

AN ORDINANCE **78291**

AUTHORIZING THE EXECUTION OF A 25-YEAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF SAN ANTONIO AND THE RESOLUTION TRUST CORPORATION AS CONSERVATOR OF OLD STONE FEDERAL SAVINGS BANK, SUCCESSOR IN INTEREST TO OLD STONE BANK, FSB, LOCATED IN THE SOUTH TEXAS BUILDING AT 603 NAVARRO, FOR RESERVATION OF 200 PARKING SPACES IN THE MID-CITY PARKING GARAGE FOR A MONTHLY CONSIDERATION OF \$68.00 PER BASEMENT SPACE AND \$53.00 PER UPPER LEVEL SPACE ON AN "AS UTILIZED" BASIS; AND TERMINATING AN EXISTING LEASE AGREEMENT DATED JANUARY 11, 1991, BETWEEN OLD STONE BANK AND NCNB TEXAS NATIONAL BANK, A PRIOR OWNER OF THE GARAGE BUILDING.

\* \* \* \*

**WHEREAS**, the RESOLUTION TRUST CORPORATION as Conservator of OLD STONE FEDERAL SAVINGS BANK, Successor in Interest to OLD STONE BANK, FSB, Owner of the SOUTH TEXAS BUILDING located across East Houston Street from the Mid-City Parking Garage, owned by the CITY OF SAN ANTONIO ("CITY"), has requested that the CITY provide for lessees and sublessees of the building up to a total of 200 parking spaces (on an "as-needed basis"), increasing by 50 from the current 150 spaces provided under a 1991 Lease Agreement with NCNB TEXAS NATIONAL BANK, one of the prior owners of the garage improvements purchased by CITY in 1992, and which prior lease the CITY honors through an assignment; and

**WHEREAS**, entering into such Lease Agreement is in the best interest of the CITY by providing additional parking revenues; and

**WHEREAS**, through various assignments, purchases, and other transfers, the original parties to said 1991 Lease Agreement have completely changed, it would be in the interest of clarification to terminate said prior Lease; NOW THEREFORE:

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

**SECTION 1.** That certain existing Parking Lease Agreement dated January 11, 1991 is hereby terminated between NCNB TEXAS NATIONAL BANK, as a prior Owner of the Mid-City Parking Garage improvements, as "Lessor", and OLD STONE BANK, as "Lessee" for 150 spaces in the Mid-City Parking Garage. Such Lease was assigned by the FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") to the CITY OF SAN ANTONIO at the time of the CITY's purchase of the Mid-City Parking Garage improvements in 1992; and the RESOLUTION TRUST

CORPORATION has become Conservator of OLD STONE FEDERAL SAVINGS BANK as Successor in Interest to OLD STONE BANK, FSB; the termination will be mutually agreed upon by the CITY OF SAN ANTONIO and RESOLUTION TRUST CORPORATION as Conservator of OLD STONE FEDERAL SAVINGS BANK, Successor in Interest to OLD STONE BANK, FSB, as a provision in the new Mid-City Garage Parking Lease Agreement for 200 parking spaces referenced in SECTION 2.

**SECTION 2.** A Mid-City Garage Parking Lease Agreement is hereby authorized and approved by and between the CITY OF SAN ANTONIO, as Landlord, and RESOLUTION TRUST CORPORATION as Conservator of OLD STONE FEDERAL BANK, Successor in Interest to OLD STONE BANK, FSB, as Tenant, for the use of 200 parking spaces in the Mid-City Parking Garage (on an "as-needed basis") by lessees and sublessees of the SOUTH TEXAS BUILDING, owned by said RESOLUTION TRUST CORPORATION. The term of said Lease Agreement is for 25 years, to run concurrent with the terms of a certain (1) Tunnel License Agreement and (2) San Antonio Police Department Basement Level Lease in the SOUTH TEXAS BUILDING, as between the same parties, approved by separate ordinances on this same date. Rental will be paid directly to the CITY OF SAN ANTONIO by each Monthly Parker, being referred to as a "USER" in said Lease and being a lessee or sublessee of space in said SOUTH TEXAS BUILDING (owned by the Tenant) based on the Market Parking Rate, currently at \$53.00 per month for upper level parking spaces and \$68.00 per month for the basement level spaces, subject to change by City Council approval.

