

AN ORDINANCE 59542

AUTHORIZING ACCEPTANCE OF A 3.735 ACRE PARCEL FROM EDGEWOOD INDEPENDENT SCHOOL DISTRICT FOR USE AS A PART OF KENNEDY PARK, DEDICATING SAID PROPERTY IN PERPETUITY FOR PARK PURPOSES, AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH EDGEWOOD INDEPENDENT SCHOOL DISTRICT FOR KENNEDY PARK AND VOIDING AN AGREEMENT AUTHORIZED BY ORDINANCE 50128, NOVEMBER 30, 1978, WITH SAID DISTRICT

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

SECTION 1. Purchase from the Edgewood Independent School District of a 3.735-acre tract of land described in the Warranty Deed attached hereto and incorporated herein for all purposes for the sum of ten dollars (\$10.00) and other good and valuable considerations is hereby authorized.

SECTION 2. Aforesaid property shall be integrated into the total property identified as Kennedy Park.

SECTION 3. Aforesaid property is hereby dedicated in perpetuity for public parks and recreation use.

SECTION 4. Covenants, Conditions and Restrictions contained in the Warranty Deed are hereby acknowledged and shall be observed, followed and complied with.

SECTION 5. The City Manager or his designee shall take appropriate action to record this conveyance in all applicable property records.

SECTION 6. The City Manager is hereby authorized and directed to execute an agreement with Edgewood Independent School District for District's use of Kennedy Park. A copy of said agreement is attached hereto and incorporated herein for all purposes.

SECTION 7. That agreement with Edgewood Independent School District as authorized by Ordinance 50128, November 30, 1978, is declared null and void and is superceded by the new agreement cited hereinbefore.

PASSED and APPROVED this 4th day of October, 1984.

Henry Cisneros
M A Y O R

ATTEST: *Norma S. Rodriguez*
City Clerk

APPROVED AS TO FORM: *Tom Finley*
City Attorney

84-46

AVIATION	
BUDGET & RESEARCH	/
BUILDING INSPECTIONS	
BUILDING INSPECTIONS-HOUSE NUMBERING	
CITY WATER BOARD	
COMMERCIAL RECORDER	
CONVENTION & VISITORS BUREAU	
CONVENTION FACILITIES	
ECONOMIC & EMPLOYMENT DEVELOPMENT	
EQUAL EMPLOYMENT OPPORTUNITY	
FINANCE DIRECTOR	
ASSESSOR	/
CONTROLLER	/
TREASURY DIVISION	/
GRANTS SECTION	
INTERNAL AUDIT	
RISK MANAGEMENT	/
FIRE CHIEF	
HEMISFAIR PLAZA	
HUMAN RESOURCES & SERVICES	
INFORMATION RESOURCES	
LEGAL-CITY ATTORNEY	
LIBRARY DIRECTOR	
MARKET SQUARE	
METROPOLITAN HEALTH DISTRICT	
MUNICIPAL COURTS	
PARKS & RECREATION	/
PERSONNEL DIRECTOR	
PLANNING	
POLICE CHIEF	
PUBLIC UTILITIES	
PUBLIC WORKS DIRECTOR	
ENGINEERING DIVISION	
ENGINEERING DIVISION-CENTRAL MAPPING	
WASTEWATER ENGINEERING	
REAL ESTATE DIVISION	/
TRAFFIC ENGINEERING DIVISION	
PURCHASING	
ZONING ADMINISTRATION	

ITEM NO. 19
DATE: OCT 4 1984

MEETING OF THE CITY COUNCIL

MOTION BY: _____ SECONDED BY: _____

ORD. NO. 59542 ZONING CASE _____

RESOL. _____ PETITION _____

	ROLL CALL	AYES	NAYS
MARIA A. BERRIOZABAL PLACE 1			
JOE WEBB PLACE 2			
HELEN DUTMER PLACE 3			
FRANK D. WING PLACE 4			
BERNARDO EURESTE PLACE 5			
BOB THOMPSON PLACE 6			
JOE ALDERETE, JR. PLACE 7			
G.E. "ED" HARRINGTON PLACE 8			
VAN ARCHER PLACE 9			
JAMES C. HASSLOCHER PLACE 10			
HENRY G. CISNEROS PLACE 11 (MAYOR)			

