

AN ORDINANCE 2016-05-12-0341

AMENDING THE FY 2016 ANNUAL OPERATING AND CAPITAL BUDGET TO ADJUST REVENUE AND APPROPRIATION LEVELS IN CERTAIN FUNDS BASED UPON THE RECENTLY COMPLETED MID-YEAR REVENUE AND EXPENDITURE ESTIMATES AND INCREASING PERSONNEL LEVELS AND APPROVING CONTRACTS RELATED TO CERTAIN OF SUCH ADJUSTMENTS.

* * * * *

WHEREAS, in accordance with the applicable provisions of the City Charter and the Texas Local Government Code, and pursuant to Ordinance No. 2015-09-10-0754, passed and approved September 10, 2015 (the "FY 2016 Budget Ordinance"), the City's Annual Operating Budget for FY 2016 was adopted (the "Budget"); and

WHEREAS, the Budget contains the projected revenues and expenditures for the operations of the City for the Fiscal Year; and

WHEREAS, pursuant to Ordinance No. 2015-10-15-0875, passed and approved on October 15, 2015, the FY 2016 Budget Ordinance was amended to appropriate funds for City Council requested amendments to the General Fund budget that had been deferred in September in anticipation that a collective bargaining agreement with the Police Union would be tentatively agreed upon by early October; and

WHEREAS, on May 11, 2016, City staff presented the City Council with the "Six Plus Six" Budget and Finance Report, which consisted of a financial and budgetary report on the second quarter of the FY 2016 Budget; and

WHEREAS, as part of the May 11, 2016 presentation to the City Council, City staff recommended that the actions set forth in Attachment 1, 2, and 4 of this Ordinance be taken in the General Fund, Restricted Funds, and Capital Budget; and

WHEREAS, following extensive discussions and deliberations on the subject, the City Council desires to accept all of the City staff recommendations; **NOW THEREFORE:**

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

SECTION 1. General Fund Revenue and Expenditure Adjustments. The FY 2016 Budget adopted through Ordinance No. 2015-09-10-0754, passed and approved September 10, 2015, and as amended by Ordinance No. 2015-10-15-0875 passed and approved on October 15, 2015, is hereby further amended to adjust each of the Funds identified below in the manner specified.

A. General Fund Revenue. The FY 2016 Budget approved revenues of \$1,096,298,734 for the General Fund. The General Fund revenues were revised on October 15, 2016 to \$1,096,698,734. Since that time, certain revenues received in the General Fund have been lower than the amounts projected, to include CPS and sales tax. This ordinance revises the revenue in the General Fund for FY 2016 to \$1,085,631,447.

- B. General Fund Expenditures.** The FY 2016 Budget approved expenditures of \$1,098,678,289 for the General Fund. The General Fund expenditures were revised on October 15, 2016 to \$1,102,767,184. A mid-year budget adjustment is hereby approved to decrease appropriations by a net of \$7,850,924, resulting from lower than budgeted fuel prices and department savings. The revised General Fund expenditures for FY 2016 are \$1,095,291,260.

The Funds to be adjusted and the specific adjustments in such Funds, as provided above, are as set forth in Attachment 1 and Attachment 2.

- C. Facility Services Fund.** The FY 2016 Facility Services Fund expenditures were set at \$14,766,225. A mid-year budget adjustment is hereby approved to increase the expenditures by \$70,000 for repairs at the Ella Austin Community Center. The revised FY 2016 Facilities Fund expenditures are \$14,836,225.

- D. Public Education Government Fund.** The FY 2016 Public Education Government Fund expenditures were set at \$2,296,673. A mid-year budget adjustment is hereby approved to increase the expenditures by \$102,000 for a teleconferencing system. The revised FY 2016 Public Education Government Fund expenditures are \$2,398,673.

SECTION 2. Outside Agency Contracts.

- A. San Antonio River Authority ("SARA").** Subject to Section 7 of this Ordinance, the City Manager, or her designee, is authorized to negotiate and execute Amendment No. 4 to the existing Interlocal Agreement with the San Antonio River Authority for project management, in substantially the same form and content as shown in Attachment 3, to add \$15,327,000 for linear hike and bike trail improvements and system enhancements associated with the Westside Creek Restoration Project and the Mission Reach connection to Confluence Park, which is consistent with the 2015 Sales Tax Election, Proposition 2, as provided for in the FY 2016 Budget.
- B. San Antonio Pets Alive! ("SAPA").** Subject to Section 7 of this Ordinance, the City Manager, or her designee, or the Acting Director of the Animal Care Services Department, or his designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 4, with SAPA in the amount of \$375,000 for further collaboration with the City in connection with its animal live release rate, as provided for in the FY 2016 Budget.
- C. Ella Austin Community Center.** Subject to Section 7 of this Ordinance, the City Manager, or her designee, or the Director of the Human Services Department, or her designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 5, with Ella Austin Community Center in the amount of \$70,000 for facility repairs.

