



- CONVENTION & VISITORS BUREAU -

## GRANT APPLICATION

Austin Convention and Visitors Bureau  
Attn: Steve Genovesi, Senior Vice President,  
Sales 111 Congress Avenue, Suite 700  
Austin, Texas 78701  
Phone: 512-583-7259 Email:  
sgenovesi@austintexas.org

DATE: July 31, 2017

HISTORIC PROPERTY AND ADDRESS: The Millett Opera House  
110 E. 9th Street – Austin, TX 78701

APPLICANT'S NAME: The Foundation for the Preservation of the Historic Millett Opera House

APPLICANT'S ADDRESS: 110 E. 9<sup>th</sup> St – Austin, TX - 78701

NAME AND ADDRESS OF OWNER, IF DIFFERENT FROM APPLICANT: Austin Independent School District  
111 W. 6th Street – Austin, TX 78703. \*Note – The Foundation is in the process of purchasing the building.  
Closing is slated for approximately August 31, 2017.

TAX I.D. NUMBER/TAX STATUS: 501 c-3 Non-Profit – Federal ID Number 47-4468309

PERSON PRESENTING REQUEST/CONTACT PERSON: Ken Richardson

ADDRESS: 110 East 9<sup>th</sup> Street – Austin, TX 78701

TELEPHONE No. 512-477-9496

E-MAIL: kenr@austinclub.com

FAX NUMBER: 512-472-6328

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PROJECT NAME: Window replacement.

DESCRIPTION OF PROJECT – PLEASE SUMMARIZE THE PROPOSED PROJECT. (IF DESIRED, APPLICANT MAY ALSO ATTACH AN ADDITIONAL SHEET MORE FULLY EXPLAINING THE PROJECT AND THE REASON FOR THE GRANT REQUEST.)

Replacement of 15 single pane windows due to rot (see attached sheet).

PLEASE LIST HISTORIC DESIGNATIONS OF THE PROPERTY, AND IF LOCATED WITHIN A NATIONAL REGISTER OR LOCAL HISTORIC DISTRICT (PLEASE SPECIFY WHICH DISTRICT), AND IF THE PROPERTY IS CONTRIBUTING:

See Application Attachments for documentation.


AMOUNT OF FUNDING REQUESTED: \$58,000

AMOUNT OF MATCH OR VALUE OF IN-KIND MATCH: N/A

DO LIENS EXIST AGAINST THE HISTORIC PROPERTY? ( ) YES (X) NO

IF YES, DESCRIBE THE LIENS AND AMOUNTS: N/A

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(OWNER OR AUTHORIZED AGENT, AND TENANT IF APPLICABLE)  
Ken Richardson, Executive Director  
Foundation for the Preservation of the Historic Millett Opera House

**REQUIRED ATTACHMENTS:**

- 1) TOURISM JUSTIFICATION: Include substantiation of contribution to the tourism industry in Austin (i.e., annual summary of out of town visitation, copies of promotional material, list of promotional activities, hours of operations, tours provided, etc.).
- 2) HISTORIC DOCUMENTATION: Historic photograph(s) or other documentation (especially those showing the elevation(s) of the historic property where restoration, alterations, changes, and/or improvements are planned).
- 3) CERTIFICATE OF APPROPRIATENESS FOR CITY DESIGNATED LANDMARKS AND LETTER OF APPROVAL FOR STATE DESIGNATED LANDMARKS: Proof of approval for historic property alterations, if required. *NOTE: If an approval is required, the Preservation Agreement with ACVB will not be executed until such documentation has been issued and provided to ACVB.*
- 4) PROJECT BUDGET: Applicant must include a budget, specifying the major components of the restoration/preservation project with associated costs. Also include evidence of other sources of funding, i.e. your own or others' match, and the corresponding work to be performed with these funds.
- 5) THREE COMPETITIVE BIDS for the proposed work (in excess of \$5,000) must accompany the application.
- 6) PROJECT SCHEDULE: Phasing schedule and amount of funding required for each phase, if applicable.
- 7) PROOF OF OWNERSHIP/LEASE/AUTHORIZATION: Copy of the Deed or Will (if applicant is the owner) or documentation showing authorization from owner and any existing lease between owner and applicant.
- 8) INSURANCE: Proof of casualty, fire and federal flood insurance, if applicable.
- 9) PLANS AND SPECIFICATIONS OF PROPOSED WORK.
- 10) INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

# The Foundation for the Preservation of the Historic Millett Opera House

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The foundation is requesting \$58,000 to partially fund the replacement of 15 wood windows in the Historic 1878 Millett Opera House.

Reviewing the current windows by experts in historic restoration, it was noted as shown in the accompanying photos; the windows/sashes/frames were more than likely replaced in the late 1970's when the Austin Club started the restoration of the Millett Opera House Building. The current style pane windows have vinyl tracking along with feather stapled moldings in lieu of glazing.

The window project calls for the replacement of all rotten seals/sashes/frames and glass replicating the current style of window. The new windows will not only be the exact same style, but they will be double pane, wood with metal/wood tracking along with appropriate period style hardware.

Windows will be custom manufactured to Historic style and standards to replace the current style windows.

Respectfully submitted,

  
Ken Richardson  
Executive Director

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

Fax: 512-472-6328

**The Foundation for the Preservation of the  
Historic Millett Opera House**

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**501 c-3 Information  
Federal ID Number  
47 - 4468309**

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**The Foundation for the Preservation of the  
Historic Millett Opera House**

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**Board of  
Directors**

**Michael Marks – Chairman**

**\*Curtis Fuelberg – President**

**\*Tom Spilman – Executive Vice President**

**Tom Kowalski – Second Vice President**

**Eric Sandberg – Treasurer**

**\*Terry Lyons – Secretary**

*\*Pictured*

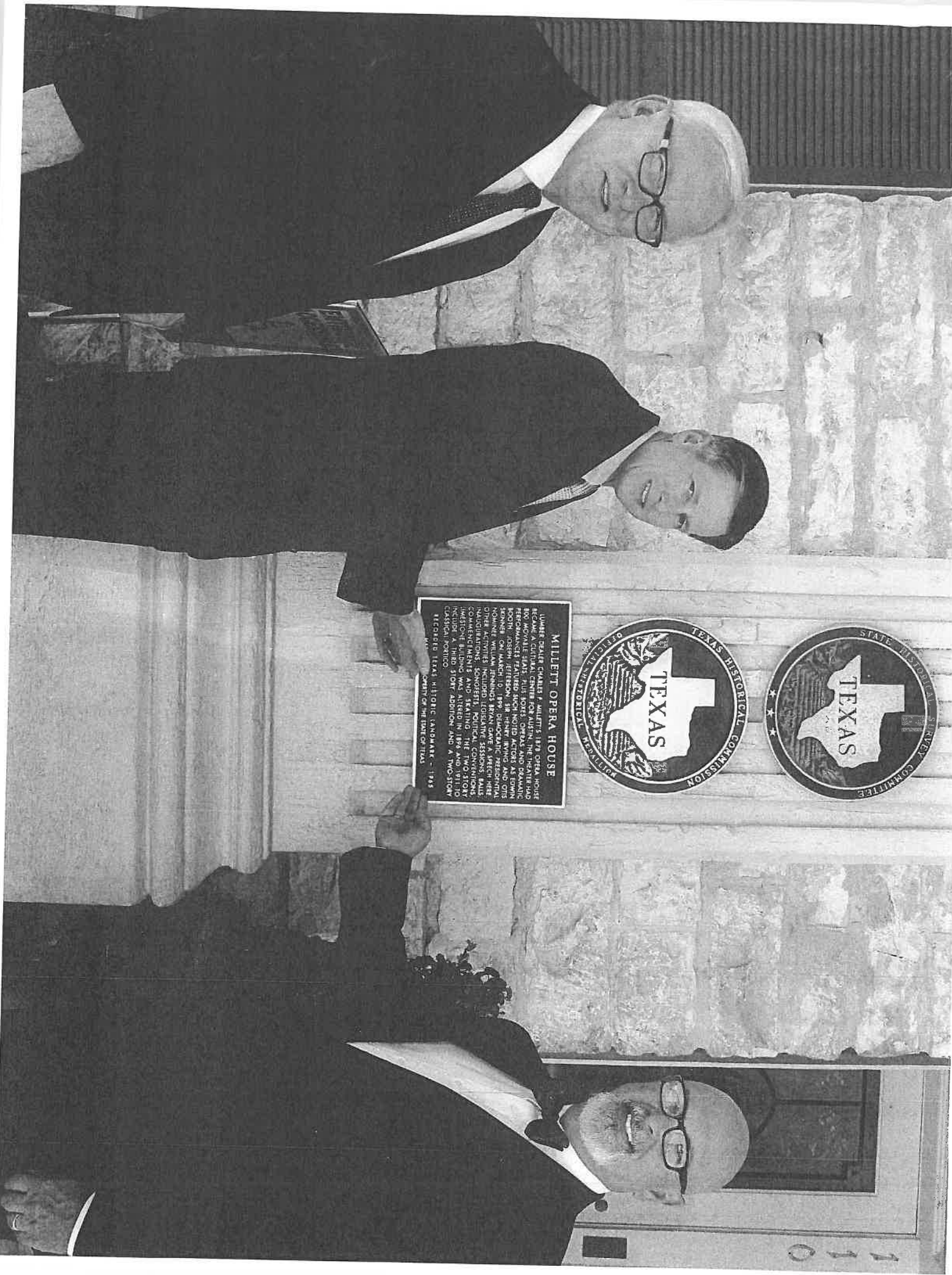
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**MILLETT OPERA HOUSE**  
OWNER: DAVID CHARLES F. MILLETT, 1879. OPERA HOUSE  
BECAME CULTURAL CENTER FOR AUSTIN. THE THEATER HAD  
PERFORMANCES FEATURING ALEX. COOK, OPERA AND DRAMATIC  
BOOTH, JOSEPH JEFFERSON, JR. HEARD ACTORS AS EDWIN  
BOONER. ON MARCH 10, 1879, DRACONIC PRESIDENT  
JOHN F. WILLIAMS JENNINGS BRYAN GAVE A SPEECH HERE.  
DURING THE 1880S, THE HOUSE WAS USED FOR POLITICAL  
CONVENTIONS, COMMENCEMENTS AND STATE LEGISLATIVE  
SESSIONS. BUILDING WAS ALTERED IN 1894 AND A TWO-STORY  
CLASSICAL PORCH.  
RECORDED TEXAS HISTORIC LANDMARK - 1965  
PROPERTY OF THE STATE OF TEXAS



110

**The Foundation for the Preservation of the  
Historic Millett Opera House**

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**APPLICATION  
ATTACHMENTS**

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

Fax: 512-472-6328

# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **TOURISM JUSTIFICATION**

- Austin Club Hotel Accommodation Guest Nights
  - Preferred Partners
    1. Omni on 8<sup>th</sup> Street
    2. Aloft – Element
    3. Stephen F. Austin

