

**THIS IS A PROPOSED DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED ORDINANCE OR RESOLUTION ADOPTED BY THE CITY COUNCIL.**

**AN ORDINANCE**

**AUTHORIZING A CARSHARE PARKING AGREEMENT FOR THE USE OF PUBLIC RIGHT OF WAY AND EXCLUSIVE USE OF METERED AND UNMETERED PARKING SPACES LOCATED DOWNTOWN IN SUPPORT OF THE HERTZ ON-DEMAND CARSHARE PROGRAM.**

\* \* \* \* \*

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

**SECTION 1.** The city manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the city Hertz On-Demand Carshare Parking Agreement with Hertz Corporation in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth. The city manager and her designee, severally, should consummate the transaction contemplated by the attached instrument according to its terms. They should further take all other actions necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing all necessary or convenient ancillary instruments and agreements.

**SECTION 2.** Funds generated by this ordinance will be deposited into Fund 53001000, Internal Order 219000000128 and General Ledger 4403145.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under City Code of San Antonio § 1-15, in which case it becomes effective immediately.

**PASSED AND APPROVED** this ??? day of ??????? 2012.

**M   A   Y   O   R**  
Julián Castro

**Attest:**

**Approved As To Form:**

\_\_\_\_\_  
Leticia M. Vacek, City Clerk

\_\_\_\_\_  
Michael D. Bernard, City Attorney

# Attachment I

---

## Hertz On-Demand Carshare Parking Agreement

---

### Authorizing Ordinance:

**City:** City of San Antonio

**City's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Director, Downtown Operations Department)

**Hertz:** The Hertz Corporation, d/b/a/ Hertz On Demand

**Hertz's Address:** 225 Brae Boulevard, Park Ridge, New Jersey 07656

### Background:

The City and Hertz, under the authority of Ordinance 2012-01-12-0016, have previously entered into an agreement whereby Hertz will offer car share services to the public in the downtown area of the City of San Antonio.

To assist in providing car share services, the City is willing to offer Hertz access to parking controlled by the City.

The agreement defines the terms and conditions of Hertz's use of City-controlled parking for the car share program.

---

### Table of Contents

<b>1. Parking Spaces in City-Owned Lots and Garages.....</b>	<b>4</b>
<b>2. Parking Spaces on Public Streets and Alleys. ....</b>	<b>4</b>
<b>3. Electric-Vehicle-Charging Stations.....</b>	<b>5</b>
<b>4. Rent for Street and Alley Parking.....</b>	<b>5</b>
<b>5. Relinquishing Street-and-Alley Spaces.....</b>	<b>5</b>
<b>6. Parking on Private Parking Facilities.....</b>	<b>6</b>
<b>7. Interruption in Street and Alley Parking. ....</b>	<b>6</b>
<b>8. Prohibited Interests in Contracts.....</b>	<b>6</b>
<b>9. Compliance.....</b>	<b>7</b>
<b>10. Insurance.....</b>	<b>7</b>
<b>11. Indemnity.....</b>	<b>8</b>
<b>12. Term, Termination. ....</b>	<b>9</b>
<b>13. Appropriations.....</b>	<b>9</b>
<b>14. Default, Remedies for Default. ....</b>	<b>9</b>
<b>15. Dispute Resolution.....</b>	<b>10</b>
<b>16. Miscellaneous. ....</b>	<b>11</b>
<b>17. Incorporation of Exhibits.....</b>	<b>12</b>
<b>18. Public Information.....</b>	<b>13</b>
<b>Exhibit A: Initial Designated Spaces on Public Streets and Alleys.....</b>	<b>14</b>

---

**Rights and Obligations:**

Now Therefore, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

**1. Parking Spaces in City-Owned Lots and Garages.**

1.01. The Director of the Downtown Operations Department may, without specific council authorization, lease parking spaces to Hertz in City-owned garages and lots. For lots other than the Annex lot (located on the south side of Dolorosa across from Military Plaza), the rent for each space is 150% of the rent charged to the general public for monthly parking in the lot. For parking garages, the rent for each space is 175% of the rent charged to the general public for monthly parking in the garage. The Annex lot is \$100 per month per space. Hertz and City will agree on parking locations which should be highly visible and close to pedestrian entrances.

1.02. Hertz will provide one parking sign for each space. City will install the sign. Hertz and City will agree on the signs' location and installation method. City will police unauthorized parking in Hertz's spaces in the same fashion it does other reserved spaces in City parking facilities open to the public. Hertz's only remedy for dissatisfaction with City's policing is to notify City of specific vehicles in specific spaces needing ticketing or towing.

