

AN ORDINANCE 2013 - 11 - 07 - 0764'

AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE BEXAR COUNTY VENUE TAX PROJECTS LICENSE AGREEMENTS WITH MCALLISTER PARK LITTLE LEAGUE, INC., CLASSICS SOCCER ACADEMY, AND SOUTHEAST BOYS BASEBALL, INC. FOR THE CONTINUATION OF THE TERM FOR A FIVE YEAR PERIOD BEGINNING NOVEMBER 1, 2013, AND AMENDS REPORTING REQUIREMENTS.

* * * * *

WHEREAS, in 2008 voters approved a Bexar County Venue Tax Program (BCVTP) that provided funding for various amateur sports organizations to develop or expand sports complexes to serve local teams and enhance tourism; and

WHEREAS, in instances where these projects are located on City of San Antonio owned land, the City entered into license agreements with the sports organizations to provide use of the land; and

WHEREAS, under the terms of these agreements, the sports groups assumed responsibility for the operation and maintenance of the complexes in lieu of rent to the City; and

WHEREAS, the primary term of the agreements is five years with seven five-year renewal options for a total of up to 40 years; and

WHEREAS, three of these organizations were McAllister Park Little League, Inc. (MPLL), Classics Elite Soccer Academy (CESA) and Southeast Boys Baseball, Inc. (SEBB); and

WHEREAS, MPLL has operated their program in McAllister Park since 1977 and added amenities with the BCVTP funding; and

WHEREAS, in 2012 they served over 1,000 youth ages 4-18 years old at their 10 play field complex; and

WHEREAS, CESA has operated their program on City land since 2004 and they constructed their five field complex at McAllister Park with the BCVTP funding in 2010; and

WHEREAS, in 2012 they served over 900 youth ages 7-18 years old;

WHEREAS, SEBB has operated their program in Southside Lions Park since 1969 and expanded their complex to 8 fields in 2010 with BCVTP funding;

WHEREAS, in 2012 they served over 500 youth ages 3-14 years old; and

WHEREAS, in addition to local participation, each of these complexes is available for use by other sports groups; and

WHEREAS, the primary term of these Agreements ends on October 31, 2013; and

WHEREAS, Amendment No. 2 to the MPLL Agreement, Amendment No. 1 to the CESA Agreement and Amendment No. 2 to the SEBB Agreement will allow for the first five year renewal option, through October 31, 2018; and

WHEREAS, in addition, the amendments facilitate changes to the reporting requirements to reflect current City and County reporting practices; **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 execute amendments to the Bexar County Venue Tax Projects License Agreements with McAllister Park Little League, Inc., Classics Soccer Academy, and Southeast Boys Baseball, Inc. continuing the term for each agreement for a five year period beginning November 1, 2013, and amending reporting requirements. A copy of each amendment is attached hereto and incorporated herein for all purposes as **Attachment I, II and III.**

SECTION 2. 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 3. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 7th day of November, 2013.


M A Y O R
Julián Castro

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


for Michael Bernard, City Attorney

Agenda Item:	33 (in consent vote: 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, , , 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35)
Date:	11/07/2013
Time:	11:18:38 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of Amendments to the Bexar County Venue Tax Projects License Agreements with McAllister Park Little League, Inc., Classics Soccer Academy, and Southeast Boys Baseball, Inc. continuing the term of each agreement for a five year period beginning November 1, 2013, and amending reporting requirements. [Gloria Hurtado, Assistant City Manager; Xavier Urrutia, Director, Parks & Recreation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			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				
Carlton Soules	District 10		x				

**LICENSE AGREEMENT
BEXAR COUNTY VENUE TAX PROJECTS
McALLISTER PARK LITTLE LEAGUE, INC.
AMENDMENT NO. 2**

This Amendment No. 2 (“Amendment”) to the License Agreement Bexar County Venue Tax Projects McAllister Park Little League, Inc. (“Agreement”) is by and between the City of San Antonio, a Texas municipal corporation (“City”), acting by and through its City Manager or her designee, pursuant to Ordinance No. _____ passed and approved on _____, 2013, and McAllister Park Little League, Inc., a Texas non-profit organization (“Licensee”).

WHEREAS, pursuant to Ordinance No. 2008-09-18-0835, passed and approved on September 18, 2008, City and Licensee entered into a License Agreement Bexar County Venue Tax Projects for a sports complex in McAllister Park; and

WHEREAS, pursuant to Ordinance No. 2011-01-13-0021, passed and approved on January 13, 2011, City and Licensee approved Amendment No. 1 to the Agreement for an administrative correction; and

WHEREAS, City and Licensee now mutually desire to amend the Agreement to approve a renewal term and to clarify reporting requirements,

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, City and Licensee agree as follows:

1. ARTICLE 4 TERM IS MODIFIED TO ADD THE FOLLOWING:

4.3 The first renewal option of this Agreement for a term of five (5) years beginning on November 1, 2013 and expiring on October 31, 2018, if not earlier terminated according to the terms hereof, is hereby exercised.