Repeat on # 50128 Nov 30, 1978

84-46

2 COPIES TO ED BACA (ORIGINAL)

CONFIDENTIAL AGENDA

12

AGREEMENT BETWEEN
THE EDGEWOOD INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF SAN ANTONIO, TEXAS,
RELATED TO PUBLIC RECREATION FACILITIES LOCATED,
AND TO BE LOCATED, NEAR JOHN F. KENNEDY HIGH SCHOOL
AND COMMONLY REFERRED TO AS "KENNEDY PARK"

WHEREAS, EDGEWOOD INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "District") has conveyed to the CITY OF SAN ANTONIO, TEXAS (hereinafter referred to as "City") the ownership of a 2.67 acre tract of real property pursuant to Ordinance No. 50461 shown on Exhibit "A" (attached hereto and made a part hereof for all purposes) which property was conveyed as part of an agreement between the District and the City wherein the City agreed pursuant to Ordinance No. 50128 that said property and recreational facilities to be constructed thereon in the future will be used as a public recreational facility, and providing the District with certain rights regarding the District's use of such facilities; and

WHEREAS, the City has requested that the District provide to the City an additional 3.735 acres of District property (shown on Exhibit "B" attached hereto and made a part hereof) for use as part of the Kennedy Park project; and

WHEREAS, as part of the consideration for the District in conveying said 3.735 acres to the City, the City and the District do hereby agree to the following conditions, which supersede and take the place of all prior agreements between the parties concerning the use by the District of such public recreational facilities at Kennedy Park;

NOW, THEREFORE:

W I T N E S S E T H:

The District and the City hereby agree to the following conditions:

- (1) Scope: This agreement covers the facilities now existing at Kennedy Park, and also covers the facilities to be constructed thereon in the future, whether on property now owned or leased by the City, or which may be owned or leased by the City in the future, which forms or will form any part of that property commonly known as "Kennedy Park".
- (2) Term: The term of this agreement shall be for so long as said property is used for parks and recreation purposes and shall commence with formal ratification by the governing bodies of the parties hereto.

- (3) Purpose: The City and the District hereby agree that said property and recreational facilities to be constructed thereon in the future will be used as a public recreational facility.
- (4) Agreement Review: As often as mutually considered necessary, but no less than once every two years, during the anniversary month of this agreement, the chief administrative officers (or their designated representatives) of the parties hereto shall formally review this agreement with a view to determining its current appropriateness and/or the need for modifications.

Any change to the basic philosophy and/or policy set forth herein must be ratified by the governing bodies of the parties hereto after consultation with the Department of Housing and Urban Development.

- (5) Administration of Agreement: The City Manager through the City Director of Parks and Recreation, and the Superintendent of EDGEWOOD INDEPENDENT SCHOOL DISTRICT, or his designated representative, will establish liaison and closely coordinate activities within the framework of this agreement.
- (6) Permanent Improvements: By conveyance to the City of the property described on Exhibits "A" and "B" hereto, as well as any other property which the District may convey to the City in the future under this agreement, the District has consented to construction by and at the City's sole cost, permanent public recreation facilities on said property. Construction of such improvements will be carried out as City funds become available. No timetable is established hereby.
- (7) Maintenance and Use of Recreation Facilities:
- (a) Maintenance:
- (1) The City will maintain and keep in repair at its sole expense the recreation facilities at a level comparable to similar structures and facilities operated and maintained by the City;
- (2) The District agrees to bear the cost of repair for any damages incurred as a direct result of facilities use by the District.
- (b) Use: All use of these public recreation facilities shall be programmed and scheduled through the Director, Department of Parks and Recreation. The District shall be permitted use of the facilities within the framework of this program, and shall be permitted exclusive use of said facilities for a period of four hours per day during school hours.
- (8) Facilities' Availability to the General Public: Before or after the above mentioned four hours per day during school hours and on weekends, Kennedy Park shall be available for use by the general public to the same extent as similar facilities operated by the City of San Antonio.
- (9) Staffing:
- (a) The City will provide, at its sole expense, the necessary staff to manage and supervise those programs and activities participated in by the general public;

(b) The District is responsible, at its sole expense, for any staff costs incidental to its use of said facilities.

