
8	2016	Medical Dr	Babcock Rd	Wurzbach Rd	South Side
9	2016	Julienne	Heimer Rd	Dutch Myrtle Dr	Both Sides
10	2016	Judson Rd	Independence Ave	IH 35 N Access Rd	North Side



**City of San Antonio  
Five-Year Traffic Signal Program**

2	2012	Existing Wood Pole Bring to Current COSA Standard	Commerce St	Springdale Ave
2	2012	Existing Wood Pole Bring to Current COSA Standard	Commerce St	Coca Cola Place
3	2012	New Warranted Signal	Eckhert Rd	Woodchase Dr
3	2012	New Warranted Signal	S Presa St	Southton Rd
5	2012	New Warranted Signal	S Zarzamora	San Fernando St
8	2012	New Warranted Signal	Datapoint	Fairhaven St
1	2013	Existing Wood Pole Bring to Current COSA Standard	Blanco Rd	Langton Dr
2	2013	Existing Wood Pole Bring to Current COSA Standard	Midcrown	Walzem
4	2013	Existing Wood Pole Bring to Current COSA Standard	Kelsey Ave	Military Dr SW
5	2013	Existing Wood Pole Bring to Current COSA Standard	Colorado St S	Commerce St W
10	2013	Existing Wood Pole Bring to Current COSA Standard	Harry Wurzbach	Urban Crest Dr
4	2014	Existing Wood Pole Bring to Current COSA Standard	Mayfield Blvd	Zarzamora St S
5	2014	Existing Wood Pole Bring to Current COSA Standard	19th St SW	Buena Vista St
6	2014	Existing Wood Pole Bring to Current COSA Standard	Ingram Rd	Potranco Rd
10	2014	Existing Wood Pole Bring to Current COSA Standard	Harry Wurzbach	Oakwell Fm Prk
1	2015	Existing Wood Pole Bring to Current COSA Standard	Mulberry Ave W	San Pedro Ave
3,4	2015	Existing Wood Pole Bring to Current COSA Standard	Military Dr SW	Pleasanton
4	2015	Existing Wood Pole Bring to Current COSA Standard	Logwood Ave	Military Dr SW
5	2015	Existing Wood Pole Bring to Current COSA Standard	Gen McMullen S	Weir Ave
8	2015	Existing Wood Pole Bring to Current COSA Standard	Merkens St	Wurzbach Rd
9	2015	Existing Wood Pole Bring to Current COSA Standard	Mc Carty Rd	San Pedro Ave
2	2016	Existing Wood Pole Bring to Current COSA Standard	Houston St E	Sam Houston HS
3,4	2016	Existing Wood Pole Bring to Current COSA Standard	Boswell St	Military Dr SW
5	2016	Existing Wood Pole Bring to Current COSA Standard	24th St NW	Martin St W
8	2016	Existing Wood Pole Bring to Current COSA Standard	De Zavala Rd	Parksite Woods
9	2016	Existing Wood Pole Bring to Current COSA Standard	Broadway	Pershing Ave
10	2016	Existing Wood Pole Bring to Current COSA Standard	Austin Hwy	Lanark Dr

**City of San Antonio  
Five-Year Pavement Markings Program**

Distric	Year	Sheet	From	To
1	2012	Blanco Rd	Fredericksburg Rd	Loop 410
1	2012	Cypress St. W	San Pedro	McCullough
1	2012	Jackson Keller	Vance Jackson	McCullough
1	2012	Moss Rock	Vance Jackson	Cherry Ridge
1	2012	N St Mary's	Josephine	E Mulberry Ave
1	2012	San Pedro Ave	NW Loop 410	W Quincy
1	2012	Vance Jackson	Loop 410	Jackson Keller
1	2012	Vance Jackson Rd	Fredericksburg Rd	Loop 410
1	2012	W Mulberry Ave	San Pedro Ave	US Hwy 281 N
1,9	2012	Jones Maltsberger Rd	Isom Rd	E Basse Rd
1,9	2012	W Mulberry Ave	US Hwy 281 N	Broadway
10	2012	Broadway	Wetmore Rd	NE Loop 410
10	2012	Jones Maltsberger Rd	Morning Trl	Thousand Oaks
10	2012	Stahl Rd	Higgins Rd	Nacogdoches Rd
10	2012	Urban Crest	N Vandiver Rd	Harry Wurzbach Rd
2	2012	E Commerce St	IH 37 S	E Houston St
2	2012	N Rio Grande	Martin Luther King Dr	Hays St
2	2012	S Walters St	Westfall Ave	E Houston St
2,3	2012	Roland Ave	S Ww White Rd	IH 10
3	2012	Ashley Rd	Roosevelt Ave	Pleasanton
3	2012	E Southcross Blvd	S Flores St	IH 410
3,4	2012	Applewhite Rd	Hwy 16	Old Apple White Rd
4	2012	Apple Valley Dr	Haven Valley	Ray Ellison Dr
4	2012	Somerset Rd	IH 410	W Gerald Ave
4	2012	Somerset Rd	W Gerald Ave	S Zarzamora St
5	2012	24Th, 26Th, Cupples, Quintana	Culebra	Gerald
5	2012	SW 19Th St	Saltillo St	W Poplar St
5	2012	W Commerce St	S General McMullen	IH 35 S
5	2012	W Southcross Blvd	Quintana Rd	Somerset Rd
5,6	2012	W Commerce St	SW 36th St	S General McMullen
6	2012	Bowens Crossing	IH 1604	Trendwood
6	2012	Dover Ridge	Trendwood	Tezel Rd
6	2012	Farragut	Callaghan	Oak Hill Rd
6	2012	W Commerce St	W Military Dr	S Callaghan Rd
6	2012	Westfield Blvd	Spur Rd	Old Us Hwy 90
6	2012	Westover Hills Blvd	N Ellison Dr	Culebra Rd

**City of San Antonio  
Five-Year Pavement Markings Program**

6,7	2012	W Commerce St	S Callaghan Rd	SW 36th St
7	2012	E Sunshine	Hillcrest Dr	Babcock Rd
7	2012	Wilson Blvd	Culebra Rd	Babcock Rd
8	2012	Babcock Rd	Hamilton Wolfe	Callaghan Rd
8	2012	Bluemel Rd	Fredericksburg Rd	Wurzbach Rd
8	2012	Medical Dr	IH 10 W Access Rd	Babcock Rd
8	2012	Network Blvd	Prue Rd	Northwest Pkwy
8	2012	Sonoma Pkwy	Kyle Seale	Hausman
9	2012	Broadway	NE Loop 410	Claywell
9	2012	Jones Maltsberger Rd	Thousand Oaks	US Hwy 281 N
9	2012	Parkridge Dr	Vidor Ave	Airport
9	2012	Starcrest	Jones Maltsberger Rd	Wurzbach Pkwy
9	2012	Sunset Rd E	Broadway	New Braunfels
1	2013	Baltimore	E Quincy	N St Mary's
1	2013	Broadway	Casa Blanca	E Houston St
1	2013	Camaron	W Quincy	W Commerce St
1	2013	College St	S St Mary's	Broadway
1	2013	Crockett	S St Mary's	Alamo Plaza
1	2013	Dolorosa	IH 37 S	IH 35 S
1	2013	E Pecan St	Broadway	W Martin St
1	2013	E Travis St	S Santa Rosa	Broadway
1	2013	Giraud	Augusta	Main St
1	2013	Lexington Ave	Avenue A	IH 35 N
1	2013	McCullough Ave	IH 35 N	Bonham
1	2013	N Flores St	W Durango Blvd	IH 35 S
1	2013	N Main Ave	W Durango Blvd	San Pedro Ave
1	2013	N San Saba	E Nueva	E Quincy
1	2013	N St Mary's	IH 35 N	E Durango Blvd
1	2013	N Zarzamora St	Fredericksburg Rd	SW Loop 410
1	2013	Navarro St	Camden St	W Durango Blvd
1	2013	Richmond Ave	E Quincy	N St Mary's
1	2013	S Alamo St	Casa Blanca	W Durango Blvd
1	2013	S Bowie St	W Durango Blvd	E Houston St
1	2013	S Presa St	E Houston St	W Durango Blvd
1	2013	S Santa Rosa	W Durango Blvd	W Quincy
1	2013	Soledad St	W Commerce St	Navarro St

**City of San Antonio  
Five-Year Pavement Markings Program**

1	2013	Villita St	Main St	Navarro St
1	2013	W Commerce St	IH 37 S	IH 35 S
1	2013	W Durango Blvd	IH 37 S	IH 35 S
1	2013	W Houston St	IH 37 S	IH 35 S
1	2013	W Jones Ave	Austin St	Ih 35 N
1	2013	W Martin St	IH 35 S	Bonham
1,2,5	2013	E Houston St	N Frio	WW White Rd
10	2013	Corporate Woods	Palo Crest	N Loop 1604 E
10	2013	Gold Canyon Rd	Corporate Woods	Red River Trl
10	2013	Grand Park Dr	Royal Ridge Dr	S Weidner Rd
10	2013	Judson Rd	IH 35 N	N Loop 1604 E
10	2013	Macarthur Vw	Wetmore Rd	Nacogdoches Rd
10	2013	New Sulphur Spgs	SE Loop 410	Bexar
10	2013	Royal Ridge Dr	O'Connor Rd	Randolph Blvd
2	2013	Gevers	Fair Ave	Preston Ave
2	2013	Gibbs Sprawl Rd	Walzem Rd	Castle Cross
2	2013	N&S Pine St	Iowa St	E Grayson St
2	2013	Ray Bon Dr	Eisenhauer	Village Haven
2	2013	Rittiman Rd	IH 35	Harry Wurzbach Rd
3	2013	Goliad Rd	SE Military Dr	SE Loop 410
3	2013	Old Corpus Christi Rd	SW Loop 410	Bexar
4	2013	Horal Dr	Adams Hill Dr	Marbach Rd
4	2013	Marbach Rd	Holwick	Bexar County Limit
4,6	2013	Marbach Rd	Wrangler Dr	Holwick
5	2013	Kirk Place	Cupples Rd	S Zarzamora
5	2013	Thompson Place	N Frank Luke Dr	Cupples Rd
6	2013	Marbach Rd	Pinn Rd	Wrangler Dr
6	2013	Medina Base Rd	Old Pearsall Rd	Ray Ellison
6	2013	Wiseman Blvd	N Ellison Dr	Westover Hills Blvd
7	2013	Wurzbach Rd	Ingram Rd	Seville Dr
8	2013	Sonterra	Stone Oak Pkwy	US 281
8	2013	Vance Jackson Rd	IH 410	De Zavala Rd
8	2013	Wurzbach Rd	Lockhill-Selma Rd	Merkens
9	2013	Churchill Estates Blvd	Vista Real	Day Star
9	2013	Huebner	Redbird Lane	Summer Knoll
9	2013	Stone Oak/Tpc Pkwy	N Loop 1604	Bulverde Rd