**SECTION 3.** Revenues generated by this Lease Agreement will be deposited into the Parking Fund Index Code No. 027649.

**SECTION 4.** Upon final execution, the Mid-City Garage Parking Lease Agreement will be affixed hereto as Attachment I.

PASSED and APPROVED on this 15th day of July, 1993.

ATTEST: Norma S. Rodriguez  
City Clerk

William W. Wolf  
M A Y O R

APPROVED AS TO FORM: Tom Inlay  
City Attorney

93-30

ARTS & CULTURAL AFFAIRS
AVIATION
BUILDING INSPECTIONS
BUILDING INSPECTIONS-HOUSE NUMBERING
CITY ATTORNEY
MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
REAL ESTATE (HUBBARD)
TRIAL SECTION
CITY MANAGER
TRAVIS BISHOP, ASST. TO CITY MGR.
CODE COMPLIANCE
INTERGOVERNMENTAL RELATIONS
INTERNATIONAL RELATIONS
YOUTH INITIATIVES
CITY PUBLIC SERVICE-GENERAL MANAGER
CITY PUBLIC SERVICE-MAPS & RECORDS
COMMERCIAL RECORDER (PUBLISH)
COMMUNITY INITIATIVES
CONVENTION & VISITORS BUREAU
CONVENTION FACILITIES
HOME DEVELOPMENT OFFICE
ECONOMIC DEVELOPMENT
FINANCE DIRECTOR
ASSESSOR
CONTROLLER
GRANTS
RISK MANAGEMENT
TREASURY
FIRE DEPARTMENT
HOUSING & COMMUNITY DEVELOPMENT
INFORMATION SERVICES
INTERNAL REVIEW
LIBRARY
MANAGEMENT SERVICES (BUDGET)
MANAGEMENT SERVICES (PERSONNEL)
MARKET SQUARE
METROPOLITAN HEALTH DISTRICT
MUNICIPAL COURTS
PARKS & RECREATION
PLANNING
DISABILITY ACCESS OFFICE
LAND DEVELOPMENT SERVICES
POLICE DEPARTMENT
POLICE DEPARTMENT-GROUND TRANSPORTATION
PUBLIC INFORMATION OFFICE
PUBLIC UTILITIES
PUBLIC WORKS
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
PARKING DIVISION
REAL ESTATE (BILL TOUDOUZE)
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING & GENERAL SERVICES
SAN ANTONIO WATER SYSTEM (SAWS)
MUNICIPAL CODE CORPORATION (PUBLISH)

ITEM NO. 15  
 DATE: JUL 15 1993

MEETING OF THE CITY COUNCIL

MOTION BY Bills Burke SECONDED BY: Perez

ORD. NO. 78291 ZONING CASE \_\_\_\_\_

RESOL. \_\_\_\_\_ PETITION \_\_\_\_\_

	ROLLCALL	AYE	NAY
ROGER PEREZ DISTRICT 1		✓	
RUTH MC-CLENDON DISTRICT 2		✓	
LYNDA BILLA BURKE DISTRICT 3		✓	
HENRY AVILA DISTRICT 4		✓	
JUAN F. SOLIS III DISTRICT 5		✓	
HELEN AYALA DISTRICT 6		✓	
BOB ROSS DISTRICT 7		✓	
BILL THORNTON DISTRICT 8		✓	
HOWARD PEAK DISTRICT 9		✓	
LYLE LARSON DISTRICT 10		✓	
NELSON WOLFF MAYOR		✓	

RESOL. ORD. NO. \_\_\_\_\_ OF 1-11-91!  
93-30  
 (ORIGINAL)  
 FILE (copy) "RESOLUTION TRUST COOP."  
 (copy) "MID-CITY PARKING GARAGE"

CONSENT AGENDA

**ATTACHMENT I**

**Ordinance No. \_\_\_\_\_**  
**Passed and Approved on July 15, 1993**

**RESOLUTION TRUST CORPORATION,**  
**as Conservator of**  
**OLD STONE FEDERAL SAVINGS BANK,**  
**Successor in Interest to**  
**OLD STONE BANK, FSB**

**(Mid-City Garage Parking Lease Agreement)**

**DRAFT**

**MID-CITY GARAGE**

**PARKING LEASE AGREEMENT  
(OLD STONE BANK)**

STATE OF TEXAS    }  
                          }  
COUNTY OF BEXAR }

This Parking Lease Agreement ("Agreement") is made and entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation, acting by and through its City Manager, Assistant City Manager or Assistant to the City Manager, pursuant to Ordinance No. \_\_\_\_\_, passed and approved on July 15, 1993, as LANDLORD, said CITY being hereinafter alternatively referred to as "CITY" or "CITY OF SAN ANTONIO" and RESOLUTION TRUST CORPORATION as Conservator of OLD STONE FEDERAL SAVINGS BANK, Successor in Interest to OLD STONE BANK, F.S.B., hereinafter referred to as "TENANT".

