

AN ORDINANCE **2016-08-18-0607**

**AUTHORIZING THE ACQUISITION OF A 26.02
ACRE TRACT OF LAND IN NCB 17726 ALONG
CLASSEN ROAD TO EXPAND FRIESENHAHN
PARK LOCATED IN COUNCIL DISTRICT 10 FOR A
TOTAL AMOUNT OF \$100,000.00 IN CERTIFICATE
OF OBLIGATION FUNDS APPROVED IN THE FY
2016-2021 ADOPTED ANNUAL CAPITAL BUDGET.**

* * * * *

WHEREAS, the proposed acquisition will be utilized for future park development and will expand Friesenhahn Park from 11.57 acres to approximately 38.0 acres; and

WHEREAS, this is consistent with recommendations outlined in the Parks and Recreation System Strategic Plan for the Northeast subarea; and

WHEREAS, this plan recommends the acquisition of additional park acreage to meet the service goals, especially in regards to neighborhood based parks; and

WHEREAS, discussions began with representatives from Longs Creek Homeowners Association, District 10 City Council Office and the Parks and Recreation Department in 2015; and

WHEREAS, the Parks and Recreation Department has worked closely with the neighborhood and City Council Office to address the desire for additional park land in the community; and

WHEREAS, the property will be acquired using \$100,000.00 in Certificate of Obligation funds appropriated in the FY 2016-2021 Adopted Annual Capital Budget; and

WHEREAS, the funds will utilize \$98,400.00 for the actual purchase of the property and \$1,600.00 for the associated closing costs; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, or the Director of the Parks and Recreation Department or his designee, is authorized to acquire a 26.02 acre tract of land in NCB 17726 along Classen Road to expand Friesenhahn Park. A copy of the Sales Agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. The City Manager or her designee, or the Director of the Parks and Recreation Department or his designee, is further authorized to execute any necessary documents to effectuate said acquisition.

SECTION 3. Payment in the amount not to exceed \$100,000.00 in SAP Fund 43099000, Certificates of Obligation Capital Project, SAP Project Definition 26-00647, Friesenhahn Park Expansion, is authorized to be encumbered and made payable to the selected title company, for land and closing costs, on approximately 26.02 acre tract of land located in NCB 17726 in Council District 10 in Bexar County, Texas. Payments for services are contingent upon the availability of funds and the sale of future City of San Antonio, Certificate of Obligation Bonds in accordance with the adopted capital budget. Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

SECTION 4. The acquisition of property must be coordinated through the City's Finance Department to assure the addition of these assets into the City's financial records and to record the proper accounting transactions.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 18th day of August, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	9 (in consent vote: 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22)						
Date:	08/18/2016						
Time:	09:17:28 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the acquisition of a 26.02 acre tract of land in NCB 17726 along Classen Road to expand Friesenhahn Park located in Council District 10 for a total amount of \$100,000.00 in Certificate of Obligation funds approved in the FY 2016-2021 Adopted Annual Capital Budget. [María Villagómez, Assistant City Manager; Xavier D. Urrutia, Director, Parks and Recreation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I



Project: Friesenhahn Park Expansion

Parcel
Address: 15386 Classen Road

CITY OF SAN ANTONIO

P. O. BOX 839966
SAN ANTONIO TEXAS 78283-3966

SALES AGREEMENT

* * * * *

STATE OF TEXAS }
 {
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, Longs Creek Homeowners Association, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of **\$98,400.00 and No/100 (\$98,400.00) DOLLARS** (the "Purchase Price") and upon the terms and conditions hereof, contracts to **GRANT, SELL and CONVEY** by Special Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good, marketable, and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises (the "Premises") in the City of San Antonio, Bexar County, Texas, to-wit:

Being 26.0205 acres of land in the City of San Antonio, Bexar County, Texas, consisting of 14.8764 acres of land out of a 75.741 acre tract and 11.1441 acres of land out of a 118.487 acre tract, both recorded in Volume 5114, Page 55, Real Property Records of said County, out of the Thomas Jackson Survey No. 323, Abstract 384, New City Block 17726.

together with all improvements and other things incident or belonging thereto, including all right, title and interest in or to all adjoining streets or alleys.

