

DBC:amt
3/28/84

AN ORDINANCE 58504

AUTHORIZING A LEASE AGREEMENT WITH THE YMCA OF
SAN ANTONIO FOR A PART OF THE PROPERTY IDENTIFIED
AS LADY BIRD JOHNSON PARK.

* * * * *

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

SECTION 1. The City Manager is hereby authorized and directed to execute a lease agreement with the Young Men's Christian Association (YMCA) of San Antonio on a part of the property known as Lady Bird Johnson Park. A copy of said agreement is attached hereto as Attachment I and made a part hereof for all purposes.

SECTION 2. The City Manager is further authorized and directed to execute the First Amendment to Land Use Agreement Nacogdoches Road Park Agreement Between the City of San Antonio, Parks and Recreation Department and City Public Service Board; said first amendment being identified as Exhibit B to aforesaid lease agreement with the YMCA, a copy of which is attached hereto and incorporated herein.

PASSED AND APPROVED this 29th day of March, 1984.

Henry Cisneros
M A Y O R

ATTEST: *Norma S. Rodriguez*
City Clerk

APPROVED AS TO FORM: *Tom Finlay*
City Attorney

84-14

AVIATION	
BUDGET & RESEARCH	1
BUILDING INSPECTIONS	
BUILDING INSPECTIONS-HOUSE NUMBERING	
CITY WATER BOARD	
COMMERCIAL RECORDER	
CONVENTION & VISITORS BUREAU	
CONVENTION FACILITIES	
ECONOMIC & EMPLOYMENT DEVELOPMENT	
EQUAL EMPLOYMENT OPPORTUNITY	
FINANCE DIRECTOR	
ASSESSOR	
CONTROLLER	1
TREASURY DIVISION	1
GRANTS SECTION	
INTERNAL AUDIT	
RISK MANAGEMENT	1
FIRE CHIEF	
HEMISFAIR PLAZA	
HUMAN RESOURCES & SERVICES	
INFORMATION RESOURCES	
LEGAL-CITY ATTORNEY	
LIBRARY DIRECTOR	
MARKET SQUARE	
METROPOLITAN HEALTH DISTRICT	
MUNICIPAL COURTS	
PARKS & RECREATION	1
PERSONNEL DIRECTOR	
PLANNING	
POLICE CHIEF	
PUBLIC UTILITIES	
PUBLIC WORKS DIRECTOR	
ENGINEERING DIVISION	
ENGINEERING DIVISION-CENTRAL MAPPING	
WASTEWATER ENGINEERING	
REAL ESTATE DIVISION	1
TRAFFIC ENGINEERING DIVISION	
PURCHASING	
ZONING ADMINISTRATION	

ITEM NO. 23
 DATE: MAR 29 1984

MEETING OF THE CITY COUNCIL
 MOTION BY: _____ SECONDED BY: _____
 ORD. NO. 58504 ZONING CASE _____
 RESOL. _____ PETITION _____

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

AMENDS ORD. NO. 41552 (12-7-72)!

84-14

*FILE- "YMCA"
 CSB (+ LETTER)*

AGENDA

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation (the "CITY"), acting by and through its City Manager pursuant to Ordinance No. 58504 of MAR 29 1984, 1984, and the YOUNG MEN'S CHRISTIAN ASSOCIATION OF SAN ANTONIO, a Texas non-profit corporation (the "YMCA"), acting by and through its officers hereunto duly authorized.

W I T N E S S E T H:

WHEREAS, pursuant to Ordinance No. 41552 of December 7, 1972, the CITY and City Public Service Board of San Antonio (the "CPSB") have heretofore entered into that certain Land Use Agreement dated December 7, 1972, a copy of which is attached hereto as EXHIBIT "A", as amended by First Amendment to Land Use Agreement dated April 4, 1984 between said parties, a copy of which is attached hereto as EXHIBIT "B" (said Land Use Agreement, as amended, the "Base Lease"), pursuant to which the City leases from the CPSB the real property ("LBJ Park") described in the Base Lease and in EXHIBIT "C" attached hereto;

WHEREAS, the CITY operates LBJ Park as a City park under the name of "Lady Bird Johnson Park" and has developed and constructed thereon an activities center, including a multi-purpose building known as the "Lou Hamilton Center";

WHEREAS, the YMCA, a non-profit organization which is engaged in providing programs and services to the community, proposes to undertake to provide its programs and services from LBJ Park in such a way as to expand its programs and services and to enhance the actual use of LBJ Park for its intended purposes of providing recreational programs, services and facilities to the public;

WHEREAS, in order to carry out its proposal, the YMCA intends, among other things, to erect a temporary office building on LBJ Park from which to conduct and supervise its activities, to construct a number of combination athletic fields for football, baseball and soccer, to construct a swimming pool and, should the YMCA determine it to be practical and advisable, to construct a permanent building at LBJ Park for its offices and operations which may, among other things, include facilities for a gymnasium, handball and raquetball courts and fitness center and other related health and recreational uses;

WHEREAS, the YMCA will carry out its proposal with its own funds;

WHEREAS, the CITY and the YMCA have established arrangements in other City parks by which, through the use of City facilities and the operations of the YMCA's programs, have combined to effectively serve the public interest; and

WHEREAS, the CITY and the YMCA now believe that it would be in the public interest to permit the YMCA to provide its programs and services by conducting its operations at and from LBJ Park;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed as follows:

I.

