

AN ORDINANCE **47020**

AUTHORIZING THE CITY MANAGER TO EXECUTE  
A CONTRACT WITH THE CITY WATER BOARD  
TO SERVICE THE HEMISFAIR AREA WITH CHILLED  
WATER FOR A FIVE (5) YEAR PERIOD BEGINNING  
AUGUST 1, 1976.

\* \* \* \*

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

SECTION 1. The City Manager is hereby authorized to execute a contract with the Water Works Board of Trustees of the City of San Antonio to furnish chilled water service to the HemisFair area for a five (5) year period commencing August 1, 1976, and terminating July 31, 1981.

SECTION 2. All other ordinances, resolutions, or parts of ordinances and resolutions, the terms of which are in conflict herewith are hereby repealed.

SECTION 3. A copy of said contract is attached hereto and incorporated herein for all purposes.

PASSED AND APPROVED this 5th day of August, 1976.

*Lela Cockrell*  
M A Y O R.

ATTEST:

*G. V. Jackson*  
City Clerk

**76-36**

APPROVED AS TO FORM:

*Jim Jankay*  
City Attorney

# CITY WATER BOARD

1001 E. MARKET ST. P. O. BOX 2449 • SAN ANTONIO, TEXAS 78298 • 225-7461



GENERAL MANAGER  
ROBERT P. VAN DYKE

## BOARD OF TRUSTEES

JOHN M. SCHAEFER  
CHAIRMAN

REV. S. H. JAMES  
VICE-CHAIRMAN

ROBERT L. BOUBEL

DR. JOSE SAN MARTIN, JR.

LILA COCKRELL  
MAYOR

27 August 1976

Mr. G. V. Jackson, Jr.  
City Clerk  
City of San Antonio  
City Hall  
San Antonio, Texas

Dear Mr. Jackson:

Returned herewith is the original executed copy of the agreement for the purchase of chilled water service between the City of San Antonio and the Water Works Board of Trustees for your files.

Sincerely,

A handwritten signature in cursive script that reads "Martha L. Hawkins".

Martha L. Hawkins  
Secretary

Enclosure

CITY CLERK

1976 JUN 30 PM 2 50

RECEIVED

DISTRIBUTION

ITEM NO. 17

AVIATION	
BUILDING & ZONING	
CITY WATER BOARD	1
COMMERCIAL RECORDER	
COMMUNITY DEVELOPMENT	
CONVENTION BUREAU	
CONVENTION CENTER	
FINANCE DIRECTOR	1
ASSESSOR	
BUDGET	1
CONTROLLER	1
TREASURY DIVISION	
FINANCE-GRANT SECTION	
INTERNAL AUDIT	1
PROPERTY RECORDS	
FIRE CHIEF	
HEALTH DIRECTOR	
HEMISFAIR PLAZA	1
HUMAN RESOURCES	
LEGAL - CITY ATTORNEY	
BACK TAX ATTORNEY	
TRIAL SECTION	
LIBRARY DIRECTOR	
MANPOWER PROGRAM	
MARKET & PARKING	
MONITORING & EVALUATION	
MUNICIPAL COURTS	
PARKS & RECREATION DEPT.	
PERSONNEL DIRECTOR	1
PLANNING DEPARTMENT	
POLICE CHIEF	
PRESS ROOM	
PUBLIC INFORMATION	
PUBLIC WORKS DIRECTOR	
ENGINEERING DIV.	
ENGINEERING - SEWERS	
PURCHASING	
RIGHT OF WAY & LAND ACQUISITION	
TRAFFIC & TRANSPORTATION	

*Copy to CWB for Sign*

MEETING OF THE CITY COUNCIL DATE: AUG 5 1976

MOTION BY: Nielsen SECONDED BY: Hart

ORD. NO. 47020 ZONING CASE \_\_\_\_\_

RESCL. \_\_\_\_\_ PETITION \_\_\_\_\_

COUNCIL MEMBER	ROLL CALL	AYE	NAY
PHIL PYNDUS PLACE 1		✓	
ROBERT P. "BOB" BILLA PLACE 2		✓	
HENRY G. CISNEROS PLACE 3		✓	
REV. CLAUDE BLACK PLACE 4		✓	
GLEN HARTMAN PLACE 5		✓	
AL ROHDE PLACE 6		✓	
RICHARD TENIENTE PLACE 7		✓	
DR. D. FORD NIELSEN PLACE 8		✓	
LILA COCKRELL PLACE 9 (MAYOR)		✓	

**76-36**

#3

CONNECTED CUSTOMER BUILDING  
(Hemisfair Plaza Building Numbers)