1.03. If a lot or garage is sold, torn down, or converted to a use other than public parking, Hertz's right to use the lot or garage ceases, as does its obligation to pay rent for the affected spaces.

**2. Parking Spaces on Public Streets and Alleys.**

2.01. City Council has designated the spaces as **Exhibit B** as all the spaces Hertz may potentially use under this agreement. Hertz will actually use only the spaces listed on **Exhibit A**. Even if other spaces are designated as being exclusively for Hertz, the general public may park there until those spaces are added to Exhibit A according to the terms of this agreement or until City Council specifically passes a new ordinance allocating additional spaces for use by Hertz.

2.02. Without going back to City Council, City and Hertz may agree to amendments to this contract to move spaces from Exhibit B to Exhibit A. All such amendments must be in writing and signed on behalf of both parties and must set out a revised Exhibit A listing all spaces Hertz may then use in its program. Hertz acknowledges that only spaces listed on Exhibit A are lawfully reserved to it. All spaces listed on Exhibit B that have not been moved to Exhibit A by December 31, 2013 lapse and are free of any claim under this agreement.

2.03. City will provide and install signs at spaces allocated to Hertz, including signs permitting towing. For each sign erected by City, the charge to Hertz is \$150 (all

included). Hertz is responsible for towing from public-street or alley spaces at its own expense. Hertz and City will agree on the signs' location and installation method.

2.04. City is not responsible for towing or otherwise responsible for policing who parks in public-street-and-alley spaces allocated to Hertz hereunder.

### **3. Electric-Vehicle-Charging Stations.**

3.01. City will provide no assistance to Hertz for electric-vehicle-charging stations on public streets or alleys. The stations serving spaces on public streets and alleys must not adversely affect passage on the sidewalk such that the sidewalk no longer complies with the Americans with Disabilities Act and other applicable, similar legislation. Hertz must comply with all processes and rules of general applicability in installing the electric charging stations, including getting sidewalk-encroachment permits from City's CIMS Department.

3.02. In parking lots and garages having a panel providing 208V, 20 amp service, Hertz may provide electric-vehicle-charging stations for cars with electric capabilities. Hertz will provide and install the charging stations, including all electrical make-ready from City's existing service panel. City will reimburse Hertz for the cost of bringing electrical service to five feet from the charging stations, but the reimbursement is limited to a maximum of \$5,000 total for all electric-vehicle-charging stations. City will make the reimbursement within 30 days after Hertz delivers its invoice to City. Hertz may install as many electric-vehicle-charging stations as it wishes, despite the limit on City's reimbursement.

3.03. Hertz is responsible for paying the electricity consumed by the electric-vehicle-charging stations. Hertz will provide quarterly reports of the electricity usage for each station. The amount charged to Hertz is determined by multiplying kilowatt hours used by the station by the tiered tariff stated on City's applicable utility bill.

### **4. Rent for Street and Alley Parking.**

To use a space shown on Exhibit A, Hertz must pay the City the monthly rent shown for the space. Rent is due monthly in advance without billing and is payable to the following address:

Finance Department  
(Carshare Rental)  
City of San Antonio  
P.O. Box 60  
San Antonio, Texas 78291-0060

### **5. Relinquishing Street-and-Alley Spaces.**

By signing this agreement, Hertz commits to using and paying for each space listed from time to time on Exhibit A. If Hertz no longer wishes to use one or more of the listed spaces, Hertz must deliver 30-days' prior written notice to the City. Hertz must further remove all signs and electric-charging stations, if any, associated with the relinquished space.

## **6. Parking on Private Parking Facilities.**

Hertz may separately arrange for parking on privately-owned parking facilities on such terms as Hertz and the private owner may agree.

## **7. Interruption in Street and Alley Parking.**

7.01. As a municipality, City may from time to time exercise municipal powers unrelated to the this agreement that will nevertheless adversely affect Hertz. Such actions may include redirection of traffic, street closures, prohibiting parking in various areas, or other actions intended to facilitate public safety, the public interest, or the conduct of major events. No such action by City as a municipality is a breach of City's duties under this agreement or entitles Hertz to any relief under this agreement. Likewise, no breach of contract or other duty by municipal utility providers is a breach of City's duties as City or entitles Hertz to any relief under this agreement.

7.02. City will try to notify Hertz ten days in advance of an interruption in Hertz's ability to use a parking space, but it cannot guarantee that it will not fail to do so, either because of emergency or oversight.

7.03. If Hertz is prohibited from using a street-and-alley space for more than a week, the rent for the month will be prorated on a daily basis. When spaces will be unavailable for a long period, City will try to find an alternate space for the duration of the unavailability. City pays for the signs for such replacement stations.