DEMISE OF PREMISES

1.1 The CITY, with the consent of CPSB as set forth in the First Amendment to Land Use Agreement attached hereto as EXHIBIT "B", does hereby lease and demise to the YMCA and the YMCA does hereby lease and accept from CITY that certain real property (the "YMCA Site") which is described and shown in EXHIBIT "D" attached hereto and which is located in and forms a part of LBJ Park, upon the terms and conditions herein contained.

II.

RENT

2.1 As consideration for the use and occupancy of the YMCA site and in consideration of the mutual covenants and agreements herein contained, the YMCA agrees to pay to the CITY a one-time rental fee payment of one hundred dollars (\$100.00) due and payable upon execution of this Lease.

2.2 The receipt and sufficiency of said rental, the same having been paid to the CITY at the office of the City Treasurer is hereby acknowledged by the CITY.

III.

TERM

3.1 The term of this Lease shall commence on the date of execution by the parties hereto and shall continue in full force and effect until December 31, 2029, unless sooner terminated as hereinafter provided or as provided in Article XIV hereof.

IV.

INGRESS AND EGRESS

4.1 The YMCA, its agents, employees, contractors, members and invitees shall have at all times the right of ingress and egress over and across LBJ Park in order to have reasonable access to the YMCA Site and otherwise to carry out the purposes and intents of this Lease.

V.

USE AND DEVELOPMENT OF FACILITIES

5.1 The YMCA Site shall be used for the conduct and operation of the YMCA's recreation, fitness, health and other programs during the entire term of this Lease and, in connection therewith, the CITY does hereby agree that the YMCA shall have the right to occupy the YMCA Site and any facilities thereon for such purposes during the term of this Lease. The YMCA agrees to retain the use of the name of LBJ Park and to recognize the names of all other facilities currently located in LBJ Park, including the Lou Hamilton Center.

5.2 Should the YMCA determine that it is practical or advisable to do so, the YMCA may commence or cause to be commenced the construction of a building (the "YMCA Facility") on the YMCA Site for its exclusive use and in which it will maintain a business office and which will contain such recreation, fitness and health facilities as the YMCA determines to be reasonable and appropriate, and after such commencement of construction shall cause the same to be diligently pursued to completion. The construction of the YMCA Facility shall be performed at the sole cost and expense of the YMCA and the CITY shall have no responsibility therefor.

5.3 Pending the construction of the YMCA Facility, the YMCA, at its sole cost, may locate upon the YMCA Site a temporary building for its office and other reasonable requirements.

5.4 The YMCA shall have the right to construct, at its own cost and expense, lighted and/or unlighted athletic fields and a swimming pool on the YMCA Site. Such athletic fields and swimming pool shall be constructed in accordance with plans and specifications prepared by the YMCA at its sole cost. In addition, the YMCA, at its sole cost and expense, shall have the right to construct on the YMCA Site such other improvements as the YMCA determines to be necessary for its operations.

5.5 The YMCA may remove from the YMCA Site at any time prior to the termination of this lease any permanent structure, fixture or improvement

which is constructed, placed or erected thereon; however, title to any such permanent structure, fixture or improvement remaining thereon at the time of such termination shall vest completely in the CITY, and the YMCA shall have no further interest therein.

5.6 YMCA hereby acknowledges the existence of the High Voltage Electric Transmission lines located in close proximity to the YMCA Site and agrees to take such lines and related safety hazards into account in the planning for, construction upon and utilization of the YMCA Site.

VI.

FACILITIES PLANS REVIEW AND APPROVAL

6.1 The YMCA shall submit to the Director of CITY's Department of Parks and Recreation, for his review and written approval, plans for all proposed improvements described in or contemplated by Article V hereof or any other improvements proposed to be made or constructed by the YMCA. A copy of such plans shall also be submitted to the CPSB for approval as required by the First Amendment to Land Use Agreement.

6.2 The CITY, through the Director of the Department of Parks and Recreation, shall respond to YMCA within forty-five (45) calendar days from the date the plans for proposed improvements are submitted for approval pursuant to Section 6.1, and such response shall contain the required approval or specify in reasonable detail any reasons for withholding such approval.

6.3 The YMCA agrees to present for review all development plans to all Boards, Commissions, Committees and agencies as specified by the Director of the CITY's Department of Parks and Recreation.