**City of San Antonio  
Five-Year Pavement Markings Program**

1	2014	3rd Ave E	Broadway	Bowie St
1	2014	4th St	Avenue A	Bonham
1	2014	Dolorosa	Main St	Main Plaza
1	2014	E Martin St	Taylor	N Colorado St
1	2014	E Pecan St	Navarro St	Soledad St
1	2014	Fulton Ave	Fredericksburg Rd	IH 10 W
1	2014	Gembler Ave	AT&T Center Pkwy	WW White Rd
1	2014	Giraud	Augusta	Main St
1	2014	Kingsbury	Camaron St	N Flores St
1	2014	Lord Rd	WW White Rd	Semlinger Rd
1	2014	Losoya	Commerce St	E Houston St
1	2014	Main Plaza	W Market St	Villita St
1	2014	McCullough Ave	NE Loop 410	West Side Dr
1	2014	McCullough Ave	Annie	IH 37 S Access Rd
1	2014	N Flores St	W Ashby Place	E Fredericksburg Rd
1	2014	N Flores St	E Fredericksburg Rd	Dolorosa
1	2014	Newell	N St Mary's	US Hwy 281 N
1	2014	Richmond Ave	N St Mary's	IH 35 N
1	2014	S Alamo St	E Guenther St	E Johnson
1	2014	S Flores St	Dolorosa	S Alamo St
1	2014	Semlinger Rd	Lord Rd	Rigsby Ave
1	2014	W Hildebrand Ave	San Pedro Ave	Fredericksburg Rd
1	2014	W Josephine St	N St Mary's	US Hwy 281 N
1	2014	W Martin St	S Navidad	S Brazos St
1	2014	West Ave	Jackson-Keller Rd	W Hildebrand Ave
1,5	2014	S Flores St	S Alamo St	E Fest St
10	2014	Bellcrest	Bell Dr	Higgins Rd
10	2014	Briley Elm	Ashbury Oaks	Acornridge Way
10	2014	Butterleigh Dr	Shire Oak Dr	Bulverde Rd
10	2014	Crandall Place	Woodcrest Dr	Oakleaf Dr
10	2014	Krugerrand Dr	Henderson Pass	N Loop 1604 E
10	2014	N Stahl Park	O'Connor Rd	Higgins Rd
10	2014	Pebble Park	Pebble Sound	Jones Maltsberger Rd
10	2014	Preston Hollow Dr	Thousand Oaks	Preston Court Dr
10	2014	Tavern Oaks	Thousand Oaks	Rowe Dr
10	2014	Toepperwein Rd	Lookout Rd	Nacogdoches Rd

**City of San Antonio  
Five-Year Pavement Markings Program**

10	2014	Trail Bluff Dr	Bluff Spgs	Green Spring Dr
2	2014	Binz-Engleman Rd	FM 78	Buzz Aldrin Dr
2	2014	New Braunfels St	Grayson St	IH 10 E
2	2014	Nolan	N New Braunfels Ave	N Walters St
3	2014	E Palfrey Ave	Pecan Valley Dr	Goliad Rd
3	2014	Elgin Ave	Hiawatha	Rigsby Ave
3	2014	Fair Ave	S Presa St	Clark Ave
3	2014	Hiawatha	S Gevers St	Pecan Valley Dr
3	2014	Hot Wells	S Presa St	IH 37 S
3	2014	Moursund Blvd	Pleasanton Rd	Pleasanton Rd
3	2014	Pecan Valley Dr	IH 10 E	S New Braunfels Ave
3	2014	Pleasanton Rd	Moursund Blvd	Brighton St
3	2014	Pleasanton Rd	Moursund Blvd	SW Loop 410
3	2014	S Flores St	Pleasanton Rd	Tommins Ave
3	2014	S Flores St	Beatrice Ave	Roosevelt Ave
3	2014	S Gevers St	Fair Ave	Monticello Ct
3	2014	Skyridge Ave	Dollarhide Ave	Hiawatha
3	2014	WW White Rd	SE Loop 410	Cacias Rd
3,5	2014	S Flores St	W Mitchell St	Pleasanton Rd
3,5	2014	S Flores St	Tommins Ave	Beatrice Ave
4	2014	Barlite Blvd	Briggs Ave	Bobcat Ln
4	2014	Demya	Hunt Ln	Horal Dr
4	2014	Five Palms Dr	Running Horse	Rain Dance Dr
4	2014	Navajo St	IH 35 S	Barlite Blvd
4	2014	New Valley Hi Dr	Sw Loop 410	Ravenswood Dr
4	2014	S Ellison Dr	Adams Hill	NW Loop 1604 N
4	2014	W Pyron Ave	IH 35 S	Commercial Ave
5	2014	Brady Blvd	SW 19Th St	Frio City Rd
5	2014	Ceralvo St	Cupples Rd	S Zarzamora
5	2014	Morelia	S General McMullen	Cupples Rd
5	2014	N General McMullen	W Commerce St	Culebra Rd
5	2014	S Flores St	W Fest St	W Mitchell St
5	2014	S General McMullen	Billy Mitchell Blvd	Calgary Ave
5	2014	S General McMullen	Calgary Ave	UW Hwy 90 W
5	2014	Saltillo St	Cupples Rd	SW 19th St
5	2014	SW 19Th St	Saltillo St	Brady Blvd

**City of San Antonio  
Five-Year Pavement Markings Program**

5.6	2014	S General McMullen	Castroville Rd	W Commerce St
6	2014	Cliffbrier	Culebra Rd	Village Brown
6	2014	Hunt Ln	Ingram Rd	Potranco Rd
6	2014	S General McMullen	US Hwy 90 W	Castroville Rd
6	2014	Tezel Rd	Grissom	Bandera Rd
7	2014	Abe Lincoln	Eckhert Rd	Horn Blvd
7	2014	Hemphill Dr	Benrus	Callaghan Rd
7	2014	N General McMullen	Culebra Rd	Bandera Rd
7	2014	St Cloud	Bandera Rd	Babcock Rd
8	2014	Colony Dr	IH 10 W	Vance Jackson
8	2014	Dreamland	Lockhill Selma Rd	Vance Jackson
8	2014	Floyd Curl	Huebner Rd	Louis Pasteur
8	2014	Prue Rd	Bandera Rd	Fredericksburg Rd
9	2014	E Ramsey	San Pedro Ave	Jones Maltsberger Rd
9	2014	Embassy Oaks	Embassy Row	US Hwy 281 N
9	2014	Embassy Row	West Ave	Bitters Rd
9	2014	Evans Rd	Pvt	FM 2252
9	2014	Heimer Rd	Brook Holw	Bitters Rd
9	2014	Hildebrand	Broadway	New Braunfels St
9	2014	Interpark Blvd	US Hwy 281 N	West Av
9	2014	Isom Rd	US Hwy 281 N	San Pedro Ave
9	2014	Larkspur	West Av	Braesview
9	2014	Lorene	Lockhill-Selma Rd	McCarty
9	2014	McCarty	San Pedro Ave	Blanco Rd
9	2014	McCullough Ave	Coronet	NE Loop 410
9	2014	Mt Boracho	Mt Perkins	Mt Capote
9	2014	Mt Ida	West Av	Mauna Kea
9	2014	Mt Perkins	Mt Boracho	Blanco Rd
9	2014	Mt Tipton	West Av	Morey Peak
9	2014	Partridge Trl	W Bitters Rd	Top Rail
9	2014	Silver Spruce	Top Rail	Hidden Vw
9	2014	Walker Ranch	Bitters Rd	Wood Valley
9	2014	West Ave	Bitters Rd	Lockhill-Selma Rd
1	2015	Cincinnati Ave	Fredericksburg Rd	N Zarzamora
1	2015	Fresno	San Pedro Ave	West Ave
1	2015	W Ashby Place	Fredericksburg Rd	N St Mary's

**City of San Antonio  
Five-Year Pavement Markings Program**

1,8	2015	S Callaghan Rd	Pinebrook Dr	Briarfield Dr
10	2015	Fountainwood Dr	O'Connor Rd	Judson Rd
10	2015	Harry Wurzbach	NE Loop 410	Austin Hwy
10	2015	Higgins Rd	Stahl Rd	Nacogdoches Rd
2	2015	Harry Wurzbach	Scott Dr	Rittiman Rd
2	2015	Holbrook	Austin Hwy	Rittiman Rd
2	2015	Lanark Dr	Austin Hwy	IH 35 N Access Rd
2	2015	N Gevers St	Sherman St	E Houston St
2	2015	Porter St	Clark Ave	Aransas Ave
2	2015	Ray Bon Dr	Eisenhauer Rd	Walzem Rd
2	2015	Rice Rd	Semlinger Rd	Brooksdale Dr
3	2015	E Pyron Ave	Mission Rd	Pleasanton Rd
3	2015	E White Ave/VFW Blvd	S Flores Rd	S Presa St
3	2015	Mission Pkwy	Se Military Dr	Villamain
3	2015	Rigsby Ave	S Olive St	Roland Ave
3	2015	S Presa St	SE Military Dr	E Southcross Blvd
3	2015	W Formosa Blvd	Commercial Ave	Pleasanton Rd
3	2015	W Mitchell St	S Flores St	S Presa St
4	2015	Ray Ellison Blvd	Old Pearsall Rd	US Hwy 90 W
4	2015	W Hutchins Place	S Zarzamora	Pleasanton Rd
4	2015	W Mayfield	Somerset Rd	IH 35 S
5	2015	Lone Star Blvd	S Flores Rd	Mission Rd
5	2015	Roosevelt Ave	IH 10 W	Jacobs
5	2015	W Malone	Frio City Rd	S Zarzamora
5	2015	W Poplar St	NW 24th St	N Frio St
5,7	2015	NW 36Th St	W Commerce St	Bandera Rd
6	2015	Hunt Ln	Westover Hills Blvd	State Hwy 151
6	2015	New Guilbeau Rd	W Loop 1604 N	Old Tezel Rd
6	2015	Pinn Rd	US Hwy 90 W	W Commerce St
6	2015	S Callaghan Rd	Castroville Rd	W Commerce St
6	2015	Tezel Rd	Culebra Rd	Silent Sunrise
6	2015	Timber Path	Tezel Rd	Les Harrison Dr
6	2015	Timbercreek Dr	W Military Dr	SW Loop 410
6	2015	W Military Dr	State Hwy 151	W Loop 1604 N
6,7	2015	Tezel Rd	Silent Sunrise	Old Tezel Rd
7	2015	Culebra Rd	Callaghan Rd	NW 36th St