<u>Building</u>	<u>Date</u>	<u>Demand Load (Tons)</u>	<u>Service Size</u>	<u>Meter Number</u>	
401	Villa Fontana	8-5-76	45.0	2"	10876233
606	Hayes Production	8-5-76	40.0	2"	10770237
538	Plaza Admin. Off.	8-5-76	30.0	2"	21063449
533	E & M Steak House	8-5-76	15.0	1½"	21074230
337	American Issue Forum	8-5-76	31.0	2"	21063439
336	Pueblo Arts Gallery	8-5-76	25.0	2"	20683295
329-332	Mexican Cultural Inst.	8-5-76	58.0	2"	3067187
326-328	University of Mexico	8-5-76	84.0	3"	23544678
324-325	University of Mexico	8-5-76	56.0	2"	23544671
236-238	Witte Museum	8-5-76	75.0	2"	3065172
242-245	Witte Museum	8-5-76	87.5	2"	3065173
240-241	Witte Museum	8-5-76	62.5	2"	3065174
250	Vacant	8-5-76	25.0	2"	2068331
201	Festival Ballet	8-5-76	60.0	2"	20335326
235	City Planning Dept.	8-5-76	20.0	1½"	20985310
308	Fun House U.S.A.	8-5-76	30.0	2"	20985304
226-233	U.S.O.	8-5-76	97.0	4"	83022
300	Melodrama Theatre	8-5-76	20.0	1½"	20985288
301	Helen Johnson Gal.	8-5-76	9.5	1"	20985306
333-335	Mexican Cultural Inst.	8-5-76	37.5	2"	23544693
333-335	Mexican Cultural Inst.	8-5-76	37.5	2"	23544680
234	Casa San Miguel	8-5-76	10.0	1"	22306421
805	City Testing Lab.	8-5-76	15.0	1½"	22306422
249	Human Resources	8-5-76	25.0	2"	23128953
204	(S.A)University of Texas	8-5-76	10.0	1"	22306419
448	Hespanic Center	8-5-76	50.0	2"	16574564

Signed: \_\_\_\_\_  
For the City of San Antonio

Date: August 5, 1976

Signed: \_\_\_\_\_  
For the City Water Board

Date: August 5, 1976

THE STATE OF TEXAS X  
 COUNTY OF BEXAR X

THIS AGREEMENT is for the purchase of chilled water service between the CITY OF SAN ANTONIO, herein called CUSTOMER, and the WATER WORKS BOARD OF TRUSTEES, herein called BOARD. BOARD and CUSTOMER agree as follows:

1. CUSTOMER AGREES TO PURCHASE CHILLED WATER SERVICE

(a) The effective date for service under the terms of this contract shall be August 1, 1976.

(b) Service shall be delivered to the area known as HemisFair Plaza as designated and outlined in San Antonio City Ordinance No. 37028 dated November 7, 1968.

(c) Service shall be delivered in accordance with the BOARD'S current "Regulations for Extension of Chilled Water and Steam Service" and amendments thereto, hereinafter called the "REGULATIONS," a copy of which is on file with the City Clerk of San Antonio.

(d) BOARD owned and CUSTOMER owned facilities shall be installed in accordance with the current BOARD'S "Instructions and Criteria for Installation of Customer's Equipment for Chilled Water Service and Steam Service," hereinafter called "CRITERIA," a copy of which is on file with the City Clerk of San Antonio.

2. BOARD AGREES TO DELIVER CHILLED WATER SERVICE

(a) The BOARD shall deliver continuously to CUSTOMER'S premises chilled water having a minimum temperature of 38 degrees Fahrenheit and a maximum temperature of 42 degrees Fahrenheit with adequate head to supply the required flow.

(b) The BOARD does not guarantee continuous uninterrupted service, and the BOARD shall not be liable for any damages resulting from interruption of service.

(c) Service shall be delivered to those CUSTOMER buildings located within the HemisFair Plaza and as set forth in Attachment I.

3. CUSTOMER AND BOARD RESPONSIBILITIES

(a) All cooling of the buildings within HemisFair Plaza except as provided in paragraph 3(b) below shall be by means of chilled water purchased from the BOARD under the terms of this contract.

(b) If service conditions for any building or building complex are unsatisfactory as determined by the BOARD, the BOARD may authorize the installation of self-contained systems or packaged type units to satisfy the air conditioning requirement of the facility concerned.

(c) Building systems previously connected to the BOARD'S system and not constructed in accordance with the BOARD'S CRITERIA will be modified as required to comply with the BOARD'S current CRITERIA prior to any service being restored to the building in which the system has been installed.

(d) The CUSTOMER shall return all chilled water to the BOARD'S return mains.

(e) The CUSTOMER shall not draw off any chilled water from his system and shall return chilled water to the BOARD at a temperature not less than 54 degrees Fahrenheit at maximum load conditions.

(f) The CUSTOMER shall have control and possession of chilled water after it passes the outlet side of the BOARD'S service valve and until the return water passes the inlet side of the BOARD'S service valve.

