

AN ORDINANCE **42051**

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BOYS' CLUB OF SAN ANTONIO, INC. PROVIDING FOR THE CITY TO CONSTRUCT A BOYS' CLUB FACILITY IN CONNECTION WITH ITS MODEL CITIES PROGRAM TO BE LEASED TO THE BOYS' CLUB FOR USE BY MODEL NEIGHBORHOOD AREA RESIDENTS, FOR A 50-YEAR TERM.

* * * *

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

SECTION 1. The City Manager is hereby authorized to execute the attached lease agreement, incorporated herein by reference, with Boys' Club of San Antonio, Inc. providing for the City to construct a Boys' Club facility in connection with the Model Cities Program to be leased to the Boys' Club for use by Model Neighborhood Area Residents for a 50-year term.

SECTION 2. The provision in Section 19 of Ordinance No. 40700 establishing the City's Model Cities Fourth Action Year Program appertaining to the Model Cities Boys' Club Project is hereby modified and the project is converted from an outside operating agency delegated project to one to be performed by the City, designated in the program as the City Demonstration Agency, and the following budget revision is approved:

APPROPRIATION ACCOUNT NO. 78-40-38:

<u>Account</u>	<u>Acct. No.</u>	<u>Prior Budget</u>	<u>Revision Add</u>	<u>Revision Deduct</u>	<u>Revised Budget</u>
Fees, Professional & Etc.	2-55	\$600,000	\$600,000	\$600,000	\$ -0-
Buildings	5-08	-0-	\$600,000		600,000
Totals		<u>\$600,000</u>	<u>\$600,000</u>	<u>\$600,000</u>	<u>\$600,000</u>

SECTION 3. The provision in Ordinance No. 41732 passed on January 18, 1973 which authorized the City Manager to enter into a contract with Norcell D. Haywood and Henry Ortega, Architects, to prepare plans and specifications for the Boys' Club facility is hereby modified to direct that the sum of \$39,956.00 be transferred from the sum above appropriated to Account No. 5-08 to Account No. 5-35 for payment of the professional remuneration to said architects as agreed in said contract, and further to transfer the sum of \$1,000.00 to Account No. 4-95 to provide for Miscellaneous Contingency Costs if needed in connection with said architectural contract.

PASSED AND APPROVED this 5th day of April, 1973.

John Muttis
M A Y O R

ATTEST:

JH. Surclman
City Clerk

APPROVED AS TO FORM: Howard L. Walker
City Attorney

73-16

SW 19th
San Fernando +
San Luis
H (c)
12-

STATE OF TEXAS

COUNTY OF BEXAR

This agreement, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through its City Manager, pursuant to Ordinance No. 42051 of _____, 1973, hereinafter called "City", and Boys' Clubs of San Antonio, Inc., a Texas non-profit corporation, acting through its designated officials, duly authorized hereunto, hereinafter called "Boys' Clubs", WITNESSETH:

1. For and in consideration of the promises, undertakings, and covenants herein contained on the part of Boys' Clubs, and because the benefits to be derived by the citizens of San Antonio from the activities and programs herein provided to be conducted by the Boys' Club, the City does hereby and by the presents lease and demise unto Boys' Clubs certain real property located on S.W. 19th Street between San Fernando Street and San Luis Street, consisting of 3.8629 acres, more or less, the same being more specifically described as follows:

See Attachment I (Engineer Field Notes)

2. The City will construct, or have constructed, subject to availability of funds from HUD, on the leased premises, a building, suitable for full-time use for conducting the regular activities and programs of the Boys' Club. Said building will be designed and constructed in full consultation with the officials of Boys' Clubs.
3. The term of this agreement shall be for fifty years, commencing upon execution of this agreement by both parties hereto, subject to the termination provisions hereinafter set out.
4. Boys' Club will use the leased premises for the following purposes:
To provide adequate facilities that will house programs offering a positive alternative to juvenile antisocial behavior. These programs will be in concert with and on a level with those offered at the other local Boys' Clubs. The chartered purpose of Boys' Clubs of San Antonio is to provide boys behaviorial guidance in a full-time, facility-centered setting and promote their social, educational, recreational, health, physical, cultural and character development. This is done for all, regardless of race, creed, color or economic circumstances and deals with the total