6.4 During any period of construction, the YMCA shall maintain or cause to be maintained any appropriate payment and performance bonds as required by the Director of the CITY's Department of Parks and Recreation.

VII.

MAINTENANCE AND OPERATION

7.1 The YMCA shall maintain and operate, at its sole cost and expense, all of the grounds of the YMCA Site and all of the facilities and amenities constructed by the YMCA on the YMCA Site, in a good and safe condition comparable to similar grounds and facilities owned and operated by the CITY at other City parks.

7.2 The CITY shall not have any responsibility to provide security personnel to the YMCA in connection with its operations and activities at the YMCA Site.

VIII.

UTILITIES

8.1 The YMCA shall, at its sole cost and expense and to the extent it shall so require, bring all utility services, including gas, water, sewer, electricity and telephone to the grounds, athletic fields, temporary building and YMCA Facility and shall be responsible, at its sole cost and expense, for all connection charges thereof.

8.2 The YMCA shall also be responsible, at its sole cost and expense, for all utilities used or consumed in or upon the YMCA Site, including all outside lighting installed or connected by or for the YMCA.

IX.

FEES AND CHARGES

9.1 Membership in the YMCA shall not be a requirement for participation in programs and activities conducted by the YMCA at the YMCA Site. In addition to fees charged to its own members, fees may be charged by the YMCA to persons who are not YMCA members to the extent necessary to defray the YMCA's actual costs for such programs and activities. Such fees shall be kept to minimum levels consistent with the YMCA's policies of permitting participation by all socio-economic groups.

X.

INSURANCE

10.1 During the entire term of this Lease the YMCA shall maintain, with respect to the YMCA Site, insurance issued by a company or companies qualified to do business in the State of Texas, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation and Employer's Liability	Statutory <u>\$100,000</u> - Each Occurrence
2. Comprehensive General (Public) Liability - to include coverage for the following where the exposure exists	Combined Single Limit for Bodily Injury and Property Damage: <u>\$1,000,000</u> or its equivalent
A) Premises/Operations	
B) Independent Contractors	
C) Products/Completed Operations	
D) Personal Injury	
E) Contractual Liability	

- | | |
|--|--|
| <p>3. Comprehensive Automobile Liability Insurance - to include coverage for:</p> <p>A) Owned/Leased Automobiles
 B) Non-Owned Automobiles
 C) Hired Automobiles</p> | <p>Combined Single Limit for Bodily Injury and Property Damage: <u>\$500,000</u> or its equivalent</p> |
| <p>4. Property Insurance for physical damage to the property of the YMCA including improvements and betterments to leased property</p> | <p>Coverage for a minimum of 80% of the actual cash value of the property</p> |

10.2 The YMCA agrees that with respect to the above required insurances, the City of San Antonio shall:

- A) Be named as additional insured/or an insured, as its interest may appear.
- B) Be provided with sixty (60) days advance notice, in writing, of cancellation or material change.
- C) Be provided with Certificates of Insurance evidencing the above required insurances, prior to the commencement of this Lease and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

Said Notice and Certificates shall be provided to:

- 1) Director of Parks and Recreation
 City of San Antonio
 P.O. Box 9066
 San Antonio, Texas 78285
- 2) City Clerk
 City of San Antonio
 P.O. Box 9066
 San Antonio, Texas 78285
- 3) City Public Service Board
 Manager
 P.O. Box 1771
 San Antonio, Texas 78296

XI.

INDEMNIFICATION

11.1 The YMCA agrees to provide the defense for, and to indemnify and hold harmless the CITY from, any and all claims, suits, causes of action and liability (a) arising out of the use and occupancy of the YMCA Site and its facilities thereon by the YMCA, except to the extent caused by the negligence or willful act or omission of the CITY, its agents, employees or contractors and (b) arising out of any occurrence in LBJ Park (other than the YMCA Site and the facilities located thereon) to the extent caused by the negligent or willful act or omission of the YMCA, its agents, employees or contractors.

11.2 The CITY agrees to provide the defense for, and to indemnify and hold harmless the YMCA from, any and all claims, suits, causes of action and liability (a) arising out of such occurrence in LBJ Park (other than in the YMCA Site and the facilities located thereon), except to the extent caused

by the negligent or willful act or omission of the YMCA, its agents, employees or contractors, and (b) in the YMCA Site and the facilities located thereon to the extent caused by the negligent or willful act or omission of the CITY, its agents, employees or contractors.

11.3 The CITY and the YMCA agree for themselves, their successors and assigns to hold harmless and indemnify the CPSB, its successors and assigns, from and against all claims, liens, suits, encumbrances, fines, actions, judgments, loss, damages, attorney's fees, expenses and/or liability arising from and growing out of loss of or damage to property, including any and all of the CPSB's property, or injury to or death of any person, including the employees of the CITY and the YMCA resulting in any manner whatsoever, directly or indirectly, by reason of the use of the YMCA Site.