SECTION 3. Fire Uniformed Personnel Positions.

- A. **June 1, 2016 Fire Uniformed Positions.** Effective June 1, 2016, the number of uniformed Fire positions for FY 2016 is fixed by fund and rank as follows:

Rank	General Fund	Aviation Fund	Total
Firefighter	672	15	687
Fire Engineer	693	12	705
Lieutenant	162	2	164
Captain	111	2	113
District Chief	35	0	35
Assistant Chief	6	0	6
Deputy Chief	3	0	3
Fire Chief	1	0	1
Total	1,683	31	1,714

- B. **June 2, 2016 Fire Uniform Positions:** Effective June 2, 2016, three Firefighter positions are hereby abolished, and three Fire Engineer positions are hereby created, so that the number of uniformed Fire positions for FY 2016 is fixed by fund and rank as follows:

Rank	General Fund	Aviation Fund	Total
Firefighter	669	15	684
Fire Engineer	696	12	708
Lieutenant	162	2	164
Captain	111	2	113
District Chief	35	0	35
Assistant Chief	6	0	6
Deputy Chief	3	0	3
Fire Chief	1	0	1
Total	1,683	31	1,714

- C. The positions set forth in Section 3.A. above are provided for in the FY 2016 Budget adopted through Ordinance No. 2015-09-10-0754 and shall remain in full force and effect. Section 19 of the FY 2016 Budget is hereby amended to include the positions set forth in Section 3.B. above.

SECTION 4. Civilian Personnel Position Adjustments. Section 19.A. of the FY 2016 Budget Ordinance authorized the number of City-funded personnel positions in all City-funded Departments as set forth in Attachment 62 to the FY 2016 Budget Ordinance. Attachment 62 is hereby amended by Attachment 6 of this Ordinance, which authorizes 32 new civilian positions in the General Fund; 30 new full-time civilian positions in the Police Department and two new civilian positions in the Fire Department, and two new civilian full-time positions in the Development Services Fund.

SECTION 5. Revisions to FY 2016 – FY 2021 Capital Improvements Program.

- A. Linear Creekway Proposed Projects.** The 2015 Linear Creekway Projects are hereby authorized for funding in the amounts set forth in Attachment 7. The Parks and Recreation Department may proceed and use funds for land acquisition, in the amounts as indicated in Attachment 7, as necessary to complete the planned improvements and to construct development projects as sales tax funds becomes available.
- B. Lincoln Park Improvement.** The Lincoln Park Softball Field Project is hereby authorized for funding in the amounts set forth in Attachment 7. The Parks and Recreation Department may proceed and use funds to complete the planned improvements. Funds in the amount of \$200,000 are reallocated from the Bark Park Broadway/I-35 Interchange SAP Project 26-00646 to provide for softball field improvements at Lincoln Park SAP Project 26-00646.
- C. Alamodome Locker Room Project.** The Alamodome Locker Room Project is hereby authorized for funding in the amounts set forth in Attachment 7. This project will provide for locker room renovation at the Alamodome. Funds in the amount of \$300,000 are authorized to be appropriated in SAP Project 45-00034. The financial adjustments as outlined in Attachment 7 are hereby approved.

SECTION 6. One-Time Funding for Summer Youth/Young Adult Programs in City Council District 2. The Summer Youth/Youth Adult Programs to receive additional funding would include, but are not limited to, additional City-operated recreational summer youth sites, and contracting with non-for-profits that currently provide summer recreation and enrichment services. Funding would also be used to provide scholarships to participants of summer youth programs, and for the operation or contracting of additional "Midnight Basketball" leagues. (Funding for these Projects is derived from street maintenance projects designated in the General Fund. Street maintenance projects will be funded with \$200,000 in certificates of obligation previously allocated to the CD2 Bark Park Project). The following actions are authorized as follows:

- A.** The budget in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01474, FY 2016 Street Maintenance Program (SMP), shall be revised by decreasing SAP WBS element 23-01474-90-14-01 entitled Transfer from I/O# 390000001913, SAP GL account 6101100, by the amount of \$200,000.
- B.** The amount of \$200,000 is reverted in SAP Fund 11001000, General Funds, SAP Internal Order # 390000001913, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 23-01474-90-14-01. The amount of \$200,000 is authorized to be transferred from SAP Fund 40099000.
- C.** The budget in SAP Fund 11001000, General Funds, SAP Internal Order # 390000001913, SAP GL account 6102100 – Interfund Transfer shall be decreased by the amount of \$200,000 and the FY 2016 Budget is amended.