(g) The BOARD'S service valves are located immediately adjacent to the chilled water supply and return mains. All of the system between the BOARD'S supply and return service valve points except the BOARD'S metering devices, where installed, shall be owned, controlled, and maintained by CUSTOMER. Service valves are defined as all numbered valves as shown on Attachment II.

(h) The BOARD shall have no responsibility for the use, handling, or action of chilled water, or return water, nor any liability for anything which may be done, happen, or arise with respect to any of them between the said two service valve points.

(i) The CUSTOMER grants the BOARD the right upon notice to the CUSTOMER to interrupt service to make repairs to the system.

(j) The CUSTOMER grants the BOARD the right to enter the CUSTOMER'S premises at any reasonable time for the purpose of installing, inspecting, testing, repairing, altering, or removing any of the BOARD'S property.

(k) The CUSTOMER will grant to the BOARD without cost and unburdened by improvements, easements or acceptable licenses for a period not less than the term of this contract in and across the CUSTOMER'S site for pipe lines to serve the CUSTOMER. The BOARD will restore the surface of easements or licensed areas to the condition prior to excavation after installing, replacing, repairing, or maintaining its pipe line and facilities.

#### 4. METERING

(a) Where service conditions permit and where mutually agreed, the BOARD will furnish, install, and maintain individual meters or metering devices for chilled water service on the CUSTOMER'S premises. Such metering devices or appurtenances shall remain the property of the BOARD.

(b) The CUSTOMER shall provide space on the premises in such amount and at such places as the BOARD may require for metering chilled water.

(c) The CUSTOMER shall furnish at one or more of the above-mentioned buildings a 120 volt, 60 cycle, single phase electrical outlet and electric power for such outlet.

#### 5. CESSATION OF CHARGES

(a) In the event the CUSTOMER'S premises should be destroyed by fire or other hazard or voluntarily razed, CUSTOMER shall be liable for all charges incurred to the date of such occurrence, but shall not be obligated for charges subsequent to such occurrence, except as provided in paragraph 5(b) below.

(b) When a CUSTOMER'S premises have been destroyed or razed, charges shall resume only if the same structure shall be rebuilt or another structure using cooling facilities be erected by the CUSTOMER in the same or essentially the same location.

(c) In the event any of the premises provided for in this contract shall become totally vacant or unused, liability for charges with respect to such premises will cease during the period of vacancy or non-use.

6. RATE AND BILLING

(a) Rates, charges, and billings shall be in accordance with the terms of the City of San Antonio Ordinance No. 34899 dated October 13, 1966, which is included herein as Attachment III and Schedules A and B thereof, and this document is in all things made a part of this agreement.

(b) CUSTOMER agrees that chilled water usage by HemisFair Plaza facilities will be computed as follows:

(1) Total plant output in ton-hours for each month, less the metered ton-hour consumption during that month of the Convention Center Complex, Lone Star Pavilion, Tower of the Americas, Texas Pavilion, Federal Pavilion, and all metered customers served by the Central Plant that are outside the HemisFair Plaza area, shall be construed as the consumption of HemisFair Plaza facilities, and the applicable rates as set forth in Ordinance No. 34899 referred to in 6(e) above will be applied to such consumption as if for a single customer.

(2) The demand load of all buildings served at HemisFair Plaza facilities less those enumerated in 6(b)(1) above will be consolidated, and this total demand load will be used as for a single customer in arriving at the charges in the second step of the rate schedule of Ordinance No. 34899.

(c) As service valves to buildings desiring chilled water service are turned on, such buildings will be added to Attachment I as provided for in paragraph 2(c), and the additional demand load of such buildings will be used in computing the total demand load of HemisFair Plaza facilities in paragraph 6(b)(2) above.

(d) The minimum demand charge as provided for in paragraph 6(a) shall apply in any month when the computed charges in 6(b)(1) shall be less than the total computed demand load in Attachment I times \$2.00.

7. TERM

(a) The BOARD obligates itself to furnish service as provided in paragraph 2 hereof for a period of five (5) years. The CUSTOMER shall be obligated to take such service for a period of five (5) years.

(b) After the end of one (1) year, this contract will be reviewed by the BOARD and the CUSTOMER. Chilled water service to any building or buildings in HemisFair Plaza being provided service under this contract may be terminated as mutually agreed.