- needs of boys incorporating specific programs for parents, girls, etc.
5. Boys' Clubs shall not, directly or indirectly, assign, sublet, sell or hypothecate or otherwise transfer this contract or any portion of the leased premises, without the prior written consent of City, which may be given only by or pursuant to ordinance enacted by the City Council.
 6. Boys' Clubs shall comply with all Federal and State laws and City ordinances and codes applicable to operations under this contract.
 7. Boys' Clubs will reimburse the City annually for the City's expense in insuring the building with fire and extended coverage insurance, including vandalism and malicious mischief. Boys' Clubs will carry general liability insurance covering its activities on the premises in the minimum amount of \$300,000.00 per occurrence for bodily injury or death. In addition, Boys' Clubs will carry automobile liability insurance in at least the statutory minimum amount on all vehicles used in connection with its activities on the leased premises. The insurance required herein shall be carried with a responsible company or companies, licensed to do business in the State of Texas, and certificates of insurance or other satisfactory evidence of coverage shall be filed with the City Clerk prior to entry upon the premises. Each policy shall name the City as an additional insured as its interest may appear. Each policy shall provide, "It is agreed that insurer shall notify the City Clerk of the City of San Antonio, Texas, of any alteration, renewal or cancellation of this policy and that this policy shall remain in force and effect until ten days after such notice is received by the City Clerk."

The Boys' Clubs will provide Workmen's Compensation Insurance to meet statutory requirements, if qualified; said policy shall provide employer's liability insurance in the amount of \$100,000.00. The City shall not hold Boys' Clubs responsible for above liabilities until acceptance of the complete building by Boys' Clubs.

8. Boys' Clubs shall provide the defense for, and indemnify and hold harmless City from, any and all claims, suits, causes of action, and liability, arising out of the execution of this contract or in connection with the use of the premises hereunder.
9. Boys' Clubs shall obtain prior written approval of the City Manager for any major structural alterations or additions to premises.
10. a. Boys' Clubs covenants that it shall not bind, or attempt to bind, City for payment of any money in connection with construction, repair, alter-

ation, addition or reconstruction work on the premises and that it shall not permit any mechanic's, materialman's or contractor's liens to arise against the premises or improvements thereon or any equipment, machinery and fixtures therein belonging to the city and Boys' Club expressly agrees that it will keep and save the premises and City harmless from all costs and damages resulting from any such liens or lien of any character created or that may be asserted through any act or thing done by Boys' Clubs.

b. In the event any mechanic's or other liens or orders for payment shall be filed against the premises or improvements thereon, or City-owned property located therein, during the term hereof, Boys' Clubs shall within ten (10) days cause the same to be cancelled and discharged of records, by bond or otherwise at the election and expense of Boys' Clubs, and shall also defend on behalf of City, at its sole cost and expense, any action, suite or proceeding which may be brought thereon or for the enforcement of such lien or order.

c. Failure of Boys' Clubs to comply with any requirement of this section or paragraph shall be cause for immediate termination of this contract by City.

11. a. Boys' Clubs shall be strictly responsible for the condition of the premises and of related City-owned property, shall repair or replace any damaged property within a reasonable time, and shall maintain the premises and immediately adjacent areas in a clean, neat and sanitary condition and attractive in appearance.

b. Boys' Clubs shall be responsible for the gathering of all trash, litter and refuse in the premises and for the disposal thereof.

c. Boys' Clubs shall make all plumbing, electrical and other repairs to furniture, fixtures, equipment and furnishings, and janitorial service.

12. The Boys' Clubs agrees to be responsible for the payment of all utility services used in the premises.

13. a. All furniture, fixtures, equipment and furnishings, permanently affixed to the premises, shall become the property of City upon termination of this contract whether such termination be by expiration of the term herein granted or an earlier termination under any provision of this contract.

b. Boys' Clubs shall have the right, within fifteen (15) days after the termination of this contract, whether such termination be by the expiration of the term herein granted or an earlier termination under any provision of

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this contract to remove from the premises all of its furniture, fixtures, equipment and furnishings which have not become the property of City as provided herein.

14. Boys' Clubs of San Antonio, Inc., is granted for the purpose of operating hereunder, ingress to and egress from the premises.