- D. The budget in SAP Fund 11001000, Cost Center 2614040001 and General Ledger 5201040 shall be increased by the amount of \$200,000 and the FY 2016 Budget is amended.
- E. The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 26-00646, Bark Park Broadway/I-35 Interchange, shall be revised by decreasing SAP WBS Element 26-00646-05-08 entitled Construction Costs, SAP GL account 5201140, by the amount of \$200,000.
- F. The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 26-00646, Bark Park Broadway/I-35 Interchange, shall be revised by decreasing SAP WBS element 26-00646-90-02-01 entitled FY 2016 Unissued CO's (Parks), SAP GL account 6101100, by the amount of \$200,000.
- G. The budget in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 23-01474, FY 2016 Street Maintenance Program (SMP), shall be revised by increasing SAP WBS element 23-01474-90-02-03 entitled FY 2016 Unissued CO's – Parks SAP GL account 6101100, by the amount of \$200,000.
- H. 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 7. 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 their proposal.

For those agencies in Section 2 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 expenditures 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.


SECTION 8. FY 2016 Budget Ordinance in Full Force and Effect. Except as amended by prior ordinances, and as amended by the foregoing provisions of this Ordinance, the FY 2016 Budget Ordinance shall remain unchanged and in full force and effect.

SECTION 9. Effective Date. This Ordinance is effective immediately, upon passage by eight (8) affirmative votes; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 12th day of May, 2016.

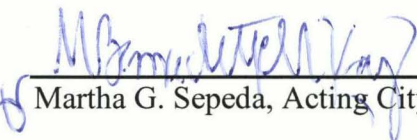

M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Martha G. Sepeda, Acting City Attorney

Agenda Item:	13						
Date:	05/12/2016						
Time:	10:54:52 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance amending the FY 2016 Annual Operating Budget based on actual revenues and expenditures for the first six months of FY 2016 (October 2015 to March 2016) and projections for the remaining six months of FY 2016 (April 2016 to September 2016) in the General Fund and various Restricted Funds and authorizing positions. [María Villagómez, Assistant City Manager; John Woodruff, Director, Management and Budget]						
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 1
FISCAL YEAR 2016 MID-YEAR BUDGET ADJUSTMENT
GENERAL FUND REVENUES

GENERAL FUND	ADOPTED FY 2016 BUDGET¹	REVISED FY 2016 BUDGET
Revenues		
Current Property Tax	\$ 293,694,785	\$ 293,694,785
City Sales Tax	274,646,415	267,363,353
CPS Energy	335,933,940	326,305,698
Business & Franchise Tax	30,682,970	31,553,583
Liquor By the Drink Tax	7,714,000	8,200,000
Delinquent Property Tax	2,727,474	2,741,105
Penalty & Interest on Delinquent Taxes	2,130,000	2,130,696
Licenses & Permits	8,259,992	8,483,468
San Antonio Water System	13,896,079	13,952,706
Other Agencies	8,035,702	8,193,660
<i>Charges for Current Services</i>		
General Government	3,738,452	3,623,163
Public Safety	40,515,970	40,075,551
Highways & Streets	770,664	1,048,826
Health	2,768,116	3,010,012
Recreation & Culture	11,604,074	11,686,783
Fines	12,302,770	12,546,574
<i>Miscellaneous Revenue</i>		
Sale of Property	3,658,436	6,616,483
Use of Money & Property	1,882,253	2,100,181
Interest on Time Deposits	596,055	901,741
Recovery of Expenditures	2,165,853	2,178,774
Miscellaneous	203,048	232,144
Interfund Charges	1,800,000	1,929,745
Transfer from Other Funds	36,971,686	37,062,415
TOTAL REVENUES	\$ 1,096,698,734	\$ 1,085,631,447

NOTES

¹ Adopted Budget consists of Original Budget for the fiscal year and the Budget Amendment Ordinance approved in October 2015.

ATTACHMENT 1
FISCAL YEAR 2016 MID-YEAR BUDGET ADJUSTMENT
GENERAL FUND APPROPRIATIONS

GENERAL FUND	ADOPTED FY 2016 BUDGET¹	REVISED FY 2016 BUDGET
Departmental Appropriations		
Animal Care	\$ 12,538,983	\$ 12,819,173
Center City Development & Operations	16,587,244	16,547,845
City Attorney	8,242,623	7,968,728
City Auditor	2,915,668	2,887,024
City Clerk	3,446,923	3,418,207
City Manager	3,179,198	3,170,392
Code Enforcement	14,729,932	14,544,937
Eastpoint Office	791,063	804,776
Economic Development	9,566,164	9,349,979
Finance	11,625,382	11,356,822
Fire	291,261,206	290,761,281
Government & Public Affairs	7,150,503	7,078,502
Health	12,827,282	12,554,136
Historic Preservation	1,560,838	1,541,967
Human Resources	5,842,752	5,645,279
Human Services	19,838,587	19,719,002
Library	37,711,983	37,441,027
Management & Budget	3,425,347	3,378,804
Mayor & Council	7,026,705	7,017,381
Municipal Court	13,901,811	13,815,200
Municipal Elections	84,811	84,091
Parks & Recreation	47,794,163	47,439,397
Parks Police	13,909,439	13,751,751
Planning	3,631,574	3,631,250
Police	425,100,616	423,325,992
Outside Agencies	19,527,505	19,493,680
Non-Departmental	26,245,168	24,183,668
Transportation & Capital Improvements	79,898,576	79,155,831
Transfers	2,405,138	2,405,138
TOTAL APPROPRIATIONS	\$ 1,102,767,184	\$ 1,095,291,260

NOTES

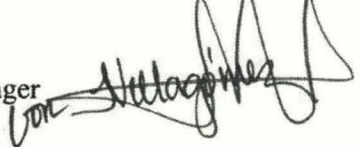
¹ Adopted Budget consists of Original Budget for the fiscal year and the Budget Amendment Ordinance approved in October 2015.