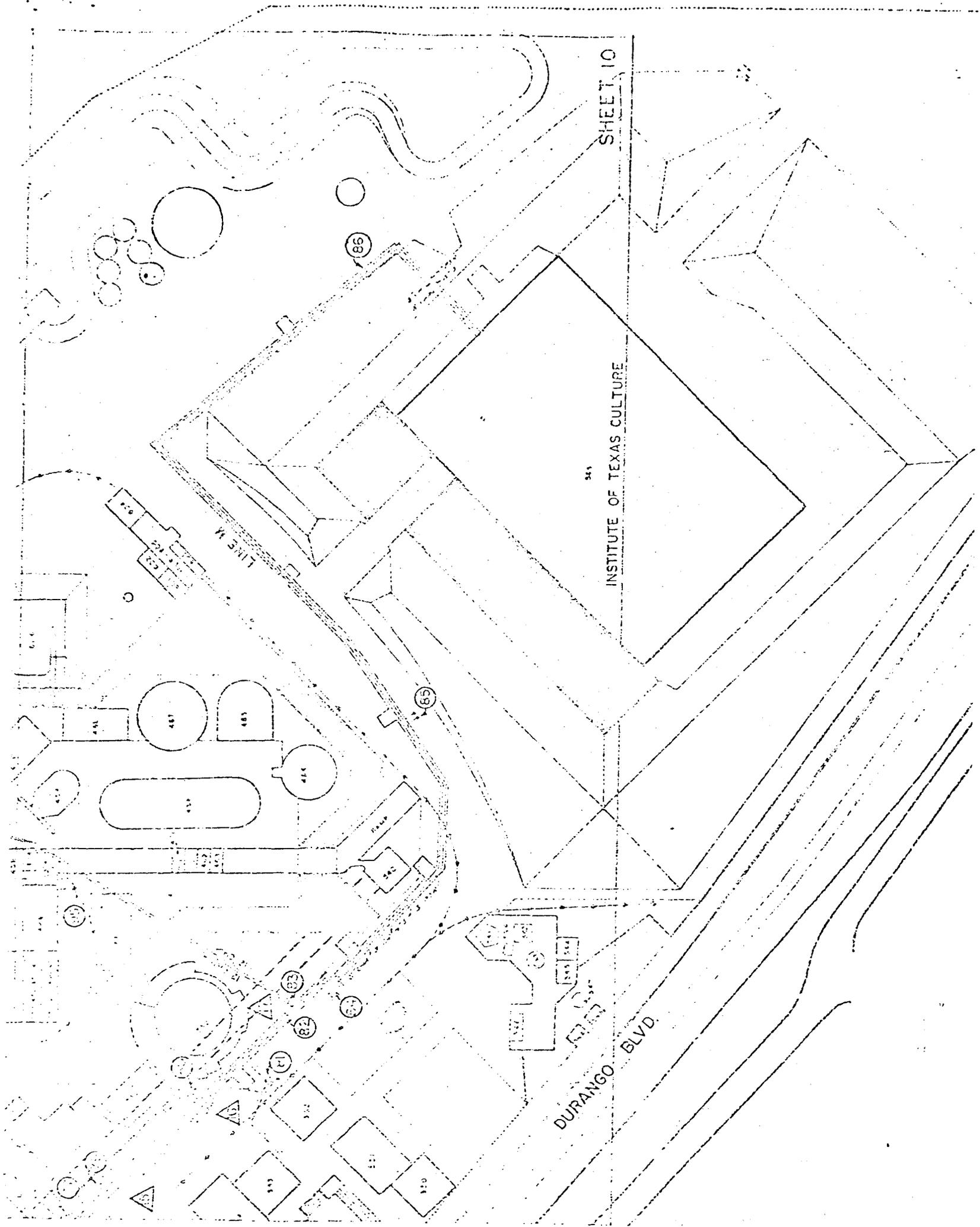
WITNESS OUR HANDS this 16<sup>th</sup> day of August, 1976.

WATER WORKS BOARD OF TRUSTEES OF  
THE CITY OF SAN ANTONIO

By: Robert P. Van Dyke  
ROBERT P. VAN DYKE  
GENERAL MANAGER

CITY OF SAN ANTONIO  
By: [Signature]

City Manager



SHEET 10

INSTITUTE OF TEXAS CULTURE

DURANGO BLVD.

