

AN ORDINANCE 2013 - 04 - 11 - 0254

**AUTHORIZING A JOINT USE AGREEMENT WITH NORTHSIDE INDEPENDENT SCHOOL DISTRICT FOR THE CONTINUED USE OF THE ANNEMARIE TENNIS CENTER LOCATED AT 7100 CULEBRA FOR A TERM OF TEN YEARS COMMENCING ON MAY 1, 2013, IN COUNCIL DISTRICT 6.**

\* \* \* \* \*

**WHEREAS**, in the mid 1970s Northside Independent School District (NISD) constructed the Hardin Athletic Center at 7100 Culebra, which currently includes a stadium, field house, sports fields, natatorium, Annemarie Tennis Center and parking; and

**WHEREAS**, in 1976 the City and NISD entered into a twenty-five year Joint Use Agreement for the Tennis Center which provided for a contribution by the City for installation and on-going electrical supply for court lighting; and

**WHEREAS**, in exchange, NISD has allowed public use of the tennis courts; and

**WHEREAS**, over the years, the number of tennis courts has increased from ten to eighteen; and

**WHEREAS**, as a part of their current bond program, NISD will make improvements in 2013 to the Tennis Center to include court resurfacing, covered spectator seating and electrical lighting upgrades; and

**WHEREAS**, the parties again wish to enter into a Joint Use Agreement to allow the continued use of the Tennis Center by the public when not in use by NISD; and

**WHEREAS**, the City will be responsible for the electrical consumption for the CPS meter serving eight of the eighteen tennis courts and lighting for these courts will be available daily until 10:30 p.m.; and

**WHEREAS**, the term of the Joint Use Agreement is ten years with one ten year renewal term subject to the approval of the parties; and

**WHEREAS**, NISD is responsible for the operation and maintenance of the Tennis Center; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager, or her designee, or the Director of the Parks and Recreation Department or his designee, is authorized to execute a Joint Use Agreement with Northside Independent School District for the continued use of the Annemarie Tennis Center located at 7100

Culebra for a term of ten years commencing on May 1, 2013, in Council District 6. A copy of the agreement is attached hereto and incorporated herein for all purposes as **Attachment I**.

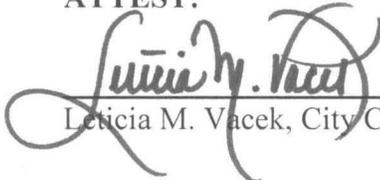
**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

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

PASSED AND APPROVED this 11th day of April, 2013.

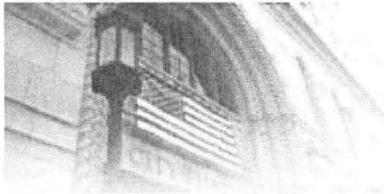
  
M A Y O R  
Julián Castro

ATTEST:

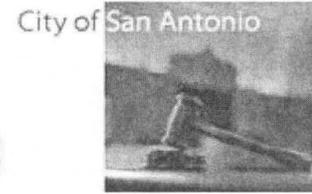
  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for Michael Bernard, City Attorney



Request for  
**COUNCIL  
ACTION**



### Agenda Voting Results - 10

<b>Name:</b>	6, 8, 9, 10, 11, 14A, 14B, 14C, 15, 16, 17, 18, 19, 20
<b>Date:</b>	04/11/2013
<b>Time:</b>	10:55:28 AM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	An Ordinance authorizing a Joint Use Agreement with Northside Independent School District for the continued use of the Annemarie Tennis Center located at 7100 Culebra for a term of ten years commencing on May 1, 2013, in Council District 6. [Gloria Hurtado, Assistant City Manager; Xavier Urrutia , Director, Parks & Recreation]
<b>Result:</b>	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

**NORTHSIDE INDEPENDENT SCHOOL DISTRICT/CITY OF SAN ANTONIO  
JOINT USE AGREEMENT FOR THE ANNEMARIE TENNIS FACILITY**

This Joint Use Agreement ("Agreement") is by and between the City of San Antonio, a Texas municipal corporation ("City"), acting by and through its City Manager or her designee, pursuant to Ordinance No. \_\_\_\_\_ passed and approved on \_\_\_\_\_, 201\_\_, and Northside Independent School District ("NISD").