ATTACHMENT 1
FISCAL YEAR 2016 MID-YEAR BUDGET ADJUSTMENT
OTHER FUND APPROPRIATIONS

OTHER FUNDS		ADOPTED FY 2016 BUDGET	REVISED FY 2016 BUDGET
Restricted Funds			
Facility Services Fund Appropriations	\$	14,766,225	\$ 14,836,225
Public Education & Government Appropriations		2,296,673	2,398,673

**CITY OF SAN ANTONIO
CITY MANAGER'S OFFICE**

TO: Mayor and City Council

FROM: Sheryl Sculley, City Manager 

COPY: Executive Leadership Team

DATE: May 11, 2016

**SUBJECT: FUNDING REQUESTS FOR THE FY 2016 MID-YEAR BUDGET
ADJUSTMENT**

With this memorandum, I am providing to the Mayor and City Council an updated list of requests to be considered as part of the FY 2016 Mid-Year Budget Adjustment at tomorrow's May 12 City Council "A" Session.

The attached updated list of funding requests reflects input from the Mayor and City Council provided during today's "B" Session. With these requests for amendments and the funding recommendations provided, the FY 2016 Budget remains balanced.

ATTACHMENT

Mid-Year Budget Amendments to the FY 2016 Budget*As of May 11, 2016*

GENERAL FUND		
Item No.	Expenditure Amendments	FY 2016 Budget Impact
1	Animal Care Services: One-time funding to San Antonio Pets Alive (SAPA) to support operations to continue to support the City with rescuing 6,800 pets in FY 2016.	375,000
2	Fire: Reclassify 3 firefighters positions to fire engineers to support fire operations. In FY 2016 reclassification will be funded from the Fire Department Budget. FY 2017 Budget impact is \$43,000.	0
3	Fire: Convert two temporary civilian positions to full-time positions for applicant processing. Funds allocated for temporary positions would be reallocated to fund the full-time positions.	0
4	Police: Convert 30 temporary positions to full-time civilian call takers for the 911 Call Center. In FY 2016, positions will be funded from the Police Department Budget. FY 2017 Budget impact is \$1.4 million.	0
5	Parks: One-time funding to provide for additional summer youth/young adult program opportunities within CD2. Programs would include but are not limited to additional City operated recreational summer youth sites, and contracting with non-for profits that currently provide summer recreation and enrichment services. Funding would also be used to provide scholarships to participants of summer youth programs, and for the operation or contracting of additional "Midnight Basketball" leagues. (Funded by utilizing funds allocated in the general fund for street maintenance projects. Street maintenance projects would be funded with \$200,00 in certificates of obligation allocated to the CD2 Bark Park Project)	0
CAPITAL BUDGET		
Item No.	Expenditure Amendments	FY 2016 Budget Impact
6	Softball field improvements at Lincoln Park (Reallocate \$200,000 of \$400,000 in Certificates of Obligation allocated to the CD2 Bark Park project).	0
7	Greenway Linear Park Improvement Projects as presented to City Council on May 4 "B" Session (funded with the 2015 Greenway Linear sales tax).	0
COMMUNITY & VISITOR FACILITIES FUND		
Item No.	Expenditure Amendments	FY 2016 Budget Impact
8	Alamodome Locker Room improvements (funded from FY 2016 Conventions, Sports Facilities Department Savings)	0

DEVELOPMENT SERVICES FUND		
Item No.	Expenditure Amendments	FY 2016 Budget Impact
9	Development Services: Add 2 positions for permit review and inspection of solar permits (funded from FY 2016 Department Savings; FY 2017 impact: \$113,000)	0
FACILITY SERVICES FUND		
Item No.	Expenditure Amendments	FY 2016 Budget Impact
10	Human Services: Appropriate funds from the Facility Services fund balance to reimburse Ella Austin Community Center for HVAC and plumbing repairs.	70,000
PUBLIC EDUCATION & GOVERNMENT FUND		
Item No.	Expenditure Amendments	FY 2016 Budget Impact
11	Appropriate funds from the Public Education & Government fund balance to expand City Council Chambers videoconferencing capabilities	102,000

**INTERLOCAL AGREEMENT BETWEEN CITY OF SAN ANTONIO, TEXAS,
AND THE SAN ANTONIO RIVER AUTHORITY TO COMPLETE ELMENDORF
LAKE PARK IMPROVEMENTS AND LINEAR CREEKWAY TRAIL PROJECTS
ADJACENT TO THE WESTSIDE CREEKS**

AMENDMENT NO. 4

This Amendment No. 4 ("Amendment") to the Interlocal Agreement with the San Antonio River Authority ("SARA"), and is made by and between the City of San Antonio, a Texas Municipal Corporation, ("CITY"), acting by and through its City Manager or her designee, and the San Antonio River Authority ("SARA") pursuant to Ordinance No. 2015-09-10-0754, passed and approved on Sept 9, 2015.

