

AMENDED NOTICE OF PUBLIC MEETING

AMENDED AGENDA

JOINT LEON VALLEY CITY COUNCIL & LEON VALLEY HISTORICAL SOCIETY WORKSHOP

A Special Meeting of the City Council of the City of Leon Valley, Texas will be held on Friday, the 2nd Day of November, 2012, in the Leon Valley City Hall, City Council Chambers, 6400 El Verde Road, Leon Valley, Texas, 78238, at 9:15 a.m.

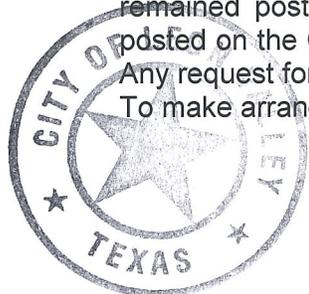
Discussion may occur among members of the Leon Valley Historical Society (LVHS), members of the City Council, interested citizens and City staff about the extension of the Lease of the Natural Area as proposed by the LVHS. Topics of discussion may include:

1. Homestead Master Plan & Proposal of the LVHS Extension of the Lease, on the 36 Acres, Which Expires in 2015;
2. Performance on the Lease by LVHS since 2005;
3. Pending Issues
 - a. Creek Erosion
 - b. Status of Fire Break in the Natural Area
 - c. Status of Huebner Gravesite
 - d. Access for People with Disabilities
4. Assistance from the City of Leon Valley on Major Projects in the Natural Area;
5. Process and Communication and Complaint;
6. Triangle Area
 - a. Approval of Plan to Construct Buildings
 - b. Agreement on Plan for Parking and Beautification
7. City Representation on LVHS Board;
8. Coordination of Metropolitan Planning Organization Grant with the Natural Area;
9. Agreed Modification of the Lease and Extension to 2027.

Attendance by Other Elected or Appointed Officials:

It is anticipated that members of other city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other city boards, commissions and/or committees of the City, whose members may be in attendance. The members of the other city boards, commissions and/or committees may not participate in discussions on the items listed on the agenda, which occur at the meeting, and no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that city board, commission or committee subject to the Texas Open Meetings Act. [Attorney General Opinion – No. GA-0957 (2012)]

I hereby certify that the above AMENDED NOTICE OF PUBLIC MEETING AND AMENDED AGENDA OF THE LEON VALLEY CITY COUNCIL were posted on the Bulletin Board at City Hall, 6400 El Verde Road, Leon Valley, Texas, on Tuesday, October 30, 2012, by 9:15 a.m. and remained posted until after the meeting hereby posted concluded. This notice was likewise posted on the City website at www.leonvalleytexas.gov. This building is wheelchair accessible. Any request for sign interpretive or other services must be made 48 hours ahead of the meeting. To make arrangements call (210) 684-1391, Ext. 216.




Janie Willman, City Secretary

MAYOR AND COUNCIL COMMUNICATION

DATE: March 1, 2005
M&C #05-03-01

TO: MAYOR AND CITY COUNCIL

SUBJECT: CONSIDERATION OF A LEASE AGREEMENT WITH THE HISTORICAL SOCIETY OF LEON VALLEY (HSLV)

PURPOSE

Consideration of a lease agreement between the City of Leon Valley and the Historical Society of Leon Valley (HSLV) to lease the City owned 36 acre Bandera Road property. The President of the HSLV has requested that the attached lease agreement be presented to the City Council at the meeting of March 1, 2005 for consideration.

A lease agreement was presented by the HSLV for Council consideration in September of 2004 however, a decision on the proposed agreement was delayed because there were too many unresolved issues. At that meeting, staff was directed by the Council to develop a workable lease agreement that would be acceptable to the parties. Council also asked that opinions and comments from the Park Commission be solicited regarding the lease agreement. Because the goal of developing a workable lease agreement has been accomplished, no other alternative use of the property is presented.