ATTACHMENT II

SHEET 3

COMMERCE STREET

MARKET STREET

SHEET 4

SHEET 5

THEATER

GATE 2

CONVENTION CENTER

SAVITO RIVER

SAVITO RIVER

107

113

90

LINE L

2 CH

2 CH

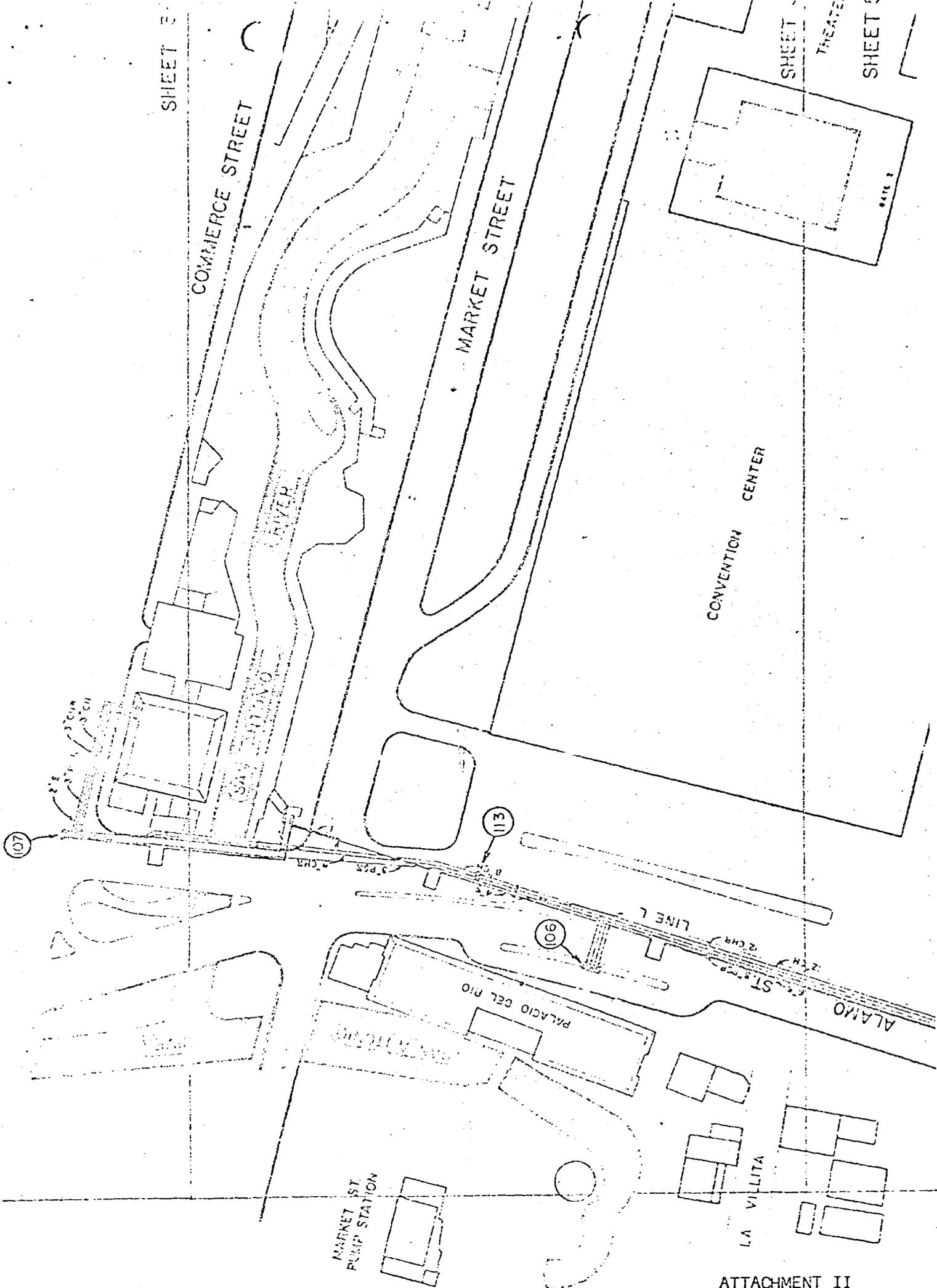
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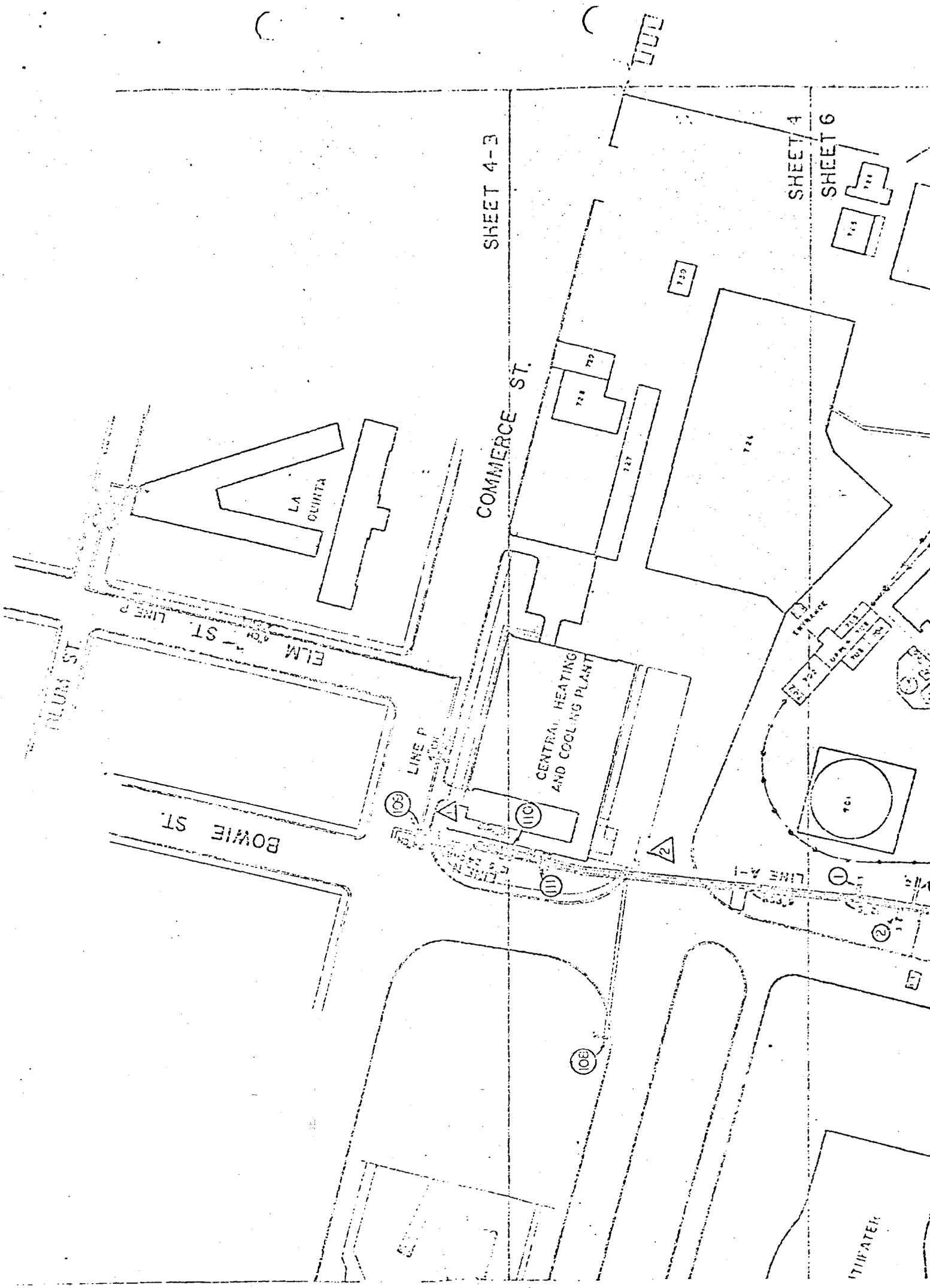
PALACIO DEL RIO