(10) Utilities: The City will provide, at its sole expense, all utilities related to the recreation facilities constructed by it on the property described in Exhibit "A" and Exhibit "B", and any other property which the District may convey or lease to the City under this agreement.

(11) Liability:

(a) The City assumes, accepts and recognizes responsibility for any damages which may be properly claimed by the members of the public that may occur during the use of the recreation facilities constructed by the City on the property herein described, or which result from, grow out of or are incident to the construction, maintenance, or operation of the facilities; provided however that the City shall not be liable for any such injuries or damages which result solely from the negligence of District or District's servants, agents, employees, or independent contractors.

(b) It is expressly understood and agreed that the purpose of this provision is to fix and define the liabilities as between the respective parties hereto, and that such provision is not to be construed or interpreted as a waiver by City or District of any defenses it may have either at law or in equity to claims or causes of action which may be asserted by third parties.

EXECUTED in duplicate originals this 26th day of September, 1984.

ATTEST:



City Clerk

CITY OF SAN ANTONIO

By: William T. Kuehner

City Manager

ATTEST:

Ruben Solis

Secretary, Board of Trustees

EDGEWOOD INDEPENDENT SCHOOL DISTRICT

By: Sam Williams Jr

Acting-President, Board of Trustees

WARRANTY DEED

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS

THAT, EDGEWOOD INDEPENDENT SCHOOL DISTRICT of the County of Bexar, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to it in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, have, GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the CITY OF SAN ANTONIO, TEXAS, a Municipal Corporation, all of the following described real property in Bexar County, Texas, to wit:

A 2.67 acre tract, NCB 12308 as recorded in Volume 3535, Page 187 of the Plat Records of Bexar County, Texas

- BEGINNING at the most southerly point of the northeast cut-off-line of General McMullen Drive and the North line of Roselawn Avenue, for a corner of this tract;
- THENCE: along said cut-off-line N 25° 20' 20" W - 35.23' to a point on the East line of General McMullen Drive for a corner of this tract;
- THENCE: along the East line of General McMullen, N 33° 03' E - 674.78' to a point on a curve to the left;
- THENCE: along the East line of General McMullen and said curve to the left, having a radius of 1205.92', a distance of 60.94' to the North corner of this tract;
- THENCE: along the West line of Tract 1, NCB 7531 and the East line of this tract, S 60° 32' W - 687.61' to a point on the North line of Roselawn Avenue for the southeast corner of this tract;
- THENCE: along the North line of Roselawn Avenue N 83° 42' 20" W - 308.46' to the point of beginning and containing 2.67 acres of land, more or less.

TO HAVE AND TO HOLD, the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, CITY OF SAN ANTONIO, TEXAS, its successors and assigns forever; and the undersigned does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person

EXHIBIT 1

whosoever lawfully claiming or to claim the same or any part thereof.

This instrument is executed by the undersigned President and attested by the undersigned Secretary of the Grantor pursuant to a resolution passed and adopted by the Board of Trustees of Grantor on the 2/11 day of January, 1979, authorizing this conveyance.

This conveyance is made and accepted SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS, which shall in all things be observed, followed and complied with:

- (a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which intends to create, maintain, reinforce, renew, or encourage, a dual school system.
- (c) The above described realty, or any part thereof, shall be used as a public recreational facility only.

These COVENANTS, CONDITIONS AND RESTRICTIONS shall be binding upon grantee, CITY OF SAN ANTONIO, TEXAS, its successors and assigns; and in case of any violation of any or all of the above COVENANTS, CONDITIONS AND RESTRICTIONS, the title to said premises shall, without entry or suit, immediately revert to and vest in the grantor herein, its successors and assigns, and the conveyance hereunder shall be null and void, and grantor, its successors and assigns, shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such condition.