WHEREAS, the CITY has contracted with SARA for the development of the hike and bike trails to complement the Westside Creeks Restoration Project, and SARA will serve as the project manager to coordinate improvement of Linear Creekway Trail Projects; and

WHEREAS, additional trail and related improvement projects were identified along the Westside Creeks Restoration Project as part of the CITY's 2015 voter-approved Proposition 2; and

WHEREAS, as part of the amendment to the FY2016 adopted budget, \$15,327,000 was identified for additional linear creek hike and bike trail improvements and system enhancements associated with the Westside Creek Restoration Project and the Mission Reach connection to Confluence Park, which is consistent with the 2015 voter-approved sales tax venue funding,

NOW, THEREFORE, in consideration of the mutual covenants and agreement set forth below, CITY and SARA agree as follows.

1. **Article III. "SCOPE OF THE PROJECT"** is modified as follows:

Article III is hereby amended as follows:

"1) The Bond Project (BOND PROJECT"), which includes work for the Elmendorf Lake area funded through 2012 Bond funds (\$2.25M for Elmendorf Park improvements and \$1.5M for Elmendorf Lake area drainage and Flood Control work) and \$1.5M from the CITY's Regional Storm Water Fund for Elmendorf Lake area improvements to be used for allowable expenses, and 2) the 2010 Proposition 2 Project (2010 PROPOSITION 2 PROJECT"), which includes work funded through the voter-approved 2010 Proposition 2 Bond Election (\$11,491,980, which is comprised of \$10,116,980 for linear hike and bike trails adjacent to the Westside Creeks Restoration Project, including in Elmendorf Lake Park, \$1,000,000 for the design and construction of a parking lot and lighting at Confluence Park; and \$250,000 for landscape architecture, water conservation and design fees at Confluence Park, and \$125,000 for platting and road construction as part of the Martinez Street Project), and 3) the Tree planting Project (TREE PLANTING PROJECT") which includes \$750,000 from Tree Mitigation Funds for the installation of trees at Confluence Park, and 4) \$745,000 for Elmendorf Lake Park renovations which includes \$295,000 from the FY2015 Parks and Recreation General Fund Operating Budget, and \$450,000 from the FY16 Parks and Recreation General Fund Operating Budget (ELMENDORF PARK RENOVATION PROJECT") to be used for allowable

expenses, and 5) the 2015 Proposition 2 Project (2015 PROPOSITION 2 PROJECT”), which includes work funded through the voter-approved 2015 Proposition 2 Bond Election (\$15,327,000, which is comprised of linear creek hike and bike trail improvements and system enhancements associated with the Westside Creek Restoration Project and the Mission Reach connection to Confluence Park, are collectively referred to as PROJECTS. The PROJECTS will design and construct Elmendorf Lake Park improvements and drainage and flood control improvements, linear hike and bike trails, and other related improvements along the Westside Creeks and the architecture and conservation improvements to Confluence Park. It is the intent of the PARTIES that the PROJECTS will result in the construction of park improvements, drainage and flood control improvements and paved hike and bike trails adjacent to sections of the Alazan, Apache, Martinez and San Pedro Creeks.”

2. **Article VI. “FUNDING”** is modified as follows:

Section A. “CITY FUNDING” the first sentence is hereby amended as follows:

“CITY has established PROJECT funding (“CITY FUNDING”) of \$5,250,000 for the BOND PROJECT, \$11,491,980 for the 2010 PROPOSITION 2 PROJECT, \$750,000 for the TREE PLANTING PROJECT, \$745,000 for the ELMENDORF PARK RENOVATION PROJECT, and \$15,327,000 for the 2015 PROPOSITION 2 PROJECT to be utilized for all costs associated with the design and construction of the PROJECTS, including RIVER AUTHORITY project management fees.”

All other terms of the original Agreement shall stand as otherwise stated.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the _____ day of _____, 20__.