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

Fax: 512-472-6328

## **Hotel Accommodation Guest Nights (per year)**

***From Foundation and Austin Club Members  
and Their Associations/Organizations.***

1. Members (Associations, Corporations, Businesses) – 21,040
2. Weddings – 2,625
3. Members Personal – 3,118

Total Nights: 26,783

*\*Data collected and supported by a survey sent out on February 15, 2017.*

# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **HISTORIC DOCUMENTATION**

- Austin Landmark Plaque
- Federal Registration of Historic Places
- State of Texas Historic Survey Committee  
Marker
- Texas Historical Commission Official  
Historical Medallion
- Austin Room Mural Booklet
- The Austin Room Club Booklet
- Website History

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

Fax: 512-472-6328







MILLETT OPERA HOUSE  
HAS BEEN LISTED IN THE  
NATIONAL REGISTER  
OF HISTORIC PLACES  
BY THE UNITED STATES  
DEPARTMENT OF THE  
INTERIOR

1978





## MILLETT OPERA HOUSE

LUMBER DEALER CHARLES F. MILLETT'S 1878 OPERA HOUSE BECAME A CULTURAL CENTER FOR AUSTIN. THE THEATER HAD 800 MOVABLE SEATS, PLUS BOXES. OPERAS AND DRAMATIC PERFORMANCES FEATURED SUCH NOTED ACTORS AS EDWIN BOOTH, JOSEPH JEFFERSON, SIR HENRY IRVING AND OTIS SKINNER. ON MARCH 10, 1899, DEMOCRATIC PRESIDENTIAL NOMINEE WILLIAM JENNINGS BRYAN GAVE A SPEECH HERE. OTHER ACTIVITIES INCLUDED LEGISLATIVE SESSIONS, BALLS, INAUGURATIONS, SONGFESTS, POLITICAL CONVENTIONS, COMMENCEMENTS AND SKATING. THE TWO-STORY LIMESTONE BUILDING WAS ALTERED IN 1896 AND 1911 TO INCLUDE A THIRD STORY ADDITION AND A TWO-STORY CLASSICAL PORTICO.

RECORDED TEXAS HISTORIC LANDMARK - 1965  
MARKER IS PROPERTY OF THE STATE OF TEXAS



Our website: [www.austinclub.com/history](http://www.austinclub.com/history)



The Austin Club  
FOUNDED 1949



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### Club History

The club, and its membership, has grown with the city. Two generations of staff and members have benefited from the club's timeless standard of elegance and hospitality.

#### • Reciprocal Clubs

• Featured Download: [History of The Austin Club and The Millett Opera House](#)



### Club History



The Millett Opera House, at 110 East Ninth Street, has been the home of The Austin Club since 1981. Built by city father Captain Charles F. Millett in 1878, the building was designed by leading architect Frederick E. Ruftin. When completed, the opera house was second in size and grandeur only to the Galveston Opera House. It had 800 moveable seats, balcony, private boxes and an exquisite hand-painted ceiling, a portion of which now hangs in the club's House Conference Room.

The building's 24-inch-thick limestone walls have stood the test of time and witnessed much revelry and history. In the late 1800's, Austin's 11,000 citizens made the building the social center of the city. The Opera House had programs ranging from medicine shows to legislative sessions while the new Capitol was being constructed. It also hosted church services, political conventions, graduations, dances and recitals, as well as opera and theater productions. Notables who performed in front of its heroene footlights include John L. Sullivan, Williams Jennings Bryan, John Philip Sousa, Lily Langtry, Joseph Jefferson, James O'Neill and John Wilkes Booth's brother, Edwin.

In 1906 the building was converted to a skating rink and household storage space. Subsequent owners included the Knights of Columbus, who added the front portion in 1911. In 1940 the Austin Public Free Schools purchased the property. It was threatened with destruction in 1956 but survived when a prominent printing and office supply company took out a long term lease and restored much of the first floor.

In 1979 the school system approved a 50-year lease to The Austin Club, which confirmed the extensive renovation and moved into its historic new quarters on December 15, 1980. It is fitting that The Austin Club is situated in such peaceful surroundings. The club is the oldest in downtown Austin, having been founded in 1949 with 488 members. At the time the capital's population was only 152,459 and the tallest building was fourteen stories.

The club, and its membership, has grown with the city. Two generations of staff and members have benefited from the club's timeless standard of elegance and hospitality.

Share in the company of our distinguished membership, including top leadership in Texas business and government.

If you wish to join this tradition of prestige and excellence, please see [Membership Information](#).



**The Foundation for the Preservation of the  
Historic Millett Opera House**

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**CERTIFICATE OF  
APPROPRIATENESS**

- To be filed prior to start of construction

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

Fax: 512-472-6328



## Application for Certificate of Appropriateness for a City Landmark or Local Historic District

Adopted December 2012

The Historic Landmark Commission (HLC) reviews proposed exterior and site changes to City Historic Landmarks and properties in Local Historic Districts to assist owners in retaining the character-defining architectural features of important historic sites and districts. An approved Certificate of Appropriateness from the HLC is required in advance of performing all non-routine exterior and site work, including installation of signage. Your building permit will not be released without an approved Certificate of Appropriateness review by the City HPO or the HLC.

A Certificate of Appropriateness is required for all non-routine exterior work, including alterations to historic materials or the visual appearance of a site or building façade. These include additions to existing buildings, construction of new buildings, re-painting of Landmarks with new colors, changes in roof color or materials, major landscape work including pools, and changes in sidewalks and driveways. HLC review is usually not required for ordinary maintenance work such as re-painting with existing colors and performing routine repairs using like materials. Please check with the City HPO if you are uncertain whether a historic review is required.

Submit your building permit application for zoning review first, and provide a copy of the reviewed and stamped application and site plan to the City HPO prior to review by the HLC to ensure that your plans conform to all applicable zoning regulations. **If a modification is required from the Residential Design and Compatibility Commission or Board of Adjustments, that approval must be obtained prior to review by the HLC.** This form does not substitute for other required permit review applications.

The City HPO may approve certain minor projects without a review by the HLC. Minor projects include the construction of one-story rear additions of less than 600 square feet, two-story additions not visible from the street, and pools, decks, fences, back porch enclosures or other minor features

### Submittal Requirements:

- ☒ 1. One set of dimensioned building plans, with the scale indicated on each sheet, including elevations, floor plan, site plan or layout, and a roof plan. Plans must indicate all proposed exterior and site changes (additions, alterations, new construction, or demolition). For changes and additions, the plan set must show existing and proposed conditions. Mechanical and electrical plans are not necessary.
  - a. Elevation sheets must specify all exterior building materials and finishes to be used, i.e., siding, roofing, windows, doors, fences, etc.
  - b. For review purposes electronic submittal of plans in PDF format is preferred. If hard copies are submitted original plans should be no larger than 11" x 17" and be of a good, reproducible quality. If you require a full-size set, these will be stamped for approval after review by the City HPO or HLC.
  - c. Material samples, specifications or manufacturer information may be requested by staff.
- ☒ 2. Color photographs of the structure and site. Include overall elevation views and close-ups of all affected areas being modified. Digital images submitted electronically are preferred

### Submittal Process:

1. Apply for a city building, demolition, and/or relocation permit and obtain zoning compliance approval from City Zoning Review staff.
2. Complete the application for a Certificate of Appropriateness for a City Landmark or Local Historic District with all required information, plans, and photographs, and review fee, payable by check to the City of Austin.
3. Submit all application materials to the City HPO per the submittal deadline schedule available on the HPO web site or at the HPO office.

**Preliminary Review by Certificate of Appropriateness Committee:** The Certificate of Appropriateness Committee is made up of three members of the HLC. Applicants may have their projects reviewed by this Committee prior to submitting for final review by the HLC. The Committee provides informal review of projects, may suggest revisions to plans and specifications to meet standards, and makes recommendations to the full HLC regarding applications.

**Historic Landmark Commission Meetings:** The HLC generally meets on the fourth Monday of every month at 7:00 p.m., unless otherwise announced. Applicants or their agent are advised to attend the meeting to present information to the Commission and to answer any questions the Commission may have regarding the project. Failure to attend a Commission meeting may result in a postponement or denial of your application.

**Reviewed plans:** Once reviewed by the HLC, the HPO staff will provide stamped copies of the reviewed plans to the applicant within 10 days after the meeting, unless further information is required by the Commission for release of the permit. No permit will be released until the required review by the City HPO or the HLC is complete, and no work may commence until the applicant obtains necessary permit(s).

**Fees:** All applications for review must be accompanied with the appropriate review fee per the City's permit fee schedule. If the application requires review by the Historic Landmark Commission an additional notification fee must be paid as well.

DATE of SUBMISSION:



# Application for Certificate of Appropriateness for a City Landmark or Local Historic District

Adopted December 2012

## Permit Information

For Office Use Only

BP- \_\_\_\_\_ PR- \_\_\_\_\_ C14H/LHD - \_\_\_\_\_  
Property Name or LHD: \_\_\_\_\_ Contributing/Non-contributing  
☐ RELEASE PERMIT ☐ DO NOT RELEASE PERMIT ☐ HLC REVIEW \_\_\_\_\_ FEE PAID: \$ \_\_\_\_\_  
HISTORIC PRESERVATION OFFICE \_\_\_\_\_ DATE: \_\_\_\_\_

## Property Information

Address: 110 East 9th Street

## Scope of Work

Replacement of 15 existing windows

## Applicant

Name: The Foundation for the Preservation of the Historical Millett Opera House  
Address: 110 East 9th Street  
City/Zip: Austin, TX 78701  
Phone: 575-779-0186  
Email: Kenr@austinclub.com

## Owner

Name: Austin Independent School District  
Address: 1111 W. 6th St  
City/Zip: Austin, TX 78703  
Phone: 512-414-1700  
Email: \_\_\_\_\_

## Architect or Contractor Information

Company: TBD  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

Owner's Signature

Date

Applicant's Signature

Date



# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **PROJECT BIDS**

- A. Red River Restorations
- B. SEMCO Windows and Doors
- C. Austin Historical

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

Fax: 512-472-6328



own Recommendation

~ Wood Windows, Doors, & Fine Wood Working ~

July 30, 2017

**Window Fabrication Proposal for The Austin Club/ Historic Millet Opera House**

- All wood material will be Mahogany (sashes, jambs, sills, stop, bead)
- Apply borate based preservative to bare wood (prevention of rot and insect damage)
- Weather stripped with concealed interlocking weather stripping
- Glass is Double Pane Low-E
- Prime/paint sashes, jamb, stop, parting bead
- Sarco glazing, hand painted lines
- Spiral balances for bottom sashes – bottom only will function
- Cast Iron sash locks included
- We will remove existing windows and install new windows
- Red River will install using existing interior trim. Exterior brick mold will be replaced