**W I T N E S S E T H:**

**WHEREAS,** TENANT had entered into an Lease Agreement with the prior owners of the Mid-City Parking Garage to lease 150 parking spaces in said garage for the use of the parties leasing office space in the building now known as the South Texas Building at 603 Navarro Street, San Antonio, Texas, which Building is owned by TENANT herein, which prior Lease Agreement is being specifically terminated in Section 18 hereafter, pursuant to the same July 15, 1993 CITY OF SAN ANTONIO Ordinance referenced above; and

**WHEREAS,** TENANT desires to continue using parking spaces in said garage and to increase by 50 the number of parking spaces available for TENANT's use; and

**WHEREAS,** CITY, the current owner of said garage, is agreeable to such use and increase; NOW THEREFORE, it is hereby agreed as follows:

1. Parking Spaces. CITY, in consideration of the rents hereinafter reserved, leases and grants to TENANT for the term set forth herein the non-exclusive right to use, in common with others, a total of 200 parking spaces ("Parking Spaces") located in the Mid-City Parking Garage located at 240 E. Houston Street, San Antonio, Bexar County, Texas which garage is owned in fee simple by CITY (said garage is hereafter referred to as "Parking Facility"). The parties agree that TENANT shall provide the Parking Spaces on an "as-needed" basis to a USER, as hereafter defined, in accordance with the terms and provisions of the leases entered into between TENANT, as owner of the South Texas Building, and the lessees of said Building located at 603 Navarro Street, San Antonio, Texas (the "South Texas Building"), each said lessee being hereafter called USER, which term shall be defined to also include any employee or agent of said lessee, as well as, a sublessee or its employee or agent. Thereafter, TENANT shall have the right to lease the Parking Spaces on an "as needed" basis by notifying CITY in writing of the number of Parking Spaces needed when the need arises, such as new lessees signing leases for space in said South Texas Building. Upon the expiration of thirty (30) days after CITY's receipt of such written notice, the specified number of Parking Spaces shall be made available to TENANT and each USER shall commence paying rent for such Parking Spaces pursuant to Section 3. It is further acknowledged and agreed that TENANT shall have the right to cancel its lease of any number of the Parking Spaces in the event of a termination of any of the leases between TENANT and the lessees of the South Texas Building or the vacating of the leased premises of the South Texas Building by such lessees by giving thirty (30) days' advance written notice of such cancellation to CITY.

2. Term. The term (the "Term") of this Lease shall be for a period of twenty-five (25) years, to commence on August 1, 1993, and shall terminate on July 31, 2018, it being the intention of the parties hereto that the Term shall run concurrently with the term specified in a certain San Antonio City Ordinance, also passed and approved on July 15, 1993, whereby a license was granted to OLD STONE BANK, as Licensee, to maintain a tunnel under East Houston Street between New City Blocks 406 and 407 to connect the basement of the South Texas Building to the Parking Facility. This Lease may be extended only by a written agreement between the parties, pursuant to the passage of a future CITY OF SAN ANTONIO Ordinance.

3. Rent. As rent for the Parking Spaces it is agreed that payments will be made by each USER of a Parking Space directly to the CITY in the amount of the "Market Rate". As used herein, the "Market Rate" shall be the monthly rental rate for each parking space being charged to other tenants leasing a single space at the Parking Facility, as approved by the City Council of the City of San Antonio, Texas. Such rate shall be subject to change from time to time, as modified by said Council. The current rate is \$53.00 per month on the upper levels of the garage and \$68.00 per month for basement level parking. Payment shall be due before the 1st day of each month, in accordance with the Rules and Regulations in Exhibit "A" attached hereto.

Such rent shall be paid monthly in advance by each USER on the 1st day of each and every month during the term hereof.