CITY
City of San Antonio, a Texas Municipal Corporation

SARA
San Antonio River Authority

Janet A. Martin, Acting Director,
Parks and Recreation Department

Suzanne B. Scott, General Manager

Approved as to Form:

Approved as to Form:

City Attorney

General Counsel

**AGREEMENT TO USE FUNDS
of the City of San Antonio**

THIS AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("CITY") acting by and through its Director of the Animal Care Services Department ("ACS") and San Antonio Pets Alive!, ("Recipient");

WITNESSETH:

WHEREAS, the ACS Department is designated as the managing CITY department for the CITY; and

WHEREAS, Recipient is a nonprofit organization dedicated to protecting and improving the lives of dogs and cats by providing shelter, care, adoption, rescue, spay/neuter and community education; and

WHEREAS, CITY has indentified that funds from the CITY's budget be provided to Recipient for increased collaboration with Recipient for the maintenance and/or increase of ACS' live release rate; and

WHEREAS, Recipient has submitted a request to the CITY to provide support; and

WHEREAS, City Council hereby finds that such expenditure serves a municipal public purpose in that it will benefit the CITY by promoting and maintaining ACS' live release rate thereby impacting public health and safety; **NOW THEREFORE:**

For and in consideration of the following mutual promises and obligations, and for the benefit of the City of San Antonio, the parties agree as follows:

1. In consideration of the payment of the sum of \$375,000.00 to Recipient by the CITY, Recipient agrees to:
 - a) Fulfill the contractual obligations associated with existing agreements between Recipient and the CITY. This includes, but is not limited to:
 - a. Operating and managing the CITY's Paul Jolly Center for Animal Adoptions and ensure premise is maintained in good, safe, and clean operating conditions;
 - b. Rescuing up to 6,800 animals from ACS in accordance with the terms of the existing agreements;
 - c. Providing humane housing for animals in Recipient's care and ensuring animals are spayed or neutered in accordance with state law; and
 - d. Maintain a 90% or greater Live Release rate for all animals Recipient rescues or transfers from ACS.
 - b) Fundraise an additional \$150,000.00 to support the Recipient's operations in San Antonio. Letters of commitment are to be received by July 31, 2016 and funding received by September 2016.
 - c) Provide the CITY a seat on Recipient's Board as long as there is a contractual relationship of any kind between the CITY and Recipient.

- d) Ensure that a new Chief Executive Officer for Recipient is selected by July 31, 2016.
- e) Invoice the CITY for the \$375,000.00 in payments as follows:
 - a. \$100,000.00 in May 2016;
 - b. \$100,000.00 in June 2016;
 - c. \$75,000.00 in July 2016;
 - d. \$50,000.00 in August 2016; and
 - e. \$50,000.00 in September 2016.
2. Recipient agrees to provide CITY with invoices to support the expenditures under this Agreement no later than thirty (30) days from the date that Recipient makes such expenditures.
3. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices, and shall be subject to audit by the CITY or its contracted auditor. These records shall be maintained for a period of four years from the termination date of this Agreement.
4. This Agreement will commence immediately upon execution and terminate upon the completion of all obligations herein contained or **September 30, 2016**, whichever is sooner.
5. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.
6. In the event that all of the above-described funds are not used for the purposes set out in Section 1 and in accordance with all terms and provisions of this Agreement, Recipient agrees to refund any amounts to the CITY which were not used in accordance with these terms within thirty (30) days of the end of the Project or **September 30, 2016**, whichever occurs earlier.
7. 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 to benefit, directly or indirectly, any such sectarian or religious facility or activity.
8. **INSURANCE**
Recipient shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Agreement, Recipient will attach a waiver of subrogation in favor of the CITY.

Recipient 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 Recipient.

Any and all of the Recipient's employees, wherever located, while engaged in the performance of any work required by this Agreement shall be considered employees of the

Recipient 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 Recipient

9. INDEMNITY

RECIPIENT 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 RECIPIENT'S activities under this AGREEMENT, including any acts or omissions of RECIPIENT, any agent, officer, director, representative, employee, consultant or subcontractor of RECIPIENT, 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 RECIPIENT 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.

RECIPIENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RECIPIENT known to RECIPIENT related to or arising out of RECIPIENT'S activities under this AGREEMENT.

Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Recipient in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Recipient 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 Recipient fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Recipient 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.

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Recipient, 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 Recipient or any subcontractor under worker's compensation or other employee benefit acts.

10. **Non-Discrimination.** As a party to this contract, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.
11. Recipient agrees and understands that, it and all persons designated by it to provide services in connection with this Agreement, 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 Recipients actions, and that none of the parties will have authority to bind the others or to hold out to third parties, that it has such authority.
12. 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:

**Xavier Urrutia, Interim Director
Animal Care Services Department
4710 State HWY 151
San Antonio, Texas 78227**

RECIPIENT:

**San Antonio Pets Alive!
Att: Ellen Jefferson
P.O. Box 830006
San Antonio, TX 78283**

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.

15. If any provision of this Agreement 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.

16. The signer of this Agreement for Recipient represents, warrants, assures and guarantees that the he or she has full legal authority to execute this Agreement on behalf of Recipient and to bind Recipient to all of the terms, conditions, provisions and obligations herein.

IN WITNESS OF WHICH this Agreement has been executed on this ____ day of _____, 2016.

CITY OF SAN ANTONIO

SAN ANTONIO PETS ALIVE!