XII.

MECHANIC'S LIENS

12.1 The YMCA covenants that it shall not bind, or attempt to bind, the CITY or the CPSB for payment of any money in connection with the construction, repair, alteration, addition or reconstruction work on the YMCA Site without prior application to and approval of the CITY and the CPSB and that it shall not permit any mechanic's, materialman's, or contractor's liens to arise against the YMCA Site or improvements thereon or any equipment, machinery and fixtures therein belonging to the CITY or the CPSB, except as herein provided, and the YMCA expressly agrees that it will keep and save the YMCA Site and the CITY and the CPSB harmless from all costs and damages resulting from any such lien or liens of any character created or that may be asserted through an act or thing done by the YMCA unless the YMCA makes prior application and obtains prior approval of the CITY and the CPSB.

12.2 In the event any mechanic's or other liens or orders for payment shall be filed against the YMCA Site or improvements thereon, or City-owned property or CPSB-owned property located therein, during the term hereof by reason of an act or thing done by the YMCA, the YMCA shall within thirty (30) days, cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of the YMCA, and shall also defend on behalf of the CITY and the CPSB, at its sole cost and expense, any action, suit, or proceeding which may be brought thereon or for the enforcement of such lien or order unless prior application of the CITY and the CPSB is obtained as provided herein.

XIII.

INSPECTION

13.1 The CITY reserves the right for its representatives to conduct inspections of the YMCA Facility at reasonable times to insure that fire, safety and sanitation regulations and other provisions contained herein or in the City Code are being adhered to by the YMCA. The CITY shall notify the YMCA of its findings, specifying any items needing attention.

XIV.

TERMINATION

14.1 In addition to the termination of this Lease upon the expiration of the term hereof as provided in Section 3.1, this Lease may be terminated by the CITY by giving at least ninety (90) days prior written notice to such effect to the YMCA upon and after the occurrence of any of the following events:

(a) The filing of voluntary bankruptcy by the YMCA;

(b) The taking of jurisdiction of the YMCA or its assets in bankruptcy proceedings by any court and such proceedings are not vacated within thirty (30) days after commencement; or

(c) The YMCA shall fail to comply with any material term or condition of this Lease and shall fail to commence to cure such failure within ninety (90) days after written notice thereof from the CITY and to diligently pursue curative action thereafter until such failures are cured.

14.2 In addition to the events specified in Section 14.1, this Lease may be terminated by giving at least eighteen month's prior written notice to such effect to the YMCA at any time after December 31, 2006, upon the determination by the Board of Trustees of the CPSB, which determination shall have been concurred with by the City Council of the CITY, that the use of the YMCA Site by the CPSB after such termination is both essential and would serve a greater public need than that served by the YMCA through its use of the YMCA Site. The date referred to in the preceding sentence after which such notice can be given (i.e., December 31, 2006) may be changed to a later date at the request of the YMCA if such later date is agreed upon by the Director of the CITY's Department of Parks and Recreation and the General Manager of the CPSB as provided in the Base Lease.

14.3 Upon termination, the YMCA Site (together with all improvements then located thereon) shall be surrendered to the CITY.

14.4 The right of the CITY to terminate this Lease upon the occurrence of any of the events specified in Sections 14.1 and 14.2 above shall be the exclusive remedy of the CITY, and upon any such termination by the CITY, the YMCA shall have no further obligations or liabilities to the CITY hereunder.

14.5 In addition to the rights granted to the YMCA pursuant to Section 5.5, the YMCA shall have the right, prior to the termination of this Lease, whether such termination be by the expiration of the term or an earlier termination under any provision of this Lease, to remove from the YMCA Site all of its furniture, fixtures, equipment and furnishings which are not the property of the CITY and have not become the property of the CITY as herein provided or by attachment to the premises and, with respect to any damage caused thereby, it shall have the obligation to restore the YMCA Site to its condition prior to such removal, and provided that, if any of the YMCA's property remains in or on the YMCA Site after the termination of this Lease and no renewal agreement has been executed, such thereof as so remains shall be deemed to have become the property of the CITY and may be disposed of as the CITY sees fit, without liability to account to the YMCA for the proceeds of any sale thereof.

XV.

ASSIGNMENT

15.1 The YMCA shall not assign, sublet, sell, hypothecate or otherwise transfer its rights and obligations hereunder without the prior approval by City Council. This provision, however, shall not prohibit the YMCA from contracting its service programs to other agencies so long as such service programs are directly managed by the YMCA. Such service contracts shall be subject to review and approval by the CITY acting by and through the Director of the CITY's Department of Parks and Recreation.

XVI.

NOTICES

16.1 Wherever any notice, consent or approval is required or permitted hereunder, such shall be in writing and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the respective addresses as hereinbelow set forth, or at such other addresses as the parties may have theretofore designated by notice.

XVII.