**City of San Antonio  
Five-Year Pavement Markings Program**

7	2015	Donaldson Ave	N Elmendorf	E Quill Dr
7	2015	Evers Rd	Prentiss Dr	Bandera Rd
7	2015	Mainland	Bandera Rd	Tezel Rd
7	2015	Newcome Dr	Wurzbach Rd	Babcock Rd
7	2015	S Callaghan Rd	Ingram Rd	Babcock Rd
7	2015	Tezel Rd	Old Tezel Rd	Braun Rd
7	2015	Timber Trace	Silent Sunrise	Misty Park
7,8	2015	S Callaghan Rd	Babcock Rd	Pinebrook Dr
7,8	2015	Tezel Rd	Braun Rd	Bandera Rd
8	2015	De Zavala Rd	Lockhill-Selma Rd	Babcock Rd
8	2015	Medical Dr	IH 10 W Access Rd	Babcock Rd
8	2015	S Callaghan Rd	Briarfield Dr	Vance Jackson
9	2015	E Nakoma	US Hwy 281 N	West Ave
9	2015	Encino Rio	US Hwy 281 N	Evans Rd
1	2016	Broadway	Casa Blanca	E Houston St
1	2016	E Dewey Place	N St Mary's	W Josephine St
1	2016	E Evergreen	Mccullough Ave	Paschal
1	2016	E Grayson St	Isleta	Karnes
1	2016	E Mulberry Ave	McCullough Ave	N Main Ave
1	2016	E Quincy	N St Mary's	IH 35 N
1	2016	N Brazos St	Lombrano	IH 10 W
1	2016	N Main Ave	W Quincy	W Mulberry Ave
1	2016	Ruiz St	N Frio	N Zarzamora
1	2016	S Main Ave	S Alamo St	W Guenther St
1	2016	S San Marcos	IH 35 S	S Laredo St
1	2016	S San Saba	W Nueva	W Martin St
1	2016	S Santa Rosa	El Paso St	Camaron
1	2016	Spencer Ln	San Antonio City Limit	Vance Jackson
1	2016	Urban Loop	S Santa Rosa	W Nueva
1	2016	W Cevallos	IH 35 S Access Rd	Probandt St
1	2016	W Jones Ave	Camden St	Austin St
1	2016	W Mistletoe	Ripley Ave	Railroad Tracks W
1	2016	W Rampart	San Pedro Ave	McCullough Ave
1	2016	W Rector	McCullough Ave	San Pedro Ave
1	2016	W Russell Place	Fredericksburg Rd	Michigan Ave
10	2016	Bulverde Rd	Evans Rd	Classen Rd

**City of San Antonio  
Five-Year Pavement Markings Program**

10	2016	E Nottingham Dr	N New Braunfels Ave	Bartell Dr
10	2016	Gold Canyon Rd	Henderson Pass	N Loop 1604 E
10	2016	Iota Dr	Nacogdoches Rd	Wye Dr
10	2016	Ira Lee Rd	NE Loop 410 Access Rd	Austin Hwy
10	2016	Knollcreek	Judson Rd	Jung Rd
10	2016	Nacogdoches Rd	Naco-Perrin Blvd	Thousand Oaks
10	2016	Wayland Way	IH 35 N Access Rd	Randolph Blvd
2	2016	Amanda	Martin Luther King Dr	Roland Ave
2	2016	Business Park	Rittiman Rd	Rittiman Cross
2	2016	E Carson	N Walters St	N Palmetto
2	2016	E Grayson St	N New Braunfels Ave	US Hwy 281 N
2	2016	Eisenhauer Rd	Woodlake Pkwy	Harry Wurzbach
2	2016	Excalibur	Ray Bon Dr	Fratt Rd
2	2016	Foster Meadows	Mountain Meadow	Still Meadow
2	2016	Foster Meadows	Blind Meadow	Sinclair Rd
2	2016	Fratt Rd	IH 35 N Access Rd	NE Loop 410 Access Rd
2	2016	Funston Place	Broadway	Old Austin Rd
2	2016	Harlow Dr	Artemis Dr	Eisenhauer Rd
2	2016	Holmgreen Rd	Ww White Rd	Cresthill Rd
2	2016	Interchange Pkwy	Walzem Rd	NE Loop 410 Access Rd
2	2016	Kingston	Lanark Dr	Eisenhauer Rd
2	2016	Lake View Dr	Highland Farm	Viking Coral
2	2016	Lakefront	Lakeplains	Foster Meadows
2	2016	Manderly Place	Belmede Ct	Melwood Place
2	2016	Martin Luther King Dr	S New Braunfels Ave	WW White Rd
2	2016	Midcrown Dr	Woodlake Pkwy	Eisenhauer Rd
2	2016	N New Braunfels Ave	Burr Rd	Eleanor
2	2016	Rittiman Rd	FM 78	Gibbs-Sprawl Rd
2	2016	Schumacher	Holmgreen Rd	Rice Rd
2	2016	Sinclair Rd	Roland Ave	Lake Meadow
2	2016	Spriggsdale Dr	Martin Luther King Dr	Commerce St
2	2016	Upland Dr	Martin Luther King Dr	Jarbet Dr
2	2016	W Hein	Martin Luther King Dr	Lynfield
2	2016	Walzem Rd	Gibbs-Sprawl Rd	Eisenhauer Rd
2	2016	Willenbrock	Rigsby Ave	Benham
2	2016	Woodlake Pkwy	Macaway Crk	FM 78

**City of San Antonio  
Five-Year Pavement Markings Program**

3	2016	Amanda	Rigsby Ave	Chickering Ave
3	2016	Bill Miller Ln	Goliad Rd	E Southcross Blvd
3	2016	Chennault Path	Ocker Rd	Dead End
3	2016	City-Base Landing	SE Military Dr	Sidney Brooks
3	2016	Commercial Ave	W Southcross	SW Loop 410
3	2016	Curtis St	SE Military Dr	Parchman St
3	2016	Dave Erwin Dr	Ocker Rd	Challenger Dr
3	2016	Division	IH 35 S	S Flores St
3	2016	E Amber	Pleasanton Rd	Gladnell Ave
3	2016	E Highland Blvd	S Walters St	St Anthony Ave
3	2016	E Sayers Ave	S Flores St	Mission Rd
3	2016	E Theo Ave	S Flores St	Mission Rd
3	2016	Espada Rd	E Chavaneaux	Rilling Rd
3	2016	Koehler Ct	S New Braunfels Ave	Russi St
3	2016	La Clede Ave	S Flores St	Kirkwood
3	2016	Lyster Rd	Ocker Rd	Hawks Rd
3	2016	Mission Rd	Mitchell St	Pyron St
3	2016	Old Corpus Christi Rd	SE Military Dr	Henderson Ct
3	2016	Rayburn Dr	Commercial Ave	Altura Ave
3	2016	S Flores St	Sw Military Dr	Roosevelt Ave
3	2016	S Pine St	E Highland Blvd	E Drexel Ave
3	2016	Shane	Richey Otis	Southton Rd
3	2016	Southton Rd	Bexar County Limit	S Presa St
3	2016	Southton Rd	IH 37 S	Railroad Tracks W
3	2016	Steves Ave	Roosevelt Ave	S Presa St
3	2016	Woodhull	Roosevelt Ave	Dead End
4	2016	Adams Hill Dr	Hunt Ln	S Ellison Dr
4	2016	Brown Leaf Dr	Pinn Rd	Pinn Rd
4	2016	Bynum Ave	Sw Military Dr	New Laredo Hwy
4	2016	Cantrell Dr	IH 35 S Access Rd	Dead End
4	2016	Covel	Ray Ellison Blvd	FM 2536 (AKA Old Pearsall Rd)
4	2016	Five Palms Dr	W Military Dr	Old Pearsall Rd
4	2016	Flint Valley	Horal Dr	Westpond Dr
4	2016	Gaddis Blvd	Marek St	S Zarzamora
4	2016	Growdon Rd	Billy Mitchell	W Thompson Place
4	2016	Hunter Blvd	Poteet Jourdanton Fwy	Palo Alto Rd

**City of San Antonio  
Five-Year Pavement Markings Program**

4	2016	Marek St	IH 35 S	Peterson Ave
4	2016	Navajo St	Palo Alto Rd	Kindred St
4	2016	Palm Valley Dr	Medina Base Rd	Walnut Valley Dr
4	2016	Sol Trace	Ray Ellison Blvd	Calypso Dawn
4	2016	Stonewall Ave	S Zarzamora	Ferndale
4	2016	W Ansley Blvd	S Zarzamora	Redbird Sun
4	2016	W Hutchins Place	Crenshaw St	S Zarzamora
4	2016	W Hutchins Place	Poteet Jourdanton Fwy	IH 35 S
4	2016	Yarrow Blvd	IH 35 S Access Rd	SW Military Dr
5	2016	Arcadia Crk	Elk Crk	Elswood Mist
5	2016	Brady Blvd	US Hwy 90 W Access Rd	Patton Blvd
5	2016	Division	IH 35 S	Nogalitos St
5	2016	Holy Cross	Aurora Ave	Maria Elena
5	2016	Jack White	E Nueva	Villita St
5	2016	Memorial St	Culebra Rd	Pickford Ave
5	2016	N Acme Rd	W Commerce St	Dead End
5	2016	N Leona St	Buena Vista St	W Houston St
5	2016	N Medina	W Commerce St	N Frio
5	2016	N San Jacinto St	Perez	W Martin St
5	2016	N Trinity	W Commerce St	W Martin St
5	2016	Ruiz St	N General McMullen	N Zarzamora
5	2016	S Park Blvd	Nogalitos St	S Brazos St
5	2016	Stumberg	Dwyer Ave	S Flores St
5	2016	SW 27th St	Matthews Ave	Las Palmas Dr
5	2016	SW 29Th St	Buena Vista St	W Commerce St
5	2016	Villita St	Main Plaza	Navarro St
5	2016	W Durango Blvd	S Frio	IH 35 S
5	2016	Weir Ave	S General McMullen	Dahlgreen Ave
6	2016	Alexa Place	Lauren Mist	Senisa Spgs
6	2016	Lakeside Pkwy	SW Loop 410 Access Rd	Ingram Rd
6	2016	Raba Dr	Westover Hills Blvd	Village Pkwy
6	2016	Reed Rd	W Military Dr	Culebra Rd
6	2016	Richland Hills Dr	Foxgrove Way	Potranco Rd
6	2016	Richland Hills Dr	Ingram Rd	SW Loop 410 Access Rd
6	2016	Rim Rock Trl	Culebra Rd	Oak Timber
6	2016	Senisa Spgs	Lauren Mist	Sandpiper Tree

