

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
PARKS AND RECREATION DEPARTMENT**

**TO:** Mayor and City Council

**FROM:** Malcolm Matthews, Director, Parks and Recreation Department

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** Melissa B. Vossmer; Finance; Management and Budget; Legal; File

**SUBJECT:** Witte Museum Lease Agreement Amendment No. 1

**DATE:** May 29, 2003

**SUMMARY AND RECOMMENDATIONS**

This ordinance approves Amendment No. 1 to the San Antonio Museum Association D/B/A The Witte Museum, which will increase lease space to include the Pioneer Hall and will amend the term of the agreement for a twenty five year term that will expire on September 7, 2022.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

Ordinance 86520, passed and approved on August 28, 1997, established a ten year lease agreement whereby the San Antonio Museum Association D/B/A The Witte Museum operates a museum on City park property. Adjacent to the Witte is the Pioneer Hall, operated by the Pioneers, Trail Drivers, and Former Rangers Association, Inc. Pioneer Hall has also held a lease for use of public property, although it is currently expired. Through a 1936 agreement with the State of Texas, this museum must be maintained as a memorial to the Texas pioneers, trail drivers and former Texas Rangers. During the past few years, Pioneer Hall has had difficulty meeting the operational and maintenance requirements of the museum. The current Association has not been able to address the decaying condition of the building and has approached the City on many occasions to request assistance. The Witte Museum is agreeable to integrating the Pioneer Hall into its operation, thus assuring that Pioneer Hall will have a greater depth of available resources.

Under the proposed amendment, the Witte's leased premises will be expanded to include the Pioneer Hall space and its use of the premises will specifically include the operation and maintenance of Pioneer Hall. The Witte will maintain Pioneer Hall as a memorial for the Texas Trail Drivers, Pioneers and Former Texas Rangers, as required in the original agreement with the State of Texas. The Witte will develop an operating plan for the Pioneer Hall within 90 days

after the amendment is approved, which will show how the Pioneer Hall facilities and programs will be integrated into the Witte's facilities and programs. The City will work with the Witte to establish within six months a capital improvement plan for Pioneer Hall. It will include, as a minimum, repairs to the HVAC system.

It should be noted that the Association is not very supportive of the Witte's proposed role in Pioneer Hall, but staff believes that the benefits of the Witte's technical expertise and other resources make this a good proposal that will benefit our citizens and visitors to Pioneer Hall.

### **POLICY ANALYSIS**

This ordinance is consistent with the City's goal of leasing public property to entities that provide beneficial services and programs to the citizens of San Antonio and to visitors.

### **FISCAL IMPACT**


There is no impact on the General Fund.

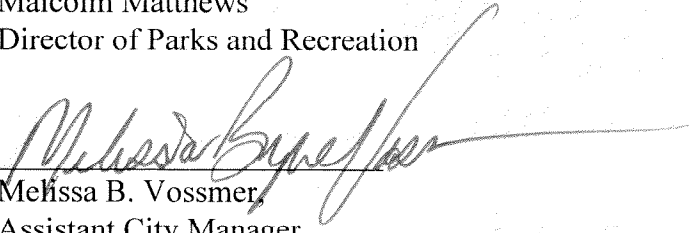
### **COORDINATION**

This item was coordinated with the City Council District 9 and the City Attorney's Office. It was presented to the Quality of Life Committee on May 22, 2003 and it received favorable review.

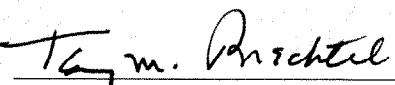
### **SUPPLEMENTARY COMMENTS**

A Discretionary Contracts Disclosure Form is attached.

  
\_\_\_\_\_  
Malcolm Matthews  
Director of Parks and Recreation

  
\_\_\_\_\_  
Melissa B. Vossmer,  
Assistant City Manager

Approved:

  
\_\_\_\_\_  
Terry M. Brechtel  
City Manager

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## City of San Antonio Discretionary Contracts Disclosure\*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

### Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract:

N/A

(2) the identity of any business entity that would be a party to the discretionary contract:

N/A

and the name of:

(A) any individual or business entity that would be a subcontractor on the discretionary contract:

N/A

and the name of:

(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity of any individual or business entity who would be a party to the discretionary contract:

N/A

\* A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

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(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

N/A

**Political Contributions**

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
N/A		

**Disclosures in Proposals**

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 or Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature: <i>James C. McArthur</i>	Title: <i>President &amp; Executive Director</i> Company: <i>Willie MacLean</i>	Date: <i>4/30/03</i>

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

**San Antonio Museum Association, D/B/A The Witte Museum**  
**Lease with Operating Standards**

**Amendment No. 1**

The City of San Antonio, ("CITY") entered into an agreement ("AGREEMENT") with San Antonio Museum Association, D/B/A The Witte Museum, ("WITTE") pursuant to Ordinance No. 86520, passed and approved by the City Council of the City of San Antonio on August 28, 1997. CITY now wishes to amend the AGREEMENT to provide an improved venue for the functions currently provided to Pioneer Hall as per the 1936 agreement between the City of San Antonio and the State of Texas, and hereby agree to amend the AGREEMENT as follows:

1. ARTICLE I. TERM, Section 1.1, the first sentence is amended as follows:

CITY hereby leases and lets unto the WITTE and the WITTE hereby accepts the Premises, as reflected in the *revised* EXHIBIT A, *which includes Pioneer Hall*, subject the terms of this Agreement.

