

**Memorandum
of Understanding****Hays Street Bridge**

This agreement is entered into this 4th day of June, 2002, by and between the City of San Antonio, represented by the Planning Department and the Hays Street Bridge Restoration Group, hereinafter referred to as "the Restoration Group," through the San Antonio Area Foundation.

WITNESSETH, THAT:

WHEREAS, advocates of the restoration of the Hays Street Bridge approached the City of San Antonio Planning Department for assistance in preparing a Special Study that became an application for the Statewide Transportation Enhancement Program (STEP), which is the State of Texas' program for the Transportation Equity Act for the 21st Century (TEA-21);

WHEREAS, the City of San Antonio, as the sponsoring entity for the Hays Street Bridge Rehabilitation and Bicycle and Pedestrian Route project, authorized that the STEP application be submitted through Ordinance #93876 on May 3, 2001;

WHEREAS, Ordinance 93876 was adopted by City Council on May 3, 2001 and stated that "No financial obligation for the City is authorized... Any contribution by the City shall be addressed by a separate ordinance." The corresponding briefing memo stated that the City's support of this project would bring credibility to fundraising efforts by the bridge restoration supporters to obtain underwriting from private foundations, nonprofits, and corporations for the match money to be in place by the time the TEA-21 enhancement projects were selected;

WHEREAS, Resolution 2001-30-32 was adopted on August 16, 2001 to reaffirm the TEA-21 application to TxDOT and authorized the use of \$279,000 in Certificates of Obligation;

WHEREAS, the project was accepted by the Texas Department of Transportation (TxDOT) on January 31, 2002 to receive \$2.89 million in Federal Highway Administration funding as part of the Transportation Equity Act for the 21st Century (TEA-21);

WHEREAS, the provisions in TxDOT's Statewide Transportation Enhancement Program guide require the sponsoring entity to fund the different phases of the TEA-21 project up front for an eighty (percent) reimbursement and require the sponsoring entity to fund any cost overruns in their entirety;

WHEREAS, the Total Project Cost is estimated at \$3.59 million, which leaves an estimated twenty (20) percent match requirement totaling \$718,114;

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WHEREAS, the estimated value of the in-kind contributions total \$369,398 (for bridge and land conveyed by Union Pacific);

WHEREAS, the Restoration Group is responsible for making every effort to raise the estimated amount of \$348,716 to reimburse the City over the length of time required to complete the construction of the Hays Street Bridge project;

WHEREAS, the City of San Antonio reaffirmed the use of \$279,000 in certificates of obligation upon acceptance of the TEA-21 application by TxDOT in resolution 2001-30-32 from August 16, 2001 to fund the initial phases of the project and is subject to reimbursement by funds raised by the Restoration Group and held in the San Antonio Area Foundation's Hays Street Bridge Restoration Fund (as referenced in Attachment A).

I. Background

As the sponsoring entity for the Hays Street Bridge Rehabilitation and Bicycle and Pedestrian Route project, the City of San Antonio is ultimately responsible for all project costs. The Restoration Group represents a diverse group of community supporters for the project and has diligently obtained financial pledges from the private sector to help fund the project. As such, a contract between the Restoration Group, as represented by the Fund Committee, and the San Antonio Area Foundation to hold any private donations in a foundation account has been executed (see Attachment A).

II. Purpose

Both the Restoration Group and the City of San Antonio are in agreement that a Memorandum of Understanding (MOU) is necessary to outline each party's responsibilities.

III. Responsibilities

The following is a general list of responsibilities for the private funds raised:

Department of Planning (Historic Preservation and Neighborhood and Urban Design Divisions)

1. Coordinate with the Finance Department to monitor the cash flow mechanism for the 20% match.
2. Coordinate meetings for status reviews of fundraising efforts and of the MOU.
3. Ensure that any funds generated by the Restoration Group for the Hays Street Bridge go directly to the approved City of San Antonio budget, as authorized by TxDOT, for the Hays Street Bridge project costs via the San Antonio Area Foundation's Hays Street Bridge Restoration Fund (as named in Attachment A).

Other City Departments

Manage the design and construction phases of the project.