**City of San Antonio  
Five-Year Pavement Markings Program**

6	2016	Timber View Dr	Star Creek Dr	Culebra Rd
6	2016	Village Pkwy	Cross Spg	Gable Park
6	2016	Village Pkwy	Ledgeside	Wood Wind
6	2016	Village Pkwy	Village Crk	Wood Arbor
7	2016	Crystal Hill	Wurzbach Rd	Crystal Bow
7	2016	Crystal Run	Wurzbach Rd	Crystal Bow
7	2016	Daughtry Rd	Evers Rd	NW Loop 410 Access Rd
7	2016	Glen Rdg	Evers Rd	Knights Bridge
7	2016	John Marshall	Sam Snead	Eckhert Rd
7	2016	Low Bid Ln	Heath Rd	Coral Spgs
7	2016	Maverick Oak Dr	Eckhert Rd	Border Knoll Dr
7	2016	Mystic Park	Bandera Rd	Guilbeau Rd
7	2016	North Fork Dr	Mainland	Sarasota Woods
7	2016	Oak Knoll Dr	Benrus	Parkway Dr
7	2016	Old Tezel Rd	Guilbeau Rd	Ryder Dr
7	2016	Olde Village Dr	Richmond Hill	Veranda Ct
7	2016	Olde Village Dr	Don Mills	Guilbeau Rd
7	2016	Perservation	Bandera Rd	Dumaine
7	2016	Potranco Rd	Culebra Rd	Ingram Rd
7	2016	Roxbury	NW Loop 410 Access Rd	Wurzbach Rd
7	2016	Silent Sunrise	Heath Circle Dr	Tezel Rd
7	2016	Summit Pkwy	Cambray Dr	NW Loop 410 Access Rd
7	2016	Thunder Dr	Callaghan Rd	NW Loop 410 Access Rd
7	2016	Whitby Rd	Abe Lincoln	Huebner Rd
7	2016	Wickersham	Burwell	Haversham
7	2016	Wildflower	Parkway Dr	Bandera Rd
7	2016	Woodchase Dr	Kingsbury Way	Eckhert Rd
8	2016	Bamberger Trl	N Loop 1604 W Access Rd	Kyle Seale Pkwy
8	2016	Datapoint	Wurzbach Rd	Fredericksburg Rd
8	2016	Farinon Dr	IH 10 W Access Rd	Northwest Pkwy
8	2016	Hamilton Wolfe	Floyd Curl	Fredericksburg Rd
8	2016	John Smith Dr	Babcock Rd	Von Scheele Dr
8	2016	Merton Minter	Babcock Rd	Wurzbach Rd
8	2016	Northwest Pkwy	Farinon Dr	IH 10 W Access Rd
8	2016	Oakdell Way	Lamb Rd	Danny Kaye
8	2016	Oakland Rd	Hollyhock Rd	Huebner Rd

**City of San Antonio  
Five-Year Pavement Markings Program**

Year	Address	Address	Address
8	2016	Old Babcock Rd	Babcock Rd
8	2016	Old Prue Rd	Avalon Woods
8	2016	Orsinger Ln	Vance Jackson
8	2016	Skyhawk Dr	Bamberger Trl
8	2016	Stonehaven Dr	Litchfield
8	2016	Tioga	IH 10 W Access Rd
8	2016	UTSA Blvd	Babcock Rd
8	2016	UTSA Blvd	IH 10 W Access Rd
8	2016	Vance Jackson	UTSA Blvd
8	2016	W Hausman Rd	IH 10 W Access Rd
9	2016	Cadillac Dr	Blanco Rd
9	2016	Canyon Golf Rd	Overlook Pkwy
9	2016	Crescent Oaks	Knights Cross Dr
9	2016	Cross Canyon	Jones Maltsberger Rd
9	2016	Deer Crest	Blanco Rd
9	2016	E Silver Sands	San Pedro Ave
9	2016	Eisenhauer Rd	N New Braunfels Ave
9	2016	Hardy Oak Blvd	Edgewater
9	2016	Henderson Pass	Brook Holw
9	2016	Longfield	Old Blanco Rd
9	2016	Many Oaks	Wolf Crk
9	2016	Old Bitters Rd	Old Bitters Rd
9	2016	Patricia Dr	San Pedro Ave
9	2016	Perennial	Heimer Rd
9	2016	Rothbury	Wolf Crk
9	2016	Rowe Dr	Alder Creek Dr
9	2016	Starcrest	Skyblue
9	2016	Tammy	San Pedro Ave
9	2016	Wilderness Oak	Hardy Oak Blvd
9	2016	Wood Valley	W Bitters Rd
			West Ave

**City of San Antonio  
Five-Year Advanced Transportation District (ATD) Improvements Program**

1	2012	Intersection	S Alamo St	E Market St	Audible Countdown Pedestrian Signals
7	2012	Intersection	Bandera Rd	Mainland	Audible Countdown Pedestrian Signals
7	2012	Intersection	Old Tezel Rd	New Guilbeau Rd	Audible Countdown Pedestrian Signals
8	2012	Intersection	Vance Jackson	Wurzbach Rd	Audible Countdown Pedestrian Signals
8	2012	Intersection	Wurzbach Rd	Medical Dr	Audible Countdown Pedestrian Signals
8	2012	Intersection	De Zavala Rd	IH 10 W	Audible Countdown Pedestrian Signals
9	2012	Intersection	Blanco Rd	West Ave	Audible Countdown Pedestrian Signals
9	2012	Intersection	New Braunfels St	Sunset Blvd	Audible Countdown Pedestrian Signals
10	2012	Intersection	Nacogdoches Rd	Thousand Oaks	Audible Countdown Pedestrian Signals
10	2012	Intersection	Nacogdoches Rd	Rockhill Dr	Audible Countdown Pedestrian Signals
1	2013	Intersection	W Hildebrand Ave	San Pedro Ave	Audible Countdown Pedestrian Signals
2	2013	Intersection	New Braunfels St	Porter St	Audible Countdown Pedestrian Signals
3	2013	Intersection	S Hackberry St	E Southcross Blvd	Audible Countdown Pedestrian Signals
8	2013	Intersection	Babcock Rd	Louis Pasteur	Audible Countdown Pedestrian Signals
8	2013	Intersection	Babcock Rd	Medical Dr	Audible Countdown Pedestrian Signals
9	2013	Intersection	Heimer Rd	Perennial	Audible Countdown Pedestrian Signals
1	2014	Intersection	Kerrybrook Dr	Vance Jackson	Audible Countdown Pedestrian Signals
1	2014	Intersection	Oblate	Blanco Rd	Audible Countdown Pedestrian Signals
5	2014	Intersection	Hoover Ave	Nogalitos St	Audible Countdown Pedestrian Signals
8	2014	Intersection	Ewing Halsell	Medical Dr	Audible Countdown Pedestrian Signals
8	2014	Intersection	Ewing Halsell	Louis Pasteur	Audible Countdown Pedestrian Signals
8	2014	Intersection	Babcock Rd	Wurzbach Rd	Audible Countdown Pedestrian Signals
8	2014	Intersection	Ewing Halsell	Wurzbach Rd	Audible Countdown Pedestrian Signals
1	2012	N St Mary'S	US Hwy 281 N	Lexington Ave	Bike Facilities
1	2012	N Flores St	W Ashby Place	Fulton Ave	Bike Facilities
2	2012	Midcrown Dr	Eisenhauer Rd	Woodlake Pkwy	Bike Facilities
2	2012	Woodlake Pkwy	Walzem Rd	Gibbs-Sprawl Rd	Bike Facilities
2	2012	Briarglen	Highcliff Dr	Perrin Beitel	Bike Facilities
3	2012	Pecan Valley Dr	Dollarhide Ave	Roland Ave	Bike Facilities
4	2012	Adams Hill Dr	S Ellison Dr	Hunt Ln	Bike Facilities
4	2012	Growdon Rd	SW 36Th St	Thompson Place	Bike Facilities
5	2012	Frio City Rd	S Brazos St	W Malone	Bike Facilities
5	2012	W Thompson Place	Growdon Rd	Cupples Rd	Bike Facilities
5	2012	S Brazos St	Frio City Rd	Saltillo St	Bike Facilities
5	2012	W Thompson Place	Cupples Rd	SW 21St St	Bike Facilities
6	2012	N Ellison Dr	W Military Dr	Wiseman Blvd	Bike Facilities