By: _____

Xavier Urrutia

Interim Director

Animal Care Services Department

By: _____

Tommy McNish

Chief Operations Officer

Approved as to Form: _____

City Attorney

AGREEMENT TO USE FUNDS

THIS AGREEMENT is entered into by and between the City of San Antonio ("City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services ("Director"), pursuant to Ordinance No. _____ passed and approved on _____, and the Ella Austin Community Center (hereinafter referred to as "Recipient"), **WITNESSETH:**

WHEREAS, the City has identified funds to support the provision of facility maintenance expenses to include but not limited to HVAC and plumbing repairs; and

WHEREAS, City Council finds that such expenditure serves a municipal public purpose in furtherance of providing education services; **NOW THEREFORE:**

For and in consideration of the following mutual promises and obligations, and for the benefit of the citizens of the City of San Antonio, the parties herein agree as follows:

1. This Agreement shall commence May 1, 2016, and terminate on September 30, 2016.
2. Recipient 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, attached hereto and incorporated herein for all purposes as **Attachment I**.
3. In consideration of Recipient's performance, in a satisfactory and efficient manner as determined by City, of all services and activities set forth in this Agreement, City agrees to reimburse Recipient in an amount not to exceed \$70,000.00 for all eligible expenses. Director may approve contract amendments without City Council approval, so long as the total dollar amount of the budget set forth in this section remains unchanged.
4. **RESERVED.**
5. Recipient agrees to provide City with invoices for the expenditures under this Agreement no later than thirty (30) days following expiration of the Term. All requests for reimbursement shall be submitted to the Department of Human Services at the address provided in Section 11.
6. On or before the last day of the Agreement term, Recipient shall submit to the Department of Human Services such reports as may be required by the City which shall demonstrate services delivered in compliance with the attached Scope of Work. When providing the report(s), the Recipient ensures that all information submitted to City is accurate.
7. Recipient understands and agrees to abide by and adhere to all applicable federal, state and local, laws, rules and regulations in the use of the funds, including all bidding requirements that the Recipient is required to perform pursuant to procurement provisions applicable to Recipient.
8. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices. All of the above-described records shall be subject to audit by the City or its contracted auditor.

9. Any literature, signs, or print advertising of any type appearing on any medium which refers to, or which is paid for by funds received as a result of this Agreement shall contain the words, "Paid for by The City of San Antonio, Department of Human Services."
10. This Agreement is not assignable and funds received as a result hereof shall only be used by Recipient.
11. In the event that Recipient fails to meet any of its obligations under this Agreement or fails to use the funds for the purposes set out herein, Recipient shall refund to the City the total amount provided under this Agreement. Recipient shall pay City such funds no later than thirty (30) days from the date City requests such funds from Recipient.
12. 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. INSURANCE: Recipient agrees to comply with the following insurance provisions:
 - (A) Prior to the commencement of any work under this Contract, Recipient shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Department of Human Services, which shall be clearly labeled "**Projects: Facility Maintenance Repairs**" 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 be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall 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 Department of Human Services. 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 Recipient's financial integrity is of interest to the City; therefore, subject to Recipient's right to maintain reasonable deductibles in such amounts as are approved by the City, Recipient shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Recipient'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	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury *d. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. *e. Explosion, Collapse, Underground **f. Sexual Abuse / Molestation	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
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.
6. *Builder's Risk	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
7. *Property Insurance: For physical damage to the property of LESSEE, including improvements and betterment to the Leased Premises	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Contractor's property
*if applicable	

(D) Recipient agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of coverages required of Recipient herein, and provide a certificate of insurance and endorsement that names the Recipient and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Consultant. Consultant 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.

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 required endorsements. Consultant shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Consultant shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Department of Human Services
P.O. Box 839966
San Antonio, Texas 78283-3966

(F) Recipient 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, or non-renewal 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, Recipient shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Recipient'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 Recipient'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 Recipient to stop work

hereunder, and/or withhold any payment(s) which become due to Recipient hereunder until Recipient demonstrates compliance with the requirements hereof.

(I) Nothing herein contained shall be construed as limiting in any way the extent to which Recipient may be held responsible for payments of damages to persons or property resulting from Recipient's or its subcontractors' performance of the work covered under this Contract.

(J) It is agreed that Recipient'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) Recipient and any Subcontractors are responsible for all damage to their own equipment and/or property.

14. INDEMNITY: RECIPIENT AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

RECIPIENT 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 RECIPIENT'S activities under this CONTRACT, including any acts or omissions of RECIPIENT, any agent, officer, director, representative, employee, consultant or subcontractor of RECIPIENT, 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 RECIPIENT 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.

RECIPIENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RECIPIENT known to RECIPIENT related to or arising out of RECIPIENT'S activities under this CONTRACT.

15. For purposes of this Agreement, 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
Director
Department of Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, Texas 78205

RECIPIENT
Executive Director
Ella Austin Community Center
PO Box 8147
San Antonio, TX 78208

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.

