F N L R E P O R

CITY OF HOUSTON

Sylvia R. Garcia, City Controller

PARKS AND RECREATION DEPARTMENT GUS WORTHAM GOLF COURSE

CONTRACT COMPLIANCE EXAMINATION



December 2002

Report 02-09





OFFICE OF THE CONTROLLER CITY OF HOUSTON TEXAS

SYLVIA R. GARCIA

December 27, 2002

The Honorable Lee P. Brown, Mayor City of Houston, Texas

SUBJECT:

Parks and Recreation Department

Contract Compliance Examination - Gus Wortham Golf Course Concession Contract

(Report No. 02-09)

Dear Mayor Brown:

In accordance with the City's contract with McConnell Jones Lanier & Murphy LLP (MJLM), MJLM has completed a contract compliance examination of the Gus Wortham Golf Course Concession Contract (No. 31397). The primary purpose of the engagement was to determine whether the concessionaire was complying with the terms, provisions, and requirements of the contract, as amended, between the City and Reed Golf Corporation for the operation of the Gus Wortham Golf Course.

The report, attached for your review, includes an audited Statement of Revenues Collected and Fees Paid for the Gus Wortham Golf Course for the period of August 1, 2000 through November 30, 2001. Due to inadequacies in the Concessionaire's accounting records, the auditors were unable to form an opinion regarding the completeness of green fee and cart rental revenues in the Statement. The auditors also noted the concessionaire has not completed capital improvements in accordance with the agreement and has not complied with the agreement's requirements for maintenance of the golf course and non-course areas.

Draft copies of the matters contained in the report were provided to Department officials. The views of the responsible Department officials as to action taken or being taken are appended to the report as Exhibit II. We appreciate the cooperation extended to the MJLM's auditors by department and concessionaire personnel during the course of the examination.

Respectfully submitted,

xc: City Council Members

Albert Haines, Chief Administrative Officer Stephen Tinnermon, Chief of Staff, Mayor's Office Roksan Okan-Vick, Director, Parks and Recreation Department

Philip Scheps, Director, Finance and Administration Department

CITY OF HOUSTON PARKS AND RECREATION DEPARTMENT GUS WORTHAM GOLF COURSE

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INDEPENDENT ACCOUNTANTS' REPORT

To the Honorable Sylvia R. Garcia City of Houston Controller

We have examined the accompanying Statement of Revenues Collected and Fees Paid of the Gus Wortham Golf Course (the 'Golf Course'), Houston, Texas, for the period August 1, 2000 through November 30, 2001. This statement is the responsibility of Reed Golf Corporation's (the 'Concessionaire') management. Our responsibility is to express an opinion on the statement based on our examination.

Except as discussed in the following paragraph, we conducted our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence supporting the Statement of Revenues Collected and Fees Paid and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

Because of inadequacies in the Concessionaire's accounting records, we were unable to form an opinion regarding the completeness of green fee and cart rental revenue in the accompanying statement of revenues collected and fees paid.

The accompanying Statement of Revenues Collected and Fees Paid was prepared for the purpose of complying with the provisions of Concession Contract C31397 described in the attached Notes to the Statement of Revenues Collected and Fees Paid, and is not intended to be a complete presentation of the Golf Course's revenues or operations.

As described in Note 2, the financial statement referred to above was prepared on the cash basis, which is a comprehensive basis of accounting other than generally accepted accounting principles.

In our opinion, except for the effects of such adjustments, if any, as might have been determined to be necessary had we been able to satisfy ourselves about the completeness of green fee and cart rental revenues, the statement referred to above presents, in all material respects, the revenues collected and the fees paid related to the Gus Wortham Golf Course during the period August 1, 2000 through November 30, 2001, based on the criteria defined in the Concession Contract C31397.

In accordance with our engagement objectives, we have also issued our reports dated May 10, 2002 on our tests of the Concessionaire's compliance with provisions of the Concession Contract C31397 and internal controls. That report is an integral part of our examination performed in accordance with attestation standards established by the American Institute of Certified Public Accountants and should be read in conjunction with this report in considering the results of our examination.