**City of San Antonio  
Five-Year Advanced Transportation District (ATD) Improvements Program**

6	2012	Rogers Rd	State Hwy 151	Westover Hills Blvd	Bike Facilities
6	2012	S Ellison Dr	Adams Hill Dr	Dugas Dr	Bike Facilities
6	2012	Cable Ranch Rd	State Hwy 151	Marbach Rd	Bike Facilities
6	2012	Lakeside Pkwy	Cable Ranch Rd	Ingram Rd	Bike Facilities
6	2012	Micron Dr	Potranco Rd	Culebra Rd	Bike Facilities
6	2012	Pipers Ln	Culebra Rd	Pipers Way	Bike Facilities
7	2012	Abe Lincoln	Horn Blvd	Eckhert Rd	Bike Facilities
7	2012	Whitby Rd	Abe Lincoln	Leon Creek Trailhead	Bike Facilities
8	2012	Roadrunner Way	W Hausman Rd	Utsa Blvd	Bike Facilities
8	2012	Cinnamon Hill	Gus Eckert Rd	Hamilton Wolfe	Bike Facilities
8	2012	Woodstone	IH 10 W	Vance Jackson	Bike Facilities
9	2012	Parliament	Blanco Rd	West Ave	Bike Facilities
9	2012	Larkspur	Braesview	Baltic Dr	Bike Facilities
9	2012	Walker Ranch	Bitters Rd	Wood Valley	Bike Facilities
9	2012	Wood Valley	Walker Ranch	Bitters Rd	Bike Facilities
10	2012	Starcrest Dr	NE Loop 410 Access Rd	Barrington Ct	Bike Facilities
10	2012	Starcrest Dr	NE Loop 410 Access Rd	Highcliff Dr	Bike Facilities
10	2012	Highcliff Dr	Starcrest Dr	Briarglen	Bike Facilities
1	2012	Intersection	McCullough	Oblate	Bus Pads
1,7	2012	Intersection	Woodlawn	Calaveras	Bus Pads
1,7	2012	Intersection	Woodlawn	Calaveras	Bus Pads
1,7	2012	Intersection	Woodlawn	N. Zarzamora	Bus Pads
3	2012	Intersection	Dollarhide	Glamis	Bus Pads
3	2012	Intersection	Dollarhide	Glamis	Bus Pads
3	2012	Intersection	Dollarhide	E. Southcross	Bus Pads
3	2012	Intersection	Dollarhide	E. Southcross	Bus Pads
3,4	2012	Intersection	W. Southcross	Commercial	Bus Pads
3,4	2012	Intersection	W. Southcross	Commercial	Bus Pads
6	2012	Intersection	Gen. McMullen	Edgewood Square	Bus Pads
6	2012	Intersection	Gen. McMullen	Castroville	Bus Pads
6	2012	Intersection	Gen. McMullen	Ceralvo	Bus Pads
6	2012	Intersection	Gen. McMullen	Ceralvo	Bus Pads
6	2012	Intersection	Gen. McMullen	1158 Gen McMullen	Bus Pads
6	2012	Intersection	Gen. McMullen	Morelia	Bus Pads
1	2013	Intersection	N. St Mary's	Ashby	Bus Pads
1	2013	Intersection	N. St Mary's	Courtland	Bus Pads



**City of San Antonio  
Five-Year Advanced Transportation District (ATD) Improvements Program**

1	2013	Intersection	N. St Mary's	Josephine	Bus Pads
1	2013	Intersection	N. St Mary's	Josephine	Bus Pads
2	2013	Intersection	Aransas	S. Hackberry	Bus Pads
3	2013	Intersection	S. New Braunfels	Frances Jean	Bus Pads
3	2013	Intersection	S. New Braunfels	Linda Lou	Bus Pads
3	2013	Intersection	E. Southcross	Pleasanton	Bus Pads
5	2013	Intersection	S. Frio	W. Martin	Bus Pads
5	2013	Intersection	S. Frio	W. Salinas	Bus Pads
8	2013	Intersection	Wurzbach	Bluemel	Bus Pads
8	2013	Intersection	Wurzbach	Bluemel (Texian Inn)	Bus Pads
8	2013	Intersection	Wurzbach	Datapoint	Bus Pads
8	2013	Intersection	Wurzbach	Fredericksburg Rd.	Bus Pads
8	2013	Intersection	Wurzbach	Fredericksburg Rd.	Bus Pads
8	2013	Intersection	Wurzbach	Gardendale	Bus Pads
8	2013	Intersection	Wurzbach	Gardendale	Bus Pads
8	2013	Intersection	Wurzbach	Live Oak	Bus Pads
1	2014	Intersection	W. Malone	Frelon	Bus Pads
3	2014	Intersection	Southcross	Clark	Bus Pads
3	2014	Intersection	Southcross	Prestwick	Bus Pads
4	2014	Intersection	Ellison	Dugas	Bus Pads
4	2014	Intersection	Ellison	Hayloft	Bus Pads
4	2014	Intersection	Ellison	Opposite Heritage Farm	Bus Pads
5	2014	Intersection	Malone	Fayette	Bus Pads
5	2014	Intersection	Malone	Bastrop	Bus Pads
5	2014	Intersection	Malone	Flores	Bus Pads
5	2014	Intersection	W. Theo	Bastrop	Bus Pads
5	2014	Intersection	W. Theo	Lichen St	Bus Pads
5	2014	Intersection	W. Theo	Edwards	Bus Pads
5	2014	Intersection	W. Theo	Pan-Am beneath IH-35	Bus Pads
5	2014	Intersection	W. Theo	Bordoy	Bus Pads
5	2014	Intersection	Laredo	Opposite Cibolo	Bus Pads
5	2014	Intersection	Laredo	Trinity	Bus Pads
7	2012	Intersection	Braun Rd	Old Tezel Rd	Intersection Improvement
8	2012	Intersection	Huebner Rd	NW Military Hwy	Intersection Improvement
8	2012	Intersection	De Zavala Rd	Parksite Road	Intersection Improvement
8	2012	Intersection	Vance Jackson	Colony Dr	Intersection Improvement

**City of San Antonio  
Five-Year Advanced Transportation District (ATD) Improvements Program**

9	2012	Intersection	Stone Oak Pkwy	Sonterra	Intersection Improvement
10	2012	Intersection	Thousand Oak	Wetmore Rd	Intersection Improvement
8	2013	Intersection	Hamilton Wolfe	Cinnamon Crk	Intersection Improvement
9	2014	Intersection	Stone Oak Pkwy	Knights Cross Dr	Intersection Improvement
1	2012	Intersection	Airport Blvd	Parkridge Dr	Traffic Signal System Modernization (TSSM)
1	2012	Intersection	Alamo St S	Pereida St	Traffic Signal System Modernization (TSSM)
1	2012	Intersection	Buckeye Ave-Calaveras St	Fredericksburg Rd	Traffic Signal System Modernization (TSSM)
1	2012	Intersection	De Chantle Rd	Fredericksburg Rd	Traffic Signal System Modernization (TSSM)
1	2012	Intersection	Flores St S	Guadalupe St	Traffic Signal System Modernization (TSSM)
1	2012	Intersection	Fredericksburg Rd	Vance Jackson Rd	Traffic Signal System Modernization (TSSM)
1	2012	Intersection	Fredericksburg Rd	Williamsburg Pl	Traffic Signal System Modernization (TSSM)
1	2012	Intersection	Fresno St	IH 10	Traffic Signal System Modernization (TSSM)
1	2012	Intersection	Hildebrand Ave	IH 10	Traffic Signal System Modernization (TSSM)
1	2012	Intersection	IH 10	Fredericksburg Rd-Woodlawn Ave	Traffic Signal System Modernization (TSSM)
1	2012	Intersection	Jackson Keller	Orland Park	Traffic Signal System Modernization (TSSM)
1	2012	Intersection	Mulberry Ave	St Marys St	Traffic Signal System Modernization (TSSM)
1	2012	Intersection	Stadium Dr	Trinity U Ent	Traffic Signal System Modernization (TSSM)
1,7	2012	Intersection	Babcock Rd-Fresno Dr	Fredericksburg Rd	Traffic Signal System Modernization (TSSM)
1,7	2012	Intersection	Donaldson Ave-Lynwood Ave	Fredericksburg Rd	Traffic Signal System Modernization (TSSM)
1,7	2012	Intersection	Fredericksburg Rd	Fulton-Gramercy-Zarzamora St	Traffic Signal System Modernization (TSSM)
1,7	2012	Intersection	Fredericksburg Rd	Mary Louise Dr	Traffic Signal System Modernization (TSSM)
1,7	2012	Intersection	Fredericksburg Rd	Pasadena St-Quentin Dr	Traffic Signal System Modernization (TSSM)
1,7	2012	Intersection	Hildebrand Ave W	West Ave	Traffic Signal System Modernization (TSSM)
1,9	2012	Intersection	Airport Blvd	Loop 410	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Chestnut St	Nolan St.	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Houston St E	Upland Dr	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Live Oak St	Nolan St	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Ackerman Rd	IH 10	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Antioch Missionary Bap Church	Walters St N	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Badger Pt	Martin L King	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Binz Engleman	Candlemeadow	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Binz Engleman	George C Beach	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Binz Engleman	IH 35	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Brooksdale Dr	Martin L King Dr	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Carolina St E	Hoefgen Ave	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Carson St E	New Braunfel N	Traffic Signal System Modernization (TSSM)

**City of San Antonio  
Five-Year Advanced Transportation District (ATD) Improvements Program**

2	2012	Intersection	Carson St E	Walters St N	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Castle Cross	Rittiman Rd	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Cherry St N	Nolan St	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Clark Ave	Martin L King Dr	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Eisenhauer Rd	Walzem Rd	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	FM 78	Woodlake Pkwy	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Foster Rd N	Seguin Rd Fm78	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Foster Rd	IH 10	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Gabriel St	Walters St N	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	George C Beach	IH 35 N	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Gibbs Sprawl	Walzem Rd	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Grayson St E	New Braunfel N	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Grayson St E	Rogers Ped Xig	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Hackberry St N	Nolan St	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Hays St	Walters St N	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Hein Rd	Martin L King Dr	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	IH 10	Martin L King Dr	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	IH 10	Pecan Valley Dr	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	IH 35	New Braunfels Ave	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	IH 35-Loop 410	Old Seguin Rd	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Martin L King Dr	Robeson Ave	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Martin L King Dr	Spriggsdale Ave	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Martin L King Dr	Walters St S	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Mesquite Farm	Walzem Rd	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Pecan Valle Dr	Rigsby Ave	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Rigsby Ave	Roland Ave	Traffic Signal System Modernization (TSSM)
2	2012	Intersection	Seguin Rd FM 78	Summer Fest Dr	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Alsbrook Dr	SE Military Dr	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Applewhite Rd	Lone Star Pass	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Applewhite Rd	Toyota So Ent	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Applewhite Rd	Poteet Jourdanton Fwy	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Ashley Rd	Roosevelt Ave	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	City-base Lndg	Sidney Brooks	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Commercial Ave	Southcross W	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Del Lago Pkwy	Us 281	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Eads Ave	Roosevelt Ave	Traffic Signal System Modernization (TSSM)