4. Monthly Parker Use and Parking Permits. At all times during the Term hereof, CITY shall provide USER (upon payment of rent and a \$15.00 deposit per Exhibit A for each Parking Space) with one (1) access card for each of the Parking Spaces leased by TENANT. The Parking Facility shall be available to USER as a Monthly Parker basis for use 24 hours a day, every day of the month so used. The Facility shall be open each day of the year. However, CITY does not guarantee the availability of Parking Spaces after 6:00 P.M. CITY shall illuminate and otherwise keep and maintain the Parking Facility in a condition at least comparable to other parking garages owned and operated by the CITY OF SAN ANTONIO. If a USER is not able to use the Parking Facility because of unauthorized use thereof, or because the capacity of the garage has been reached beyond CITY's control, CITY shall take whatever steps are reasonably necessary, including, if appropriate, the posting of signs, the distribution of parking stickers or the towing away of unauthorized vehicles, to end and prevent further unauthorized use, or, if filled to capacity beyond CITY's control, then CITY reserves the right to relocate said USER to other CITY-owned Parking Facilities.

5. Parking Rules and Regulations. TENANT will advise and assist CITY in providing that each USER agree to comply with the rules and regulations for Monthly Parkers attached hereto as Exhibit "A" and incorporated herein. In addition, CITY shall have the right from time to time to promulgate additional rules and regulations regarding the use of the Parking Facility, including but not limited to, the flow of traffic to and from spaces, angles, and direction of parking and the like.

6. Maintenance and Repair. Throughout the term of this Lease, and any renewals and extensions hereof, CITY agrees to maintain and repair the Parking Facility in accordance with the repair standards maintained by other parking garages owned by the CITY OF SAN ANTONIO.

7. Assignment. TENANT or any USER, per Exhibit A, shall not have the right to assign or sublet any of the Parking Spaces to another party, but TENANT shall have the right to freely assign this Parking Lease Agreement to any purchaser of the South Texas Building, upon advising CITY in advance and providing sufficient information to satisfy CITY that the purchaser is financially able to fulfill the TENANT's obligations hereunder. Notwithstanding the foregoing, TENANT shall have the right to assign any of the Parking Spaces to lessees of the South Texas Building.

8. Insurance. TENANT will use its best efforts to determine that each USER will secure insurance as follows:

TYPE	AMOUNT
Comprehensive Automobile Liability Insurance to include coverage for:	Combined Single Limit bodily injury and property damage: minimum limits required by state law.
(a) Owned/Lease Automobiles	
(b) Non-owned automobiles *	
(c) Hired automobiles *	

\*if applicable

However, TENANT shall NOT be in default under this Lease Agreement for a USER's failure to secure such insurance coverage.

9. Indemnification. TENANT shall apprise each USER of the requirement for signing the attached Exhibit "A" Individual Indemnity Agreement as a prerequisite to securing an access card for parking.

10. Default and Damages. (a) The following events shall be deemed to be events of default by the TENANT under this Agreement:

(1) If any USER of a parking space shall fail to pay any installment of rent or any other sum the USER is obligated to pay hereunder and failure shall continue for a period of ten (10) days after receipt of written notice thereof to the USER, with a copy to TENANT, who shall act as the party of record for additionally notifying said USER of any default hereunder.

(2) TENANT or any USER shall fail to comply with any term, provision, or covenant of this Agreement, other than the payment of rent or any other sum any of said parties is obligated to pay hereunder, and shall not cure such failure within thirty (30) days after receipt of written notice thereof to said USER, with a copy to TENANT, who shall also notify said USER of such default, or said USER shall commence to cure the same within such 30-day period and diligently prosecute such cure to completion.

(3) TENANT shall make an assignment for the benefit of creditors or a receiver or trustee shall be appointed for TENANT or its property.

(4) TENANT shall file a petition under any section or chapter of the National Bankruptcy Code, as amended, or under any similar law or statutes of the United States or any State thereof; or TENANT shall be adjudged bankrupt or insolvent in proceedings filed against said TENANT thereunder and such adjudication shall not be vacated or set aside or stayed within sixty (60) days thereafter.

(a) Upon the occurrence of any event of default specified herein, CITY may declare this Agreement, and all rights and interest created by it, to be terminated.