SUBLEASE

17.1 This Lease is subject to the terms and conditions of the Base Lease, and the CITY agrees to perform and comply with all of the obligations and requirements thereof to the end that the Base Lease will not be terminated by reason of any default thereunder by the CITY.

17.2 The YMCA understands and agrees that this lease is subject to the Base Lease and, as to the YMCA Site, agrees to comply therewith, except for those contrary terms and conditions of this Lease as excluded by Section C of the First Amendment to Land Use Agreement. The City will not be liable to YMCA for any termination of the Base Lease resulting from a default by any action or failure of action by the YMCA, and further the YMCA will indemnify CITY for any loss incurred by such termination or default.

XVIII.

CAPTIONS

18.1 The captions used in the Lease are for convenience only and are not intended to in any way limit or amplify the terms and provisions of this Lease. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender wherever the context requires. This Lease shall not be construed against either party more or less favorably by reason of authorship or origin of language.

XIX.

BINDING EFFECT

19.1 This Lease and all of the terms and conditions contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

XX.

RELATIONSHIP TO PARTIES

20.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto.

XXI.

TEXAS LAW TO APPLY

21.1 This Lease shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas.

XXII.

SEVERABILITY

22.1 In the event any provision of this Lease or the application thereof to any person or circumstances shall be finally determined by a court of proper jurisdiction to be invalid or unenforceable to any extent, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

XXIII.

AMENDMENT

23.1 This Lease together with the authorizing ordinance constitute the entire agreement between the parties. No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.

XXIV.

TAXES AND LICENSES; CPSB EXTENSIONS

24.1 YMCA shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State and local taxes and fees, which may hereafter be levied upon the YMCA Site, or upon the YMCA, or upon the business conducted on the YMCA Site, or upon any of YMCA's property used in connection therewith; and shall maintain in current status all Federal, State and local licenses and permits, required for the operation of the business conducted by the YMCA.

24.2 This Agreement is subject to the right of the CPSB to extend and/or locate gas and/or electric lines or other facilities on or across the YMCA Site as the need arises; subject, however, to any and all Federal and State regulations affecting the same.

XXV.

NONDISCRIMINATION

25.1 Any discrimination by YMCA or his agents or employees, on account of race, color, sex, age, religion or national origin, in employment practices or in the use of or admission to the YMCA Site, is prohibited.

XXVI.

CONFLICT OF INTEREST

26.1 The YMCA acknowledges that it has been informed that Texas law prohibits contracts between the CITY and its "officers" and "employees", and that the prohibition extends to an officer and employee of CITY agencies such as City-owned utilities and certain CITY boards and commissions, and to contracts with any partnership, corporation or other organization in which the officer or employee has an interest. The YMCA certifies (and this Lease is made in reliance thereon) that neither it nor, to its knowledge, any person having a financial interest in this Lease is an officer or employee of the CITY or any of its agencies.

EXECUTED this 4th day of April, 1984.

ATTEST:

Norma J. Rodriguez
City Clerk

CITY OF SAN ANTONIO

By: William T. Bouahue
City Manager

ATTEST:

Secretary

YOUNG MEN'S CHRISTIAN ASSOCIATION OF
SAN ANTONIO

By: Jerry H. Cantor
President

Address: YMCA
903 N. ST. of Mary's
San Antonio TX 78210

FIRST AMENDMENT
TO
LAND USE AGREEMENT
NACOGDOCHES ROAD PARK AGREEMENT
Between
THE CITY OF SAN ANTONIO
And
CITY PUBLIC SERVICE BOARD

WHEREAS, pursuant to Ordinance No. 41552 of December 7, 1972, the City of San Antonio, Texas, hereinafter called the "City", and the City Public Service Board of San Antonio hereinafter called the "Board", heretofore entered into that certain Land Use Agreement dated December 7, 1972 (the "Base Lease") under the terms of which the Board leased to the City the real property (the "Park Property") described therein and now called "Lady Bird Johnson Park" for the use thereof for park and recreation purposes;

WHEREAS, pursuant to the terms of the Lease Agreement attached hereto as Exhibit I (the "YMCA Lease"), the City proposes to sublease to the Young Men's Christian Association of San Antonio (the "YMCA") that portion of the Park Property described in Exhibit "D" to the YMCA Lease (the "YMCA Site") so that the YMCA may undertake to provide its programs and services therefrom and thereby enhance the actual use of LBJ Park for its intended purposes of providing recreational programs, services and facilities to the public; and

WHEREAS, in order to implement the YMCA Lease it is necessary for the City and the Board to amend the Base Lease;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the City and the Board hereby agree as follows:

A. Term. The term of the Base Lease provided for in paragraph 1 of the Base Lease shall continue until December 31, 2029, subject to earlier termination on the following dates upon the occurrence of the events specified below:

(i) On October 31, 2002 in the event the YMCA Lease has terminated on or before that date; or

(ii) On any date after October 31, 2002 on which the YMCA Lease terminates pursuant to the provisions of Article XIV thereof.