The COVENANTS, CONDITIONS AND RESTRICTIONS set out in subparagraph (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The COVENANTS, CONDITIONS AND RESTRICTIONS specified in

subparagraphs (b) and (c) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

EXECUTED this 27th day of January, A.D. 1979.

EDGEWOOD INDEPENDENT SCHOOL DISTRICT
OF BEXAR COUNTY, TEXAS

BY: Marcos R. Solis
MARCOS R. SOLIS, President
Board of Trustees

ATTEST:

Enrique M. Barrera

ENRIQUE M. BARRERA, Secretary
Board of Trustees

(ACKNOWLEDGMENT)

THE STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, a Notary Public in and for Bexar County, Texas, on this day personally appeared MARCOS R. SOLIS, President of the Board of Trustees of EDGEWOOD INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said EDGEWOOD INDEPENDENT SCHOOL DISTRICT of Bexar County, Texas, and that he executed the same as the act of such school district for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of January, 1979.

Donald J. ...
Notary Public in and for
Bexar County, Texas

DONALD J. ...
Notary Public ...
My Comm. Exp. ...

WARRANTY DEED

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS

THAT, EDGEWOOD INDEPENDENT SCHOOL DISTRICT of the County of Bexar, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to it in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, have, GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the CITY OF SAN ANTONIO, TEXAS, a Municipal Corporation, all of the following described real property in Bexar County, Texas, to wit:

A 3.735 ACRE TRACT, NCB 7531 AS RECORDED
IN VOLUME 6351, PAGE 409 OF THE DEED
RECORDS OF BEXAR COUNTY, TEXAS

BEGINNING at the south line of Emerson Street and the west line of 28th Street for the southeast corner of this tract;

THENCE: along the south line of this tract, N 84 18'W - 277.81' to the southwest corner of this tract;

THENCE: along the east line of a 7.97 acre tract, N 05 54'E - 585.22' to the northwest corner of this tract;

THENCE: along the south line of a 3.647 acre tract, S 84 20'E - 278.10' to a point on the west line of 28th Street for the northeast corner of this tract;

THENCE: along the west line of 28th Street, S 05 55'W - 585.47' to the point of beginning and containing 3.735 acres of land, more or less.

TO HAVE AND TO HOLD, the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, CITY OF SAN ANTONIO, TEXAS, its successors and assigns forever; and the undersigned does hereby bind itself, its successors and assigns to



WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This instrument is executed by the undersigned President and attested by the undersigned Secretary of the Grantor pursuant to a resolution passed and adopted by the Board of Trustees of Grantor on the _____ day of _____, 1984, authorizing this conveyance.

This conveyance is made and accepted SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS, which shall in all things be observed, followed and complied with:

- a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which intends to create, maintain, reinforce, renew, or encourage, a dual school system.
- c) The above described realty, or any part thereof, shall be used as a public recreational facility only.

These COVENANTS, CONDITIONS AND RESTRICTIONS shall be binding upon Grantee, CITY OF SAN ANTONIO, TEXAS, its successors and assigns; and in case of any violation of any or all of the above COVENANTS, CONDITIONS AND RESTRICTIONS, the title to said premises shall, without entry or suit, immediately revert to and vest in the Grantor herein, its successors and assigns, and the conveyance hereunder shall be null and void, and Grantor, its successors and assigns, shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of Grantor herein, its successors and assigns, shall be a waiver of the operation of enforcement of such condition.

The COVENANTS, CONDITIONS AND RESTRICTIONS set out in subparagraph (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The COVENANTS, CONDITIONS AND RESTRICTIONS specified in subparagraphs (b) and (c) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

EXECUTED this _____ day of _____, A.D. 1984.

EDGEWOOD INDEPENDENT SCHOOL DISTRICT
OF BEXAR COUNTY, TEXAS

BY: _____
DAVID D. GARZA, President
Board of Trustees

ATTEST:

RUBEN SOLIS, Secretary
Board of Trustees

(ACKNOWLEDGEMENT)

THE STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on _____, 1984,
by _____, as President of the EDGEWOOD INDEPENDENT SCHOOL
DISTRICT of Bexar County, Texas.