15. City reserves the right for its representatives to conduct inspections at reasonable times to insure that fire, safety and sanitation regulations and other provisions contained in this contract or the City Code, are being adhered to by Boys' Clubs. Said officials shall notify Boys' Clubs in writing of any findings needing attention.

16. a. Boys' Clubs shall maintain, in Bexar County, Texas, books and records reflecting its operations hereunder in accordance with generally accepted accounting principles, and as may be specifically prescribed by the City Director of Finance. Such books and records, together with any other documentation necessary for verification of compliance with the terms of the agreement, shall be made available in said City, on request, to said Director of Finance or his representative.

b. Boys' Clubs shall furnish to City such reports pertaining to its operations hereunder, including financial operating statements, certified or notarized in such manner (including certification by an independent certified public accountant, if desired by City), as may be required by City Ordinance, the City Manager, or the City Director of Finance.

17. This lease agreement may be terminated by the City by giving written notice of such termination to the Boys' Clubs upon occurrence of any of the following:

1. Filing of a voluntary bankruptcy by Boys' Clubs
2. Violation of any of the terms of this agreement
3. The inability or failure of Boys' Clubs to continue

to carry out activities in reasonable similarity, scope and variety as presently carried out in Boys' Clubs in the City, or the failure to provide at least as high a level of programs and activities as carried out in other San Antonio Boys' Clubs.

18. This agreement supersedes and amends by the signature of the two parties, that prior agreement between the parties hereto entered into on September 28, 1972 pursuant to Ordinance No. 40700 of May 11, 1972, to the extent that the two agreements are inconsistent. Specifically, this agreement

abolishes those portions of said prior agreement which indicates that

a. the building and facilities will be constructed by

Boys' Clubs

b. the building and facilities will be owned by Boys' Clubs

c. the Boys' Clubs would acquire the land and let the architect and construction contracts for the building.

d. the City would pay Boys' Clubs up to \$600,000.00 as reimbursement for such land acquisition, architect fees, and construction costs.

However, all portions of such prior agreement not inconsistent herewith shall remain in full force and effect.

19. It is understood that funds for construction of the building to be exclusively leased by the Boys' Clubs are being made available by the U. S. Department of Housing and Urban Development (Model Cities Program) and therefore, this lease agreement and all activities conducted hereunder are subject to rules, regulations, and requirements of such federal agency.

20. The consideration for this agreement is One Dollar (\$1.00) cash in hand paid by the Boys' Clubs to the City, the receipt of which is hereby acknowledged by the City, the benefits to be derived by the citizens from the activities of the Boys' Clubs hereunder, and the mutual covenants herein contained.

In Witness of Which this agreement has been executed on this, the _____ day of _____, 1973.

CITY OF SAN ANTONIO

ATTEST: _____
City Clerk

BY: _____
City Manager

BOYS' CLUBS OF, SAN ANTONIO, INC.

ATTEST: _____
Secretary

BY: _____
TITLE: _____

A PARCEL of land containing 3.8629 acres situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being an irregular portion of New City Blocks 8354, 3402, A-5, and A-6, and a portion of San Luis Street, being hereby more particularly described to-wit:

Beginning at an iron pin on the East right-of-way line of Southwest 19th Street for the Southwest corner of New City Block A-6 and of the herein described parcel, said iron pin being N 6°05'07" E, 161.30 feet along said East right-of-way line from its intersection with the North right-of-way line of San Fernando Street;

Thence with the said East right-of-way line, N 6°05'07" E, 486.91 feet to an iron pin on the Southwest right-of-way line of Apache Creek for the Northwest corner of this parcel;

Thence with the said Southwest right-of-way line, the following courses and distances:

S 83°14'04" E, 69.66 feet to an iron pin for the P.C. of a curve to the right; and Southeasterly with said curve whose radius is 233.10 feet, interior angle is 55°52'24", tangent is 123.61 feet, a total distance of 227.31 feet to an iron pin for the P.T. of said curve;

Thence continuing with said right-of-way S27°21'40" E, 453.19 feet to an iron pin on the South boundary of New City Block A-6 for the Southeast corner of this parcel;

Thence with said South boundary, N 84°17'18" W, 511.17 feet to the place of beginning.



George Ozuna, Jr.
 George Ozuna, Jr.
 Registered Professional Engineer

S 7125-73 Job No.