Staff has recently delivered a copy of the proposed lease agreement to the Park Commission members. The City Attorney has been sent a copy via facsimile and he will be in attendance at the meeting. Our liability insurance provider, the Texas Municipal League (TML) was sent a copy via facsimile as well. Staff does not anticipate any objections to the lease agreement from TML. The only outstanding item at this time is formal action by the Park Commission.

Attached for the Council's review is a outline summary of the actions and/or discussions which have taken place with regard to the property since it was purchased in June of 2000.

FINANCING

None.

ALTERNATIVES

- A. Approve the lease agreement as presented by the HSLV.
- B. Remand the lease agreement to the City Park Commission for review and recommendations for consideration by the City Council at a future date.
- C. Other.

RECOMMENDATION

Alternatives A or B could be approved.

APPROVE: C

DISAPPROVE: _____

APPROVED WITH THE FOLLOWING COMMENTS: Approve the agreement

as presented with the addition that the

ATTEST:

M. Ferry

HSLV will be responsible for mowing
the property & that the property
will remain as permitted
as possible with marked
trails surrounding the
perimeter of the property.

LEASE AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BEXAR §

This LEASE AGREEMENT (the "Lease") is made this the ^{APRIL}15th day of ~~March~~, 2005, between the CITY OF LEON VALLEY, (the "Lessor") whose address is 6400 El Verde, Leon Valley, Texas 78238, and the HISTORICAL SOCIETY OF LEON VALLEY (the "Lessee"), a non-profit corporation incorporated under the laws of the State of Texas, whose address is P.O. Box 380644, San Antonio, Texas 78268-7644.

WITNESSETH, that the Lessor does by these presents LEASE and DEMISE unto the Lessee, that tract of land consisting of about thirty seven acres identified as Lot 8 of the amended Intown Suites Bandera Road subdivision as recorded in volume 9545, page 119-122 of the Deed and Plat Records of Bexar County (the "**PROPERTY**").

This lease shall contain the following terms:

1. **INITIAL TERM** -This lease shall be for an initial term of 10 years beginning on the day both parties have agreed to execute the document as shown on the signatory page of this lease.
2. **PAYMENTS** - Payment for the initial term of the lease shall consist of \$10.00 and other good and valuable services provided by the Lessee to Lessor in execution of conditions and purposes.
3. **RENEWALS** - At least ninety days prior to expiration of the initial or subsequent renewal term of the lease, Lessee may request that Lessor extend the lease for an additional term. Said option may only be exercised by written request of Lessee's authorized representative to Lessor. Said request must be received not less than ninety (90) days prior to expiration of the term.
4. **BURDENS ON PROPERTY** - Upon termination or expiration of any lease term, Lessee shall deliver the **PROPERTY** to Lessor free and clear of legal or financial liens, burdens or obligations that may have been incurred by Lessee during the term of the lease.
5. **PURPOSES** -The **PROPERTY** shall be used solely to accomplish the mission of the Lessee, that is to provide a nature center and promote conservation of natural resources through education and conservation management activities as set forth in the Huebner Creek Natural Area/Huebner-Onion Homestead Master Plan included herein.
6. **LEASE INTENTION** - The lease is intended to assist in furthering the cause of restoration of the Huebner/Onion house as a historical monument and in furthering the management of the natural area as an important public, cultural, and natural resource to further the other goals as stated in paragraph five above. Lessee shall provide regular reports describing progress in this regard and must matriculate toward this goal.