Notary Public in and for the
State of Texas
My Commission Expires _____

RETURN TO:

Real Estate Division
City of San Antonio
P.O. Box 9066
San Antonio, Texas 78285

Interdepartment Correspondence Sheet

AGENDA ITEM NO. 19

TO: City Council

FROM: Ronald R. Darner, Director, Department of Parks and Recreation

COPIES TO: _____

SUBJECT: Conveyance of Edgewood I.S.D. Property for Kennedy Park
and a Use Agreement With the District

Date September 24, 1984

SUMMARY AND RECOMMENDATION: This ordinance authorizes purchase for a token sale price of \$10.00, a 3.735 acre tract of land from Edgewood Independent School District to be used as a part of Kennedy Park. The ordinance also dedicates the property in perpetuity for park purposes and agrees to comply with the conditions and restrictions of the Warranty Deed; namely, (1) that the property not be used for any purpose related to creation of a dual school system and (2) that the property be used only for public recreational purposes.

This parcel, located at the northeast part of the park, is included in Phase III design. Development presently envisions tennis courts, trails, picnic facilities and amenities.

The ordinance also authorizes an agreement of indefinite term with the park's facilities for up to four hours per day during school hours subject to coordination and scheduling with the Department of Parks and Recreation. During those times District provides staffing and pays for any damages resulting from school use.

I recommend approval of this ordinance.

POLICY ANALYSIS: This conveyance and new agreement are a continuance of policy initiated in November 1978 when City Council authorized an agreement with EISD for District use of the facilities which were subsequently developed at Kennedy Park. In early 1979 District conveyed a 2.4 acre parcel which is now a part of the park.

FINANCIAL DATA: Token sale price of this latest parcel is \$10.00. Funds for Kennedy Park Phase III development are authorized in the 10th year CDBG program.

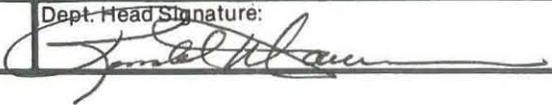

RONALD R. DARNER, Director
Department of Parks and Recreation

Recommendation Approved:


LOUIS J. FOX
City Manager

19

DO NOT TYPE IN THIS SPACE		CITY OF SAN ANTONIO Request For Ordinance/Resolution	For CMO use only		
Approval			RECEIVED CITY MANAGER'S OFFICE '84 SEP 25 11:42	Date Considered	
Finance	Budget			Consent <input type="checkbox"/> Individual <input type="checkbox"/>	
Legal	Coordinator		Ord. No.		

Date: September 24, 1984	Department: Parks and Recreation	Contact Person/Phone # Ed Baca 8480
Date Council Consideration Requested: October 4, 1984	Deadline for Action: Construction Start	Dept. Head Signature: 

SUMMARY OF ORDINANCE

This ordinance authorizes purchase for a token sale price of \$10, a 3.735 acre tract of land from Edgewood Independent School District to be used as a part of Kennedy Park. The ordinance also dedicates the property in perpetuity for park purposes and agrees to comply with the conditions and restrictions of the Warranty Deed; namely, (1) that the property not be used for any purpose related to creation of a dual school system and (2) that the property be used only for public recreational purposes.

This parcel, located at the northeast part of the park, is included in Phase III design. Development presently envisions tennis courts, trails, picnic facilities and amenities.

The ordinance also authorizes an agreement of indefinite term with the District which provides for school use of the park's facilities for up to four hours per day during school hours subject to coordination and scheduling with the Department of Parks and Recreation. During those times, District provides staffing and pay for any damages resulting from school use.

I recommend approval of this ordinance.