So long as the YMCA Lease remains in force and effect, the Board agrees that it will not terminate the Base Lease for any reasons set forth in paragraph 8 thereof. It is agreed that the date specified in the first sentence of Section 14.2 of the YMCA Lease (i.e., December 31, 2006) after which notice

can be given to terminate the YMCA Lease may be changed to a later date as provided in such Section 14.2 by the mutual agreement of the Director of the City's Department of Parks and Recreation and the General Manager of the Board.

B. Approval of Plans. The City agrees that it will not grant approval of any of the YMCA's plans for proposed improvements to be made to or constructed upon the YMCA Site as contemplated by Sections 6.1 and 6.2 of the YMCA Lease unless such plans shall have been also approved by the General Manager of the Board or his designee.

C. Consent to YMCA Lease. The Board hereby consents to the YMCA Lease and agrees that to the extent the YMCA Lease contains any terms or conditions which may be contrary to the terms and conditions of the Base Lease, the terms and conditions of the YMCA Lease shall control and shall not result in or create a default under or a breach of the terms and conditions of the Base Lease.

Signed this 4th day of April, 1984.

CITY OF SAN ANTONIO

By: William T. Keasler
City Manager

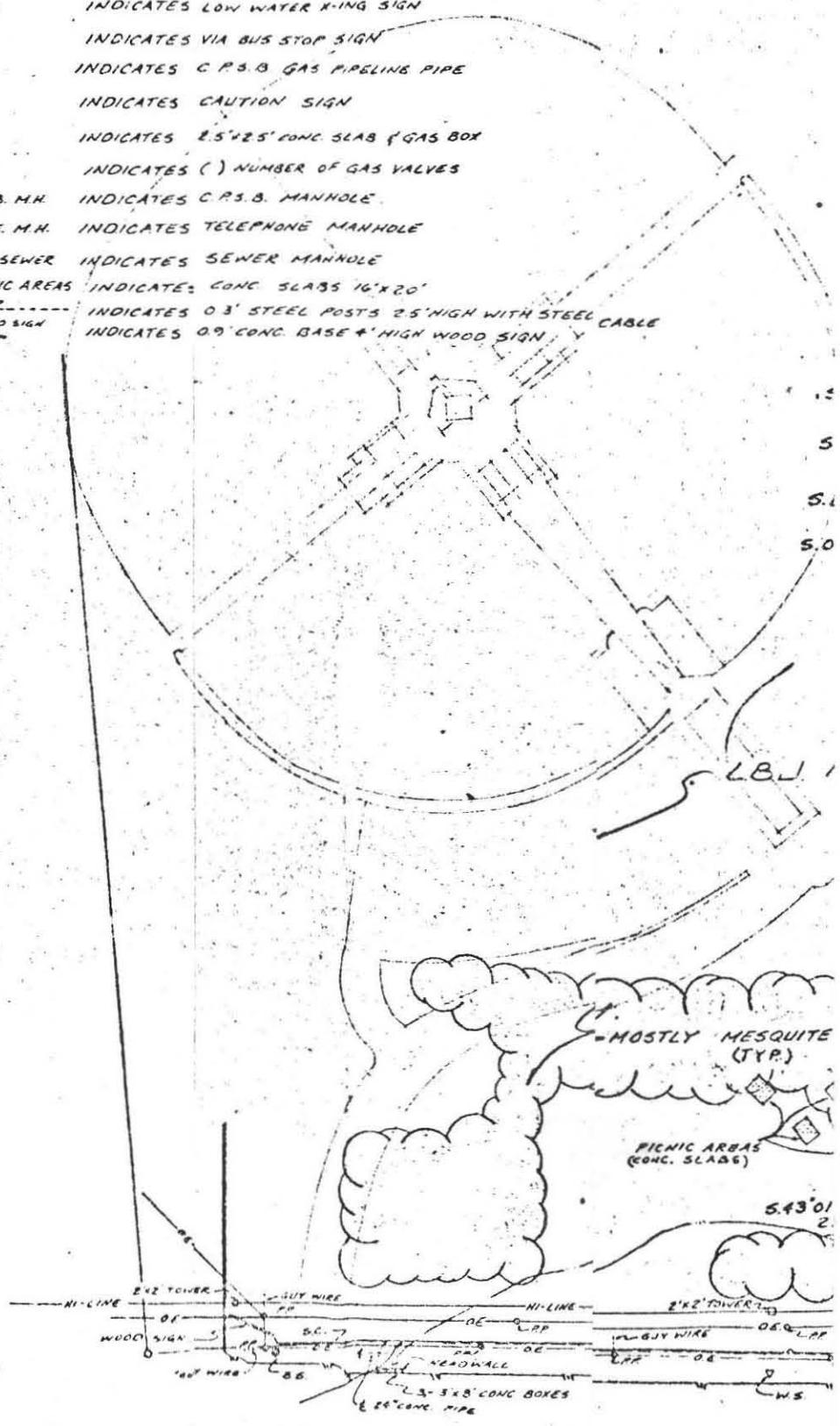
CITY PUBLIC SERVICE BOARD OF SAN ANTONIO