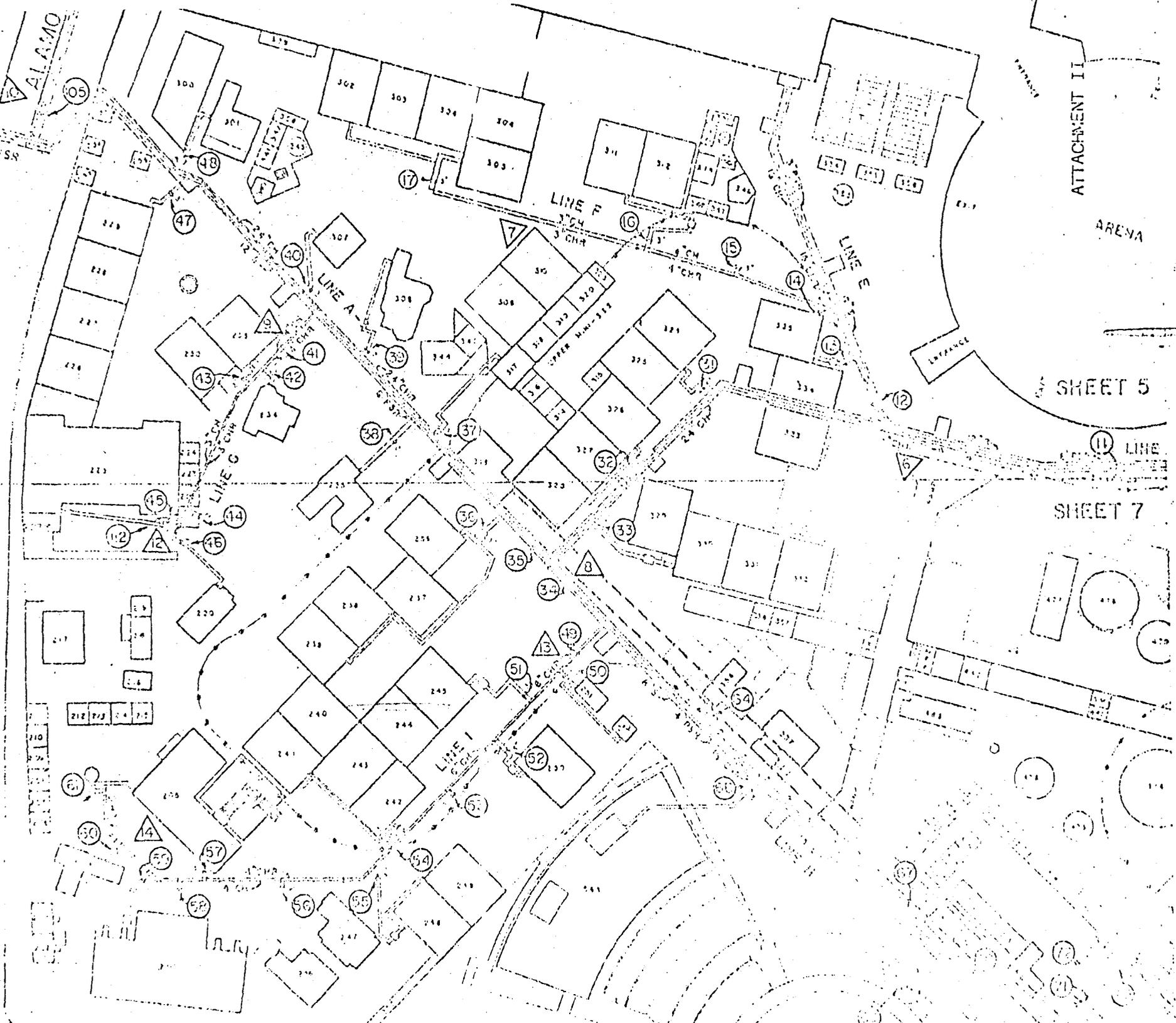
MARKET ST. PUMP STATION

LA VILLITA

ATTACHMENT II







ALAMO

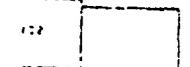
ATTACHMENT II

ARENA