## **8. Prohibited Interests in Contracts.**

8.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

8.02. Hertz warrants and certifies as follows:

- (i) Hertz and its officers, employees and agents are neither officers nor employees of the City.

(ii) Hertz has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

8.03. Hertz acknowledges that City’s reliance on the above warranties and certifications is reasonable.

**9. Compliance.**

Hertz must comply with all applicable federal, state, and local laws, rules, and regulations in its operations hereunder.

**10. Insurance.**

10.01. For so long as Contractor operates this system on public streets within the corporate limits of the City of San Antonio, Contractor must maintain the following insurance coverages (“Required Insurance”).

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory Limit
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

10.02. Also before beginning work under this Agreement, Contractor must deliver certificate of insurance or letter of self insurance for each Required Insurance policy to the City Clerk, with copies to the Risk Management Department and the Downtown Operations Department. The certificate of insurance or letter of self insurance must be clearly labeled with the name of the project in the Description of Operations block of the Certificate and must cover all elements of the Required Insurance. The name of the project must match that shown at the beginning of this agreement.

10.03. The certificate of insurance must be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon and must contain all required information referenced or indicated thereon. The certificate of insurance or letter of self insurance must have the agent’s signature, and phone number, and be mailed directly from the agent to the City. The City need not pay or perform under this Agreement until the certificates have been delivered. This provision cannot be waived except in writing by the Director.

10.04. Contractor must maintain the Required Insurance in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense. The Required Insurance must be on an occurrence basis. The companies writing it must be authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise be acceptable to the City.

10.05. As it applies to the limits of insurance required by the City, at City's request and without expense to City, Contractor must promptly deliver to City copies of the policies and endorsements constituting the Required Insurance.

10.06. All insurance contracts for Required Insurance except for workers' compensation must contain the following provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

10.07. When any Required Insurance is cancelled, not renewed, or otherwise changed materially, unless the change is requested by City, Contractor must notify the City of the change before the change is effective. If Contractor does not know of the change in advance, it must notify the City within 10 days after the change. Any such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at City's address for notice as specified in this agreement.

10.08. The Required Insurance is not a contractual limitation of Contractor's liability to the coverage of such insurance.

10.09. The Required Insurance is primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of or relating to this Agreement.

## **11. Indemnity.**

11.01. Indemnity: HERTZ covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or

related to HERTZ' activities under this Contract, arising from any acts or omissions of HERTZ, any agent, officer, director, representative, employee, consultant or subcontractor of HERTZ, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights and performance of the duties under this Contract, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage.

11.02. IF HERTZ AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

11.03. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. HERTZ shall promptly advise the City in writing of any claim or demand against the CITY or HERTZ known to HERTZ related to arising out of HERTZ' activities under this Contract and shall see to the investigation of and defense of such claim or demand at HERTZ' cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving HERTZ of any of its obligations under this paragraph.

## **12. Term, Termination.**

12.01. This agreement lasts until the earlier to occur of (a) expiration or other termination of the car share agreement between Hertz and the City authorized by Ordinance 2012-01-12-0016 or (b) 60 days' prior written notice of termination by either party.

12.02. Upon termination, may remove all electric charging stations and must remove all such stations for which City requests removal in writing. Upon removal, Hertz must restore the area in which the station was installed to the condition it was in before installation. All electric charging stations not removed at termination become the property of City.

## **13. Appropriations.**

All obligations of the City of San Antonio under this instrument are funded through the City of San Antonio General Fund and are subject to the discretion of City Council whether to appropriate funding for any given year of a term. If the City Council fails to appropriate money for any obligation arising under this agreement in an annual City of San Antonio Budget, the City need not fund the obligation.

## **14. Default, Remedies for Default.**

14.01. *Events of Default.* If Hertz permits or fails to prevent any of the following occurrences, it is an event of default:

14.01.01. Hertz fails to pay when due any installment of rent, and such default continues for five days after written notice from City, but Hertz is not entitled to more than one notice of a delinquency in regularly recurring rent installments during any 12-month period. After the first such delinquency, Hertz is in default for failure to pay regularly recurring rent installments timely even if City does not give notice.

14.01.02. Hertz fails to comply with any term, provision or covenant of this Agreement, other than the payment of rent and does not cure such failure within 30 days after written notice thereof to Hertz.

14.01.03. Hertz deserts, vacates or abandons all or any of the parking spaces, and continuously operate its car share business in the downtown area, or fails to commence car share business operations in the downtown area on or before 30 days after the effective date of the ordinance authorizing this agreement.. If Hertz removes or makes preparations to remove its signs or electric charging stations (other than in the normal course of business) in amounts sufficient to indicate a probable intent to substantially vacate the downtown area, Hertz's breach is established conclusively.

