

JFN:lc
3-14-67

CITY'S COPY
Wolf
35262

AN ORDINANCE

AMENDING PARAGRAPH 13 OF THE LEASE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND SAN ANTONIO FAIR, INC., BY PROVIDING FOR A \$1,000,000.00 MINIMUM LIABILITY INSURANCE POLICY COVERING PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OCCURRING ON OR IN CONNECTION WITH THE LEASED PREMISES.

* * * * *

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

SECTION 1. That paragraph 13 of the Lease Agreement entered into between the City of San Antonio and San Antonio Fair, Inc., authorized by Ordinance No. 33221, passed and approved by the City Council on April 15, 1965, and executed by the parties thereto on April 20, 1965, is hereby amended so that the first complete sentence on page 6 of said Lease Agreement shall read as follows:

"Said policy (or policies) shall be written with a single limit (minimum) of one million dollars per occurrence."

SECTION 2. That all other terms, conditions and provisions contained in said Lease Agreement shall remain unchanged and in full force and effect.

PASSED AND APPROVED this 16th day of March, 1967.

ATTEST:

J. H. Sulwain
City Clerk

W. M. Mueller
MAYOR

APPROVED AND ACCEPTED as an amendment to paragraph 13 of the above described Lease Agreement this 21st day of March, 1967.

SAN ANTONIO FAIR, INC.

ATTEST:

J. H. Sulwain
Secretary

BY: Marshall Steves
MARSHALL STEVES, PRESIDENT

APPROVED AS TO FORM: Sam J. Wolf
City Attorney

65380

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

TO: City Manager

FROM: City Attorney

COPIES TO: _____

SUBJECT: Insurance coverage amendment to Lease Agreement between
City and Fair, Inc.

Date March 14, 1967

By letter dated March 10, 1967, John Daniels has requested a change in insurance coverage of liability of Fair, Inc. from \$1,000,000 for bodily injury and \$100,000 for property damage to \$1,000,000 per occurrence whether bodily injury or property damage or both.

This change has been requested by their insurance underwriter, the Gulf Insurance Group. Our City's Insurance Advisory Group concurs.

Mr. Daniels requests early approval of this change. Attached is an ordinance to accomplish it for your consideration.

Sam S. Wolf
SAM S. WOLF
City Attorney

SSW:lc
Attachment

*John Daniels file
notified to file
new insurance certificate
3/30/67*

March 17, 1967

Mr. Marshall Steves, President
San Antonio Fair, Inc.
P. O. Box 1968
San Antonio, Texas

Dear Mr. Steves:

Enclosed are two executed copies of Ordinance No. 35262 passed by the City Council on March 16, 1967, amending paragraph 13 of the Lease Agreement between the City of San Antonio and San Antonio Fair, Inc. dated April 20, 1965, concerning liability insurance.

Please sign both copies and return the original to my office for the City's files.

Also enclosed for your files are two certified copies of Ordinance No. 35262.

Sincerely,

J. H. INSELMANN
City Clerk

JHI/jg

Enclosures (4)

International
Exposition
HemisFair'68®

421 S. Alamo, P. O. Box 1968
San Antonio, Texas 78206
Telephone 512 CA 5-2011
Cable: HEMISFAIR
Registered: Bureau of
International Expositions

March 10, 1967

RECEIVED

MAR 13 1967

LEGAL DEPARTMENT
CITY OF SAN ANTONIO, TEXAS

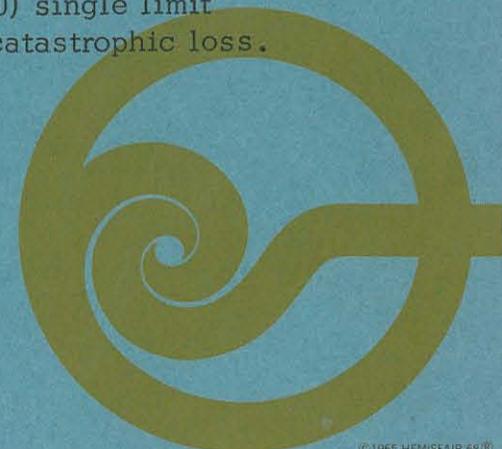
Mr. Sam Wolf
City Attorney
City of San Antonio
City Hall
San Antonio, Texas

Dear Sam:

Pursuant to our telephone conversation of March 9, I am herewith submitting to you a request that paragraph 13 of the Lease Agreement entered by and between the City of San Antonio and San Antonio Fair, Inc. on April 20, 1965 be amended so that the first complete sentence on page 6 of the Lease Agreement will read as follows:

"Said policy (or policies) shall be written with a single limit (minimum) of one million dollars per occurrence."