(b) Unless otherwise provided herein, any termination of this Agreement as herein provided shall not relieve TENANT or any respective USER from the payment of any sum or sums that shall then be due and payable to CITY hereunder, or any claim for damages then or theretofore accruing against TENANT or any USER hereunder, and any termination shall not prevent CITY from enforcing the payment of

such sum or sums or claim for damages by any remedy provided thereunder. All rights, options, and remedies of CITY contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, unless otherwise stated and CITY shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or at equity, whether or not stated in this Agreement. No waiver by CITY of a breach of any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction herein contained.

(c) If, on account of any breach or default by TENANT or any USER hereunder, CITY shall employ an attorney to enforce or defend any of CITY's rights or remedies hereunder, TENANT agrees to pay any reasonable attorney's fees incurred by CITY in such connection and TENANT agrees to advise each USER of their obligation to pay such fees.

(d) Failure by CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder.

11. Taxes and Licenses. TENANT, and any USER, shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State and local taxes and fees, including any use fees, which are now or may hereafter be levied upon any of said parties, for use of the Premises.

12. Nondiscrimination. Any discrimination by TENANT, or any USER or their respective employees, licensees, invitees, assignees, lessees, or sublessees, their employees or agents, or any contractor or subcontractors of TENANT, its lessees, or sublessees, or a contractor or subcontractor of USER on account of race, color, sex, age, religion, handicap, or national origin, in the use of to the premises for parking purposes is prohibited.

13. Notices. (a) Notices to be sent pursuant to terms of this Agreement are to be sent, Certified Mail, Return Receipt Requested, to the following:

If to CITY: City Clerk  
CITY OF SAN ANTONIO  
P. O. 839966/2nd Floor  
San Antonio, Texas 78283-3966

If to TENANT: RESOLUTION TRUST CORPORATION as Conservator of OLD STONE FEDERAL SAVINGS BANK, Successor in Interest to OLD STONE BANK, F.S.B.

-----  
Dallas, Texas 752  
ATTN.: Mr. Ross Lyle

with a copy to: ASSET PLUS  
1800 Bering Drive, Suite 320  
Houston, Texas 77057  
ATTN.: Mr. James L. May  
Senior Vice President

or to such other address on file with the City Clerk.

14. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of LANDLORD and TENANT, (called "CITY" herein).

15. Entire Agreement. This Lease contains the final and entire agreement between the parties hereto, including all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise between said parties, regarding the subject matter of this Agreement, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bounded by any term, condition, or representation not herein written.

16. Conflict of Interest. TENANT acknowledge that it is informed that Texas law prohibits contracts between the CITY and any local public official, such as a CITY officer or employee, and that the prohibition extends to an officer and employee of CITY agencies such as CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the officer or employee has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. TENANT certifies (and this Lease is made in reliance thereon) that neither it nor any person having a substantial interest in this Lease, including any USER (to the best of TENANT's knowledge and belief) is an officer or employee of CITY, or any of its agencies.

17. Quiet Enjoyment and Non-Disturbance. CITY hereby agrees that if TENANT and each USER shall perform all of the covenants and agreements herein required to be performed on the part of TENANT, then said TENANT and each USER shall, subject to the terms of this Lease, at all times during the continuance of this Lease, have the peaceable and quiet enjoyment and possession of the Parking Spaces, and that any subsequent purchaser, lienholder or mortgagee of the Parking Facility shall agree in writing that so long as TENANT and each USER is not in default hereof, TENANT and each USER shall have the peaceable and quiet enjoyment and possession of the Parking Spaces.

18. Rescission of Prior Lease. The parties agree that this Lease Agreement is intended to be in replacement and substitution of that certain Lease Agreement dated January 11, 1991 by and between NCNB TEXAS NATIONAL BANK, as "LESSOR" and OLD STONE BANK, as Lessee, which Lease Agreement is hereby mutually terminated.

19. TENANT Commitment. TENANT agrees to assist CITY in advising each USER of its obligations hereunder and of the rules, regulations, and Indemnity Agreement set forth in Exhibit "A" hereto.

20. Miscellaneous.

(a) The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease shall be held to be invalid or unenforceable, the validity and enforceability of the remaining portions of the Lease shall not be affected thereby.

(b) TENANT agrees to comply promptly with all laws, ordinances, orders, rules and regulations affecting the premises and the safety, operation, or use thereof or the parking business conducted therein. TENANT agrees to comply with all reasonable regulations or requirements of any insurance underwriter, inspection bureau, or similar agency, with respect to the premises leased herein during the occupancy periods.