Quantity – 15 Windows	Size	Cost Per Unit	Total
6	39"x81.5"	\$2750	\$16,500
5	34.5" x 78.5"	\$3000	\$15,000
1	38.5" x 102.5" (Transom)	\$3500	\$3500
2	32.5" x 78.5"	\$2750	\$5,500
1	34.5" x 58.5"	\$2000	\$2000
Installation x 15		\$1,500	\$22,500
<b>WINDOWS LUMP SUM:</b>			<b>\$65,000</b>

**TERMS:**

We will proudly honor this estimate for 30 days  
80% due at job start. 20% balance due upon installation.  
All changes shall be made in writing

Approved by owner \_\_\_\_\_ Date \_\_\_\_\_



# Premier Window & Door, LLC

5200 Electric Ave Suite 720

Spicewood

TX 78669

512-264-2288

BILL TO:

SHIP TO:

Customer  
QUOTATION

QUOTE EXPIRES

Quote Not  
Certified

Phone:

Fax:

Phone:

Fax:

QUOTE NAME	PROJECT NAME	CUSTOMER PO#	PRINT DATE
Austin Club	Window Replacement		6/26/2017
QUOTED BY	Salesperson	Bid By	QUOTE NUMBER
Paul Anderson			12856

LineItem #	Description	Net Price	Quantity	Extended Price
100-1		\$1,205.31	6	\$7,231.86

RO:

39" X 81.5"

OA Frame Size

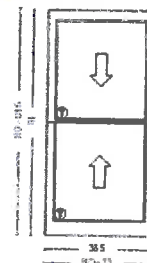
38.5" X 81"

BB Projection

Comment/Room:

None Assigned

Complete Unit, Pine,  
Wood Double Hung Operating, Product Code = DW\*\*\*\*,  
DW\*\*\*\*,  
Sash Split = Even, Frame Width = 38.5, Frame Height = 81,  
Primed Ext, Primed Int., Champagne Hdwr, With Fingerpulls, Taupe JBLN, No Scr, No  
CMB Unit,  
Insulated, LoE366, Temp, Argon Filled, No Tint,  
With Sill Nose, Ext Casing/BKMD = Std Profile, Sill Nose Profile = Std, Ext Casing  
Applied, Jamb Wth = 4 9/16", Jamb Extn Applied,  
Clr Opening Wth = 35.125, Clr Opening Hgt = 35.02637, Clr Opening Sq Ft =  
8.54376,  
OA BKMD Wth = -1, OA BKMD Hgt = -1



LineItem #	Description	Net Price	Quantity	Extended Price
200-1		\$983.81	5	\$4,919.05

RO:

34.5" X 78.5"

OA Frame Size

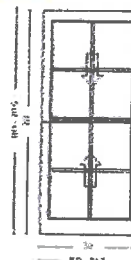
34" X 78"

BB Projection

Comment/Room:

None Assigned

Complete Unit, Pine,  
Wood Double Hung Operating, Product Code = DW\*\*\*\*,  
DW\*\*\*\*,  
Sash Split = Even, Frame Width = 34, Frame Height = 78,  
Primed Ext, Primed Int., Champagne Hdwr, With Fingerpulls, Taupe JBLN, No Scr, No  
CMB Unit,  
Insulated, LoE366, Argon Filled, No Tint,  
7/8" w/Spcr, Trad Ext & Int, Colonial, 2W2H,  
With Sill Nose, Ext Casing/BKMD = Std Profile, Sill Nose Profile = Std, Ext Casing  
Applied, Jamb Wth = 4 9/16", Jamb Extn Applied,  
Clr Opening Wth = 30.625, Clr Opening Hgt = 33.52637, Clr Opening Sq Ft =  
7.130175,  
OA BKMD Wth = -1, OA BKMD Hgt = -1





QUOTE NAME	PROJECT NAME	CUSTOMER PO#	PRINT DATE
* Austin Club	Window Replacement		6/26/2017
QUOTED BY	Salesperson	Bid By	QUOTE NUMBER
Paul Anderson			12856

LineItem #	Description	Net Price	Quantity	Extended Price
300-1		\$1,653.59	1	\$1,653.59

**RO:**

38.5" X 102.5"

**OA Frame Size**

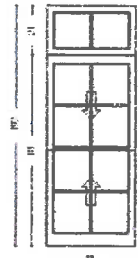
38" X 102"

**BB Projection**

**Comment/Room:**

None Assigned

Complete Unit, Pine,  
Wood Double Hung Operating  
Wood Double Hung Stat, Product Code = Custom Config,  
Unit 1: DW\*\*\*\*  
Unit 2: DWT\*\*\*\*,  
Unit 1: Sash Split = Even, Frame Width = 38, Frame Height = 81  
Unit 2: Frame Width = 38, Frame Height = 21,  
Primed Ext, Primed Int, Beige Sash WS, ., Champagne Hdw, With Fingerpulls, Taupe  
JBLN, No Scr, No CMB Unit,  
Insulated, LoE366, Argon Filled, No Tint,  
Unit 1 Bottom, 1 Top: 7/8" w/Spcr, Trad Ext & Int, Colonial, 2W2H  
Unit 2: 7/8" w/Spcr, Trad Ext & Int, Colonial, 2W1H,  
With Sill Nose, Ext Casing/BKMD = Std Profile, Sill Nose Profile = Std, Ext Casing  
Applied, Jamb Wth = 4 9/16", Jamb Extn Applied,  
Clr Opening Wth = 34.625, Clr Opening Hgt = 35.02637, Clr Opening Sq Ft =  
8.42214,  
Horizontal Factory 0" thick, 38" length,  
OA BKMD Wth = -1, OA BKMD Hgt = -1



LineItem #	Description	Net Price	Quantity	Extended Price
400-1		\$873.15	3	\$2,619.45

**RO:**

32.5" X 78.5"

**OA Frame Size**

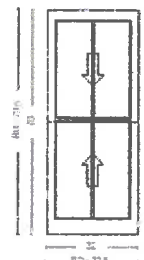
32" X 78"

**BB Projection**

**Comment/Room:**

None Assigned

Complete Unit, Pine,  
Wood Double Hung Operating, Product Code = DW\*\*\*\*,  
DW\*\*\*\*,  
Sash Split = Even, Frame Width = 32, Frame Height = 78,  
Primed Ext, Primed Int., Champagne Hdw, With Fingerpulls, Taupe JBLN, No Scr, No  
CMB Unit,  
Insulated, LoE366, Argon Filled, No Tint,  
7/8" w/Spcr, Trad Ext & Int, Colonial, 2W1H,  
With Sill Nose, Ext Casing/BKMD = Std Profile, Sill Nose Profile = Std, Ext Casing  
Applied, Jamb Wth = 4 9/16", Jamb Extn Applied,  
Clr Opening Wth = 28.625, Clr Opening Hgt = 33.52637, Clr Opening Sq Ft =  
6.664531,  
OA BKMD Wth = -1, OA BKMD Hgt = -1



QUOTE NAME	PROJECT NAME	CUSTOMER PO#	PRINT DATE
Austin Club	Window Replacement		6/26/2017
QUOTED BY	Salesperson	Bid By	QUOTE NUMBER
Paul Anderson			12856
Line/Item #	Description	Net Price	Quantity Extended Price
500-1		\$1,050.10	1 \$1,050.10

**RO:**

34.5" X 58.5"

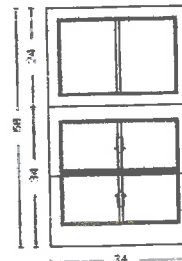
**OA Frame Size**

34" X 58"

**BB Projection**
**Comment/Room:**

None Assigned

Complete Unit, Pine,  
Wood Double Hung Operating  
Wood Double Hung Stat, Product Code = Custom Config,  
Unit 1: DW\*\*\*\*  
Unit 2: DWT\*\*24,  
Unit 1: Sash Split = Even, Frame Width = 34, Frame Height = 34  
Unit 2: Frame Width = 34, Frame Height = 24,  
Primed Ext, Primed Int, Beige Sash WS, ., Champagne Hdw, With Fingerpulls, Taupe  
JBLN, No Scr, No CMB Unit,  
Insulated, LoE366, Argon Filled, No Tint,  
7/8" w/Spcr, Trad Ext & Int, Colonial, 2W1H,  
With Sill Nose, Ext Casing/BKMD = Std Profile, Sill Nose Profile = Std, Ext Casing  
Applied, Jamb Wth = 4 9/16", Jamb Extn Applied,  
Clr Opening Wth = 30.625, Clr Opening Hgt = 11.52637, Clr Opening Sq Ft =  
2.451356,  
Horizontal Factory 0" thick, 34" length,  
OA BKMD Wth = -1, OA BKMD Hgt = -1



CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

We appreciate the opportunity to provide you with this quote!

SETUP:	\$0.00
LABOR:	* \$11,604.00
FREIGHT:	\$0.00
SUB-TOTAL:	\$17,474.05
SALES TAX:	\$1,441.61
<b>TOTAL:</b>	<b>\$30,519.66</b>
DEPOSIT:	(\$0.00)
BALANCE:	\$30,519.66

\* Labor includes removal and replacement of 16 windows, debris removal and all additional materials, insurance, permits/fees and necessary equipment.  
Trim, caulk and paint to be provided by others.

Austin Club to furnish electricity and access to sanitation.



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## PROPOSAL

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TO: Ken  
The Austin Club  
110 E 9th St.  
Austin, TX 78701

Project: Austin Club Windows  
Date: 7/25/2017

*We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:*

**1. Build Window Sash (Commercial) \$34,980.00**

*Description of Services:*

Qty: (31 sash & 15 jambs)

Build sash for a historic window, commercial application made with mortise and tenon joinery from rot-resistant accoya wood. 1-3/4" thick with 3/4" muntins. Sanded and then primed with oil based primer. New glass bedded and glazed with new oil based glazing. Painted 2 coats inside and out with 100% acrylic paint. Lifetime transferrable warranty.

Build jamb for historic double-hung window unit made from 3/4" thick rot-resistant Accoya. Includes two sides, top and sill, parting beads and blind stop. Sides and top include 1/2" groove for parting bead. Parting bead is 1/2" by 13/16". Sides bored for pulleys. Includes mounting hardware. Lifetime transferrable warranty.

Furnish and install 4 press fit pulleys, 4 cast iron sash weights, 1 solid bronze sash lock, 1 solid bronze lift and Sampson spot rope for mechanicals.

THIS SCOPE OF WORK DOES NOT INCLUDE REMOVAL OR INSTALLATION OF WINDOWS. On historic structures the existing conditions are extremely varied and cannot be estimated precisely until demolition begins. Removal and installation will be billed at Time & Materials costs of \$85 per labor hour.

**2. Glass 1/4" Laminated (Qty: 310) \$6,510.00**

*Description of Services:*

Furnish and install 1/4" laminated annealed glass in all windows.