SHEET 5

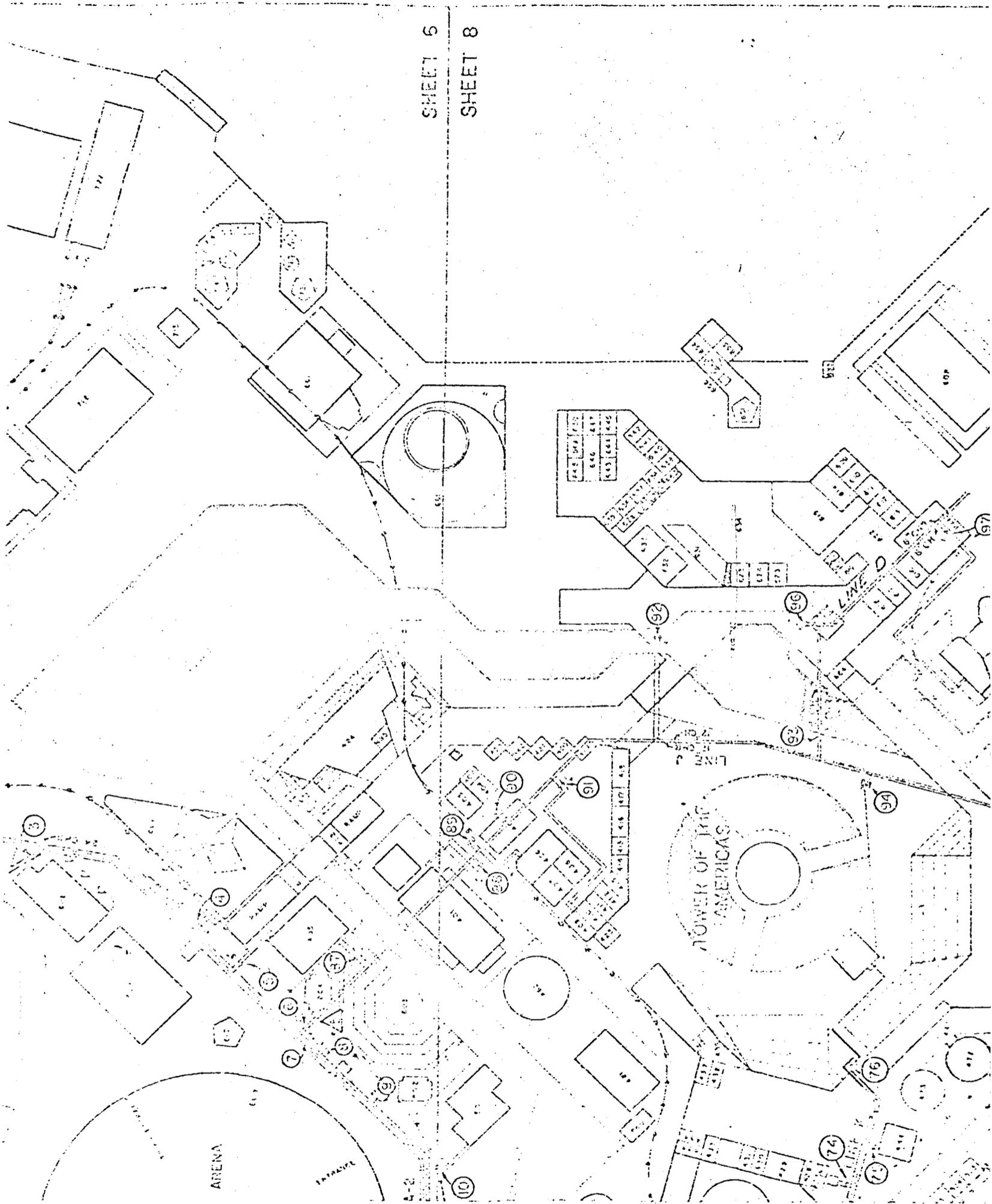
SHEET 7

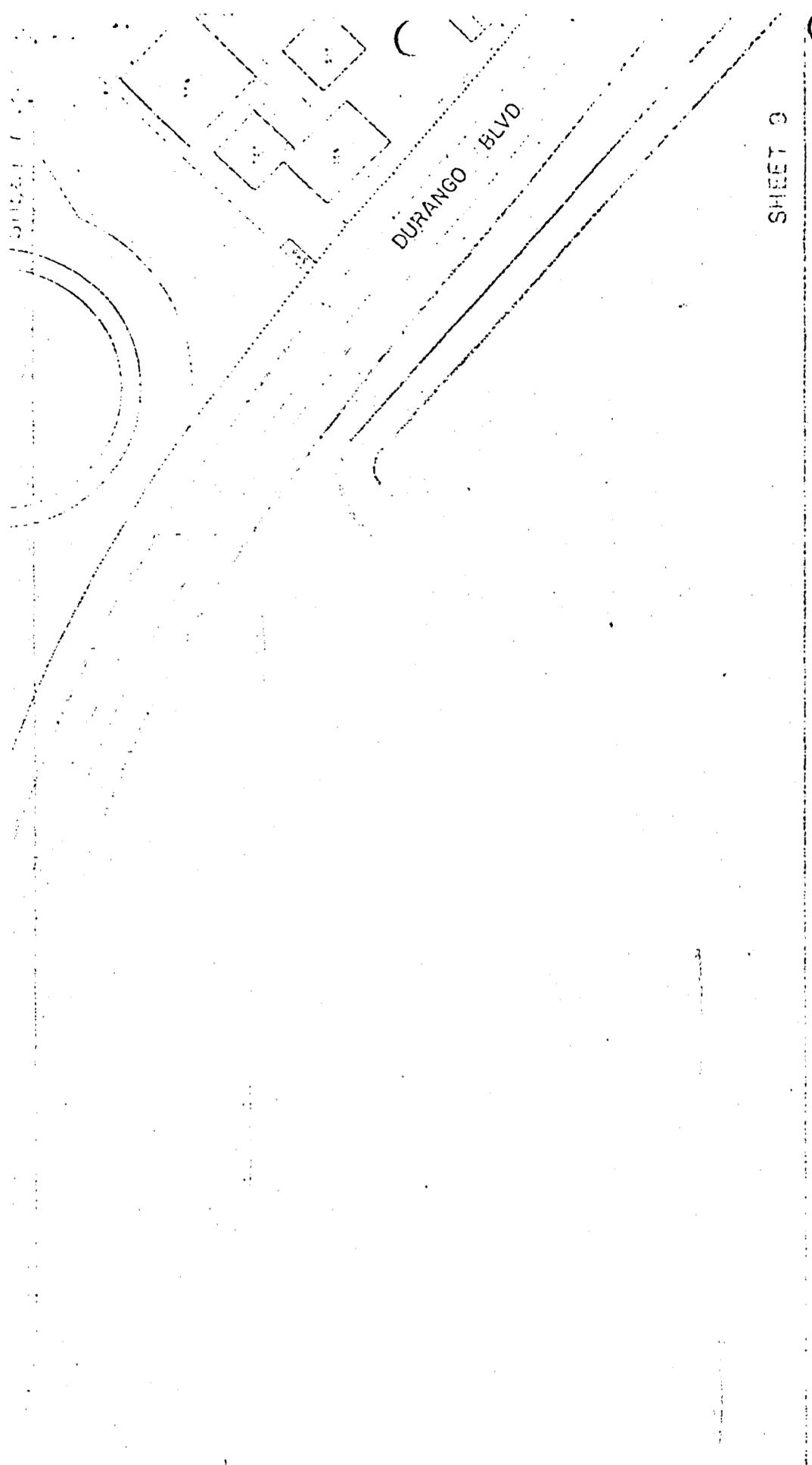
SFAIR  
PARTERS



SHEET 5

SHEET 8





SHEET 3

ATTACHMENT II