7. **SUBLEASES** - Lessee shall not sublet the **PROPERTY**, or any part thereof, to any person or persons whatsoever, without prior written authorization from the Lessor. Any such attempt to sublet shall be considered Null and Void and a violation of the terms of this agreement.
8. **USE FEES** - Lessee shall not be entitled to charge use fees to the public for use of the **PROPERTY**. Donations may be collected however to further the purposes of this Lease. Nothing in this agreement prohibits the Lessee from charging fees for access or use of other properties owned by Lessee.
9. **OWNERSHIP** - Upon termination or expiration of the Lease, improvements remaining on the **PROPERTY** shall remain with the **PROPERTY** and shall thereafter belong to Lessor. Personal property remaining on the **PROPERTY** upon expiration or termination of the Lease shall become the property of the Lessor.
10. **LIABILITY INSURANCE** - Lessee shall maintain liability insurance on the **PROPERTY** in the amounts and type required by the City for the protection of the City as follows:
 - a. The Lessee shall bear, at its own expense, general liability insurance in the amount of five hundred thousand dollars (\$500,000). From time to time, the Lessor may require the lessee to maintain a greater or lesser amount of such insurance coverage or to carry another type of insurance coverage. In such event, the lessor shall provide the lessee with written notice of any change in the required insurance coverage; the Lessee shall obtain such coverage within thirty (30) days of its receipt of such notice from the Lessor.
 - b. Any and all insurance required hereunder shall name the Lessor as a co-loss payee and additional insured. In addition, the Lessee shall provide the Lessor with a copy of each insurance policy required hereunder along with proof that all premiums for each such policy or policies shall have been paid by the Lessee.
 - c. The Lessor shall not be liable to Lessee's employees, agents, invitees, licensees or visitors, or to any other person, for any injury to such person or damage to property on or about the Premises caused by the negligence or misconduct of lessee, its agents, servants, or employees, or of any other person entering upon the Premises or property under the express or implied invitation of the Lessee.
11. **INDEMNIFICATION** - The Lessor shall not be liable to Lessee's employees, agents, invitees, licensees, or visitors, or to any other person, for any injury to such person or damage to property on or about the **PROPERTY** caused by the negligence or misconduct of lessee, its agents, servants or employees, or of any other person entering upon the **PROPERTY** under the express or implied invitation of the Lessee or caused by structures, buildings signs, additions, improvements, displays and other items becoming out of repair, or the failure or cessation of any service provided by Lessor. The Lessee agrees to **INDEMNIFY AND HOLD HARMLESS** the Lessor of and from any loss, expense or claim arising out of any such damage or injury, including the Lessor's reasonable attorneys' fees incurred thereby.
12. **SECURITY and SAFETY** - At all times of the lease, Lessee shall be fully responsible for the security and safety of visitors to the **PROPERTY**. Lessor will not be expected to provide on site security services for the site but may do so in agreement with Lessee. At such time as the

City of Leon Valley or Lessee determines that the **PROPERTY** must be closed, Lessee shall close the **PROPERTY** and/or evacuate the area.

13. **WAGES AND INSURANCE** - Lessee shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers compensation, insurance, and all city, state and federal requirements governing employer/employee relations. Lessee hereby certifies to Lessor that it shall be and is in compliance with all such regulations, laws and requirements. Failure to comply with this clause shall constitute a default on the part of Lessee and shall entitle Lessor to immediately terminate the Lease and take possession of the **PROPERTY**.
14. **REPORTS** - On May 1 of each year, beginning in 2006, Lessee shall produce to Lessor an annual activity report to include:
 - a. Type and number of programs and activities previously held and attendance at such;
 - b. List of any physical developments made during the year;
 - c. Proposed programs and activities for next 12 months;
 - d. Annual budget for the Lessee, and any and all such information as may be requested by the Lessor no later than thirty (30) days prior to May 1 of each year.
15. **PROPERTY ACCESS** - Lessor shall have free and full access to the **PROPERTY** at all times. The general public shall have free access to the **PROPERTY** during daylight hours. Lessee may limit public access to the **PROPERTY** only when facilities and grounds on the **PROPERTY** are not safe, or when such access would cause damage to the **PROPERTY** or programs conducted by the Lessee. Lessee shall properly post all limitations.
16. **UTILITIES** - The cost of all utility usage for Lessee shall be borne by Lessee.
17. **COMPLIANCE** - Lessee shall comply with all Ordinances of the City of Leon Valley, including Flood Plain Management Regulations.
18. **TERMINATION** - Upon the Lessee's breach of any covenant set forth in this Lease, upon written notice of such violation or breach, and upon the failure of the Lessee to remedy such violation or breach within a reasonable period of time not to exceed thirty (30) days, Lessor or its agents or assigns shall:
 - a. Have the option to terminate the leases by giving written notice to Lessee and thereafter take possession of the **PROPERTY** without being liable for any claim of damages; and/or
 - b. To seek other remedies at law or in equity, including, but not limited to the filing of a lawsuit for monetary damages sustained by the Lessor occasioned by the Lessee's breach of this Lease; and/or
 - c. To prosecute the Lessee for any violation by the Lessee or its employees, agents, invitees, licensees, and or visitors of any ordinance, regulation or statute of any governmental authority.
19. **VENUE** - The laws of the State of Texas shall govern the construction and validity of this Lease. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Bexar County, Texas.