2. ARTICLE 8 SCHEDULED MAINTENANCE IS MODIFIED AS FOLLOWS:

The first sentence of 8.1 is deleted and replaced with the following:

8.1 If requested by City, Licensee agrees to provide to City a copy of its annual maintenance program and to submit same in writing to City within thirty (30) days after receipt of City’s request.

3. ARTICLE 15 REPORTS AND RECORDS IS MODIFIED AS FOLLOWS:

Paragraphs 15.1 and 15.2 are deleted in their entirety and replaced with the following:

15.1 Within sixty (60) days following the end of Licensee's fiscal year, Licensee shall provide to City an annual report that shall include the following:

15.1.1 Copies of all inspection reports completed by Bexar County or their designee in the previous calendar year and provided to Licensee and all reports submitted to Bexar County by Licensee during the previous calendar year;

15.1.2 Accounting of the Capital Repair and Improvement Fund, as defined in Section 6.3 above, including detail regarding all funds deposited on a monthly basis and withdrawals for repairs and improvements, accompanied by copies of each monthly bank statement for the Capital Repair and Improvement Fund bank account for the previous calendar year.

15.1.3 List of current officers including address, telephone number and e-mail address

15.1.4 Number of participants in Licensee's programs, including age range.

15.1.5 Any modifications to Licensee's by-laws and/or articles of incorporation

15.2 If requested by City, League will provide an accounting of its revenue and expenditures for one or more of its fiscal years; such accounting to be provided within fifteen (15) days after receipt of a written request from City.

Except as modified herein, all terms and conditions contained in the Agreement entered into under the authority of Ordinance No. 2008-09-18-0835, as amended, shall remain in full force and effect.

EXECUTED on this _____ day of _____, 2013.

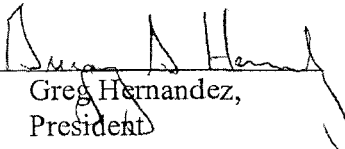
CITY:

City of San Antonio, a Texas
Municipal corporation

Licensee:

McAllister Park Little League, Inc.

By: _____
City Manager

By: 
Greg Hernandez,
President

Attest: _____
City Clerk

Approved as to Form: _____

**LICENSE AGREEMENT
BEXAR COUNTY VENUE TAX PROJECTS
CLASSICS ELITE SOCCER ACADEMY
AMENDMENT NO. 1**

This Amendment No. 1 (“Amendment”) to the License Agreement Bexar County Venue Tax Projects Classics Elite Soccer Academy (“Agreement”) is by and between the City of San Antonio, a Texas municipal corporation (“City”), acting by and through its City Manager or her designee, pursuant to Ordinance No. _____ passed and approved on _____, 2013, and Classics Elite Soccer Academy, a Texas non-profit organization (“Licensee”).

WHEREAS, pursuant to Ordinance No. 2008-09-18-0836, passed and approved on September 18, 2008, City and Licensee entered into a License Agreement Bexar County Venue Tax Projects for a sports complex in McAllister Park; and

WHEREAS, City and Licensee now mutually desire to amend the Agreement to approve a renewal term and to clarify reporting requirements,

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, City and Licensee agree as follows:

1. ARTICLE 4 TERM IS MODIFIED TO ADD THE FOLLOWING:

4.3 The first renewal option of this Agreement for a term of five (5) years beginning on November 1, 2013 and expiring on October 31, 2018, if not earlier terminated according to the terms hereof, is hereby exercised.

2. ARTICLE 8 SCHEDULED MAINTENANCE IS MODIFIED AS FOLLOWS:

The first sentence of 8.1 is deleted and replaced with the following:

8.1 If requested by City, Licensee agrees to provide to City a copy of its annual maintenance program and to submit same in writing to City within thirty (30) days after receipt of City’s request.

3. ARTICLE 15 REPORTS AND RECORDS IS MODIFIED AS FOLLOWS:

Paragraphs 15.1 and 15.2 are deleted in their entirety and replaced with the following:

15.1 Within sixty (60) days following the end of Licensee’s fiscal year of each year, Licensee shall provide to City an annual report that shall include the following:

15.1.1 Copies of all inspection reports completed by Bexar County or their designee in the previous calendar year and provided to Licensee and all reports submitted to Bexar County by Licensee during the previous calendar year;

15.1.2 Accounting of the Capital Repair and Improvement Fund, as defined in Section 6.3 above, including detail regarding all funds deposited on a monthly basis and withdrawals for repairs and improvements, accompanied by copies of each monthly bank statement for the Capital Repair and Improvement Fund bank account for the previous calendar year.