This report is intended solely for the information and use of the City of Houston, the City's Parks and Recreation Department, the City Controller's Office and management of Reed Golf Corporation and is not intended to be and should not be used by anyone other than these specified parties.

Houston, Texas May 10, 2002

McCon all & Song LUP

CITY OF HOUSTON PARKS AND RECREATION DEPARTMENT GUS WORTHAM PARK GOLF COURSE Statement of Revenues Collected and Fees Paid For the period August 1, 2000 through November 30, 2001 Cart Commission Green **Driving** Snack **Total** Fees Rental Range **Pro Shop** Bar Sales Tax Revenues Fees Paid August 2000 \$ \$ \$ \$ \$ \$ \$ 38,114 32,144 2,613 3,732 9,466 7,068 93,137 6,054 September 2000 38,250 29,343 2,599 3,147 8,409 6,706 88,454 5,750 October 2000 1,879 35,857 27,648 3,021 7,192 6,205 81,802 5,317 November 2000 18,825 1,423 60,929 27,719 2,619 5,732 4,611 3,960 December 2000 28,095 18,818 1,465 2,490 5,672 4,636 61,176 3,977 30,442 1,490 January 2001 14,012 3,147 5,059 4,441 58,591 3,808 February 2001 33,714 17,869 2,178 3,393 6,150 5,185 68,489 4,452 2,222 March 2001 41,354 19,601 3,042 7,533 6,048 79,800 5,187 April 2001 53,093 29,047 2,931 4,069 10,545 8,189 107,874 7,012 47,454 28,925 2,649 99,702 May 2001 4,253 8,860 7,561 6,481 June 2001 32,986 18,864 1,821 3,189 7,005 5,230 69,095 4,491 34,997 20,753 73,852 July 2001 1,815 3,215 7,479 5,593 4,800 August 2001 25,456 7,201 1,649 6,849 5,403 3,812 50,370 3,274 September 2001 26,466 10,513 605 5,808 5,308 3.988 52,688 3,425 1,999 October 2001 29,724 15,256 2,900 5,566 4,538 59,983 3,899 November 2001 18,132 4,514 35,575 1,931 2,040 6,521 5,255 69,454 Total \$ 559,296 326,951 31,269 56,914 \$ 111,900 89,066 \$ 1,175,396 76,401

See accompanying notes and accountants' reports

CITY OF HOUSTON

PARKS AND RECREATION DEPARTMENT GUS WORTHAM GOLF COURSE

NOTES TO THE STATEMENT OF REVENUES COLLECTED AND FEES PAID

1. ORGANIZATION AND BACKGROUND INFORMATION

The Gus Wortham Golf Course (the 'Golf Course') is an 18-hole golf course located at 7000 Capitol, Houston, Texas. It is one of the City of Houston's (the 'City') seven municipal golf courses and is operated by Reed Golf Corporation (the 'Concessionaire'). An agreement between the City and the Concessionaire passed May 8, 1991 was countersigned and executed on May 20, 1991. The initial term of the agreement was eight years, with two options to extend for a two-year period. Under the terms and conditions specified in the Agreement, the Concessionaire is responsible for the costs of operating and maintaining the Golf Course. The Concessionaire assumed operations of the Golf Course on August 1, 1991. The Agreement was renewed for the second and final two-year term.

Although the Golf Course is operated and maintained by the Concessionaire, the Houston Parks and Recreation Department (the 'Department') is required to monitor the operations of the Golf Course. The Department is responsible for obtaining and reviewing the monthly revenue summaries and collecting the payments by the Concessionaire. The Department has also assigned the Director of Golf Operations to monitor the operations of the Golf Course to ensure that the course is properly maintained.

2. BASIS OF ACCOUNTING

The Statement of Revenues Collected and Fees Paid was prepared on the cash basis of accounting. Revenues are recognized when collected and fees paid are recognized at the time of disbursement.

3. REVENUES

Revenues of the Golf Course are derived primarily from the following sources:

 Green fees – This is the charge levied to play the course. Green fees are categorized based on the day and time of the week and age of the player. Thus, green fees are charged differently on weekdays, weekends and holidays, daytime or twilight, juniors and seniors.