- 1) **CONSIDERATION:** \$98,400.00
- 2) **SPECIAL CONDITIONS:** SELLER will remove any and all construction and other related debris on the Property prior to closing. Final acceptance of the Property by the PURCHASER is contingent on the removal of the aforementioned debris by the SELLER as outlined in Attachment A.
- 3) **SURVEY:** SELLER has furnished a true and correct survey of the property made by a Registered Professional Land Surveyor and PURCHASER has no objection to this survey.
- 4) **AGREED PURCHASE PRICE:** The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the SELLER, if any.
- 5) **CLOSING COSTS:** The PURCHASER, shall pay for a title policy for PURCHASER and for any affidavits or other documents or instruments required of SELLER. PURCHASER shall pay for all other closing costs not covered by the preceding sentence.
- 6) **TITLE COMPANY:** Chicago Title of Texas, LLC shall act as escrow agent. SELLER, upon demand by the PURCHASER, agrees to deliver the deed duly executed to the escrow agent at its San Antonio office, and to surrender possession the Premises to PURCHASER upon closing of the escrow.
- 7) **PAYMENT:** The Purchase Price is payable at the time of the delivery of such deed.

8) LOSS OR DAMAGE: Until closing of escrow, loss or damage to the Premises by fire or other casualty shall be at the risk of the **SELLER** and the amount thereof shall be deducted from the Purchase Price. In the event this sale fails to close through no fault of **SELLER**, and **PURCHASER** does not proceed to condemnation, **PURCHASER** shall repair any damage caused by **PURCHASER'S** entry on the Premises.

9) TAXES & RENTS: At or before closing, **SELLER** shall pay all taxes on the Premises, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed. Current rents are to be prorated as of the date of the delivery of the deed. If this Sale or **PURCHASER'S** use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of the **PURCHASER**. If **SELLER'S** change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by **SELLER** results in Assessments for periods prior to closing, the Assessments will be the obligation of the **SELLER**. Obligations imposed by this paragraph will survive closing.

10) APPROVAL BY CITY COUNCIL: This transaction is subject to the approval of the City Council of the City of San Antonio through passage of an appropriate ordinance. It shall not be binding upon the **PURCHASER** until it is so approved and executed by the **PURCHASER**, acting by and through its City Manager or other designated official. This contract contains the entire consideration for the sale and conveyance of the Premises; it being agreed and understood that there is no valid other written or verbal agreement regarding the Premises between **SELLER** and the City, or any officer or employee of the City.

11) TITLE DEFECTS: If examination of title or any other source discloses any defects in the title to the Premises which, in the opinion of the **PURCHASER**, cannot be cured in a reasonable time or which negatively impact the value of the Premises, then the **PURCHASER**, in lieu of completing the purchase of the Premises, may proceed to acquire the same by condemnation. The **SELLER** agrees, as an independent stipulation, to such condemnation upon payment of "just compensation". "Just compensation" shall be deemed and is the purchase price above stated, which price the **SELLER** hereby declares to be the fair market value of its interest in the Premises.

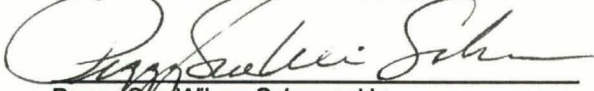
12) CLOSING: Closing shall occur on _____ or such later date as is mutually agreeable to the parties hereof. Time is of the essence.

(Signatures on next page)

IN WITNESS WHEREOF, the parties have signed this instrument on the dates set forth below

SELLERS:

Longs Creek Homeowners Association



Peggy Sue Wilson Schmueckle
President, Longs Creek Homeowners Association

Peggy Sue Wilson-Schmueckle
Print Name

Federal Tax ID Number:

74-2617449

OWNER'S ADDRESS: 6391 DeZavala Road, Suite 223D
San Antonio, Tx 78249

Date: 7-19-2016

PURCHASER:

The City of San Antonio

By: _____
CITY MANAGER OR DESIGNEE

ACCEPTED:

_____ TITLE COMPANY AS ESCROW AGENT

Negotiator: _____

ATTACHMENT "A"

FRIESENHAHN PARK PROPERTIES CLEAN UP CHECK LIST

The Long's Creak HOA is responsible for cleaning and removing the following items identified on the 26.0205 acre tract prior to acceptance by the City of San Antonio:

- 1.) Shingles _____
- 2.) Debris _____
- 3.) Concrete and asphalt piles _____
- 4.) Homeless camp _____
- 5.) Barbed wire fencing _____
- 6.) Brick piles _____
- 7.) Cement pipe _____
- 8.) Concrete bar _____
- 9.) Gas can and wiring _____
- 10.) Rock mounds _____
- 11.) Rocks, battery and debris _____
- 12.) Shingles _____
- 13.) Abandoned concrete _____
- 14.) Asphalt piles _____
- 15.) Concrete and asphalt _____
- 16.) Second homeless camp _____

If any other debris is identified during the clean up process, the Long's Creek Homeowners Association is responsible for removing prior to final acceptance by the Parks and Recreation Department. A final inspection by the Parks and Recreation Department will occur at the conclusion of the clean up.