The second sentence is unchanged.

The third sentence is amended as follows:

The term of this Agreement shall commence September 8, 1997 and shall continue for a period of *twenty-five (25)* years, ending on *September 7, 2022*, unless earlier termination or renewal shall occur according to the provisions hereinafter set forth.

Section 1.2, the first two sentences are deleted, the remainder of the section is unchanged.

3. ARTICLE III. USE, Section 3.1 is amended as follows:

The Premises are herein leased to the WITTE for the operation and maintenance of a museum and other activities incidental to a museum, known as the Witte Museum, *and Witte agrees to include Pioneer Hall.*

Section 3.1 is further amended by adding sections 3.1.1 and 3.1.2 which will read as follows:

3.1.1 The Premises herein shall include the Pioneer Hall which will be maintained as a memorial for the Texas Trail Drivers, Pioneers and Former Texas Rangers, as required in the original agreement with the State of Texas (1936). WITTE agrees to comply with all terms of the 1936 agreement and will work closely with CITY in ensuring that the requirements of the agreement are met.

3.1.2 **Operating Plan:** WITTE shall develop and submit within 90 days after the effective date of this amendment No. 1, to the Director of Parks and Recreation for his approval, an operating plan for Pioneer Hall. Such plan shall include, but not be limited to, hours of operation, a plan for the representation of the Pioneers, Traildrivers and Former Texas Rangers, within the WITTE board structure, the integration of Pioneer Hall facilities and programs into the WITTE's facilities and programs, process for meeting the requirements of section 3.1.1 above, and any other items which should be included in a general operating plan. The plan shall include all necessary detail to ensure the complete compliance by the City with the 1936 agreement. Notwithstanding anything else contained in this agreement, control of Pioneer Hall shall not

transfer to the WITTE until such time as Director of Parks and Recreation has approved such Operating Plan. In the event WITTE is unable to develop an Operating Plan to satisfy the Director of Parks and Recreation within 180 days of the effective date of this Amendment No. 1, then, in such event, the Director of Parks and Recreation shall have authority to terminate this amendment and the amendment shall than be of no further force or effect. Once approved the Operating Plan shall be attached to this agreement and shall be incorporated herein by reference for all purposes as part of this agreement, but shall be amended, from time to time, by mutual agreement of Witte and Director.

4. ARTICLE IV. CONSTRUCTION BY THE WITTE, is amended by adding section 4.1. g.,

CITY shall work with WITTE to establish, within six months of the effective date of this Amendment No. 1, a capital improvement plan for the preservation and improvement of the Pioneer Hall. Such capital improvement plan shall include at a minimum, a plan for the immediate addition of HVAC system to Pioneer Hall, as well as any necessary modification to windows and electrical components of the building to accommodate the new HVAC system. Once approved the Capital Improvement Plan shall be attached to this agreement and shall be incorporated herein by reference for all purposes as part of this agreement, but shall be amended, from time to time, by mutual agreement of Witte and Director.

5. ARTICLE XI. OPERATING COVENANTS, Section 11.1 is amended as follows:

For purposes of this Agreement, the Witte Museum shall mean the buildings and other permanent improvements and associated real property comprising the Witte Memorial Museum, the Science and Education Building, *and Pioneer Hall*, all owned by CITY and operated by WITTE, having a street address of 3801 Broadway, San Antonio, Texas.

Section 11.2 is amended as follows:

The WITTE covenants, and CITY enters into this Agreement in reliance thereon, that for the term of this Agreement it shall operate *and manage* the Witte Museum *property and the Pioneer Hall facilities* for the benefit of the public, and that it shall use the Witte Museum for the use set out in Article III hereof.

6. ARTICLE XV. REPORTS, Section 15.1 is amended to add the following section 15.1.1:

Witte shall establish a separate budget and/or fund to track Capital expenditures on Pioneer hall and revenue and expenses related to programs and services involving Pioneers, Trail Drivers, and Former Texas Rangers.



7. All of the other terms and conditions of said contract shall remain in full force and effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

San Antonio Museum Association,

CITY OF SAN ANTONIO

D/B/A The Witte Museum

\_\_\_\_\_  
City Manager

Approved as to form:

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