20. **SEVERABILITY** - In the event any portion of this Lease is deemed illegal, invalid or unenforceable, then the remainder of this Lease shall not in any way be affected thereby and shall be enforced to the greatest extent permitted by applicable law.
21. **CLEAN AND SAFE** - Lessee shall maintain the **PROPERTY** to be safe for the general public's use. Safe means regular pick up and disposal of garbage, trash and domestic animal waste. Safe also means being in compliance with all provisions of City, State and Federal laws relating to health and safety. Lessee will regularly remove man-made refuse from the 36-acre natural area.
22. **NON-PROFIT STATUS** - Lessee shall demonstrate that it has received designation as an IRS 501 c.3 or c.4 non-profit corporation and agrees to maintain such status during the course of the lease.
23. **MINERAL RIGHTS** - Lessor retains all mineral rights (oil, gas, water etc.) for the **PROPERTY**.
24. **INDEPENDENT CONTRACTOR**: Lessee agrees to comply with Article 22 Section 800 of the Supplementary Conditions adopted by the City entitled "General Independent Contractor Clause". In this clause, Lessee shall assume the position of the Contractor.
25. **WAIVER OF FEES** - Lessor shall allow Lessee to use the Community Center twice each year to conduct fundraiser or promotional events. Such events must be scheduled with the Development Office in advance. The rental and fee for the use of the facility will be waived. Lessee shall pay Clean Up and security charges.
26. **CONSERVATION ACTION PLAN** - Within 1 year of the execution of this lease, the Lessee shall submit a plan that details the following:
 - a. Proposed conservation education audience
 - b. Proposed types of activities to accomplish conservation education mission
 - c. Flora and fauna found in the natural area
 - d. Wildlife and land management goals and objectives of the natural area
 - e. Wildlife and land Management tools to accomplish goals and meet objectives
 - f. Fire management strategies and procedures
27. **UTILITY CONNECTIONS** – Utility connections and related charges and fees for **PROPERTY** belonging to the Lessee shall be the responsibility of the Lessee. Lessor construction crews may, at the request of Lessee, construct a 6" sewer service line to Lessee's property after Lessee has paid all fees and obtained necessary permits from SAWS.
28. **DRAINAGE AND UTILITY EASEMENTS** – Lessor maintains blanket drainage and utility easements over the **PROPERTY** to insure the right to cause necessary drainage or utility improvements or maintenance to occur. Lessee is advised that TxDOT has funded significant drainage improvements to occur immediately upstream of the Bandera Road at Huebner Creek junction. Lessor maintains continuous rights of access in the **PROPERTY** for these purposes. Fencing must have the prior approval of Lessor.