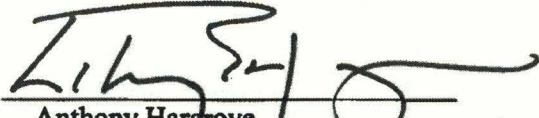
16. If any provision of this Agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.
17. The signer of this Agreement for Recipient represents, warrants, assures and guarantees he or she has full legal authority to execute this Agreement on behalf of Recipient and to bind Recipient to all of the terms, conditions, provisions and obligations herein contained.
18. 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.

This Agreement has been executed on this ____ day of _____, 2016.

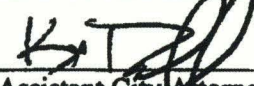
CITY OF SAN ANTONIO

ELLA AUSTIN COMMUNITY CENTER

By: _____
Melody Woosley, Director
Department of Human Services

By: 
Anthony Hargrove
Executive Director *Chief Executive Officer*

APPROVED AS TO FORM:


Assistant City Attorney

Attachment I - Scope of Work



**CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES**

SCOPE OF WORK

**Ella Austin
Ella Austin Community Center
FY 2015-2016**

Project Objective: To support one-time funds for the reimbursement of facility maintenance repairs to include but not limited to HVAC and plumbing repairs to the Ella Austin Community Center.

Service Plan:

- All planned repairs shall be coordinated with DHS Facilities Management Group
- All related documentation and invoices shall be provided to DHS for reimbursement

ATTACHMENT 6
FISCAL YEAR 2016 MID-YEAR BUDGET ADJUSTMENT
AUTHORIZED POSITIONS

	<u>Authorized Positions</u>	<u>Addition</u>	<u>Revised Authorized Positions</u>
General Fund			
Fire Department			
<i>Uniform Fire Positions</i>	1,683	-	1,683
<i>Civilian</i>	142	2	144
Police Department			
<i>Uniform Police Positions</i>	2,366	-	2,366
<i>Civilian</i>	577	30	607
General Fund Total	4,768	32	4,800
 Restricted Funds			
Development Services	248	2	250
TOTAL - Restricted Funds	248	2	250

1827

2973

ATTACHMENT 7
FISCAL YEAR 2016 MID-YEAR BUDGET ADJUSTMENT
CAPITAL BUDGET
(\$ in Thousands)

Capital Project	FY 2016 Adopted Budget	Mid-Year Adjustment	FY 2016 Revised Budget
D2 Bark Park at Broadway/I-35 Interchange	400,000	(400,000)	-
Lincoln Park softball fields improvements	-	200,000	200,000
Linear Creekway Parks Development Project	77,000,000	(62,154,000)	14,846,000
Connection From Mission to Stinson Airport	1,000,000	960,000	1,960,000
Lackland Corridor Monument Site	2,000,000	20,000	2,020,000
Martinez Creek (Cincinnati to Alazan Confluence)		3,283,000	3,283,000
Olmos Basin Parking and Driveway reconstruction		200,000	200,000
San Pedro Creek Improvements Project (Phase 3)		3,300,000	3,300,000
Alazan (Lombrano to Apache Confluence)		5,506,000	5,506,000
Dafoste Park to Salado Connection (just north of I-10)		398,000	398,000
Salado Trailhead at E. Commerce		724,000	724,000
Salado Creek - gateway, park, landscape and urban design focus project		2,000,000	2,000,000
Beitel Creek (Salado to Briarglen)		1,500,000	1,500,000
Mission Reach to Confluence Park Connection		303,000	303,000
Salado Creek (SE Military to I-37)		4,580,000	4,580,000
Leon Creek (Levi Strauss Park to Lackland Corridor Monument Site)		3,740,000	3,740,000
Leon Creek (Quintana Rd to I-35)		3,680,000	3,680,000
Zarzamora Creek (General McMullen to Alderete Park)		2,935,000	2,935,000
Culebra Creek - Grissom Road to Helotes Creek (Land Acquisitions and Design)		1,000,000	1,000,000
Culebra Tributary (Cathedral Rock to Tezel Rd)		4,200,000	4,200,000
French Creek - (Leon Creek Greenway to Nani Falcone Park)		2,956,000	2,956,000
Leon Creek Trailhead Parking at Prue Road		510,000	510,000
Leon Creek (The Rim to Raymond Russell Park)		3,570,000	3,570,000
Maverick Creek (Bamberger Park to UTSA Campus)		1,879,000	1,879,000
Salado North (1604 to Eisenhower Park)		5,500,000	5,500,000
Lorence Creek - McAllister to Blossom Park		5,160,000	5,160,000
D2, D7, D10 Trail Connections, Parking and other enhancements		1,750,000	1,750,000
Citywide Creekway Trail Development		2,500,000	2,500,000
Alamodome Locker Room Renovation	-	300,000	300,000
Total Capital Project	\$ 80,400,000	\$ 100,000	\$ 80,500,000