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Subtotal:	\$41,490.00
*0% Tax:	\$0.00
TOTAL:	\$41,490.00

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#### Terms and Conditions

1. THIS RENOVATION CONTRACT ("Contract"), is between Austin Historical having an address at 2117 S Division Ave. Orlando, FL 32805 "Contractor", and the named individual or corporation listed above referred to as "Client" henceforth.

For valuable consideration the parties hereby agree as follows:

2. **SCOPE OF THE WORK:** The Contractor shall provide all labor and materials to perform all work set forth above. Any work not specifically mentioned is NOT included and may be subject to additional charges.
3. **TIME OF COMPLETION:** The work to be performed under this Contract shall be commenced on a time and date mutually agreed to by both the Contractor and the Client. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, inclement weather or general unavailability of materials.
4. **PERMITS:** Contractor shall apply for and obtain such permits and regulatory approval as may be required by the local municipal/county government, the cost thereof shall be included as part of the Project price.
5. **PAYMENT:** A 10% deposit will be required for any Project over \$1,000 in value. The deposit will be applied toward the final contract price. The deposit amount, minus any costs incurred by the Contractor prior to cancellation (ie. mobilization, permits, job materials, etc.) is refundable until 72 hrs prior to the commencement of the Contract. After that time the deposit shall be forfeited. The remaining 90% of the Contract price shall be invoiced as work progresses on the Project on a schedule mutually agreed to by both the Contractor and the Client
6. **LATE PAYMENT/DEFAULT:** A failure to make payment for a period in excess of ten (10) business days from the due date shall be deemed a material breach of this contract. If payment is not made when due, Contractor may suspend all work on the job until such time as all payments due have been made without breach of the Contract pending payment or resolution of any dispute. Client agrees to pay additional fees at the rate of 5% of all payments that are more than ten (10) days late or \$150 per month, whichever is greater.
7. **DESTRUCTION AND DAMAGE:** If the Project is destroyed or damaged for any reason, except where such destruction or damage was caused by the sole negligence of the Contractor or its subcontractors, Client shall pay Contractor for any additional work done by Contractor in rebuilding or restoring the Project to its condition prior to such destruction or damage. If the estimated cost of replacing work already accomplished by Contractor exceeds 20 percent of the Contract price, either the Contractor or Client may terminate this Contract. Upon termination by either party, Contractor shall be excused from further performance under this Contract and Client shall pay Contractor a percentage of the Contract price in proportion to

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the amount of work accomplished prior to the destruction or damage.

8. **INSURANCE:** Contractor shall maintain general liability and workers compensation insurance. Proof of insurance will be delivered to Client within 72 hrs of requests.

9. **ASSIGNMENT:** Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

10. **ATTORNEYS' FEES AND COSTS:** If any party to this Contract brings a cause of action against the other party arising from or related to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

11. **WARRANTY:** Contractor's warranty shall be limited to defects in workmanship within the scope of work performed by Contractor and which arise and become known for one (1) year from the date of completion. Date of completion determined shall be determined by Contractor as all work being duly complete. All defects arising after one (1) year including any defects in material are not warranted by Contractor. Contractor hereby assigns to Owner all warranties on materials as provided by the manufacturer of such materials.

12. **PERFORMANCE:**

1. Contractor may, at its discretion, engage licensed and insured subcontractors to perform work pursuant to this Contract provided Contractor shall remain fully responsible for the proper completion of the Project.

2. All work shall be completed in compliance with all building codes and other applicable laws. To the extent required by law, all work shall be performed by individuals who are duly licensed and authorized as such.

3. Contractor agrees to remove all debris and leave the premises in broom clean condition.

4. Client gives permission to Contractor to place company identifying signage on the premises use any photos or videos of Project for purposes of marketing and portfolio samples in perpetuity.

5. When no specific instructions, conditions, techniques or materials are requested by Client, Contractor shall have the sole authority to make all decisions regarding such items. And any changes or specifications requested after work has begun shall be subject to Contractor's discretion and additional charges.

6. Historic glass is often broken in window and door work and shall be replaced in-kind. If historic glass is broken Contractor shall make every effort to replace with historic glass dependent upon availability.

13. **SAVINGS (SEVERABILITY):** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

14. **INTERPRETATION:**

1. **Entire Agreement.** This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract may only be modified by a written agreement

\_\_\_\_\_  
"Change Order" signed by both parties.

2. Governing Law. This Contract shall be interpreted and governed in accordance with the laws of the State of Florida.

Contractor: Scott Sidler  
Austin Historical

\_\_\_\_\_  
Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: \_\_\_\_\_  
The Austin Club

\_\_\_\_\_  
Date

# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **PROJECT BUDGET & SCHEDULE**

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

Fax: 512-472-6328

## Project Budget and Schedule

Of the 3 proposed bids enclosed, we are recommending the following company be engaged to handle this project:

Red River Restorations (Mr. John Hindman) of Austin, TX. Red River was selected due to the quality and historical correct design and build of proposed windows. Red River will build and install period style windows to historical standards. Mr. Hindman has an excellent reputation and personally oversees all phases of construction from removal of current windows to the build and install of new ones.

The Foundation is pleased to recommend and support and engage a local small business who takes pride in their workmanship.

The proposed budget is as follows:

Grant Funded:	\$58,000
<u>Foundation Funded:</u>	<u>\$ 7,000</u>
Total cost of project:	\$65,000

The Project will begin with signing of proposed bid within month of grant being awarded.



# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **PROOF OF OWNERSHIP/LEASE**

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

Fax: 512-472-6328

STATE OF TEXAS       §     LEASE AGREEMENT BETWEEN  
                         §     THE AUSTIN INDEPENDENT SCHOOL  
COUNTY OF TRAVIS   §     DISTRICT AND THE AUSTIN CLUB

This lease agreement is made and entered into on the date last herein written by and between the Austin Independent School District, an independent school district existing in Travis County, Texas, pursuant to the laws of the State of Texas, hereinafter referred to as Lessor, and The Austin Club, a Texas non-profit corporation doing business in Travis County, Texas, hereinafter referred to as Lessee:

1. Demise - Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described real property located in Travis County, Texas, more particularly described as follows, to-wit:

The Old Millett Opera House, being all that portion of Lots Nos. 9, 10, 11 and 12, Block No. 111, City of Austin, Texas, more particularly described on Exhibit "A" attached hereto and incorporated for all purposes.

together with all rights, privileges and appurtenances thereto and all of Lessor's buildings, improvements made by Lessee or Lessor or others, equipment and other property now located on said real property and owned by Lessor, said real property, improvements and equipment hereinafter collectively referred to as "Premises" or "Leased Premises." The term "improvements" shall mean all of the Leased Premises except the real property.

2. Term of Lease - This lease shall be effective and its term shall commence on April 1, 1980 and shall end fifty (50) years after the date of its commencement.

3. Rent

A. Monthly Rental for the period from commencement of this lease until occupancy of the Leased Premises by Lessee - The monthly rental for the period commencing April 1, 1980 until the date on which the premises are occupied by Lessee shall be FIVE HUNDRED DOLLARS (\$500.00) per month. The first months rental shall be tendered by Lessee to Lessor at the time of execution of this Lease. This monthly rental shall not extend past twenty-four (24) months from the date of commencement of this Lease.

B. Monthly Rental After Occupancy Of The Leased Premises - Commencing on the first day of the first month after occupancy of the Leased Premises by Lessee, or on the date of occupancy of the Leased Premises by Lessee if the Leased Premises are occupied on the first day of the month, the monthly rental shall be the sum of TWO THOUSAND SEVENTY DOLLARS (\$2,070.00) per month. Said monthly rental shall be subject to escalation as provided herein-after. The monthly rental shall not be escalated for a period commencing on the date of execution of this Lease and ending five (5) years after date of execution of this Lease.

C. Increase In Monthly Rental - The monthly rental as set out in paragraph II - B herein shall be adjusted on the fifth (5th) anniversary date of this Lease and at five (5) year intervals thereafter. On each of these anniversary dates, the monthly rental shall be adjusted by one-half (1/2) of the proportion that the U. S. City Average Consumer Price Index of the United States Department of Labor, Bureau of Labor and Statistics, in effect on the date of execution of this Lease bears to the said U. S. City Average Consumer Price Index in effect on each anniversary date. The monthly rental shall never be reduced even if the said U. S. City Average Consumer Price Index is below the U. S. City Average Consumer Price Index in effect at any time during this Lease. It is agreed that within ninety (90) days after execution of this Lease, the parties shall exchange letters agreeing to the U. S.

City Average Consumer Price Index in effect on the date of execution of this Lease. If the said U. S. City Average Consumer Price Index shall no longer be published, then the index most closely resembling the said index which shall then be published by an appropriate agency of the United States government at such time shall be used in computing said monthly rental.

D. Miscellaneous Rent Provisions - All payments of rental hereunder shall be made to Lessor as the same shall become due in lawful money of the United States, at Lessor's offices located at 6100 Guadalupe, Austin, Travis County, Texas, or such other address in Travis County, Texas as may be designated in writing by Lessor.

E. Late Charges - Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to additional overhead and salary expenses relating to late payments, the inconvenience and cost to Lessor timely performing its own obligations and unusual processing and accounting charges as may be incurred by Lessor because of said late payments. Accordingly, if any installment of rent or any other sum due from Lessee to Lessor under this Lease shall not be received by Lessor or Lessor's designatee within ten (10) days after such amount shall be due, Lessor shall pay to Lessee a late charge equal to ten percent (10%) of such overdue amount. Similarly, if Lessee shall fail timely to perform or pay any of its obligations hereunder and Lessor shall perform or pay same, then Lessee shall pay to Lessor a late charge equal to ten percent (10%) of the cost of such performance or payment. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment or performance by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount and shall

not prevent Lessor from exercising any of the other rights and remedies granted in this Lease.

4. Improvements to Existing Structure

A. Intent of Lessee to Make Improvements - Lessee and Lessor acknowledge that Lessee intends to make substantial improvements in the structure now existing on the Leased Premises. Lessee acknowledges that the structure has been designated as an historical structure by the State of Texas and the City of Austin and as such certain statutes, laws, rules, regulations and ordinances govern the actions that can and cannot be undertaken with regard to the structure.

B. Prior Approval of Lessor Concerning Improvements - Lessor shall have the right to approve all improvements prior to work being done on the Leased Premises. Lessor's consent shall not be unreasonably withheld. Lessor acknowledges that Lessee intends to convert the structure to a private club facility and makes certain improvements including the provision of dining facilities.

C. No Assumption of Liability by Lessor - The right to approve all improvements and repairs made on the structure shall not make Lessor a guarantor, warrantor, architect, engineer or other party in responsibility for the value of the value, workmanship, performance, quality or type of the improvements.

D. No Cost to Lessor - Lessor shall bear no costs of any kind in connection with the improvements and repairs to be made by Lessee.