The Hays Street Bridge Restoration Group through the San Antonio Area Foundation

1. Continue to raise matching funds through grant applications and other private resources.
2. Timely transfer of privately donated funds from the Hays Street Bridge Restoration Fund to the approved City of San Antonio budget.

Article I - Payment Details

- A. The Restoration Group, through the San Antonio Area Foundation, shall apply all funds raised towards the twenty (20) percent match of the Total Project Cost less any in-kind contributions (appraised value of the bridge and land given by Union Pacific, as approved by TxDOT).

- B. Payments are to be made on a monthly basis and should be received by the last day of each month.
 - 1. Once the cost or bid has been received by the City to commence each phase of the project, a monthly payment schedule will be developed based upon the percentage of the estimated total project cost for which the Restoration Group is responsible.
 - 2. The Restoration Group Fund Committee chairperson will then receive written notification by U. S. mail from the City of San Antonio detailing the payment schedule 15 days prior to the due date of the first payment.

- C. If the Restoration Group is unable to make timely payments due to exhaustion of donated private funds, they must notify the City's Director of Planning in writing by U. S. mail.
 - 1. Appropriate adjustments to the payment schedule and amount may then be made by City staff as an addendum to the MOU.

Article II – Frequency of Fundraising Status Review

- A. A meeting to review the status of the fundraising efforts and the articles of the MOU will take place quarterly between the designated City staff and the Restoration Group's Fund Committee members.

- B. The Restoration Group shall request a status report from the San Antonio Area Foundation for every quarterly meeting, if not monthly, summarizing the transactions, interest earned, and balance for the Hays Street Bridge account. The report shall also include remaining outstanding pledges and an updated schedule for receiving those remaining pledges.

- C. A final status report summarizing the account will also be requested by the City and the Restoration Group from the San Antonio Area Foundation upon completion of the project.

Article III – Project Status Review

- A. The City of San Antonio will give an oral update to the Restoration Group on the project progress at each quarterly meeting.

- B. The City of San Antonio will issue a report after the completion of each phase of the project summarizing the project costs.


Article IV – Additional Provisions

- A. Additional provisions are provided in the attached Addendum.

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CITY OF SAN ANTONIO


Emil R. Moncivais, AICP, AIA
Director, Planning Department

HAYS STREET BRIDGE RESTORATION GROUP, FUND COMMITTEE:


Barbara Johnson, Fund Committee Chairperson


June Bratcher, Eastside Business Community Representative


Gary Houston, Fund Raising Efforts Representative


Sheila McNeil, City Council - District 2 Representative


Doug Steadman, Engineering Community Representative


Bernice Williams, Eastside Community Representative

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

This is an Addendum to the Memorandum of Understanding ("MOU") dated June 4, 2002 by and between the City of San Antonio and the Hays Street Bridge Restoration Group.

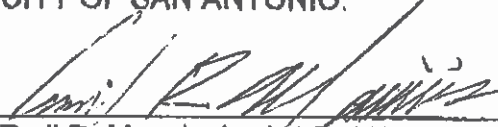
Whereas, the parties desire to clarify matters set forth in the MOU;

Now, therefore, the MOU is clarified as follows:

1. No individual member of the Hays Street Bridge Restoration Group ("Restoration Group") shall be individually liable for any deficiencies in the event the Restoration Group is unable to meet fund-raising goals.
2. The requests for payments made by the Restoration Group to the San Antonio Area Foundation shall be subject to the rules and regulations of the San Antonio Area Foundation regarding Donor Advised Funds.
3. That portion of the private donations that is represented by the \$50,000.00 donated by the San Antonio Conservation Society for restoration of the bridge, shall be used solely for bricks and mortar and shall not be used for professional fees, administrative costs or other soft costs.

All other matters set forth in the MOU shall remain as written in the MOU.

CITY OF SAN ANTONIO:




 Emil R. Moncivais, AICP, AIA
 Director, Planning Department

HAYS STREET BRIDGE RESTORATION GROUP,
FUND COMMITTEE:



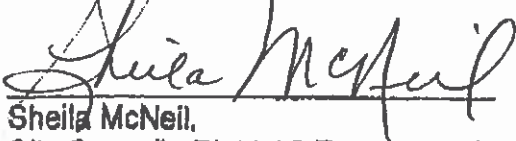
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