- Golf cart rentals This is a charge for renting a golf cart (a powered buggy used to transport the golfers and their equipment on the golf course).
- Driving range fees This is a charge for the use of the golf course's practice area and a bucket of golf balls.
- Pro shop sales These are the proceeds from the sale of golfing equipment and accessories.
- Food and beverage sales These are the sales proceeds from the Concessionaire's snack bar.

4. FEES PAID

The Concessionaire is required to pay 6.5% of all revenues, inclusive of sales tax, collected in accordance with a fee schedule established in Exhibit B of the Agreement. Payments of these commissions, along with a monthly revenue summary, are submitted to the Department on the 15th of the month following collection.

INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER COMPLIANCE

To the Honorable Sylvia R. Garcia Controller, City of Houston

Compliance

We have examined Reed Golf Corporation's (the, 'Concessionaire') and the City of Houston's Parks and Recreation Department's (the 'Department') compliance with the concession contract for the operation of the Gus Wortham Golf Course (Contract No. C31397) during the contract period ended November 30, 2001. Management of the Concessionaire and the Department are responsible for compliance with the requirements of the contract. Our responsibility is to express an opinion on the Concessionaire's and Department's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Concessionaire's and Department's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Concessionaire's and Department's compliance with the concession contract requirements.

Our examination disclosed material instances of noncompliance with the capital improvement and maintenance requirements of the Concession Contract C31397 applicable to the Concessionaire during the contract period ended November 30, 2001. See Schedule of Material Noncompliance, page (8) eight.

In our opinion, except for the instances of material noncompliance described in the third paragraph, Reed Golf Corporation and the Department complied, in all material respects, with the aforementioned requirements for the contract period ended November 30, 2001.

Internal Control Over Compliance

The management of the Concessionaire and the Department are responsible for establishing and maintaining effective internal control over compliance with the requirements of Concession Contract C31397. In planning and performing our compliance examination, we considered the Concessionaire's and the Department's internal control over compliance with requirements that could have a direct and material effect on the operations of the Gus Wortham Golf Course in

order to determine our procedures for the purpose of expressing our opinion on compliance and to test and report on the internal control over compliance.

We noted certain matters involving the internal control over compliance and its operation that we consider to be reportable conditions. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control over compliance that, in our judgment, could adversely affect the Concessionaire's and the Department's ability to operate and monitor the applicable requirements of the contract. Reportable conditions are described in the accompanying Schedule of Findings of Material Weaknesses in Internal Control.

A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with the Concession Contract, that would be material in relation to the operations of the Gus Wortham Golf Course, being examined may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be reportable conditions and, accordingly, would not necessarily disclose all reportable conditions that are also considered to be material weaknesses. However, we believe the reportable conditions noted above are also material weaknesses.

In connection with our contract compliance examination, we have noted certain immaterial instances of noncompliance and other matters of internal controls in a separate letter dated May 10, 2002.

This report is intended solely for the information and use of the City of Houston, Department of Parks and Recreation, the City Controller's Office and management of Reed Golf Corporation and is not intended to be and should not be used by anyone other than these specified parties.

Houston, Texas May 10, 2002

McCon all & Song LUP

CITY OF HOUSTON PARKS AND RECREATION DEPARTMENT GUS WORTHAM GOLF COURSE

FINDINGS OF MATERIAL NONCOMPLIANCE

1. Required Capital Improvements have not been completed.

The Concessionaire is not in compliance with certain capital improvement requirements of the Agreement. Although the Concessionaire provided limited documentation and indicated that internal labor costs were incurred on several projects, the supported capital improvement expenditures incurred to date are less than the amount per the Agreement or the improvement has not been implemented. Per the Concessionaire, internal labor costs were incurred on the irrigation system, driving range expansion and renovation, fence, drainage improvements and parking lot and cart path renovations. However, no documentation was maintained for the number of labor hours incurred or rate of pay for these projects. The following table represents those capital improvements that are not in compliance with the requirements of the Agreement based on the supporting documents provided by the Concessionaire:

		Required	Supported	% of	
Project	Agreement	Agreement	Expenditures	Required	Unsupported
Description	Date	Amounts	Tested	Amounts	Amounts
Irrigation system	1991	\$ 483,300	\$ 196,267	41%	\$ 287,033
Clubhouse	1991	22,000	0	0%	22,000
renovation					
Fence	1991	62,000	0	0%	62,000
Parking lot & cart	1991	18,600	0	0%	18,600
paths renovation					
Driving range	1991	55,600	0	0%	55,600
renovation					
Drainage	1991	20,500	0	0%	20,500
improvements					
Total 1991		\$ 662,000	\$ 196,267	30%	\$ 465,733
Computerized					_
point-of-sale	2000	\$ 15,000	\$ 0	0%	\$ 15,000
system					
* Greens & holes	2000	40,000	47,493	118%	0
reconstruction					
Clubhouse painting	2000	6,500	0	0%	6,500
Driving range	2000	35,000	17,835	51%	17,165
expansion					
Cart Path Holes	2000	6,000	7,040	117%	0
Total 2000		\$ 102,500	\$ 72,368	71%	\$ 38,665

^{*} Only three greens and holes of the required four were reconstructed.

The original Agreement does not require the Concessionaire to expend a required amount but it does give estimates for the required capital improvements. The Parks Department stated that a majority of these projects were completed and gave an estimate of the value of the improvements (see Exhibit 1), however, the amount expended could not be verified.

The second amendment states that if "...Concessioniare fails to actually expend at least \$102,500 in the above enumerated improvements, then Concessionaire shall pay the difference to the City upon written demand by the Director." Of the \$102,500 required to be expended, it appears that the Concessionaire has not expended \$30,132. As of the date of the report, the Director has not requested the unexpended amount of \$30,132.

There have been no approvals from the Parks Department on any of the required capital improvement projects, as required by the Agreement.

Recommendation

We recommend that the Department review all required capital improvements and determine if they have been made in accordance with the terms and provisions of the Agreement and document their approval. All capital improvement proposals should be submitted to the Director and written approvals should be obtained before making any alteration, addition or improvement to the Golf Course. This will ensure that any improvements made at the Golf Course are approved and completed in accordance with the specific requirements of the Department. Also, this will give the Concessionaire a basis for determining whether those capital improvements are still required. If the capital improvements were not provided, we recommend the Department require the Concessionaire to install the capital improvements, require the Concessionaire to repay the unexpended amounts per the second amendment or amend the Agreement to accept substitute improvements that have been made by the Concessionaire.

2. The Concessionaire does not comply with the Agreement's minimum requirements for maintenance of the golf course and non-course areas.

The Concessionaire was not able to provide any documentation to support compliance with the maintenance standards of Exhibit D (18) of the Agreement, which states that the management firm shall maintain certain minimum standards for golf course maintenance, pro-shop, food and beverage, and golf cart operations. The Concessionaire does not use a maintenance log or checklist to demonstrate maintenance activities. In addition, the Concessionaire was not able to retrieve or provide receipts to support maintenance supplies and expenses.

During our examination we did observe that the golf course greens and fairways were mowed and generally free of trash and debris, the sand traps appeared to have adequate amounts of sand (there were no grass, mud or dirt observed) and the club house interior was generally clean. However, cobwebs were observed on the ceiling, unclean windows were noted in the snack bar area, and the exterior of the clubhouse was dirty and needed painting.

Based on the representation of the Concessionaire, soil testing is performed every two years instead of every year as required by the agreement. We were not provided any evidence of soil testing being performed.

Recommendation

We recommend the Department ensure, through their monitoring, that the Concessionaire complies with the minimum maintenance standards per the Agreement.

CITY OF HOUSTON

PARKS AND RECREATION DEPARTMENT GUS WORTHAM GOLF COURSE

FINDINGS OF MATERIAL WEAKNESSES IN INTERNAL CONTROL

1. The Concessionaire does not a have a system in place to adequately record activities or to maintain records as required in the agreement.