5. Utilities and Taxes - Lessee shall be solely responsible for paying all costs of utilities, including electric, water, gas, trash collection, telephone and all other utilities, including deposits, connection charges, and monthly charges and all other charges of whatever kind and nature involved with the supplying of utilities to the Premises.

In the event any taxes are assessed by any governmental entity on the Premises, or on Lessee's interest in the Premises

or on any personal property located on the Premises, Lessee shall be solely responsible for payment of all such taxes. Lessor agrees that Lessee shall have the right, at Lessee's sole cost and expense, to contest the legality of any taxes which are to be paid by Lessee pursuant to the foregoing provisions, and in the event of any such contest, the failure on the part of Lessee to pay any such tax, prior to the delinquency date thereof, shall not constitute a default hereunder. Lessee, upon final determination of such contest, shall immediately pay and discharge any judgment rendered against it, together with all costs and charges incidental thereto. Lessor further agrees, at the request of Lessee, to execute, or join in execution of, any instrument or documents necessary in connection with any such contest, but at no expense to Lessor; provided, however, that under no circumstances shall Lessor join in any contest which directly or indirectly involves Lessor or the payment of taxes by Lessor.

#### 6. Insurance

A. Upon commencement of the date for the payment of rental under this Lease, April 1, 1980, Lessee shall obtain fire and extended coverage insurance covering the full replacement cost or the full insurable value, whichever is the higher, of the structure located on the Leased Premises. Further, Lessee shall maintain in full force and effect during the term of this Lease and any extensions thereof such fire and extended coverage insurance covering all improvements, structures and contents thereof on the Leased Premises on a full insurable value basis, insuring against all risks of direct physical loss, and excluding only such unusual perils as nuclear attacks, earth movements, flood and war. In addition, Lessee shall obtain and maintain during the term of this Lease bodily injury, property damage and comprehensive public liability insurance with a combined single limit coverage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00). All said insurance obtained and maintained by Lessee during the term of this Lease and any extensions hereof shall be Lessee's

B. Lessee shall deliver to Lessor a duplicate original of each such policy, or in lieu thereof, a certificate issued by the issuer of such policies. Each such policy or certificate shall provide that the same shall not be cancelled without at least ten (10) days prior written notice to Lessor and shall name Lessor as an additional insured thereunder. Lessee shall furnish to Lessor from time to time promptly upon request being made therefor a certificate evidencing the carrying of insurance as required hereunder, endorsed to require at least ten (10) days notice to Lessor prior to any cancellation or reduction of coverage. Not less than fifteen (15) days prior to expiration of any such insurance policy, certificates of insurance (bearing notations evidencing the payment of renewal premiums) shall be delivered to Lessor if so requested.

C. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares and merchandise in, upon or about said Premises from any cause arising at any time, and Lessee shall hold Lessor harmless from any damage or injury to any person or to the goods, wares and merchandise of any person arising from the use of the Premises by or under Lessee or from the failure of Lessee to maintain the Premises in the manner herein required. Lessee acknowledges that its agents, officers, directors or employees have inspected the Premises and are familiar with the existing condition of the Premises. Lessee agrees to protect, indemnify and save harmless Lessor from and against any and all liability, penalties, losses, damages, costs, expenses, claims, demands and causes of action of any nature whatsoever, and any expense incident to the defense by Lessor of any such demand or action for injury to or death of any person or loss or damage to property occurring on or about the Premises during the term of this Lease, whether arising from the condition of the Premises or from any other cause.

7. Use of the Premises - The Premises shall be used only for the following purposes:

A. The operation of a private club for members and guests of the Austin Club.

B. Any other use approved by Lessor as provided herein. Such approval shall not be unreasonably withheld.

C. Lessee shall use the Premises only for purposes and in a manner which does not violate any law, ordinance or administrative regulation applicable to Lessor, Lessee or the Premises.

8. Maintenance and Repair

A. From and after commencement of the term of this Lease, Lessee shall, at its expense, maintain the Leased Premises and all improvements thereon, including improvements, equipment and fixtures installed by Lessee, in the same condition in which the Premises was received or the condition of the improvements, fixtures and equipment at the time of installation by Lessee, reasonable wear and tear, depreciation and casualty loss excepted. Lessor shall not be called upon to make any improvements or repairs in or upon the Leased Premises during the term of the lease because Lessee specifically accepts the building in an "as is" condition. Lessee shall care for the grounds on the Premises and will keep the whole of the property in a clean, neat and sanitary condition. This provision shall not prevent Lessee from conducting repairs and improvements on the Premises in accordance with this Lease nor shall this provision require immediate renovation and maintenance of the improvements until such time as the repairs and improvements contemplated by Lessee are completed.

B. Lessee covenants and agrees to pay promptly when due all claims for work and materials furnished in connection with the maintenance of said improvements and the construction of improvements on the Premises, and Lessee shall not permit or suffer any liens or encumbrances to be attached to the Premises, and shall indemnify and save harmless Lessor against loss therefrom.



9. Damage or Destruction of Building Located on the Premises

A. In the event the building located on the Premises is materially damaged or destroyed prior to the time Lessee is to commence lease payments pursuant to the terms of this Lease, either Lessor or Lessee, at the option of either, may terminate this Lease Agreement and cancel all obligations between the parties hereto. In the event neither party desires to terminate this Lease Agreement, this Lease Agreement shall remain in full force and effect and Lessee shall take the Premises in existing "as is" condition at the time of commencement of the rental. In the event no notice to terminate this Lease is given prior to the date for commencement of the rental payments, this Lease shall be deemed to be in full force and effect.

B. In the event that any of the improvements on the Leased Premises are damaged, destroyed or lost as a result of any casualty during the term of this Lease, Lessee shall forthwith repair, restore and reconstruct said damaged or destroyed improvements so that upon completion thereof said improvements will be substantially the same as those that existed before the occurrence of said damage or destruction. However, upon Lessor's prior written consent, the improvements may be rebuilt or may be constructed in a manner different from those now existing upon the Leased Premises. Lessee shall commence such repairs, restoration or reconstruction within sixty (60) days following the occurrence of the damage or destruction and thereafter diligently prosecute the same to completion. All costs and expenses involved in encompassing said repairs, restoration and reconstruction shall be borne by Lessee.

10. Assignment and Subletting - Lessee shall have no right to assign or sublet the Premises or any part thereof except after the prior written approval of Lessor.

11. Lessor's Rights Upon Default - The parties hereto expressly agree that if default be made in the payment in the rent as above provided, or any part thereof, or in any of the

covenants and agreements herein contained, to be kept by Lessee, and if such default shall, after notice thereof to Lessee, continue for thirty (30) days or more, Lessor, its agents or assigns, may at any time thereafter, pursue any or all remedies available at law or hereinafter set forth. Lessor shall have in addition to all rights given by law cumulative to each other and not in the alternative, any of the following remedies:

A. To terminate this Lease, provided, however, no action of Lessor shall be construed as an exercise of Lessor's right to terminate this Lease unless and until Lessor serves written notice of termination upon Lessor.

B. To do any act which Lessee is required to do and failed to do and recover the cost thereof from Lessee, together with interest thereon at ten (10%) percent per annum, and the same shall be due and payable to Lessor upon demand.

C. To recover possession of the Premises without termination of this Lease and to rent the Premises to other persons either for the remainder of the term or for periods extending beyond or less than the term herein provided, in Lessor's name, with Lessor to receive the proceeds therefrom and to recover from Lessee from time to time the difference between the rent and other costs and charges herein provided for the remainder of the term and the proceeds of such renting by Lessor; all costs and expenses incurred in connection therewith, including but not limited to brokerage fees and attorney's fees, to be borne by Lessee. If Lessor leases or rents the Premises for more than the fixed rental and additional payments and charges, Lessee shall have no right or claim to any excess.

If the Lessee, during the term of this Lease or any extension thereof, shall file a voluntary petition in bankruptcy or shall make an assignment for the benefit of creditors or shall be placed in receivership or be adjudicated bankrupt or insolvent, Lessor shall have the right and option to terminate and end this Lease by serving upon Lessee five (5) days notice to that effect,

and upon the expiration of said five (5) days, the terms of this Lease shall cease, terminate and end in the same manner and with the same effect as though the terms were cancelled for failure of Lessee to comply with terms, conditions and covenants thereof, as set forth hereinabove; and Lessor shall have the right to remove all persons, goods and chattels from the Premises by force or otherwise without liability or damage.

Lessee shall obtain from any person, corporation, partnership, business or institution financing the purchase of the furniture, fixtures, equipment and signs for the Premises, its written agreement that it will notify Lessor of any default by Lessee in the payment of said purchase money obligations and shall entitle Lessor to fifteen (15) days after said notice to cure such default, and Lessor shall be entitled to demand immediate repayment from Lessee of any amounts so advanced by Lessor with interest thereon at ten (10%) percent per annum until paid, or, at Lessor's option, shall notify Lessee that such failure is a default under the terms of this Lease, as if Lessee had failed to pay the rent specified hereunder.

12. Holding Over - In the event Lessee shall continue to occupy the Premises after the expiration of the term of this Lease, Lessor may consider such holding over as an act of default and use any remedy provided in Paragraph 11 herein, or may deem such holding over to have created a month-to-month tenancy subject to all the terms and conditions of this Lease. This month-to-month tenancy may be terminated by either party upon thirty(30) days written notice to the other.

13. Right of Quiet Enjoyment; Suitability for Use and Warranties - No other warranty of any kind or nature, including, without limitation, any warranty of suitability for use is intended by Lessee or warranty of habitability, are expressly waived by Lessee and the parties agree that no express or implied warranty of any kind other than those specifically set out herein as granted by this Lease Agreement or by Lessor to Lessee.

14. Right to Terminate Lease

A. Lessor shall have the right to terminate this Lease and require vacation of the Leased Premises by Lessee by giving Lessee written notice directing Lessee to vacate the Premises one (1) year from the date of the giving of the notice. Lessor agrees that it will not exercise this right to require Lessee to vacate the Leased Premises unless it is determined by Lessor that it is necessary to use the Leased Premises as a school facility. The term "school facility" as used herein shall mean a facility for the instruction of students and shall not be deemed to include administrative offices, warehouse space or maintenance facilities. In the event Lessor gives such notice and demands that Lessee vacate the Leased Premises, Lessor will pay to Lessee the market value of the improvements installed on the Leased Premises by Lessee less any depreciation taken by Lessee on said improvements. The amount paid by Lessor to Lessee in connection with the improvements shall not exceed the book value as reflected on the accounting records maintained by Lessee. This Lease shall be terminated on the date on which Lessee is to vacate the Premises pursuant to the notice provided for herein.

15. Entry and Inspection - Lessor reserves the right from time to time to enter upon the Premises at all reasonable times to inspect the Premises or for such other purposes as Lessor may reasonably determine.