By: [Signature]
General Manager

CURVE DATA				
C	ANGLE	RADIUS	CHORD	CHORD BEARING
1	30°13'00"	23324	55039	33245

LEGEND

- — — — — INDICATES CHAIN LINK FENCE
- — — — — INDICATES POWER POLE WITH 8' Y-ARMS
- — — — — INDICATES OVERHEAD ELECTRIC
- ▽ W.S. INDICATES LOW WATER MARK SIGN
- O.S. INDICATES VIA BUS STOP SIGN
- G.P. INDICATES C.P.S.B. GAS PIPING PIPE
- C.S. INDICATES CAUTION SIGN
- G.B. INDICATES 2.5'x2.5' CONC SLAB & GAS BOX
- ⊠ G.V. INDICATES () NUMBER OF GAS VALVES
- △ C.P.S.B. M.H. INDICATES C.P.S.B. MANHOLE
- ⊠ TELE. M.H. INDICATES TELEPHONE MANHOLE
- M.H. SEWER INDICATES SEWER MANHOLE
- ▣ PICNIC AREAS INDICATES CONC SLABS 16'x20'
- — — — — INDICATES 0.3' STEEL POSTS 2.5' HIGH WITH STEEL CABLE
- — — — — INDICATES 0.9' CONC. BASE 4' HIGH WOOD SIGN



NACOGDO

S 41° 55' 47" W 1095.65'

46.639 ACRES
(2,031,583 SQ. FT.)

S. 48° 04' 13" E. 483.15'

2° 49' 37" E. 97.23'

5° 06' 35" W. 24.99'

13° 20' E. 68.96'

33° 13' W. 64.96'

S. 82° 47' 05" E. 125.06'
CHAIN LINK FENCE

TENNIS COURT

SOCCER FIELD

6° 07' 45" W. 527.26'

PICNIC (CONC. AREA SLAB)

TREES

41° E. 2.38'

MOSTLY MESQUITE TREES (TYP.)

MOSTLY MESQUITE TREES (TYP.)

30'x30' TOWER

20'x20' TOWER

20'x20' TOWER

30'x30' TOWER

20'x20' TOWER

20'x20' TOWER

3" 36" CONC. PIPES

TELE. N.M.

HI-LINE GUY WIRE

EDGE OF MILEMONT
N. 49° 03' 00" E.
165.93'

N. 50° 07' 0" E.
808.97'

CHES ROAD

CITY OF SAN ANTONIO

COM'SENT AGENDA

26-01-01
303255

Interdepartment Correspondence Sheet

AGENDA ITEM NO. 23

TO: City Council

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

COPIES TO: File

SUBJECT: LEASE AGREEMENT WITH YMCA FOR A PART OF LADY BIRD JOHNSON PARK

Date March 1, 1984

SUMMARY AND RECOMMENDATION:

This ordinance (1) authorizes an amendment to the City's land-use agreement with CPSB on the 77 acre property known as Lady Bird Johnson Park, and (2) authorizes an agreement between the City and YMCA for Y's development and use of a part of this same property. Details of the original agreement with CPSB, the amendment and specific provisions of the City/YMCA agreement are outlined on attachment hereto.

At "B" Session on July 28, 1983 I presented preliminary concepts of this proposed agreement which involves the YMCA's development of a part of the new undeveloped section of Lady Bird Johnson Park. Proposed development, all of which will be at YMCA's sole cost, include athletic fields during a first phase, followed later by a swimming pool (indoor outdoor) when funds are available, and still later, a fitness/health center, again dependent upon the Y's success at fund raising for the project. All operations and maintenance costs including utilities, staffing, etc. will be the YMCA's sole responsibility.

At the conclusion of the "B" Session, Council indicated a consensus to proceed. This agreement is the product of lengthy negotiations. CPSB has approved the agreement as has the Parks and Recreation Advisory Board.

I recommend approval of this ordinance.

POLICY ANALYSIS:

This agreement is consistent with the long standing policy of cooperation with civic organizations and other recreation providers. This particular agreement is mutually beneficial in that the "Y" obtains use of public land and in return develops and operates needed recreation facilities in this particular part of the City.

FISCAL DATA:

City incurs no Capital Improvement or Operations and Maintenance Costs.