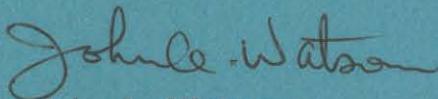
This amendment would, of course, provide for minimum coverage of one million dollars for bodily injury and/or property damage thereby substantially increasing the property damage coverage from the one hundred thousand dollar (\$100,000) limit presently required by the Lease Agreement. Our insurance carrier advises us that the increased limit for property damage is necessary to provide adequate protection for the City of San Antonio and for San Antonio Fair, Inc. The amendment does have the effect of reducing the total possible combined coverage from one million one hundred thousand (\$1,100,000) per incident to one million dollars (\$1,000,000) per incident. This slight decrease, however, is more than offset by the increased flexibility afforded by the proposed amendment and by the increase in property damage coverage per incident of nine hundred thousand dollars (\$900,000). According to the underwriting specialist for the Gulf Insurance Group, the one million dollar (\$1,000,000) single limit coverage would adequately cover all but the most catastrophic loss.



Mr. Sam Wolf
March 10, 1967
Page Two

We would appreciate very much your bringing this matter before the City's Insurance Advisory Committee as well as the City Manager's Office at your earliest convenience. I would hope that we could get an early verbal approval of this amendment to the Lease Agreement so that we may proceed with the formulation of our Insurance Program and Regulations. Should you have any questions concerning the technical aspects of the proposed amendment, please feel free to call on Mr. Woodward W. Altgelt, Jr. of the Sanger & Altgelt Insurance Agency, telephone number PE 4-6677, or Mr. Glen Hancock of the Gulf Insurance Group, telephone number CA 6-8315. Sanger & Altgelt is the local recording agent for the Gulf Insurance Group and Glen Hancock is the Resident Special Agent for the Gulf Insurance Group. Both of these gentlemen are working very closely with us in developing and implementing our Insurance Program and I am sure that you will find them most cooperative should you desire to call upon them for additional information or clarification relative to the proposed amendment.

Very truly yours,



John A. Watson
Staff Attorney

JAW/mar

cc: Mr. Glen Hancock
Mr. Woodward W. Altgelt, Jr.

International
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421 S. Alamo, P. O. Box 1968
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March 21, 1967

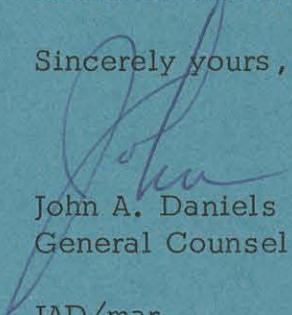
Mr. J. H. Inselmann
City Clerk
City of San Antonio
City Hall
San Antonio, Texas



Dear Jake:

In response to your letter of March 17, 1967 containing copies of Ordinance Number 35262 amending the Lease Agreement between the City and this Corporation, I return herewith one executed copy of said Ordinance and amendment.

Sincerely yours,


John A. Daniels
General Counsel

JAD/mar

Enclosure



add 2

DISTRIBUTION

DEPARTMENT	DATE	ORD. OR RESOL.	CONTRACT
AVIATION DIRECTOR			
STINSON FIELD			
BUDGET	3/16		
CITY MANAGER			
ASST. CITY MGR.			
CITY PUBLIC SERVICE			
CITY WATER BOARD			
COMMERCIAL RECORDER			
FINANCE DIRECTOR	3/16		
ASSESSOR & COLL.			
CONTROLLER			
CORP. COURT			
INTERNAL AUDIT			
PROPERTY RECORDS			
PURCHASING			
FIRE CHIEF			
HEALTH DIRECTOR			
HOUSING & INSP. DIR.			
LEGAL	3/16		
BACK TAX ATTY.			
CONDEMNATION ATTY.			
LAND. DIV.			
LIBRARY DIRECTOR			
PARKS & REC. DIR.			
PERSONNEL DIRECTOR			
PLANNING DIRECTOR			
POLICE CHIEF			
PUBLIC INFORMATION			
PUBLIC WORKS DIR.			
ASST. DIRECTOR			
TRAFFIC & TRANSP. DIR.			
URBAN RENEWAL AGENCY			
OTHER:			

REMARKS:

J. H. INSELMANN

ITEM NO. _____

ROLL CALL VOTE

MEETING OF THE CITY COUNCIL DATE: 3/16/67

MOTION BY: Gatti SECONDED BY: Cochrell

35262

ORD. NO. _____ ZONING CASE _____

RESOL. _____ PETITION _____

COUNCIL MEMBER	ROLL CALL	AYE	NAY
WALTER W. MC ALLISTER PLACE No. 1, MAYOR		✓	
DR. HERBERT CALDERON PLACE No. 2		✓	
ROBERT C. JONES PLACE No. 3		✓	
S. H. JAMES PLACE No. 4		✓	
MRS. S. E. COCKRELL, JR. PLACE No. 5		✓	
JOHN GATTI PLACE No. 6, MAYOR PRO-TEM		✓	
FELIX B. TREVINO PLACE No. 7		✓	
GERALD PARKER PLACE No. 8		<i>abr</i>	
ROLAND C. BREMER PLACE No. 9		✓	

BRIEFED BY: city atty -

ADDITIONAL INFORMATION:
7 Council =
1 - 4100
2 - 1 - 9 - 1000

W.P. King

65-380