16. Notices - All notices and other communications required under this Lease shall be in writing and delivered either personally or by depositing same, postage prepaid, in the United States mail addressed to the party hereto to whom the same is directed at the following address:

To Lessor at: Superintendent of Schools  
Austin Independent School District  
Irby B. Carruth Administration Bldg.  
6100 Guadalupe Street  
Austin, Texas 78752

To Lessee at: The Austin Club  
P.O. Box 1787  
Austin, Texas 78767

17. Waiver - The waiver by either party hereto of any breach of any term, covenant or condition of this Lease to be performed by the other, shall not be deemed to be waiver of any subsequent breach thereof.

18. Successors - The terms, covenants and conditions herein contained shall inure to the benefits of the heirs, administrators, executors, successors and assigns of each of the parties hereto.

19. Method of Obtaining Approval from Lessor - Where any approval, including prior written approval, is to be given by Lessor the following procedure shall be followed:

A. Lessee shall deliver to Lessor (to the attention of the Superintendent) a request for approval together with all necessary supporting or descriptive information to Lessor.

B. If Lessor needs additional time to consider the request for approval, within five (5) days after receipt of the information and request for approval, Lessor may notify Lessee that it will require an additional time period, not to exceed thirty (30) days, to consider the request for approval.

C. If Lessor does not notify Lessee as set out in Paragraph B, and Lessor does not notify Lessee that it disapproves within fifteen (15) days after receipt by Lessor of the request for approval, or within fifteen (15) days after any extension of time up to thirty (30) days, the approval shall be deemed to have been granted.

D. If Lessor notifies Lessee that Lessor requires additional time to consider the approval and the request for approval is not disapproved within the additional time, the approval shall be deemed to have been granted by Lessor.

E. Approval shall not be unreasonably withheld by Lessor.

20. Condemnation

A. The term "condemnation" as used in this Lease shall mean the exercise of the power of eminent domain by any person, entity, body or agency or authority, or private purchase

in lieu of eminent domain, and the date of condemnation shall mean the day on which the actual physical taking of possession pursuant to the exercise of said power of eminent domain, or private purchase in lieu thereof, occurs, or the date of settlement or compromise of the claims of the parties thereto during the pendency of the exercise of said power, whichever first occurs, and property is deemed "condemned" on said date.

B. In the event the entire Leased Premises are taken, or a substantial part thereof is taken, so that said Leased Premises are no longer suitable for continuation of the business then being conducted thereon, then, in either event, this Lease shall terminate on the date of condemnation.

C. In the event only a part of the Leased Premises is so taken and the remaining part thereof in Lessee's reasonable opinion, remains reasonably suitable for Lessee's continued occupancy and conduct of its business thereon, this Lease shall, as to the part so taken, terminate on the date of condemnation, and the monthly rental shall thereupon be reduced in the same proportion that any number of square feet of the building on the Leased Premises.

D. Lessee and Lessor shall each be entitled to receive and retain such separate awards and portions of lump-sum awards including severance damages, if any, as may be allocated to their respective interest in any condemnation proceedings. Lessee shall also be entitled to any award made to it for depreciation to or loss of the cost of removal of furniture, fixtures, equipment and inventory. Termination of this Lease shall not affect the rights of the respective parties to such awards.

E. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provision of this paragraph.

21. Financing of Leasehold Improvements by Lessee. Notwithstanding anything in this Agreement to the contrary, Lessee shall be entitled to grant a security interest on improvements installed in the Leased Premises by Lessee. Any security interest granted



by Lessee shall be coupled with an agreement by any holder of the security interest to the effect that the holder will not remove or use any property in which it has a security interest if the removal or use would impair, destroy, damage, waste or reduce the value of the Leased Premises. Lessor will enter into an agreement with any entity providing financing to Lessee providing that this Lease may be assigned as collateral to secure obligations of Lessee and in the event of default by Lessee to the security interest holders, the sole remedy of the security interest holders shall be foreclosure upon the leasehold estate of Lessee and assumption of Lessee's rights under this Lease Agreement and by performance of Lessee's obligations under this Lease Agreement, the security interest holder may maintain the Lease in force pursuant to its terms.

This paragraph shall control over any provisions governing assignment of this Lease.

22. Miscellaneous

A. Captions - The captions for each of the sections of this Lease are intended for convenience only and are in no way to be construed as a part of this Lease or as a limitation on the scope of any particular section to which they may be deemed to refer.

B. Binding Effect - All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, legal representatives, successors, and assigns of the parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided herein.

C. Time - Time is of the essence of this Lease and all of its provisions.

D. Sale By Lessor - In the event of a sale or conveyance by Lessor of the Leased Premises, the same shall operate to

release Lessor from any and all liability under this Lease. This Lease shall not be affected by any such sale, and Lessee agrees to continue to be bound to this Lease and all its terms and conditions, provided that the purchaser of the Leased Premises shall likewise be bound as Lessor herein.

E. Construction and Severability - The neuter gender as used herein includes the masculine and feminine, and the masculine gender includes the neuter and feminine. The parties agree that if any term, covenant or condition herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition herein contained shall not effect the remainder of this Lease.

F. No Partnership or Joint Venture - Nothing herein contained shall be construed so as to constitute a joint venture or partnership between Lessor and Lessee.

G. Laws Governing - The laws of the state in which the Lease Premises is located shall govern the validity, performance and enforcement of this Lease.

H. No Offer - The submission of this Lease for examination does not constitute an offer to lease, or a reservation of or option for the premises described herein as the Leased Premises, and this Lease becomes effective only upon execution and delivery thereof by both Lessor and Lessee.

I. Waiver - Lessee expressly waives any right to withhold rentals obligated to be paid hereunder, or to assert setoff of the same as the result of any asserted breach by Lessor of Lessor's obligations hereunder.

J. No Agent - Nothing herein shall constitute either party to this Lease as the agent of the other.

EXECUTED in multiple originals by Lessee on this the 8<sup>th</sup> day of OCTOBER, 1979.

THE AUSTIN CLUB

ATTEST:  


By Charles B. [Signature]  
Its President

EXECUTED in multiple originals by Lessor on this the 8th  
day of October, 1979.

AUSTIN INDEPENDENT SCHOOL DISTRICT

By Marvin C. Griffin  
PRESIDENT BOARD OF TRUSTEES  
AUSTIN INDEPENDENT SCHOOL DISTRICT

ATTEST:

By Deborah K. Hill  
SECRETARY BOARD OF TRUSTEES  
AUSTIN INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally  
appeared Rev. Marvin C. Griffin, President of the Board of  
Trustees, known to me to be the person and officer whose name is  
subscribed to the foregoing instrument, and acknowledged to me  
that he executed the same for the purposes and considerations  
therein expressed, and in the capacity therein stated as the act  
and deed of said school district.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of  
October, 1979.

William H. Bingham  
Notary Public in and for  
Travis County, Texas

WILLIAM H. BINGHAM  
NOTARY PUBLIC FOR TRAVIS COUNTY, TEXAS  
My Commission Expires: MY COMMISSION EXPIRES

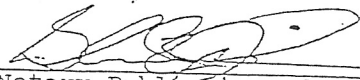
STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally  
appeared Charles B. Alexander, known to me to be the person  
and officer whose name is subscribed to the foregoing instrument,  
and acknowledged to me that he executed the same for the purposes

and considerations therein expressed, and in the capacity therein  
stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8<sup>th</sup> day of  
OCTOBER, 1979.

  
\_\_\_\_\_  
Notary Public in and for  
Travis County, Texas  
Glenn E. Johnson

My Commission Expires: 10-20-80

# METCALFE ENGINEERING CO.

1710 EVA STREET

PHONE HI 2-5363 - CR 6-1579

AUSTIN, TEXAS 78704

FIELD NOTES OF A SURVEY OF 696.9 SQUARE FEET OF LAND, BEING A PORTION OF THAT TRACT OF LAND OUT OF LOTS #9, #10, #11 AND #12, BLOCK #111, ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A DEED FROM VON BOECKMANN JONES CO. TO AUSTIN PUBLIC SCHOOLS AS RECORDED IN VOLUME 643, PAGE 286, TRAVIS COUNTY DEED RECORDS, AS SURVEYED FOR THE CITY NATIONAL BANK BY THE METCALFE ENGINEERING COMPANY, 1710 EVA STREET, AUSTIN, TEXAS.

Beginning at an iron stake for an interior corner of that portion of Lots #9, #10, #11 and #12, Block #111, Original City of Austin Travis County, Texas, as described in a deed from Von Boeckmann Jones Co. to Austin Public Schools as recorded in Volume 643, Page 286, Travis County Deed Records, and from which beginning iron stake the southeast corner of Lot #12, Block #111, Original City of Austin bears S 19° 00' 28.00 feet and S 71° 08' E 100.00 feet, said beginning iron stake being also 28.00 feet N 19° 00' E from the southeast corner of that portion of Lots #9, #10, #11 and #12, Block #111 as described in said deed to Austin Public Schools as recorded in Volume 643, Page 286, Travis County Deed Records, said beginning iron stake being also a corner in the westerly line of that portion of Lots #10, #11 and #12, Block #111, Original City of Austin, Texas as described in a deed from Oliver Addison Taylor et ux to Helen Bouldin Bransford as recorded in Volume 1996, Pages 539-542, Travis County Deed Records, and being also described in a deed from Oliver Addison Taylor et ux to Gladys McNutt Bouldin as recorded in Volume 1996, Page 543, Travis County Deed Records;

(1) THENCE N 19° 00' E 104.70 feet to a point at the intersection of the westerly prolongation of the north line of that portion of said Lots #10, #11 and #12, Block #111 as described in said deeds in Volume 1996, Pages 539-542 and in Volume 1996, Page 543, Travis County Deed Records;

(2) THENCE with the westerly prolongation of the north line of said portion of Lots #10, #11 and #12, Block #111, S 71° 08' E 7.00 feet;

To an iron stake in the east line of that portion of Lots #9, #10, #11 and #12, Block #111, Original City of Austin as conveyed to Austin Public Schools in said deed as recorded in Volume 643, Page 286, Travis County Deed Records, said iron stake being also the northwest corner of that portion of Lots #10, #11 and #12, Block #111, Original City of Austin as described in said deeds in Volume 1996, Pages 539-542 and in Volume 1996, Page 543, Travis County Deed Records, said iron stake being also the southwest corner of that portion of Lots #9 and #10, Block #111, Original City of Austin as described in a deed from Mary O. Bunton et vir to Carl Mayer as recorded in Volume 218, Page 484, Travis County Deed Records;

THENCE with the east line of the said Austin Public School tract and the west line of that portion of said Lots #10, #11 and #12, Block #111 as described in said deeds in Volume 1996, Pages 539-542, and in Volume 1996, Page 543, Travis County Deed Records, courses numbered 3-6 inclusive, as follows:

(3) S 19° 00' W 86.7 feet to an iron stake in the south line of Lot #11 and the north line of Lot #12, Block #111, Original City of Austin;

(4) N 71° 08' W with the south line of said Lot #11 and the north line of said Lot #12 2.00 feet to an iron stake;

(5) S 19° 00' W 18.00 feet to an iron stake;

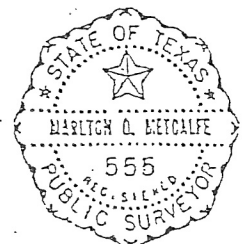
(6) N 71° 08' W 5.00 feet to the place of the beginning, containing 696.9 square feet of land.