**City of San Antonio  
Five-Year Advanced Transportation District (ATD) Improvements Program**

3	2012	Intersection	Fair Ave	Presa St	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Flores St S	Mitchell St W	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Hackberry St	Southcross Blvd	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Hot Wells Blvd	Presa St	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	IH 37	Military Dr	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Military Dr SE	WW White Rd S	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Mission Rd	Steves Ave	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Mitchell St E	Roosevelt Ave	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Mitchell St W	Probandt St	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Presa St	Southcross Blvd	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Presa St	Steves Ave	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Roosevelt Ave	School St	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Roosevelt Ave	Steves Ave	Traffic Signal System Modernization (TSSM)
3	2012	Intersection	Salado Sch Ent	W W White Rd S	Traffic Signal System Modernization (TSSM)
4	2012	Intersection	Adams Hills Dr	Hunt Lane	Traffic Signal System Modernization (TSSM)
4	2012	Intersection	Ansley Blvd	Zarzamora S	Traffic Signal System Modernization (TSSM)
4	2012	Intersection	Gillette Blvd	Zarzamora St S	Traffic Signal System Modernization (TSSM)
4	2012	Intersection	Huron St	Southcross Blvd	Traffic Signal System Modernization (TSSM)
4	2012	Intersection	Hutchins Pl W	Zarzamora St S	Traffic Signal System Modernization (TSSM)
4	2012	Intersection	IH 35	Southcross Blvd	Traffic Signal System Modernization (TSSM)
4	2012	Intersection	IH 35	Zarzamora St	Traffic Signal System Modernization (TSSM)
4	2012	Intersection	Lackland AFBG	Military Dr SW	Traffic Signal System Modernization (TSSM)
4	2012	Intersection	Medina Base Rd	Palm Valley	Traffic Signal System Modernization (TSSM)
4	2012	Intersection	Military Dr SW	Old Pearsall	Traffic Signal System Modernization (TSSM)
4	2012	Intersection	Military Dr W	Whitewood St	Traffic Signal System Modernization (TSSM)
4	2012	Intersection	Poteet Jourdanton Fwy	Watson Rd	Traffic Signal System Modernization (TSSM)
4	2012	Intersection	Shelby St	Southcross W	Traffic Signal System Modernization (TSSM)
5	2012	Intersection	36th St NW	Commerce St W	Traffic Signal System Modernization (TSSM)
5	2012	Intersection	36th St NW	Fortuna St	Traffic Signal System Modernization (TSSM)
5	2012	Intersection	Commerce St W	San Felipe S	Traffic Signal System Modernization (TSSM)
5	2012	Intersection	Commercial Ave	Division Ave	Traffic Signal System Modernization (TSSM)
5	2012	Intersection	Cupples Rd	Kirk Place	Traffic Signal System Modernization (TSSM)
5	2012	Intersection	Cupples Rd	Thompson Place	Traffic Signal System Modernization (TSSM)
5	2012	Intersection	Division Ave	IH 35	Traffic Signal System Modernization (TSSM)
5	2012	Intersection	Dunton	Quintana Rd	Traffic Signal System Modernization (TSSM)
5	2012	Intersection	Esmeralda Dr	Inez Ave	Traffic Signal System Modernization (TSSM)

**City of San Antonio  
Five-Year Advanced Transportation District (ATD) Improvements Program**

5	2012	Intersection	IH 10	Probandt St	Traffic Signal System Modernization (TSSM)
5	2012	Intersection	Lone Star Blvd	Probandt St	Traffic Signal System Modernization (TSSM)
5	2012	Intersection	Old Hwy 90 W	San Joaquin S	Traffic Signal System Modernization (TSSM)
5	2012	Intersection	Probandt St	Steves Ave	Traffic Signal System Modernization (TSSM)
5	2012	Intersection	Quintana Rd	Southcross W	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	34th St SW	Old Hwy 90 W	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	36th St SW	Castroville Rd	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	36th St SW	Eldridge	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	36th St SW	Lance 150 S	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	36th St SW	Old Hwy 90 W	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	37th 220 Wes	Old Hwy 90 W	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Acme Rd N	Commerce St W	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Acme Rd S	Old Hwy 90 W	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Callaghan Rd	Commerce St W	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Callaghan Rd	Old Hwy 90 W	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Commerce St W	Hortencia Ave	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Ellison Dr N	Westover Hills	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Ellison Dr N	Yellow Creek	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Hunt Lane/Wiseman Blvd	Westover Hills Blvd	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Ingram Rd	Potranco Rd	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Micron Dr	Potranco Rd	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Military Dr W	Walmart Drive	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Military Dr	Potranco Rd	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	N Ellison Dr	W Military Dr	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Potranco Rd	Richland Hills Dr	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Potranco Rd	SH 151	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Raba Dr	Westover Hills Blvd	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	Senisa Springs	Westover Hills Blvd	Traffic Signal System Modernization (TSSM)
6	2012	Intersection	SH 151	Wiseman Blvd	Traffic Signal System Modernization (TSSM)
7	2012	Intersection	Braun Rd	Leslie Rd	Traffic Signal System Modernization (TSSM)
7	2012	Intersection	Chesterhill Dr	Ingram Rd	Traffic Signal System Modernization (TSSM)
7	2012	Intersection	Crystal Run	Wurzbach Road	Traffic Signal System Modernization (TSSM)
7	2012	Intersection	Fredericksburg Rd	Club Dr-Hildebrand Ave W	Traffic Signal System Modernization (TSSM)
7	2012	Intersection	Fredericksburg Rd	Hillcrest Dr	Traffic Signal System Modernization (TSSM)
7	2012	Intersection	Fredericksburg Rd	Lakeridge Rd	Traffic Signal System Modernization (TSSM)
7	2012	Intersection	Fredericksburg Rd	Loop 410	Traffic Signal System Modernization (TSSM)

**City of San Antonio  
Five-Year Advanced Transportation District (ATD) Improvements Program**

7	2012	Intersection	Fredericksburg Rd	Magic Dr	Traffic Signal System Modernization (TSSM)
7	2012	Intersection	Fredericksburg Rd	Woodlake Dr E	Traffic Signal System Modernization (TSSM)
7	2012	Intersection	Guilbeau Rd	Mystic Park	Traffic Signal System Modernization (TSSM)
7	2012	Intersection	Guilbeau Rd	Wickersham	Traffic Signal System Modernization (TSSM)
7,8	2012	Intersection	Callaghan Rd	Fredericksburg Rd	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Vance Jackson	Woodstone	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Data Point Dr	Fredericksburg Rd	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Fredericksburg Rd	Hamilton Wolfe	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Fredericksburg Rd	Louis Pasteur Dr	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Fredericksburg Rd	Medical Dr	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Fredericksburg Rd	Wurzbach Rd	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	A L Murphy Hos	Merton Minter	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Babcock Rd	Spring Rain Dr	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Bluemel Rd	Gardendale	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Bluemel Rd	Fredericksburg Rd	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Bluffcreek Dr-Horizon Hill	Medical Dr	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Callaghan Rd	Stonehaven Rd	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Callaghan Rd	Vance Jackson Rd	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Chambers Rd	Fredericksburg Rd	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Cinnamon Creek	Fredericksburg Rd	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Clarke Dr	Fredericksburg Rd	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Danny Kaye	Oakdell Way	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	De Zavala Rd	Indian Woods	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	De Zavala Rd	Lockhill Selma Rd	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	De Zavala Rd	Parksite Woods-Rogers Pkwy	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	FM 1560 N	Sonoma Pkwy	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	FM 1560 N	Windy Crk	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Fredericksburg Rd	Gus Eckert Rd	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Fredericksburg Rd	KENS 5 Driveway	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Fredericksburg Rd	USAA Blvd	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Fredericksburg Rd	USAA Gate 2	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Hausman Rd	University Hts	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Kyle Seale Pkwy	Sonoma Pkwy	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Kyle Seale Pkwy	Loop 1604	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	La Cantera Pky	Shop-LaCantera	Traffic Signal System Modernization (TSSM)
8	2012	Intersection	Loop 1604	Hausman Rd	Traffic Signal System Modernization (TSSM)

**City of San Antonio  
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9	2012	Intersection	Lorenz Rd	Nacogdoches Rd	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Airport Blvd	Northern Blvd	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Airport Blvd	Terminal St	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Ancira Spts Pk	Wetmore Rd	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Bitters Rd-Rogers Ranch Pkwy	Loop 1604	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Brook Hollow	Heimer Rd	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Bulverde Rd	Evans Rd	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Canyon Ridge Elementary Sch	Stone Oak Pkwy	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Eagle Vail	Hardy Oak Blvd	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Ellis Park-Johnson High School	TPC Pkwy	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Encino Rio-Roan Bluff	Evans Rd	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Evans Rd	Roan Park	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Huebner Rd	Loop 1604	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	John Saunders Rd	Terminal St	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Loop 1604	Red Land Rd	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Nacogdoches Rd	New Braunfels Ave	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Nacogdoches Rd	Rockhill Dr	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Nakoma Dr	Warfield St	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	New Braunfels Ave	Sunset Rd	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Promontory Circle	Wilderness Oak	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Red Land Rd	Ridgewood Pkwy	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Ridge Country	Wetmore Rd	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Shops At Stone Oak	Stone Oak Pkwy	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Terminal Dr	US 281	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Wetmore Rd	Wurzbach Pk Nr	Traffic Signal System Modernization (TSSM)
9	2012	Intersection	Wetmore Rd	Wurzbach Pk Sr	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Bulverde Rd	Canyon Pkwy	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Bulverde Rd	Classen Rd	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Bulverde Rd	Harcourt Exit	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Bulverde Rd	Jung	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Bulverde Rd	Loop 1604	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Evans Rd	Nacogdoches Rd	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Gold Canyon	Henderson Pass	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Grandin Pass	Knoll Creek	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Henderson Pass	Turkey Point	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	IH 35	Toepperwein Rd	Traffic Signal System Modernization (TSSM)