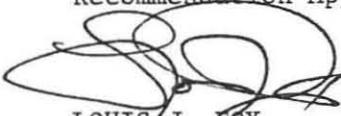


RONALD R. DARNER, Director
Department of Parks and Recreation

RRD/mjk

Attachment

Recommendation Approved:



LOUIS J. FOX
City Manager

DO NOT TYPE IN THIS SPACE		CITY OF SAN ANTONIO	For CMO use only
Approval		Request For Ordinance/Resolution	Date Considered _____ Consent <input type="checkbox"/> Individual <input type="checkbox"/> Item No. _____ Ord. No. _____
Finance	Budget		
Legal	Coordinator		

Date: March 1, 1984	Department: Parks and Recreation	Contact Person/Phone # Ed Baca/8480
Date Council Consideration Requested: March 15, 1984	Deadline for Action: YMCA to start development ASAP	Dept. Head Signature:

SUMMARY OF ORDINANCE

This ordinance (1) authorizes an amendment to the City's Land Use Agreement with CPSB on the 77 acre property known as Lady Bird Johnson Park, and (2) authorizes an agreement between the City and YMCA for Y's development and use of a part of this same property. Details of the original agreement with CPSB, the amendment and specific provisions of the City/YMCA agreement are outlined on attachment hereto.

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At the conclusion of the "B" Session, Council indicated a consensus to procede. This agreement is the product of lengthy negotiations. CPSB has approved the agreement as has the Parks and Recreation Advisory Board.

I recommend approval of this ordinance.

Council Memorandum Must Be Attached To Original

Other Depts., Boards, Committees Involved (please specify):
 City Public Serbice Board, Parks and Recreation Advisory Board

Contract signed by other party
 Yes No

FISCAL DATA (If Applicable)	Budgetary Implications
N/A	N/A
Fund No. _____ Amt. Expended _____	Funds/Staffing Budgeted Yes <input type="checkbox"/> No <input type="checkbox"/>
Activity No. _____ SID No. _____	Positions Currently Authorized _____
Index Code _____ Project No. _____	Impact on future O & M _____
Object Code _____	If positions added, specify class and no. _____

Comments:

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

CITY OF SAN ANTONIO

26-01-01
303255

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FISCAL DATA:

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RONALD R. DARNER, Director
Department of Parks and Recreation

RRD/mjk

Attachment

Recommendation Approved:

LOUIS J. FOX
City Manager

ORIGINAL LAND USE AGREEMENT WITH CPSB:

30-year, rent-free agreement approved by Ordinance #41552, dated December 7, 1972. Essential provisions of that agreement include:

1. Permission to develop public recreation facilities which presently include a recreation center, a lighted four-diamond softball complex, and other park amenities; all financed by 1970 park bond funds and a DHUD open space fund grant.
2. Termination in the event of national emergency or wartime conditions, City's failure to develop and operate the property as a public park, or the determination of a greater public need for the property.

AMENDMENT TO ABOVE AGREEMENT:

1. Extends the original lease between City and CPSB for 27 years to 2029 unless the City/YMCA agreement is terminated sooner in which case the City/CPSB agreement termination date reverts to 2002.
2. CPSB consents to the City/YMCA agreement, and
3. Requires CPSB review and approval of proposed YMCA facilities development.

THE CITY/YMCA AGREEMENT:

Essential provisions follow:

1. All costs of facilities construction and subsequent maintenance and operation are the YMCA's sole responsibilities.
2. YMCA may construct such facilities as lighted and/or unlighted athletic fields, a swimming pool, and a health/fitness center which would also serve as business offices. Design and plans for all of these facilities must have prior approval by the City, CPSB, and all appropriate boards, commission, committees, etc.
3. If termination occurs, YMCA may remove such facilities it has placed there. Title to permanent structures and other remaining improvements after termination passes to the City.
4. YMCA must post payment and performance bonds to cover construction projects.
5. YMCA may charge participation fees but "Y" membership is not a requirement for use of the facilities. Fees shall be minimal, consistent with policies permitting participation by all socio-economic groups.
6. Insurance: Workman's Compensation/\$100,000; Comprehensive General Liability/\$1,000,000; Auto Liability, \$500,000. City is co-insured.
7. Indemnification Clause.
8. No Liens on property.
9. City retains inspection rights
10. Termination provisions:
 - a. In event of bankruptcy

- b. Failure to comply with agreement provision after 90-days notice.
 - c. City and CPSB determination of a higher or greater need for the property. Eighteen months notification must be provided.
11. Assignment is prohibited.
 12. CPSB retains right to extend and/or locate gas or electric lines or other facilities across the property.
 13. Discrimination prohibited.
 14. Conflict of interest clause.



CITY OF SAN ANTONIO

P O BOX 9066

SAN ANTONIO, TEXAS 78285

March 30, 1984

City Public Service
145 Navarro
San Antonio, Texas 78205

Gentlemen:

Attached, for your information, is a copy of Ordinance Number 58504, enacted by the City Council of the City of San Antonio on March 29, 1984.

If I may be of further service, please let me know.

Sincerely,


Norma S. Rodriguez
City Clerk

NSR:mlr

Attachment