Article 7 (a) of the Agreement states, "The Concessionaire agrees to keep true, accurate and complete records of all its operations under this contract, including all receipts and disbursements." The following deficiencies are noted:

- The Concessionaire does not have an accounting system in place to record its financial activities, which include recording all revenue and expenses; summarizing and reporting the activity and results of the golf course operations.
- The Concessionaire did not maintain complete documentation supporting the installation or addition of capital improvements required by the Agreement. The Concessionaire does not use a maintenance log or checklist to demonstrate maintenance activities. In addition, the Concessionaire was not able to retrieve or provide receipts to support maintenance supplies and expenses.
- The Concessionaire does not have a system that provides controls to ensure that all revenues earned are recorded. Approximately 90% of the starter sheets for the period sampled did not reconcile to the number of rounds recorded in the cash register. The starter does not consistently check for and record green fee receipt on the starter sheets or other control logs.
- The Concessionaire also does not have a system that ensures that all cart rental revenue is recorded. Since cart rental agreements are not used, no other procedure is performed to reconcile cart rental revenue to cart rental usage.
- The Concessionaire does not monitor the issuance and redemption of free golf or complimentary passes. Complimentary passes are written on pieces of paper to be presented by the player to the starter. Student players present their identification cards and are then allowed to play. The starter may or may not document these players.
- The Concessionaire does not maintain all revenue records from the commencement of the contract. Records are only maintained for two to three years. Article 7 (g) of the Agreement states, "The City reserves the right, for three (3) years subsequent to contract termination, for whatever reason, to inspect all revenue records. Concessionaire agrees to maintain all such records for said period."

Recommendation

We recommend the Department ensure that the Concessionaire maintains true, accurate and complete records of all its operations per the Agreement, including establishing procedures to ensure all cart rental revenue is completely and accurately recorded; and ensuring all players sign in on the starter sheets and the number of players on the starter sheets are reconciled with the number of players recorded in the cash register at the end of each day. Good internal control and business practice generally require that subsidiary ledgers or logs such as starter's count be compared and reconciled to the register count and differences be investigated. This would afford the Concessionaire the ability to ensure that all rounds played are recorded through the cash register. Cart rentals could also be recorded on the starter sheets (to include the cart number) and be used to reconcile to the cart rental recorded in the cash register. By performing these reconciliations, management can minimize the risk of unauthorized free play or cart usage. Complimentary play should also be recorded in the cash register and those recording should be used to reconcile the number of rounds recorded on the starter sheets.

Also, we recommend the Department require the Concessionaire to maintain supporting documentation for the required capital improvements and maintenance activities and that all revenue records be retained for the period of the contract as outlined in the Concessionaire Agreement.



CITY OF HOUSTON

Interoffice

Parks and Recreation Department

Correspondence

To:

Maggie Mottesheard, Deputy Director

From:

Fred Buehler

Date:

October 21, 2002

Subject: GUS WORTHAM CAPITAL

IMPROVEMENTS

The following list of capital improvements that were required under Contract No. 31397 was taken from Exhibit H of the contract. The list of work completed and value of the improvements are estimates only.

1. Clubhouse improvements and repairs including paint, carpet, heating and air conditioning

upgrade and light fixture replacement totaling \$22,000.

The clubhouse was painted early in the contract term, and carpet has been installed in the pro shop and café. Some repairs were made to the HVAC system early in the contract term, but there is no record of the system being replaced or upgraded. A contractor paid by the department conducted roof repairs under the AC unit as well as to the awning leading from the café under the order of the then Director.

Estimated value of improvement: \$17,000

install fencing for security and aesthetic values totaling \$62,000.

Six foot high chain link fencing was installed along Lawndale, eight foot around the cart barn and twelve foot separating the driving range area from the ninth hole of the course and the parking lot. The driving range fence is one-inch mesh, while the remainder is two-inch mesh. Additional repair of fencing has also occurred during the contract term.

Estimated value of improvement (Lawndale): \$14,000 Estimated value of improvement (Cart Barn): \$5,500

Estimated value of improvement (Range separation): \$10,000

Renovate parking lot and cart paths as needed totaling \$18,600.