(c) The privileges granted hereunder shall be construed to be only those authorized by pertinent Texas statutes and the San Antonio, Texas City Charter and not to include anything inconsistent with the rights of the public in the aforementioned parking garage.

(d) Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(e) The covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the parties hereto, their respective legal representatives, successors and assigns.

(f) The captions contained in this Lease Agreement are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this Lease.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 1993, to be effective August 1, 1993.

**LANDLORD (CITY):**

CITY OF SAN ANTONIO,  
a Texas Municipal Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST: \_\_\_\_\_  
City Clerk

**TENANT:**

RESOLUTION TRUST CORPORATION as Conservator of OLD  
STONE FEDERAL SAVINGS BANK, Successor in Interest  
to OLD STONE BANK, F.S.B.

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT "A"**

**Consists of:**

- (1) "RULES AND REGULATIONS"  
including a Letter entitled "MID-CITY GARAGE MONTHLY PARKER'S"**
- (2) MID-CITY MONTHLY PARKERS APPLICATION**
- (3) INDIVIDUAL INDEMNITY AGREEMENT**



# CITY OF SAN ANTONIO

P. O. BOX 81000  
SAN ANTONIO, TEXAS 78283-3966

January 21, 1993

## MID-CITY GARAGE MONTHLY PARKERS

The magnetic card system at the Mid-City Parking Garage has an anti-pass back feature, which means that the card must always be used in sequence (enter/exit/enter) in order for it to be effective.

The card may be used during your work hours and not special events. The Garage is manned 24 hours per day.

There is a \$15.00 deposit for the purchase of a card. The deposit is refunded when the magnetic card is returned in useable condition. Monthly parking is \$53. Basement parking is \$68 per month.

Your monthly bill will be mailed to you on the 12th of each month. Please make payment by mail. Return stub with your remittance. Payments are due before the 1st of the month. There is no proration of bills. The monthly fee is a flat rate. Payments not received by the 1st of the month will be assessed a key-in fee of \$2.00.

Abuse of parking privileges, such as letting others use parking card, may be grounds for eviction from Garage, after sufficient warning.

Lost cards are keyed out of the system. Replacement cards cost \$15.00. Daily parking rates will be charged upon exit if magnetic card is not presented to attendant.

Dana F. Hickey  
Parking Manager  
Public Works Department

EXHIBIT "A"

CARD # \_\_\_\_\_  
FOR OFFICE USE ONLY

AUGUST 1, 1993

## MID-CITY MONTHLY PARKERS APPLICATION

The following information is required for all Monthly Parkers. Request you complete this Form and Return with your payment. Further billings will be mailed to your specified "Billing Address" (Please Print.)

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
LAST FIRST MIDDLE

BILLING ADDRESS:

STREET: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ DRIVER'S LICENSE NUMBER: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

VEHICLE MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

I acknowledge receipt of the letter, "MID-CITY GARAGE MONTHLY PARKERS" and agree to instructions, procedures, terms and conditions. I have also been provided a copy of the Individual Indemnity Agreement, read its contents, had sufficient time to discuss same with legal counsel, and agree to be bound by such Agreement, as evidenced by my signature.

\_\_\_\_\_  
SIGNATURE

DO NOT WRITE BELOW THIS LINE -- FOR OFFICIAL USE ONLY

Is this a new card? YES / NO (Circle One)

Is this a replacement Card? YES / NO. If yes, what Card does it replace? No. \_\_\_\_\_

Check No. \_\_\_\_\_ and amount \$ \_\_\_\_\_ for new Card.

Check No. \_\_\_\_\_ and amount \$ \_\_\_\_\_ for replacement Card.

Cost is \$15.00 for replacement.

Did Parker pay initial deposit of \$15.00 for new Card? YES / NO

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## INDIVIDUAL INDEMNITY AGREEMENT