15.1.3 List of current officers including address, telephone number and e-mail address

15.1.4 Number of participants in Licensee's programs, including age range.

15.1.5 Any modifications to Licensee's by-laws and/or articles of incorporation

15.2 If requested by City, League will provide an accounting of its revenue and expenditures for one or more of its fiscal years, in a form acceptable to City; such accounting to be provided within fifteen (15) days after receipt of a written request by City.

Except as modified herein, all terms and conditions contained in the Agreement entered into under the authority of Ordinance No. 2008-09-18-0835 shall remain in full force and effect.

EXECUTED on this _____ day of _____, 2013.

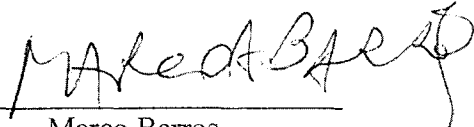
CITY:

City of San Antonio, a Texas
Municipal corporation

Licensee:

Classics Elite Soccer Academy

By: _____
City Manager

By: 

Marco Barros,
President

Attest: _____
City Clerk

Approved as to Form: _____

**LICENSE AGREEMENT
BEXAR COUNTY VENUE TAX PROJECTS
SOUTHEAST BOYS BASEBALL, INC.
AMENDMENT NO. 2**

This Amendment No. 2 (“Amendment”) to the License Agreement Bexar County Venue Tax Projects Southeast Boys Baseball, Inc. (“Agreement”) is by and between the City of San Antonio, a Texas municipal corporation (“City”), acting by and through its City Manager or her designee, pursuant to Ordinance No. _____ passed and approved on _____, 2013, and Southeast Boys Baseball, Inc., a Texas non-profit organization (“Licensee”).

WHEREAS, pursuant to Ordinance No. 2008-09-18-0834, passed and approved on September 18, 2008, City and Licensee entered into a License Agreement Bexar County Venue Tax Projects for a sports complex in Southside Park; and

WHEREAS, pursuant to Ordinance No. 2011-01-13-0021, passed and approved on January 13, 2011, City and Licensee approved Amendment No. 1 to the Agreement for an administrative correction; and

WHEREAS, City and Licensee now mutually desire to amend the Agreement to approve a renewal term and to clarify reporting requirements,

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, City and Licensee agree as follows:

1. ARTICLE 4 TERM IS MODIFIED TO ADD THE FOLLOWING:

4.3 The first renewal option of this Agreement for a term of five (5) years beginning on November 1, 2013 and expiring on October 31, 2018, if not earlier terminated according to the terms hereof, is hereby exercised.

2. ARTICLE 8 SCHEDULED MAINTENANCE IS MODIFIED AS FOLLOWS:

The first sentence of 8.1 is deleted and replaced with the following:

8.1 If requested by City, Licensee agrees to provide to City a copy of its annual maintenance program and to submit same in writing to City within thirty (30) days after receipt of City’s request.

3. ARTICLE 15 REPORTS AND RECORDS IS MODIFIED AS FOLLOWS:

Paragraphs 15.1 and 15.2 are deleted in their entirety and replaced with the following:

15.1 Within sixty (60) days following the end of Licensee's fiscal year of each year Licensee shall provide to City an annual report that shall include the following:

15.1.1 Copies of all inspection reports completed by Bexar County or their designee in the previous calendar year and provided to Licensee and all reports submitted to Bexar County by Licensee during the previous calendar year;

15.1.2 Accounting of the Capital Repair and Improvement Fund, as defined in Section 6.3 above, including detail regarding all funds deposited on a monthly basis and withdrawals for repairs and improvements, accompanied by copies of each monthly bank statement for the Capital Repair and Improvement Fund bank account for the previous calendar year.

15.1.3 List of current officers including address, telephone number and e-mail address

15.1.4 Number of participants in Licensee's programs, including age range.

15.1.5 Any modifications to Licensee's by-laws and/or articles of incorporation

15.2 If requested by City, League will provide an accounting of its revenue and expenditures for one or more of its fiscal years in a form acceptable to City; such accounting to be provided within fifteen (15) days after receipt of a written request from City.

Except as modified herein, all terms and conditions contained in the Agreement entered into under the authority of Ordinance No. 2008-09-18-0834, as amended, shall remain in full force and effect.

EXECUTED on this _____ day of _____, 2013.

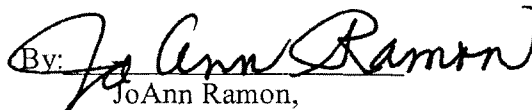
CITY:

City of San Antonio, a Texas
Municipal corporation

Licensee:

Southeast Boys Baseball, Inc.

By: _____
City Manager

By: 
JoAnn Ramon,
President

Attest: _____
City Clerk

Approved as to Form: _____