

AN ORDINANCE      **2011-10-20-0874**

**AMENDING THE BROOKSIDE TIRZ #7 INTERLOCAL AND  
DEVELOPMENT AGREEMENTS ALLOWING THE CITY TO BE  
COMPENSATED FOR PARK IMPROVEMENTS.**

\* \* \* \* \*

**WHEREAS**, on December 9, 1999, the City Council designated the Brookside Tax Increment Reinvestment Zone (TIRZ) to spur development which would otherwise not occur; and later approved a Development Agreement, as well as Interlocal Agreements with Bexar County and the Alamo Community College District; and

**WHEREAS**, these amendments allow the City to complete the park improvements in the Project Plan and be compensated for this work from the Brookside Tax Increment Fund and are supported by all participating taxing entities and the TIRZ Board who, on March 31, 2011, unanimously approved these amendments; **NOW THEREFORE:**

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

**SECTION 1.** The amendment to the Development Agreement, set out in Exhibit A, and the amendment to the Interlocal Agreements, set out in Exhibit B, are approved and authorized for execution by the City Manager or her designee.

**SECTION 2.** The amount up to \$315,000.00 is authorized to be transferred from Fund 29086005 to Fund 11001000 with Internal Orders to be created and is dependent upon availability of funds.

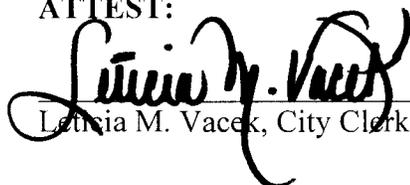
**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific accounts, cost centers, or fund numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This Ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise, it shall be effective on the tenth day after passage.

**PASSED AND APPROVED** this 20<sup>th</sup> day of October, 2011.

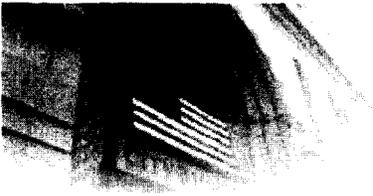
  
M A Y O R  
Julián Castro

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

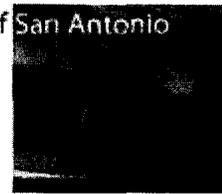
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
**ACTION**

City of San Antonio



## Agenda Voting Results - 36

<b>Name:</b>	36						
<b>Date:</b>	10/20/2011						
<b>Time:</b>	03:06:29 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Amendments to the Brookside TIRZ #7 Interlocal and Development Agreements allowing the City to be compensated for park improvements. [T.C. Broadnax, Assistant City Manager; David Ellison, Interim Director, Planning and Community Development]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			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				
Carlton Soules	District 10		x				

XPR  
10/20/11  
Item No. 36

## **EXHIBIT A**

## AMENDMENT TO THE BROOKSIDE DEVELOPMENT AGREEMENT

### **BETWEEN THE CITY OF SAN ANTONIO, TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN BOARD KNOWN AS THE BROOKSIDE TIRZ AND BRIDLE BIT CORPORATION.**

This Amendment to the Development Agreement for the Brookside TIRZ ("Amendment") is entered into by and between the CITY OF SAN ANTONIO ("CITY"), BRIDLE BIT CORPORATION ("DEVELOPER") and the BROOKSIDE TIRZ together referred to as "the Parties."

#### **RECITALS**

- A. CITY, DEVELOPER and the BROOKSIDE TIRZ are parties to the Brookside TIRZ Development Agreement passed and approved by CITY on December 9, 1999 pursuant to Ordinance Number 90975 ("Agreement").
- B. Prior to the effectiveness of this AMENDMENT, the DEVELOPER was responsible for completing \$315,000 in park improvement for the TIRZ.
- C. The Parties, in accordance with Article XVI of the Agreement, desire to amend the terms of the Agreement to provide for upfront payment to the CITY to design and construct the park improvements.
- D. All other provisions of the AGREEMENT shall remain in full force and effect.

#### **AMENDMENT**

NOW THEREFORE, the Parties hereby agree and amend as follows:

1. Definitions. All capitalized terms used in this Amendment without definition herein shall have the meanings assigned to such terms in the Agreement.
2. Amendment. The Parties hereby agree to amend the Agreement as follows:

- (a) Section 3.1 The Project shall now read:

The Project shall constitute and include the design, construction, assembly, installation and implementation of an urban residential development with single-family homes, streets and approaches, drainage system, sewer system, water system, sidewalks, street lights and traffic signal devices to be constructed by DEVELOPER on an approximately 86.8 acre tract of land (the "Brookside Subdivision Project") shown on the plat in Exhibit A. The CITY will handle all park improvements for this Project.