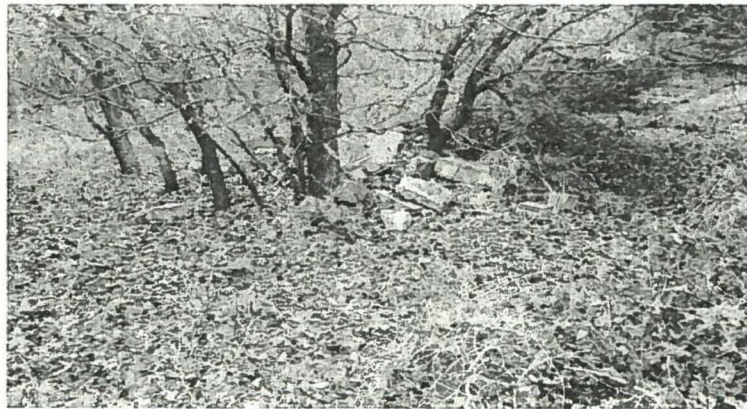
1.) Shingles



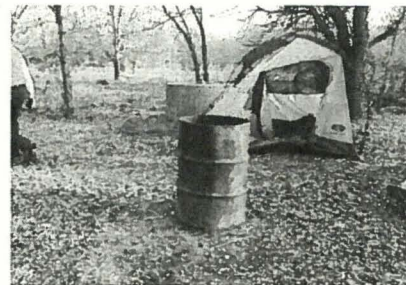
2.) Debris



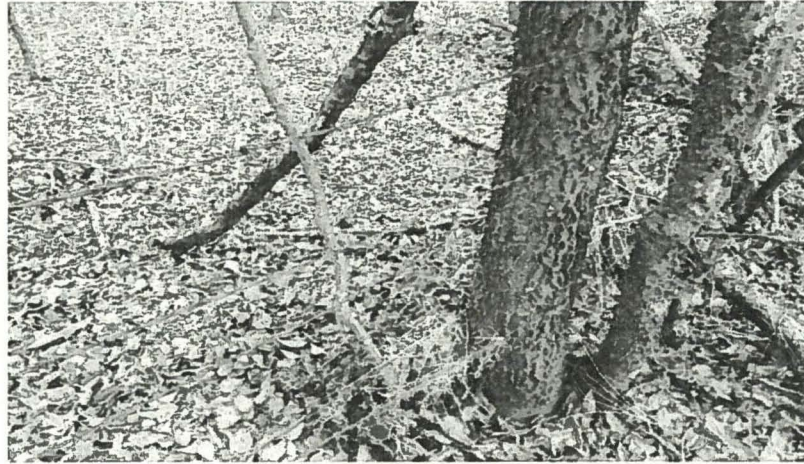
3.) Concrete and asphalt piles



4.) Homeless camp



5.) Barbed wire fencing



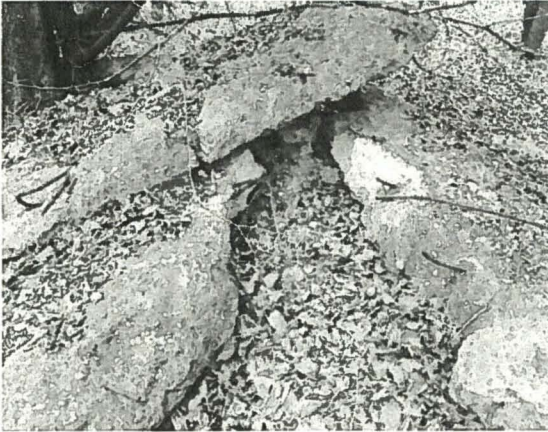
6.) Brick Piles



7.) Cement Pipe



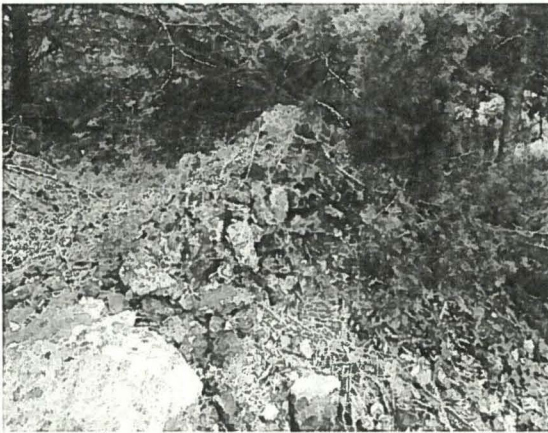
8.) Concrete bar