Council Memorandum Must Be Attached To Original

Other Depts., Boards, Committees Involved (please specify):
 Legal, Public Works ROW and Edgewood Independent School District

Contract signed by other party
 Yes No

FISCAL DATA (If Applicable) Not applicable Fund No. _____ Amt. Expended _____ Activity No. _____ SID No. _____ Index Code _____ Project No. _____ Object Code _____	Budgetary Implications Not applicable Funds/Staffing Budgeted Yes <input type="checkbox"/> No <input type="checkbox"/> Positions Currently Authorized _____ Impact on future O & M _____ If positions added, specify class and no. _____ _____ _____
Comments: Cost incurred is a token sale price of \$10.	

Coordinator — White
 Legal — Green
 Budget — Canary
 Finance — Pink
 Originator — Gold

CITY OF SAN ANTONIO

26-01-01
303255

Interdepartment Correspondence Sheet

TO City Council

FROM: Ronald R. Darnier, Director, Department of Parks and Recreation

COPIES TO: _____
SUBJECT: Conveyance of Edgewood I.S.D. Property for Kennedy Park
and a Use Agreement With the District

Date September 24, 1984

SUMMARY AND RECOMMENDATION: This ordinance authorizes purchase for a token sale price of \$10.00, a 3.735 acre tract of land from Edgewood Independent School District to be used as a part of Kennedy Park. The ordinance also dedicates the property in perpetuity for park purposes and agrees to comply with the conditions and restrictions of the Warranty Deed; namely, (1) that the property not be used for any purpose related to creation of a dual school system and (2) that the property be used only for public recreational purposes.

This parcel, located at the northeast part of the park, is included in Phase III design. Development presently envisions tennis courts, trails, picnic facilities and amenities.

The ordinance also authorizes an agreement of indefinite term with the park's facilities for up to four hours per day during school hours subject to coordination and scheduling with the Department of Parks and Recreation. During those times District provides staffing and pays for any damages resulting from school use.

I recommend approval of this ordinance.

POLICY ANALYSIS: This conveyance and new agreement are a continuance of policy initiated in November 1978 when City Council authorized an agreement with EISD for District use of the facilities which were subsequently developed at Kennedy Park. In early 1979 District conveyed a 2.4 acre parcel which is now a part of the park.

FINANCIAL DATA: Token sale price of this latest parcel is \$10.00. Funds for Kennedy Park Phase III development are authorized in the 10th year CDBG program.


RONALD R. DARNIER, Director
Department of Parks and Recreation

Recommendation Approved:

LOUIS J. FOX
City Manager

CITY OF SAN ANTONIO

26-01-01
303255

Interdepartment Correspondence Sheet

TO: City Council

FROM: Ronald R. Darner, Director, Department of Parks and Recreation

COPIES TO: _____

SUBJECT: Conveyance of Edgewood I.S.D. Property for Kennedy Park
and a Use Agreement With the District

Date September 24, 1984

SUMMARY AND RECOMMENDATION: This ordinance authorizes purchase for a token sale price of \$10.00, a 3.735 acre tract of land from Edgewood Independent School District to be used as a part of Kennedy Park. The ordinance also dedicates the property in perpetuity for park purposes and agrees to comply with the conditions and restrictions of the Warranty Deed; namely, (1) that the property not be used for any purpose related to creation of a dual school system and (2) that the property be used only for public recreational purposes.

This parcel, located at the northeast part of the park, is included in Phase III design. Development presently envisions tennis courts, trails, picnic facilities and amenities.

The ordinance also authorizes an agreement of indefinite term with the park's facilities for up to four hours per day during school hours subject to coordination and scheduling with the Department of Parks and Recreation. During those times District provides staffing and pays for any damages resulting from school use.

I recommend approval of this ordinance.

POLICY ANALYSIS: This conveyance and new agreement are a continuance of policy initiated in November 1978 when City Council authorized an agreement with EISD for District use of the facilities which were subsequently developed at Kennedy Park. In early 1979 District conveyed a 2.4 acre parcel which is now a part of the park.

FINANCIAL DATA: Token sale price of this latest parcel is \$10.00. Funds for Kennedy Park Phase III development are authorized in the 10th year CDBG program.


RONALD R. DARNER, Director
Department of Parks and Recreation

Recommendation Approved:

LOUIS J. FOX
City Manager