SW/vv
08/13/15
Item #10

AN ORDINANCE 2015-08-13-0690

AUTHORIZING AN AMENDMENT TO EXTEND THE TERM OF THE PHIL HARDBERGER PARK CARETAKER LEASE AGREEMENT WITH DALE CHUMBLEY THROUGH SEPTEMBER 30, 2017, AND MODIFYING THE LEASED PREMISES FROM APPROXIMATELY 3.0 ACRES TO 1.643 ACRES.

* * * * *

WHEREAS, in 2007, a Caretaker Lease Agreement was authorized with Dale Chumbley ("Caretaker") at the Phil Hardberger Park property and was renewed through August 31, 2015; and

WHEREAS, the City desires to retain the services of the live-in Caretaker for the property within the modified premises at Phil Hardberger Park through September 30, 2017; and

WHEREAS, under the terms of the agreement, the Caretaker will continue to reside at the historic Voelcker homestead and will pay all utilities while maintaining and monitoring the leased premises; and

WHEREAS, the Caretaker will continue to pay $100.00 in rent per month; and

WHEREAS, maintaining the Caretaker's services will assist Park Police and Park Operations in monitoring the leased premises which is currently not open for public use; and

WHEREAS, an older historic limestone house, a historic dairy barn and a chicken coop are located within the Caretaker's current leased premises which will be modified in order to proceed with additional planning, development and restoration activities within the park as outlined in the adopted master plan; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, or the Director of the Parks and Recreation Department or his designee, is authorized to execute an amendment to extend the term of the Phil Hardberger Park Caretaker Lease Agreement with Dale Chumbley through September 30, 2017, and modifying the leased premises from approximately 3.0 acres to 1.643 acres. A copy of the lease agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 226000000000 and General Ledger 4407720.

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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 is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 13th day of August, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**10 (in consent vote: 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21)**
Date:	08/13/2015
Time:	01:41:04 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an amendment to extend the term of the Phil Hardberger Park Caretaker Lease Agreement with Dale Chumbley through September 30, 2017, and modifying the leased premises from approximately 3.0 acres to 1.643 acres. [Xavier D. Urrutia, Interim Assistant City Manager; Janet A. Martin, Acting Director, Parks and Recreation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

AMENDMENT #1 TO CARETAKER LEASE AGREEMENT

AT PHIL HARDBERGER PARK

This Amendment #1 to the Lease Agreement at the Phil Hardberger Park is made by and through the CITY OF SAN ANTONIO, a Texas municipal corporation ("City"), acting by and through its City Manager or her designee, pursuant to Ordinance No. _____, dated _____, 20____ ("**CITY**") and **Dale Chumbley** ("**RESIDENT**").

WHEREAS, **RESIDENT** currently serves as caretaker of the Phil Hardberger Park property through a lease Agreement terminating on August 31, 2015 as authorized by Ordinance # 2013-06-13-0420; and

WHEREAS, **CITY** desires to continue the service of a live-in caretaker and **RESIDENT** has offered to continue to serve in the capacity of caretaker of portions of Phil Hardberger Park throughout the term of this Agreement and **CITY** desires to extend the term of this Agreement to **RESIDENT** to reside on and use the property as prescribed in this Amendment; and

WHEREAS, the **CITY** desires to lease the limestone building that was the original homestead on the Voelcker property to the Phil Hardberger Conservancy for administrative purposes; and

WHEREAS, the limestone building the **CITY** desires to lease to the Phil Hardberger Park Conservancy is located within the area currently leased to **RESIDENT**; and

NOW THEREFORE, the **CITY** and **RESIDENT** hereby agree to amend the Lease Agreement as follows:

1. ARTICLE 2. APPOINTMENT IS MODIFIED AS FOLLOWS:
   Paragraph 2.1 is hereby deleted in its entirety and replaced with the following:

"City hereby designates RESIDENT as primary resident and maintainer of approximately 1.01 acres containing a single family residence, a well immediately adjacent to the residence, an adjacent garage on Voelcker Lane and a chicken coop, as described in Exhibit A-1. RESIDENT accepts the obligations and agrees to perform the services and duties as required by this Agreement".

2. ARTICLE 3. USE OF HOMESTEAD BY RESIDENT IS MODIFIED AS FOLLOWS:

   Paragraph 3.2 is hereby deleted in its entirety and replaced with the following:

"The chicken coop may be used by RESIDENT for livestock and agricultural purposes".

   Paragraph 3.3 is deleted in its entirety.

3. ARTICLE 4. TERM OF AGREEEMNT IS MODIFIED AS FOLLOWS:

   Paragraph 4.1 is hereby modified to delete the first sentence in its entirety and replace with the following:

"The term of this agreement shall expire September 30, 2017, if not earlier terminated according to the terms of this Agreement".

All other terms of the original License Agreement shall stand as otherwise stated.

Signed this _____day of _____, 20_____.

CITY OF SAN ANTONIO	RESIDENT
By: _____	By: Dale Chumbley
Sheryl Sculley, City Manager	Dale Chumbley, Resident

Exhibit A - Premises