9.) Gas can and wiring



10.) Rock mounds



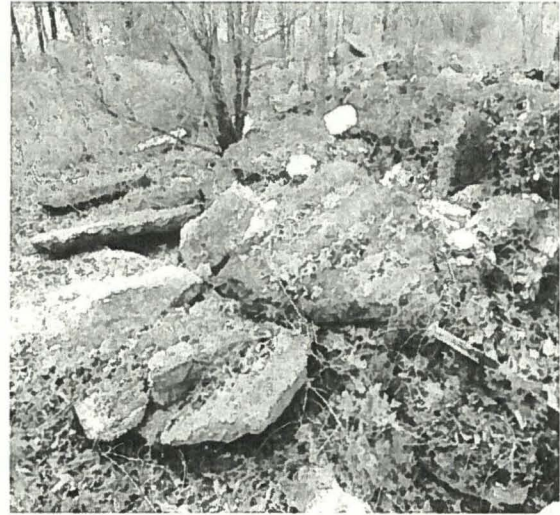
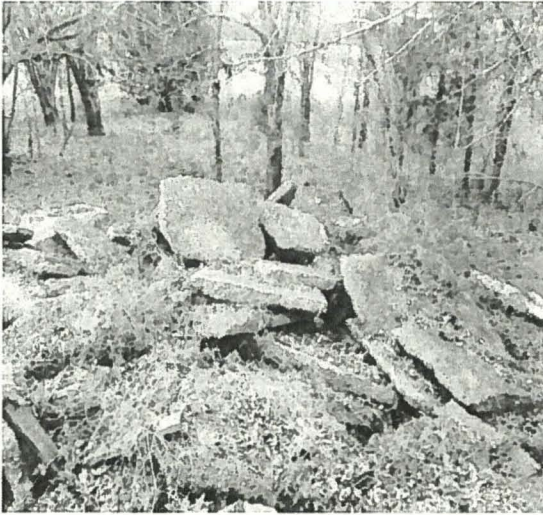
11.) Rocks, battery and debris



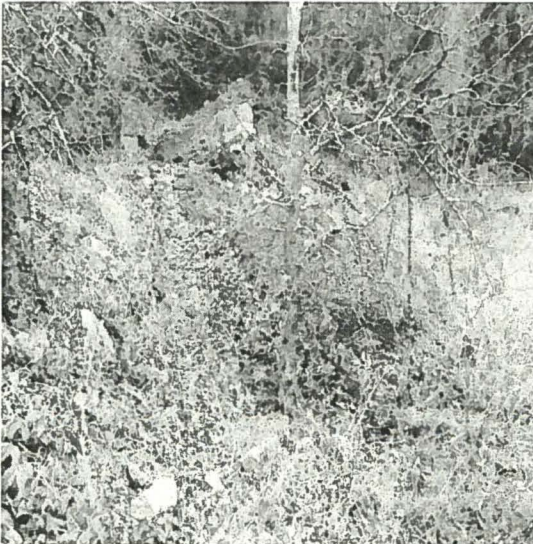
12.) Shingles



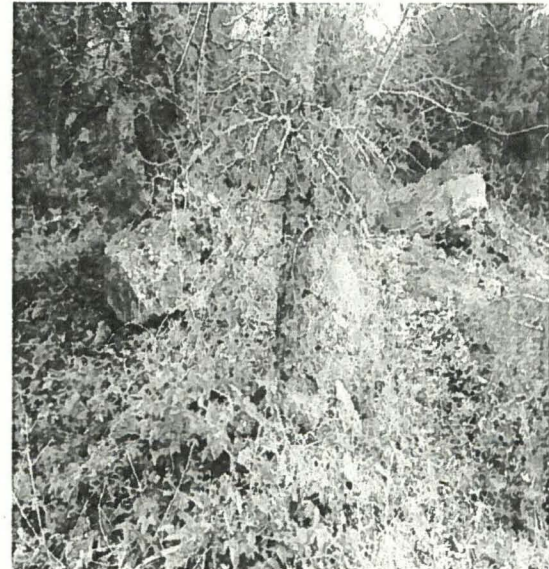
13.) Abandoned concrete



14.) Asphalt piles



15.) Concrete and asphalt



16.) Second homeless camp