- (b) The following sections will be added to III. Project and V. Duties and Obligations of City and Board of Directors for Zone:

3.6 Parties understand that regardless of any other terms in this Agreement, CITY will be the developer for all park improvements, which will be financed from TIF proceeds paid in advance to CITY as funds become available.

5.7 CITY is responsible for the design and construction of park improvements for the benefit of the ZONE. Available Tax Increment funds will be paid to facilitate the delivery of these park improvements. CITY may engage a contractor or subcontractor as needed to complete the park improvements.

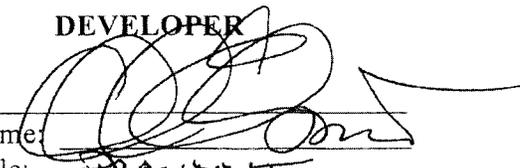
3. No Other Changes. Except as specifically set forth in this Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby confirmed. The Agreement shall continue in full force and effect and with this Amendment shall be read and construed as one instrument.
4. Choice of Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
5. Severability. If any part of this Amendment is held invalid, illegal or unenforceable that part shall not affect or invalidate the remainder of the Amendment. The invalid, illegal or unenforceable part shall be replaced with as similar a provision as legally possible.
6. Counterparts. This Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute one instrument. In making proof of this Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party.

IN WITNESS HEREOF, the Parties hereto have executed this AMENDMENT on the 31 day of March 2011.

**CITY OF SAN ANTONIO**

\_\_\_\_\_  
Sheryl Sculley  
City Manager

**DEVELOPER**

  
Name: \_\_\_\_\_  
Title: PRESIDENT

**BROOKSIDE TIRZ BOARD**

  
Name: Lance F. Elliott  
Title: Chairman

APPROVED: \_\_\_\_\_  
AS TO FORM City Attorney

XPR  
10/20/11  
Item No. 36

## **EXHIBIT B**

## **AMENDMENT TO THE BROOKSIDE TIRZ INTERLOCAL AGREEMENT**

### **BETWEEN THE CITY OF SAN ANTONIO, ALAMO COMMUNITY COLLEGE DISTRICT, BEXAR COUNTY, TEXAS AND TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN BOARD KNOWN AS THE BROOKSIDE TIRZ.**

This Amendment to the Interlocal Agreement for the Brookside TIRZ ("Amendment") is entered into by and between the CITY OF SAN ANTONIO ("CITY"), ALAMO COMMUNITY COLLEGE DISTRICT ("ACCD"), BEXAR COUNTY ("COUNTY") and the BROOKSIDE TIRZ together referred to as "the Parties."

#### **RECITALS**

A. CITY, ACCD, COUNTY and the BROOKSIDE TIRZ are parties to the Brookside TIRZ Interlocal Agreement passed and approved by CITY on December 9, 1999 pursuant to Ordinance Number 90975 ("Agreement").

B. CITY, BROOKSIDE TIRZ and Bridle Bit Corporation are parties to the Brookside Development Agreement approved by CITY in conjunction with the Interlocal Agreement.

C. Prior to the effectiveness of this AMENDMENT, the DEVELOPER was responsible for completing \$315,000 in park improvements for the TIRZ and was to be reimbursed accordingly.

D. The Parties, in accordance with the Agreement, desire to amend the terms of the Agreement by substituting the amended Development Agreement, which provides for upfront payment of TIRZ funds as available to the CITY to design and construct the park improvements.

E. All other provisions of the AGREEMENT shall remain in full force and effect.

#### **AMENDMENT**

NOW THEREFORE, the Parties hereby agree and amend as follows:

1. Definitions. All capitalized terms used in this Amendment without definition herein shall have the meanings assigned to such terms in the Agreement.
2. Amendment. The Parties hereby agree to amend the Agreement by updating the attached Development Agreement with the amended version attached as Exhibit 1.
3. No Other Changes. Except as specifically set forth in this Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby confirmed. The Agreement shall continue in full force and effect and with this Amendment shall be read and construed as one instrument.
4. Choice of Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Texas.

5. Severability. If any part of this Amendment is held invalid, illegal or unenforceable that part shall not affect or invalidate the remainder of the Amendment. The invalid, illegal or unenforceable part shall be replaced with as similar a provision as legally possible.
6. Counterparts. This Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute one instrument. In making proof of this Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party.

IN WITNESS HEREOF, the Parties hereto have executed this AMENDMENT on the 31 day of March 2011.

**CITY OF SAN ANTONIO**

**ALAMO COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
 Sheryl Sculley  
 City Manager

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**BROOKSIDE TIRZ BOARD**

**BEXAR COUNTY**

  
 Name: George F. Elliott  
 Title: Chairman

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
 AS TO FORM            **City Attorney**