29. **NEW CONSTRUCTION AND PLANTINGS** - Lessor retains the right of approval over any new construction in the **PROPERTY**. Trees to be planted in the **PROPERTY** must conform to the CPS tree-planting guide unless otherwise approved by Lessor. Trees are not to be planted within utility easements.
30. **FLOOD DAMAGE AND CLEAN UP** - Lessor may, at Lessee's request, provide requested assistance in clean up and refuse removal that may be needed following significant flooding. This assistance may or may not include restoration of trails, fencing or signage.
31. **FENCING, SIGNAGE and IDENTIFICATION** - Signage and Fencing for the **PROPERTY** must be subject to approval by the City's permit office. Fees less than \$100 will be waived. Project proposals; grant applications, fundraisers must clearly identify the Lessee as the sponsor and responsible party involved.
32. **GRAVE SITE** - The **PROPERTY** being leased includes the Huebner Grave Site. The gravesite has been restored by the City and Eagle Scouts and is fenced to protect it from further vandalism. During the course of the lease, Lessee assumes the obligation to protect the gravesite and should vandalism occur, shall restore the site to a preexisting condition. Lessee may remove the existing chain link fence and install a suitable iron picket or stone fence.
33. **TRAILS DESIGN AND LAYOUT**- Lessee may layout, enhance, or create trailways on the **PROPERTY** within the intent and guidelines of the Conservation Action Plan.
34. **GRANT APPLICATIONS** - Lessee and Lessor, either separately or together, may elect to pursue grants to further the purposes of the Lease as stated in paragraph 5; provided that, before application for grants, each party must advise the other of its intention in this regard and must seek the approval and/or cooperation of the other. If the parties cannot agree on the advisability of seeking any grant, such question will be submitted to the Leon Valley City Council for decision.
35. **LIGHTS** - Nothing in this lease shall preclude Lessee from installing an area lighting system near the Huebner – Onion House for parking purposes. Any such lights shall not be placed within 100' of the current residential area and shall be directed downward.
36. **BANDERA ROAD ACCESS** - The long term development plans of Lessee shall include access from Bandera Road at El Verde Road. Parking would be provided for the public in the area designated by Lessee adjacent to the Homestead.. At the request of Lessee, Lessor may assist in construction of the parking area as time and funds allow.
37. **FLOOD EMERGENCY PLAN** - For the initial phase of operation of the Property, the sole public entrance to the Property will be through Rimkus Park. Lessee will rely on Lessor's Flood Emergency Plan which keeps visitors out of Rimkus Park, to likewise keep visitors out of the Property during flood events. Lessee will post notices on the Property that the area is subject to flooding hazards.
38. **DAILY OPERATIONS PLAN** - Use of the trails on the Property will be self-guided. Signage will advise the public that this is a carry in - carry out facility and that hours of operation are sunup to sundown. Guided tours of the property may be conducted by qualified persons,

including urban biologists from Texas Parks and Wildlife, for school or scout groups or other visitors. Such tours will be coordinated through HSLV. HSLV will designate contact persons concerning the Property. Initial contact person will be Michael MacDonald, 6630 Peachtree, 522-0656, who has full authority to act as HSLV's agent.

This Lease shall become effective on April 15, 2005.

LESSEE: HISTORICAL SOCIETY OF LEON VALLEY

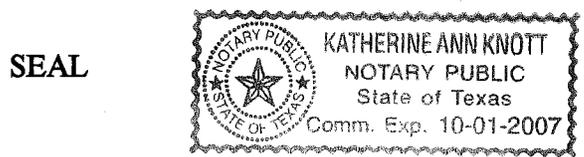
BY: President Darby Riley Darby Riley

State of Texas §

County of Bexar §

Before me, a Notary Public on this day personally appeared Darby Riley, of the Historical Society of Leon Valley, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes or consideration therein expressed.

Given under my hand and seal of office this 15th day of April, 2005.



Katherine Knott
Notary Public, State of Texas

LESSOR: CITY OF LEON VALLEY

BY: Mayor Chris Riley Chris Riley

State of Texas §

County of Bexar §

Before me, a Notary Public on this day personally appeared Chris Riley Mayor, of the City of Leon Valley, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes or consideration therein expressed.

Given under my hand and seal of office this 15 day of April, 2005.



Gretchen Black
Notary Public, State of Texas



**COSA PROPOSED
CRYSTAL HILL PARK
(HIKE AND BIKE TRAIL)**



<p>CONCEPTUAL PLAN OF LEON VALLEY HIKE AND BIKE TRAIL</p>	<p>PREPARED BY:  SIA ENGINEERING, INC. 6977 SAN PEDRO AVE. SAN ANTONIO, TEXAS 78216-6245 (210) 341-5500 FAX (210) 308-0662</p>
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