**City of San Antonio  
Five-Year Advanced Transportation District (ATD) Improvements Program**

10	2012	Intersection	Independence Av	Judson Rd	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Jones Maltsberger Rd	Red Land Rd	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Judson Rd	Knoll Creek	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Knoll Creek	O Connor Rd	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Randolph Blvd	Royal Ridge Dr	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Randolph Blvd	Weidner Rd N	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Schertz Rd	Weidner Rd N	Traffic Signal System Modernization (TSSM)
10	2012	Intersection	Broadway	Wetmore Rd	Uninterruptible Power Supplies
10	2012	Intersection	Bitters Rd	Wetmore Rd	Uninterruptible Power Supplies
5	2012	Intersection	S Laredo St	S San Marcos	Uninterruptible Power Supplies
7	2012	Intersection	Bandera Rd	Culebra Rd	Uninterruptible Power Supplies
1	2013	Intersection	Arroya Vista Dr	West Av	Uninterruptible Power Supplies
10	2013	Intersection	Stahl Rd	Wetmore Rd	Uninterruptible Power Supplies
3	2013	Intersection	Presa St S	Southcross E	Uninterruptible Power Supplies
8	2014	Intersection	Whisper Sound	Wurzbach Rd	Uninterruptible Power Supplies
8	2014	Intersection	Babcock Rd	Hamilton Wolfe	Uninterruptible Power Supplies
8	2014	Intersection	Babcock Rd	Huebner Rd	Uninterruptible Power Supplies
9	2014	Intersection	Airport Blvd	S Terminal	Uninterruptible Power Supplies
1	2012	Intersection	Jackson-Keller Rd	San Pedro Ave	Video Imaging Vehicle Detection Systems (VIVDS)
2	2012	Intersection	Mesquite Farm	Walzem Rd	Video Imaging Vehicle Detection Systems (VIVDS)
2	2012	Intersection	FM 78 (AKA Seguin Rd)	Summer Fest	Video Imaging Vehicle Detection Systems (VIVDS)
2	2012	Intersection	Gibbs-Sprawl Rd	Walzem Rd	Video Imaging Vehicle Detection Systems (VIVDS)
3	2012	Intersection	S Presa St	E Southcross Blvd	Video Imaging Vehicle Detection Systems (VIVDS)
3	2012	Intersection	Commercial Ave	W Formosa Blvd	Video Imaging Vehicle Detection Systems (VIVDS)
4	2012	Intersection	Cedarhurst Dr	Valley Hi Dr	Video Imaging Vehicle Detection Systems (VIVDS)
5	2012	Intersection	Castroville Rd	SW 26Th St	Video Imaging Vehicle Detection Systems (VIVDS)
6	2012	Intersection	Alamo Pkwy	Culebra Rd	Video Imaging Vehicle Detection Systems (VIVDS)
8	2012	Intersection	Brandeis	De Zavala Rd	Video Imaging Vehicle Detection Systems (VIVDS)
9	2012	Intersection	N New Braunfels Ave	Pershing Ave	Video Imaging Vehicle Detection Systems (VIVDS)
9	2012	Intersection	E Hildebrand Ave	N New Braunfels Ave	Video Imaging Vehicle Detection Systems (VIVDS)
9	2012	Intersection	E Ramsey	San Pedro Ave	Video Imaging Vehicle Detection Systems (VIVDS)
10	2012	Intersection	Nacogdoches Rd	O'Connor Rd	Video Imaging Vehicle Detection Systems (VIVDS)
10	2012	Intersection	Thousand Oaks	Wetmore Rd	Video Imaging Vehicle Detection Systems (VIVDS)



**City of San Antonio  
Five-Year Advanced Transportation District (ATD) Improvements Program**

1	2012	North East ISD	Dellview Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2012	North East ISD	MSRC Alternative Center	School Zone Pavement Markings Upgrade (Crosswalks)
1	2012	North East ISD	Ridgeview Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2012	North East ISD	Int'l School of the Americas Sr	School Zone Pavement Markings Upgrade (Crosswalks)
2	2012	East Central ISD	Sinclair Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2012	North East ISD	Roosevelt Sr	School Zone Pavement Markings Upgrade (Crosswalks)
2	2012	North East ISD	Walzem Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2012	North East ISD	Wilshire Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2012	East Central ISD	Highland Forest Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2012	East Central ISD	Pecan Valley Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2012	Harlandale ISD	Harlandale Alternative Center	School Zone Pavement Markings Upgrade (Crosswalks)
3	2012	Harlandale ISD	Adams Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2012	Harlandale ISD	Gilbert Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2012	Harlandale ISD	Kingsborough Mid	School Zone Pavement Markings Upgrade (Crosswalks)
4	2012	North East ISD	Glenn Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2012	Northside ISD	Adams Hill Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2012	Northside ISD	Westwood Terrace Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2012	Southwest ISD	Sun Valley Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2012	Southwest ISD	Sky Harbour Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2012	Southwest ISD	Indian Creek Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2012	Edgewood ISD	Brentwood Mid	School Zone Pavement Markings Upgrade (Crosswalks)
5	2012	Edgewood ISD	Truman Mid	School Zone Pavement Markings Upgrade (Crosswalks)
5	2012	Edgewood ISD	Winston Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2012	Edgewood ISD	John F Kennedy Sr	School Zone Pavement Markings Upgrade (Crosswalks)
5	2012	Edgewood ISD	Las Palmas Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2012	San Antonio ISD	Briscoe Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2012	Edgewood ISD	Wrenn Mid	School Zone Pavement Markings Upgrade (Crosswalks)
6	2012	Edgewood ISD	Edgewood Fine Arts Academy Sr	School Zone Pavement Markings Upgrade (Crosswalks)
6	2012	Edgewood ISD	Stafford Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2012	Edgewood ISD	Coronado Escobar Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2012	Edgewood ISD	Perales Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2012	Northside ISD	Oliver W Holmes Sr	School Zone Pavement Markings Upgrade (Crosswalks)
6	2012	Northside ISD	Raba Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2012	Northside ISD	Evers Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2012	Northside ISD	Hatchett Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2012	Northside ISD	William H Taft	School Zone Pavement Markings Upgrade (Crosswalks)

**City of San Antonio**  
**Five-Year Advanced Transportation District (ATD) Improvements Program**

6	2012	Northside ISD	Brauchle Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2012	Northside ISD	Jones Mid	School Zone Pavement Markings Upgrade (Crosswalks)
7	2012	Northside ISD	Powell Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2012	Northside ISD	Connally Mid	School Zone Pavement Markings Upgrade (Crosswalks)
7	2012	Northside ISD	Esparza Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2012	Northside ISD	Stevenson Mid	School Zone Pavement Markings Upgrade (Crosswalks)
7	2012	Northside ISD	Elrod Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2012	Northside ISD	Oak Hills Terrace Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2012	Northside ISD	Sul Ross Mid	School Zone Pavement Markings Upgrade (Crosswalks)
8	2012	North East ISD	Oak Meadow Elem	School Zone Pavement Markings Upgrade (Crosswalks)
8	2012	Northside ISD	Beard Elem	School Zone Pavement Markings Upgrade (Crosswalks)
8	2012	Northside ISD	May Elem	School Zone Pavement Markings Upgrade (Crosswalks)
8	2012	Northside ISD	McDermott Elem	School Zone Pavement Markings Upgrade (Crosswalks)
8	2012	Northside ISD	Rawlinson Mid	School Zone Pavement Markings Upgrade (Crosswalks)
8	2012	Northside ISD	Reddix Center Sr	School Zone Pavement Markings Upgrade (Crosswalks)
8	2012	Northside ISD	Health Careers	School Zone Pavement Markings Upgrade (Crosswalks)
8	2012	Northside ISD	Locke Hill Elem	School Zone Pavement Markings Upgrade (Crosswalks)
8	2012	Northside ISD	Boone-Murray Elem	School Zone Pavement Markings Upgrade (Crosswalks)
8	2012	Northside ISD	Hobby Mid	School Zone Pavement Markings Upgrade (Crosswalks)
9	2012	North East ISD	Huebner Elem	School Zone Pavement Markings Upgrade (Crosswalks)
9	2012	North East ISD	Roan Forest Elem	School Zone Pavement Markings Upgrade (Crosswalks)
9	2012	North East ISD	Coker Elem	School Zone Pavement Markings Upgrade (Crosswalks)
9	2012	North East ISD	Encino Park Elem	School Zone Pavement Markings Upgrade (Crosswalks)
9	2012	North East ISD	Tejeda Mid	School Zone Pavement Markings Upgrade (Crosswalks)
9	2012	North East ISD	Wetmore Elem	School Zone Pavement Markings Upgrade (Crosswalks)
9	2012	North East ISD	Hidden Forest	School Zone Pavement Markings Upgrade (Crosswalks)
9	2012	North East ISD	Stone Oak Elem	School Zone Pavement Markings Upgrade (Crosswalks)
10	2012	North East ISD	Garner Mid	School Zone Pavement Markings Upgrade (Crosswalks)
10	2012	North East ISD	Serna Elem	School Zone Pavement Markings Upgrade (Crosswalks)
10	2012	North East ISD	Ace Sr	School Zone Pavement Markings Upgrade (Crosswalks)
10	2012	North East ISD	Clear Spring Elem	School Zone Pavement Markings Upgrade (Crosswalks)
10	2012	North East ISD	Northern Hills	School Zone Pavement Markings Upgrade (Crosswalks)
10	2012	North East ISD	Woodstone Elem	School Zone Pavement Markings Upgrade (Crosswalks)
10	2012	North East ISD	Regency Place	School Zone Pavement Markings Upgrade (Crosswalks)
10	2012	North East ISD	Royal Ridge Elem	School Zone Pavement Markings Upgrade (Crosswalks)
10	2012	North East ISD	Wood Mid	School Zone Pavement Markings Upgrade (Crosswalks)

**City of San Antonio  
Five-Year Advanced Transportation District (ATD) Improvements Program**

10	2012	North East ISD	Redland Oaks Elem	School Zone Pavement Markings Upgrade (Crosswalks)
10	2012	North East ISD	Thousand Oaks Elem	School Zone Pavement Markings Upgrade (Crosswalks)
10	2012	North East ISD	El Dorado Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2013	North East ISD	West Avenue Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2013	North East ISD	Lee Sr	School Zone Pavement Markings Upgrade (Crosswalks)
2	2013	North East ISD	Krueger Mid	School Zone Pavement Markings Upgrade (Crosswalks)
3	2013	Harlandale ISD	Gillette Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2013	Harlandale ISD	McCollum	School Zone Pavement Markings Upgrade (Crosswalks)
3	2013	Harlandale ISD	Terrell Wells	School Zone Pavement Markings Upgrade (Crosswalks)
3	2013	Harlandale ISD	Carrol Bell Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2013	Harlandale ISD	Harlandale Mid	School Zone Pavement Markings Upgrade (Crosswalks)
3	2013	Harlandale ISD	Harlandale Sr	School Zone Pavement Markings Upgrade (Crosswalks)
3	2013	Harlandale ISD	Schulze Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2013	Harlandale ISD	Morrill Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2013	Harlandale ISD	Rayburn Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2013	Harlandale ISD	Bellaire Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2013	Harlandale ISD	Collier Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2013	Harlandale ISD	Vestal Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2013	Edgewood ISD	Memorial Sr	School Zone Pavement Markings Upgrade (Crosswalks)
5	2013	Edgewood ISD	Loma Park Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2013	Harlandale ISD	Flanders/Fenley Center	School Zone Pavement Markings Upgrade (Crosswalks)
6	2013	Edgewood ISD	Henry B. Gonzales Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2013	Edgewood ISD	Gardendale Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2013	Northside ISD	John Jay Sr	School Zone Pavement Markings Upgrade (Crosswalks)
6	2013	Northside ISD	Jones Mid	School Zone Pavement Markings Upgrade (Crosswalks)
6	2013	Northside ISD	Knowlton Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2013	Northside ISD	Lewis Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2013	Northside ISD	Linton Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2013	Northside ISD	Cable Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2013	Northside ISD	W Z Burke Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2013	Northside ISD	Carlos Coon Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2013	Northside ISD	Brauchle Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2013	Northside ISD	Mary Hull Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2013	Northside ISD	Fernandez Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2013	Northside ISD	Braun Station Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2013	Northside ISD	Glass Elem	School Zone Pavement Markings Upgrade (Crosswalks)