The parking lot entrance road was relocated early in the contract term, and some minor repair to cart paths was conducted. The new entrance is concrete. A concrete cart path was built connecting the first green to the second tee. The parking lot has not since been resealed, and stretches of the cart path system remain in poor condition.

Estimated value of improvements: \$19,500

Improve driving range and install amenities approved by the Director totaling \$55,600. 4. The driving range was lengthened, a new teeing area constructed, and fencing built to separate the range from the course. A concrete area with artificial turf mats was installed. Amenities installed on Department of Parks & Recreation Compliance Letter

EXHIBIT I

Page 2

the course include new drink stations, covered waiting areas on the first tee and the range, and a new first tee.

Estimated value of improvement: \$50,000

5. <u>Install a new irrigation system totaling \$483, 300.</u>

A new irrigation system was installed. Water storage capacity was not increased and thus by necessity the irrigation system is low pressure, so that the storage is not totally drained during use. The system includes satellite control boxes and aside from the pressure, is very similar to systems in use on other golf courses.

Estimated value of improvement: \$350,000

6. Miscellaneous drainage improvements as approved by the Director totaling \$20,500.

A small pond was constructed on one hole, and the ditch leading to it widened. To my knowledge, this addition was not approved by the Director. It does add a minor degree of difficulty to the course and could be enlarged to come into play more. Drainage work has been conducted on a small scale.

Estimated value of improvement: \$7,500

Fred Buehler, Division Manager Golf and Tennis Operations Parks and Recreation Department

Cy: Roksan Okan-Vick, AIA, Director

Maggie Mottesheard Cheryl Johnson Diane Deaton-Bowen

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Department of Parks & Recreation Compliance Letter

EXHIBIT II



CITY OF HOUSTON

Parks and Recreation Department Lee P. Brown

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Roksen Okan-Vick, AIA Director Parks and Recreation Department 2999 South Wayside Dr., Houston, Texas 77023

T. 713.845.1102 F. 713.845.1282

Honorable Sylvia Garcia City Controller 900 Bagby Houston, TX 77002

December 19, 2002

Dear Ms. Garcia:

Thank you for your letter dated November 13, 2002, conveying a draft contract compliance report for Gus Wortham Golf Course. Below please find our response to findings identified in the audit report.

"Findings of Material Noncompliance"

In January 2002, the Department created a contract compliance group. This group is responsible for monitoring the provisions of all revenue contracts, including the areas identified in the material non-compliance section of your report: 1) monitoring of the completion of capital improvements required by the contract; and 2) minimum requirements for maintenance of golf course and non-course areas. We are confident that this additional level of oversight of concession contracts will result in better compliance with contract provisions.

Specifically, in reference to finding #1 "Required capital improvements have not been completed", the Department has been working with the Legal Department to determine the appropriate next step in obtaining compliance with the provisions of the second amendment to the contract that relate to capital improvements.

"Findings of Material Weaknesses in Internal Controls" The Department will:

- Beginning in February 2003, require that the Concessionaire include with their monthly revenue report, evidence that the starter sheets reconcile with their cash register records;
- Direct the Concessionaire to develop a method for recording cart rentals and reconcile these records with the Concessionaire's monthly revenue report;
- Beginning in April 2003 and continuing twice annually, the Department will visit the golf course and review accounting records relating to golf operations revenue.

Bruce Tatro Carol M. Gallowsy Mark Goldberg. Ada Edwards Addle Wiseman. Mark A. Elis. Bert Keller. Gebriel Vasquez. Carol Alvarado Annise D. Parkar. Gordon Quan. Shelley Sekula-Gibbs, M.D. Michael Berry. Carroll G. Robinson. Controller: Sylvia R. Garcia. Views of Responsible Officials

Council Memi

EXHIBIT II

If you have any questions, please do not hesitate to contact Ms. Maggie Mottesheard, Deputy Director at 713-845-1304.



Roksan Okan-Vick, AIA Director Parks and Recreation Department

Cy: Steve Schoonover
Maggie Mottesheard
Fred Buehler

Ken Teer Roy E. Wilson Diane Deaton

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Views of Responsible Officials