Surveyed July 22, 1966.

METCALFE ENGINEERING COMPANY

By *Marlton O. Metcalfe*  
Marlton O. Metcalfe  
Registered Public Surveyor

FB 466, p 37  
FB 259, p 30  
Plans #8137 and #5754





# **The Foundation for the Preservation of the Historic Millett Opera House**

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## **PLANS AND SPECIFICATIONS OF PROPOSED WORK**

- Description of Proposed Work.
  - \*Window Replacement
- Photos of Areas That Will Be Done.
  - \*Windows

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

Phone: 512-477-9496

Fax: 512-472-6328

# **The Foundation for the Preservation of the Historic Millett Opera House**

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The Foundation for the Preservation of the Historic Millett Opera House is respectfully requesting a grant in the amount of \$58,000 to address the replacement of 15 windows located around the Millett Opera House building.

This request is due to the fact that the existing wood windows, sashes, frames and seals are showing signs of extensive rot. In some, due to these circumstances, water has begun to penetrate into the interior plaster walls, showing beginning signs of plaster damage.

During the review & discovery period, it was determined by window restoration experts, that the single pane wood windows were probably replaced or repaired sometime in the late 70's when the Austin Club started renovations on the Historic Millett Opera House.

The experts determined the current wood windows were replaced using vinyl tracking along with stapled wood moldings holding the glass to the sashes. This was the style of that period. We recommend replacing the 15 windows with period correct style tracking along with period style locking mechanisms.

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110 E. 9<sup>th</sup> Street – Austin, TX – 78701

Email: [Kenr@austinclub.com](mailto:Kenr@austinclub.com)