**City of San Antonio  
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8	2013	Northside ISD	Clark Sr	School Zone Pavement Markings Upgrade (Crosswalks)
8	2013	Northside ISD	Glenoaks Elem	School Zone Pavement Markings Upgrade (Crosswalks)
8	2013	Northside ISD	Colonies North Elem	School Zone Pavement Markings Upgrade (Crosswalks)
9	2013	North East ISD	Larkspur Elem	School Zone Pavement Markings Upgrade (Crosswalks)
9	2013	North East ISD	Eisenhower Mid	School Zone Pavement Markings Upgrade (Crosswalks)
9	2013	North East ISD	Harmony Hills	School Zone Pavement Markings Upgrade (Crosswalks)
9	2013	North East ISD	Bradley Mid	School Zone Pavement Markings Upgrade (Crosswalks)
10	2013	North East ISD	Stahl Elem	School Zone Pavement Markings Upgrade (Crosswalks)
10	2013	North East ISD	Longs Creek Elem	School Zone Pavement Markings Upgrade (Crosswalks)
10	2013	North East ISD	Madison Sr	School Zone Pavement Markings Upgrade (Crosswalks)
10	2013	North East ISD	McArthur Sr	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	San Antonio ISD	Hawthorne Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	San Antonio ISD	Cotton Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	San Antonio ISD	Beacon Hill Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	San Antonio ISD	Nelson Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	San Antonio ISD	Franklin Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2014	San Antonio ISD	Arnold Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2014	San Antonio ISD	Herff Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2014	San Antonio ISD	Gates Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2014	San Antonio ISD	Smith Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2014	San Antonio ISD	Rogers Mid	School Zone Pavement Markings Upgrade (Crosswalks)
3	2014	San Antonio ISD	Foster Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2014	San Antonio ISD	Highland Park Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2014	Northside ISD	E M Pease Mid	School Zone Pavement Markings Upgrade (Crosswalks)
4	2014	Northside ISD	Valley Hi Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2014	San Antonio ISD	Brackenridge Sr	School Zone Pavement Markings Upgrade (Crosswalks)
5	2014	San Antonio ISD	DeZavala Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2014	San Antonio ISD	J T Brackenridge Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2014	San Antonio ISD	Irving Mid	School Zone Pavement Markings Upgrade (Crosswalks)
5	2014	San Antonio ISD	Ogden Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2014	San Antonio ISD	Rhodes Mid	School Zone Pavement Markings Upgrade (Crosswalks)
5	2014	San Antonio ISD	Graebner Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2014	Northside ISD	Myers Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2014	Northside ISD	Meadow Village Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2014	Northside ISD	Zachry Mid	School Zone Pavement Markings Upgrade (Crosswalks)
6	2014	Northside ISD	Earl Warren Sr	School Zone Pavement Markings Upgrade (Crosswalks)

**City of San Antonio  
Five-Year Advanced Transportation District (ATD) Improvements Program**

6	2014	Northside ISD	Timberwilde Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2014	Northside ISD	Passmore Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2014	Northside ISD	Northwest Crossing Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2014	Northside ISD	Thornton Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2014	Northside ISD	Villareal Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2014	Northside ISD	Earl Rudder Mid	School Zone Pavement Markings Upgrade (Crosswalks)
7	2014	San Antonio ISD	Longfellow Mid	School Zone Pavement Markings Upgrade (Crosswalks)
7	2014	San Antonio ISD	Baskin Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2014	San Antonio ISD	Fenwick Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2014	San Antonio ISD	Huppertz Elem	School Zone Pavement Markings Upgrade (Crosswalks)
8	2014	Northside ISD	Katherine Stinson Mid	School Zone Pavement Markings Upgrade (Crosswalks)
8	2014	Northside ISD	Scobee Elem	School Zone Pavement Markings Upgrade (Crosswalks)
9	2014	San Antonio ISD	Lamar Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2015	North East ISD	Colonial Hills Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2015	North East ISD	Nimitz Mid	School Zone Pavement Markings Upgrade (Crosswalks)
1	2015	North East ISD	Olmos Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2015	San Antonio ISD	Austin Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2015	San Antonio ISD	Wilson Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2015	San Antonio ISD	Twain Mid	School Zone Pavement Markings Upgrade (Crosswalks)
1	2015	San Antonio ISD	Bonham Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	North East ISD	White Mid	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	North East ISD	Camelot Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	North East ISD	East Terrell Hills Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	San Antonio ISD	Cameron Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	San Antonio ISD	Stewart Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2015	San Antonio ISD	Bowden Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2015	Harlandale ISD	Wright Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2015	Harlandale ISD	Scheh Center Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2015	San Antonio ISD	Ball Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2015	San Antonio ISD	Steele Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	Harlandale ISD	Columbia Heights Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	Northside ISD	Ed Cody Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	Northside ISD	Sam Rayburn Mid	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	Northside ISD	Lackland City Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	South San Antonio ISD	Roy P Benavidez	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	South San Antonio ISD	South San Antonio Sr - West Campus	School Zone Pavement Markings Upgrade (Crosswalks)

**City of San Antonio**  
**Five-Year Advanced Transportation District (ATD) Improvements Program**

4	2015	South San Antonio ISD	South San Antonio Sr	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	South San Antonio ISD	Alan B Shepard	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	South San Antonio ISD	Neil Armstrong Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	South San Antonio ISD	Hutchins Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2015	South San Antonio ISD	Frank Madla Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2015	Harlandale ISD	Stonewall-Flanders Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2015	San Antonio ISD	Burbank Sr	School Zone Pavement Markings Upgrade (Crosswalks)
5	2015	San Antonio ISD	Carvajal Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2015	San Antonio ISD	Storm Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2015	San Antonio ISD	Brewer Elem	School Zone Pavement Markings Upgrade (Crosswalks)
6	2015	North East ISD	Reagan Sr	School Zone Pavement Markings Upgrade (Crosswalks)
6	2015	Northside ISD	Jordan Mid	School Zone Pavement Markings Upgrade (Crosswalks)
7	2015	Edgewood ISD	Lyndon B Johnson Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2015	Northside ISD	Pat Neff Mid	School Zone Pavement Markings Upgrade (Crosswalks)
7	2015	San Antonio ISD	Woodlawn Elem	School Zone Pavement Markings Upgrade (Crosswalks)
8	2015	Northside ISD	Rhodes Elem	School Zone Pavement Markings Upgrade (Crosswalks)
8	2015	Northside ISD	Howsman Elem	School Zone Pavement Markings Upgrade (Crosswalks)
9	2015	North East ISD	Hardy Oak	School Zone Pavement Markings Upgrade (Crosswalks)
9	2015	North East ISD	Churchill Sr	School Zone Pavement Markings Upgrade (Crosswalks)
10	2015	North East ISD	Fox Run Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2016	San Antonio ISD	Whittier Mid	School Zone Pavement Markings Upgrade (Crosswalks)
1	2016	San Antonio ISD	Maverick Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2016	San Antonio ISD	Rogers Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2016	San Antonio ISD	Neal Elem	School Zone Pavement Markings Upgrade (Crosswalks)
1	2016	San Antonio ISD	Margil Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	San Antonio ISD	Houston Sr	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	San Antonio ISD	Pickett Academy	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	San Antonio ISD	MLK Mid	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	San Antonio ISD	Poe Mid	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	San Antonio ISD	Tynan Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	San Antonio ISD	Hirsch Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	San Antonio ISD	Miller Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	San Antonio ISD	Wheatley Mid	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	San Antonio ISD	Pershing Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	San Antonio ISD	Washington Elem	School Zone Pavement Markings Upgrade (Crosswalks)
2	2016	San Antonio ISD	White Elem	School Zone Pavement Markings Upgrade (Crosswalks)

**City of San Antonio  
Five-Year Advanced Transportation District (ATD) Improvements Program**

Year	Year	ISD	School	Improvement
3	2016	San Antonio ISD	Highlands Sr	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	San Antonio ISD	Japhet Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	San Antonio ISD	Riverside Park	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	San Antonio ISD	Knox Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	San Antonio ISD	Schenck Elem	School Zone Pavement Markings Upgrade (Crosswalks)
3	2016	San Antonio ISD	Highland Hills Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	South San Antonio ISD	Kindred Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	South San Antonio ISD	Abraham Kazen Mid	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	South San Antonio ISD	Palo Alto Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	South San Antonio ISD	Five Palms Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	South San Antonio ISD	Miguel Carrillo Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	South San Antonio ISD	Price Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Southwest ISD	Bob Hope Elem	School Zone Pavement Markings Upgrade (Crosswalks)
4	2016	Southwest ISD	Hidden Cove Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	San Antonio ISD	Kelly Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	San Antonio ISD	Navarro Achievement	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	San Antonio ISD	Lowell Mid	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	San Antonio ISD	Tafolla Mid	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	San Antonio ISD	Sarah King Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	San Antonio ISD	Rodriguez Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	San Antonio ISD	Lanier Sr	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	San Antonio ISD	Hillcrest Elem	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	South San Antonio ISD	Dwight Mid	School Zone Pavement Markings Upgrade (Crosswalks)
5	2016	South San Antonio ISD	Athens Elem	School Zone Pavement Markings Upgrade (Crosswalks)
7	2016	San Antonio ISD	Jefferson Sr	School Zone Pavement Markings Upgrade (Crosswalks)
7	2016	San Antonio ISD	Madison Elem	School Zone Pavement Markings Upgrade (Crosswalks)