In consideration of the agreement by the CITY OF SAN ANTONIO ("CITY") to allow me to use the parking lot located in the Mid-City Parking Garage at 420 East Houston Street, in San Antonio, Bexar County, Texas, I as "PARKER" agree to indemnify and hold harmless the CITY, and the agents, employees, officers and directors of the CITY from and against any and all claims, liens, judgments, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, and suits made upon CITY, its agents, employees, officer and directors arising out of, resulting from, or related to, my use of the Parking Space(s) and MID-CITY PARKING GARAGE as a Mid-City Garage Monthly Parker, including any of my acts or omissions or the acts or omissions of my employees or agents or contractor or subcontractor or customers or clients or other invitees of licensees of mine while in the exercise of the rights in using said Parking and such indemnity shall apply where any such claims, losses, damages, causes of action, suits or liabilities of any kind arise by reason of any negligence, misconduct, acts or omissions, or violation on my part or on the part of my employee, agent, contractor or subcontractor, customer or client or other invitee or licensee of mine, save and except only where the cause of such injury, death or damage is proven to have resulted from the sole active negligence of the CITY. It is the express intention of CITY and myself, as PARKER that the indemnity provided for herein is indemnity by me to indemnify and protect CITY from the consequences of CITY's own negligence, excluding only where the cause of the injury, death or damage was CITY's sole active negligence and then only to the extent of CITY's limits of liability under the Texas Tort Claims Act, with any indemnification to be made only upon final adjudication or settlement. I agree to promptly advise the CITY in writing of any claim or demand against CITY arising out of my use of said Parking Space(s) or the Mid-City Parking Garage or the use by my employees, agents, contractors, subcontractors, customers, or clients or other invitees or licensees of mine while exercising the rights or duties in connection with said Parking Space or Mid-City Parking Garage and shall see to the investigation of, and defense of, such claim or demand at my cost.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

BY: \_\_\_\_\_  
("PARKER")

**EXHIBIT "A"**

REVISED

CONSENT AGENDA

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

ITEM NO. 15

TO: City Council

FROM: John L. German, P.E., Director of Public Works

COPIES TO: File

SUBJECT: LEASE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND RESOLUTION TRUST CORPORATION (PARKING SPACES)

DATE 7-9-93

SUMMARY AND RECOMMENDATIONS:

This ordinance authorizes a 25-year Lease Agreement between the City of San Antonio and Resolution Trust Corporation as Conservator of Old Stone Bank, Successor in Interest to Old Stone Bank, FSB (South Texas Building, 603 Navarro) for a reservation of 200 parking spaces in the Mid-City Parking Garage.

I recommend approval of this ordinance.

This agreement allocates 200 parking spaces for use by the Lessees of the South Texas Building. The monthly parking rates of \$68.00 per basement space and \$53.00 per upper level space will be paid by the Old Stone Bank for the South Texas Building, on an "as utilized" basis. If not utilized on a contract basis, these spaces will be rented on an hourly or daily basis to maximize income.

POLICY ANALYSIS:

This agreement is consistent with the City's policy of assisting downtown businesses in the improvement of the downtown commercial environment.

FISCAL IMPACT:

This agreement will be effective at market rates and we do not anticipate any additional expense to the City. Also, the Parking Fund is set up to be a self-sustaining enterprise fund and this agreement will assure that the Fund remains solvent.

ALLOCATION OF SPACES:

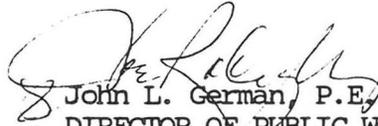
There are 935 spaces available for parking in the Mid-City Garage. Of this amount, 887 spaces are rented or assigned for monthly contracts for Nix Hospital, Southwestern Bell, Majestic Towers, and the Old Stone Bank. They are distributed as follows:

	<u>Allocated</u>	<u>Actual</u>
Nix Hospital	400	292
Southwestern Bell	250	87
Old Stone Bank		
(Currently S. Texas Bldg)	150	70
Majestic Towers	<u>87</u>	<u>87</u>
<b>TOTAL</b>	<b>887</b>	<b>536</b>

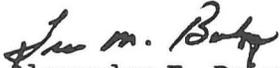
This agreement will increase the Old Stone Bank/S. Texas Building allocation by 50 spaces (from 150 to 200) increasing the total allocated to 937. Even though this exceeds current capacity, the actual usage is much less (536 spaces). This allows the Parking Division to continue short-term parking in the garage.

The commitments to these nearby facilities ensures a stable financial basis for the Mid-City Garage. However, with this action, there will not be any additional space for allocation unless one of the existing users reduces their requirements.

The Parking Division manages the commitments and contracts very efficiently, and very few complaints arise from the current operation of the Mid-City Garage.

  
John L. German, P.E.  
DIRECTOR OF PUBLIC WORKS

APPROVED:

  
Alexander E. Briseño  
City Manager