14.01.04. The business operated by Hertz is closed for failure to pay any State sales tax as required or for any other reason, other than repairs, death of the principals of Hertz, or normal business holidays.

14.01.05. This Agreement is transferred to, or passes to, any other person or entity, except in a manner permitted herein.

14.02. *Remedies for Default.* Upon the occurrence of any Hertz event of default, City may immediately terminate this Agreement and all rights of Hertz under it. Upon termination, Hertz must immediately surrender all parking spaces to City. If Hertz fails to do so, City may, without prejudice to any other remedy, remove all Hertz's signs and tow its cars to the City impound facility, without being liable for prosecution or any claim of damages. City may also seek to collect past-due rentals by all lawful means.

## **15. Dispute Resolution.**

15.01. Before bringing any action arising out of this agreement, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

15.02. Filing suit on a claim that should be mediated waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

15.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

15.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

15.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

15.06. Mediator fees must be borne equally.

15.07. The parties need not mediate before going to court for either party to seek emergency injunctive relief.

## **16. Miscellaneous.**

16.01. *Applicable Law.* The Construction Of This Agreement And The Rights, Remedies, And Obligations Arising Thereunder Are Governed By The Laws Of The State Of Texas. But the Texas conflicts of law rules must not be used to cause the application of the laws of a jurisdiction other than Texas. Both parties' obligations hereunder are performable in San Antonio, Bexar County, Texas.

16.02. *Severability.* If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

16.03. *Successors.* This Agreement inures to the benefit of and is binding on the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

16.04. *Integration.* **This Written Agreement, Together with the Car Share Agreement Referred to in the Background Facts at the Beginning of This Agreement, Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

16.05. *Modification.* This Agreement may be changed only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to that restriction, any of this Agreement's terms may be modified by the party entitled to their benefit, but no modification, express or implied, affects the right of the modifying party either (i) to apply any other term or condition or (ii) to apply the same term or condition to a later or earlier occasion.

16.06. *Third Party Beneficiaries.* This Agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. It has no third party beneficiaries.

16.07. *Notices.* Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Notice other than by certified mail, return receipt requested, is effective only on actual receipt. Address for notice may be changed by giving notice hereunder. The initial address for notice to Hertz is Hertz's Address as specified at the beginning of this agreement. The initial address for notice to City is:

City Clerk  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

With a copy  
to

Director, Downtown Operations  
Department  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

16.08. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, the counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

16.09. *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, can alter the rights or obligations of the parties as contained in this agreement.

16.10. *Assignment.* Hertz may not assign this agreement in whole or in part.

16.11. *Administrative Actions and Agreements.* The Director of Downtown Operations may, without further council action, agree to, sign, and deliver on behalf of the City all consents, certificates, memoranda, estoppels, and modifications of nonmaterial rights and obligations arising under this agreement and may declare defaults and pursue remedies for such defaults, including terminating this agreement. This paragraph does not authorize renewals or material amendments without council authorization, except as expressly provided for in 2.02 and 5.

**17. Incorporation of Exhibits.**

Each exhibit referenced in this agreement is incorporated herein by reference for all purposes as if it were fully set forth.

**Remainder of Page Intentionally Left Blank**

**18. Public Information.**

Hertz acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

**City of San Antonio,**  
a Texas municipal corporation

**The Hertz Corporation, d/b/a/ Hertz  
On Demand,** a Delaware corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved As To Form:**

\_\_\_\_\_  
City Attorney

## Exhibit A: Initial Designated Spaces on Public Streets and Alleys

---

	<i>Location</i>	<i>No. of Spaces</i>	<i>Monthly Rent for Each Space</i>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

## Exhibit B: Total Potential Spaces on Public Streets and Alleys

---

	<i>Location</i>	<i>No. of Spaces</i>	<i>Monthly Rent for Each Space</i>
1.	200 block of Market (north side of street, near the Convention Center)	2	\$100
2.	500 block of Dolorosa (north side of street, along Plaza de Armas)	4	\$100
3.	300 block of West Houston (south side of street, near the Alameda Theater)	2	\$100
4.	125 Jack White Way (east side of street, at Villita Street)	1	\$100
5.	200 block of Avenue A (at 12 <sup>th</sup> Street and 1221 Broadway and the river entrance)	2	\$100
6.	300 Richmond (at Augusta)	2	\$100
7.	100 block of Soledad (near Houston)	2	\$100
8.	200 block of Convent (north side of street at N. St. Mary's)	2	\$100
9.	300 block of Labor	2	\$100
10.	100 block of Villita Street at S. St. Mary's	2	\$100