WHEREAS, NISD is the owner of the Hardin Athletic Center located at 7100 Culebra, San Antonio, Texas which includes an 18 court tennis complex known as the Annemarie Tennis Center; and

WHEREAS, under the terms of a 25-year agreement executed in 1976 by City and NISD, City funded the installation of lighting and an electrical meter for the initial ten tennis courts, as well as the on-going consumption associated with the electrical meter in consideration of the public use of the tennis courts when not in use by NISD; and

WHEREAS, NISD plans to make improvements in 2013 to the Hardin Athletic Complex, including at Annemarie Tennis Center, which will include the resurfacing of the courts, covered spectator seating and electrical lighting upgrades; and

WHEREAS, City and NISD share an interest in providing athletic and recreational facilities to students and the general public, which is in support of the City's SA2020 initiative;

NOW THEREFORE, NISD and City ("Parties") hereby agree as follows.

1. TERM

- 1.1 The term of this Agreement is ten (10) years commencing on May 1, 2013 ("Commencement Date").
- 1.2 So long as NISD is not in default; this Agreement may be extended for an additional period of ten (10) years, subject to the approval of the parties, with the City's consent evidenced by an Ordinance approved by its City Council.
- 1.3 Either Party shall have the right to terminate this Agreement if adequate funding to meet the requirements of this Agreement is not available or appropriated. In such event, the Party desiring to terminate will provide thirty (30) days prior written notification to the other Party.

2. JOINT USE

- 2.1 NISD shall make the tennis courts at the Annemarie Tennis Center ("Tennis Courts") available for use by the City and the general public when they are not being used by NISD for school related activities and special events.
- 2.2 NISD shall have priority use of the Tennis Courts.
- 2.3 When not in use by NISD, the general public may use the Tennis Courts and adjacent parking area at no cost for practice and games and neither City nor NISD will charge a fee for such use.
- 2.4 Tennis Center restrooms are only available at times when NISD staff is on site.
- 2.5 If City desires to use the Tennis Courts for City-sponsored tournament or league play, such use is subject to the prior approval of NISD and NISD shall have the right to charge a fee for such use which shall be comparable to the fee charged to other parties for similar use.
- 2.6 For the Tennis Courts served by the City Meter, as defined below, Tennis Court lighting shall be available from dusk until 10:30 p.m. daily. Subject to the agreement of NISD and City, through the City's Parks and Recreation Director, the lighting schedule may be modified.

### 3. UTILITIES

- 3.1 From the Commencement Date until NISD's planned renovation of the Tennis Courts, the City will be responsible for the cost of electrical usage for the CPS meter currently in the City's name ("City Meter") serving ten (10) Tennis Courts and will pay all City Public Service (CPS) consumption costs.
- 3.2 As a part of the NISD renovation of the Tennis Courts, upgrades to the lighting system, including competition fixtures and energy efficiency features, will be installed. Once complete, the City will be responsible for the cost of electrical consumption for the City Meter which will then serve eight (8) of the eighteen (18) Tennis Courts. NISD shall be responsible for the electrical consumption for the remaining ten (10) Tennis Courts and other improvements at the Annemarie Tennis Center.
- 3.3 City shall not be responsible for the cost of meter installations, relocations or other electrical upgrades or renovations at the Annmarie Tennis Center.

### 4. MAINTENANCE

- 4.1 NISD will be responsible for the maintenance of the Tennis Courts and all other improvements at the Annemarie Tennis Center, including all lighting.

### 5. INDEMNITY

- 5.1 NISD and City acknowledge they are political subdivisions of the State of

Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Codes, Section 101.001, *et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

6. MISCELLANEOUS

- 6.1 City may not assign its rights or obligations under this Agreement without the consent of District.
- 6.2 Nothing contained in this Agreement shall be deemed to have dedicated the property for use as a public park or to have created any obligations or burdens on the use of the property beyond the termination date of this Agreement. Further, City shall not acquire any right, title or interest in the property extending beyond such termination date.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY:

City of San Antonio, a Texas  
Municipal Corporation

By: \_\_\_\_\_  
City Manager

NISD:

Northside Independent School District



By: Karen Freeman  
Title: President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form: \_\_\_\_\_  
City Attorney