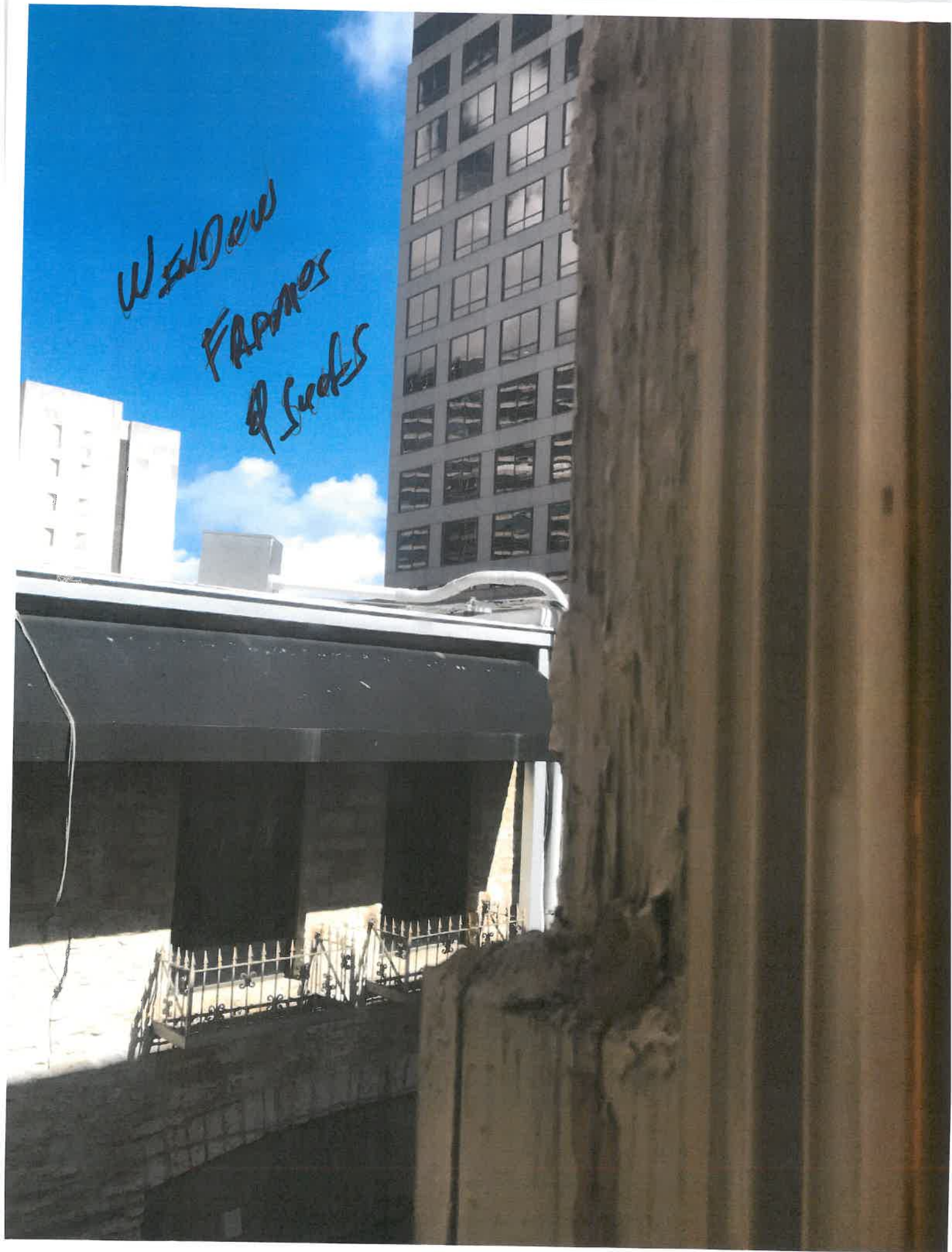
Phone: 512-477-9496

Fax: 512-472-6328

Window  
Frames &  
Seals

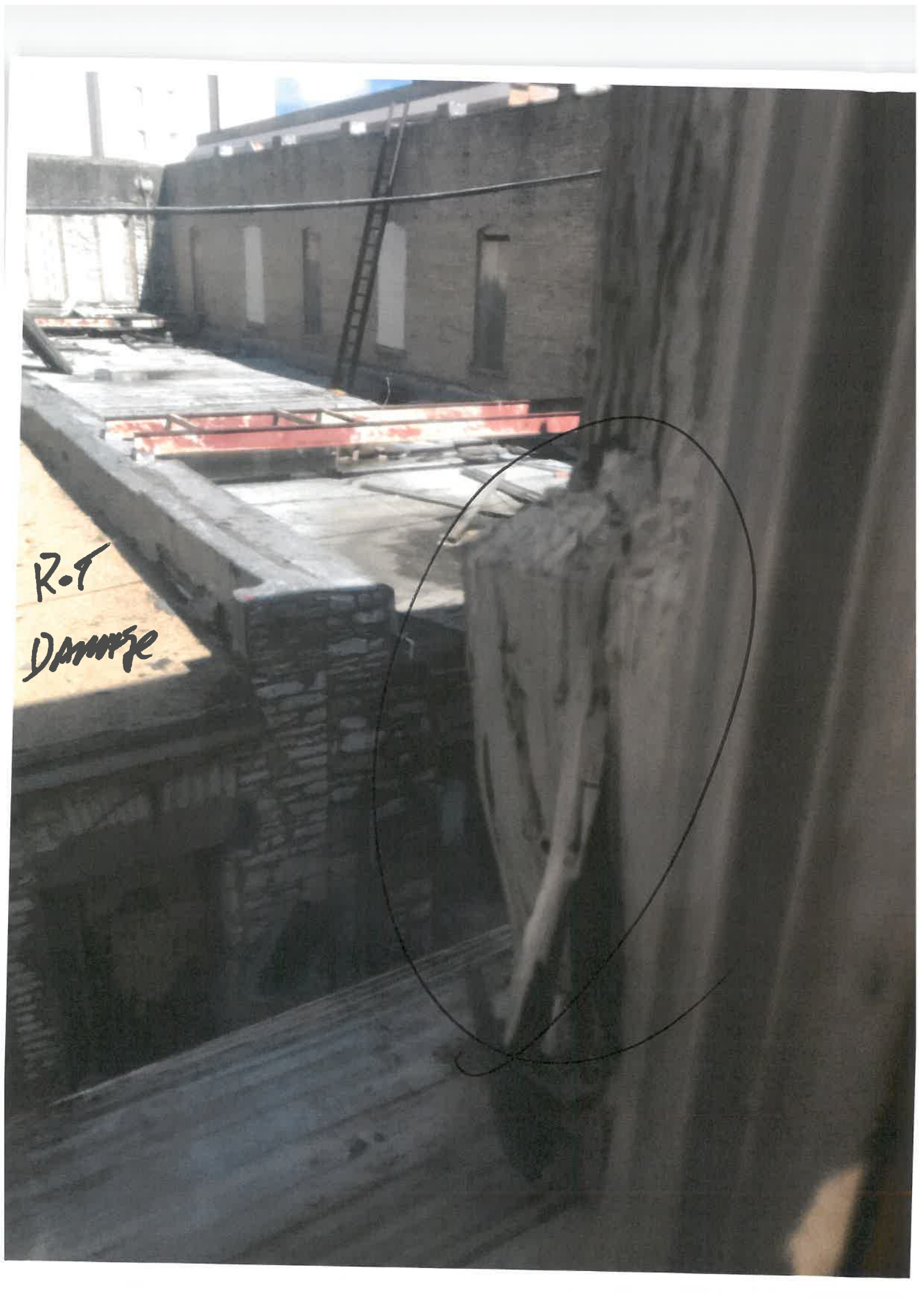


Window  
FAPROS  
& Sucks





R.T  
Damage



INSIDE DAMAGE  
TO WALLS



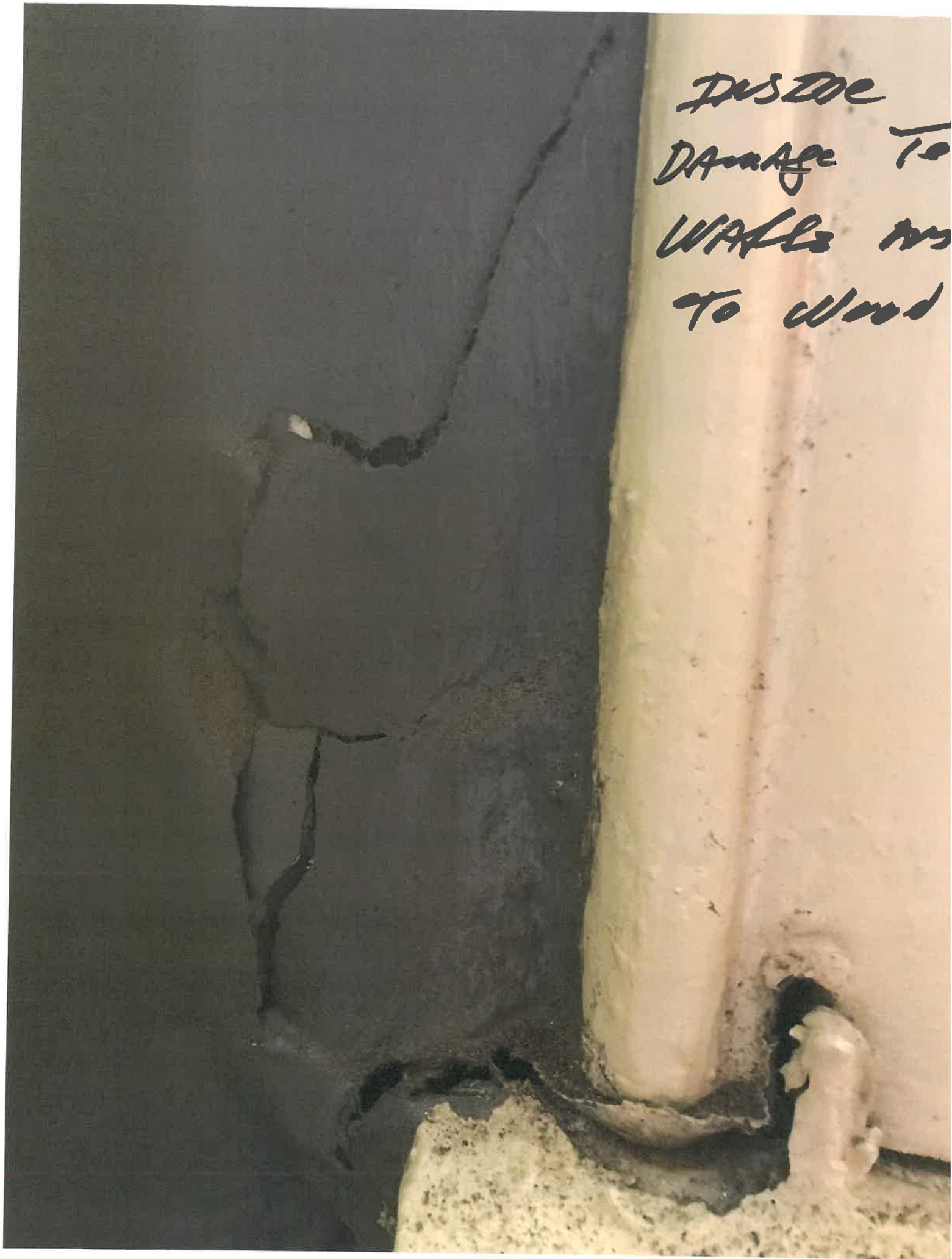


INSIDE Damage To WATER



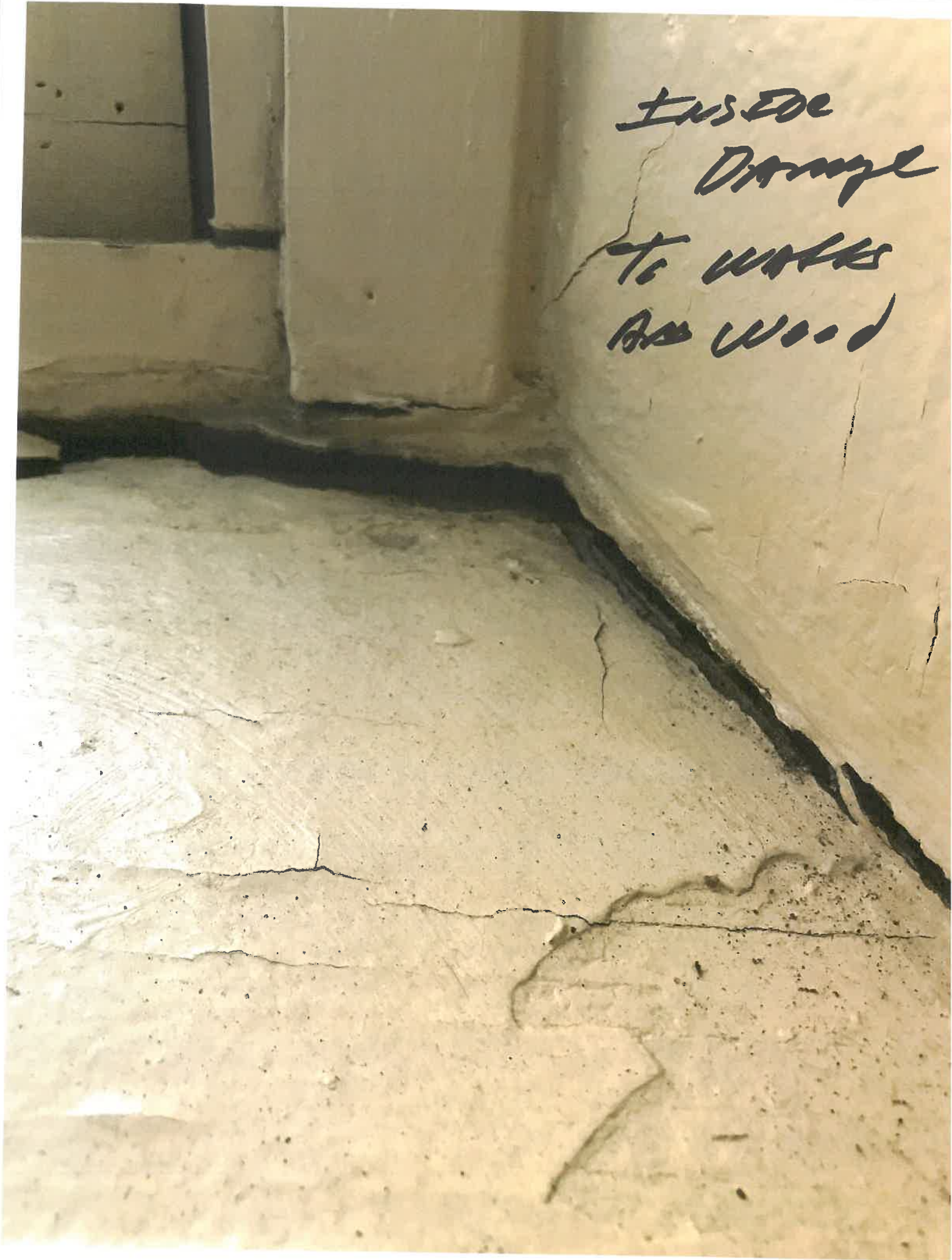
WATER  
STAIN &  
Damage  
To INSIDE  
WALLS

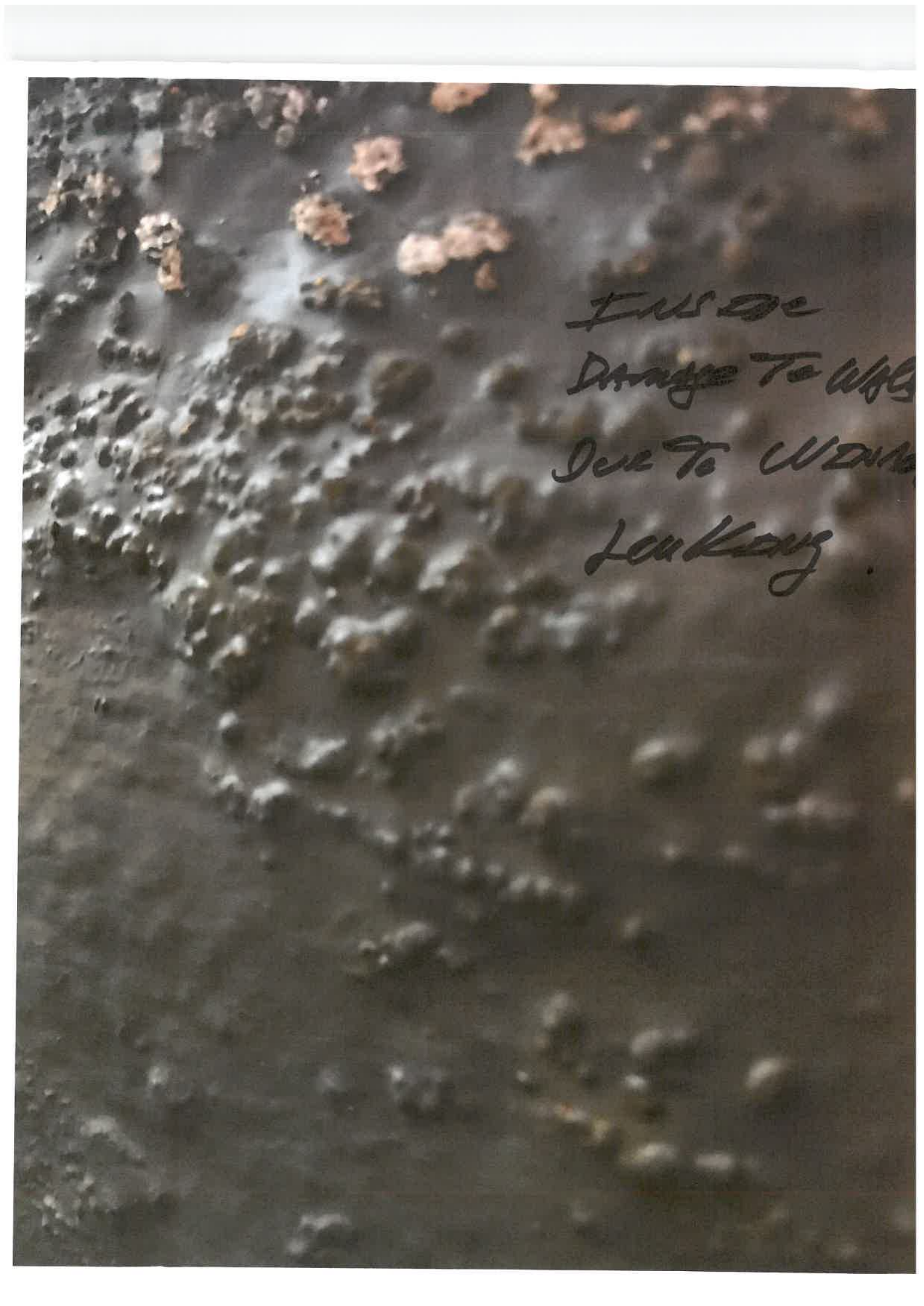
INSIDE  
DAMAGE TO  
WALLS AND  
TO WOOD





Inside  
Damage  
to walls  
As wood





Inside  
Damage To Walls  
Due To Water  
Leaking