

**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: Christopher J. Brady, Finance; Management and Budget; Legal; File

SUBJECT: Ordinance Authorizing Execution of a Memorandum of Agreement with SAWS for Use of 1994-1999 Bond Funds for the Mitchell Lake Wetlands Project

DATE: May 13, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the execution of a Memorandum of Agreement with San Antonio Water System for use of \$500,000.00 in 1994-1999 Park Bond Funds for the Mitchell Lake Wetlands Project in City Council District 3, appropriates these funds and authorizes payment.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

San Antonio Water System (SAWS) has developed a wildlife refuge on wetlands surrounding Mitchell Lake, located in City Council District 3. As part of the 1994-1999 Bond Issue, the voters of the City of San Antonio approved the issuance of \$500,000.00 in bonds to participate in funding this project. SAWS has completed construction to the satisfaction of the City and is now seeking reimbursement of part of the cost of construction, which totaled \$1.6 million dollars. The purpose of this agreement is to allow for the transfer to SAWS of the bond funds owned by City and to give the City and the general public some rights to and over the refuge to serve a public parks purpose.

The SAWS project consisted of construction of a parking facility, conservation demonstration site and associated utilities. In addition, the Leeper House was relocated from the McNay Art Museum and renovated at the Mitchell Lake site. The project included roads, bridges and site accessibility. Water control features were modified for re-establishment of ponds and habitat.

In consideration for use of these funds, SAWS will operate and maintain the area as the Mitchell Lake Wildlife Refuge through the National Audubon Society, Inc., as specified in a

Lease and Operating Agreement, which permits public access and education opportunities for a period of 25 years.

Additional funds of \$1,450,000.00 were approved in the 2003 Bond Issue to acquire open space to buffer between the Mitchell Lake area and Land Heritage Institute property, and to develop a hike and bike trail system in the property. This project is in the initial discussion stages so that a project scope may be developed.

POLICY ANALYSIS

This action is in accordance with the approved 1994-1999 General Obligation Bond Issue.

FISCAL IMPACT

Funding of \$500,000.00 was approved in the 1994-1999 Bond Issue. This amount will be appropriated and paid to SAWS to reimburse a portion of its expenditures related to this project. There is no impact to the General Fund.

COORDINATION

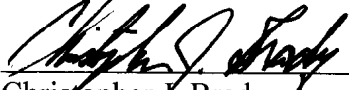
This item was coordinated with the City Attorney's Office and the Finance Department.

SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure Form is not required.

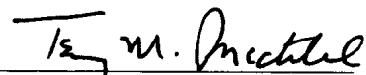


Malcolm Matthews,
Director of Parks and Recreation



Christopher J. Brady,
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

Memorandum of Agreement

Mitchell Lake Wetlands Use of City Park Bond Funds

This agreement is entered into by and between the City of San Antonio (City) and San Antonio Water System (SAWS).

BACKGROUND:

The voters of the City of San Antonio approved the issuance of bonds to participate in funding a Mitchell Lake Wildlife Refuge ("the Refuge") on SAWS owned property. SAWS has now completed construction of this project to the satisfaction of City and is now seeking reimbursement of part of the cost of construction. The purpose of this agreement is to allow for the transfer to SAWS of the bond funds owned by City and to give the City and the general public some rights to and over the Refuge to serve a public parks purpose.

PROJECT DESCRIPTION (SCOPE):

Construct parking facility, conservation demonstration site, associated utilities and amenities, while improving roads, bridges, and accessibility. Modify water control features that will provide for re-establishment of ponds and habitat.

STATEMENT OF SERVICES TO BE PERFORMED:

San Antonio Water System (SAWS) will:

1. Maintain the project at Mitchell Lake site as specified in the attached construction drawings (Exhibit A) and itemized construction pay requests (Exhibit B).
2. Allow the City of San Antonio (City) reasonable access to Mitchell Lake site to conduct onsite inspection of any project construction under this Agreement.
3. In the event any major modifications to facilities constructed with bond funds approved by the voters of the City of San Antonio for the Mitchell Lake Wildlife Refuge are contemplated, the San Antonio Water System shall first notify the City Director of Parks and Recreation prior to undertaking a thorough public information and participation process.
4. Operate and maintain the area as the Mitchell Lake Wildlife Refuge through the National Audubon Society, Inc., as specified in a Lease and Operating Agreement (Exhibit C), which permits public access and education opportunities for a period of 25 years. If, for any reason the Audubon Society ceases to be the site operator for the Mitchell Lake Wildlife Refuge, SAWS shall first notify the City Director of Parks and Recreation prior to undertaking an open, public Request for Proposals procedure to select another operator for the Refuge.
5. SAWS shall install and maintain a plaque on finished project that gives prominent mention of the City's funding throughout the term of this agreement.

6. Any publicity surrounding the opening of the project will give credit to the City for use of its funds.

City of San Antonio (CITY) will:

1. Reimburse SAWS in the amount of \$500,000.00 for the services performed.

Executed in duplicate originals, each of which shall have the full force and effect of an original
this the _____ day of _____ 2004.

SAN ANTONIO WATER SYSTEM

CITY OF SAN ANTONIO

by _____

(Signature)

(Name, Title)

(Date)

by _____

(Signature)

(Name, Title)

(Date)

Exhibit A
Construction Drawings

Construction plans for SAWS Mitchell Lake Wetlands Project are on file in the City of San Antonio Development Services Department and the Parks and Recreation Department.

Exhibit B
Itemized Construction Pay Requests

Itemized construction pay requests from SAWS will be on file in the Finance Department or in the Parks and Recreation Department.

LEASE AND OPERATING AGREEMENT

between the

THE SAN ANTONIO WATER SYSTEM AND NATIONAL AUDUBON SOCIETY, INC.

The San Antonio Water System (hereinafter "SAWS"), and National Audubon Society, Inc. (hereinafter "Audubon"), each entity acting by and through duly authorized officers, enter into this Lease and Operating Agreement effective April 5, 2004 (the "Effective Date").

WHEREAS, Mitchell Lake and the associated wetlands (polders and decant basins) and uplands have been a part of the wastewater management process of the City of San Antonio (the "City") since the end of the nineteenth century; and

WHEREAS, the Mitchell Lake Wildlife Refuge (as hereinafter defined, the "Refuge") is an important ecosystem for birds migrating along the Central Flyway and has been designated by the City of San Antonio as a "refuge" for birds, waterfowl and other wildlife; and

WHEREAS, SAWS has the exclusive responsibility for the management of Mitchell Lake for the benefit of the community and recognizes the benefits the community can gain through education, wildlife and land management, and research; and

WHEREAS, Audubon's mission is to conserve and restore natural ecosystems, focusing on birds, other wildlife and their habitats, for the benefit of humanity and the earth's biological diversity; and

WHEREAS, Audubon's 2020 Vision calls for the creation of community-based nature centers; and

WHEREAS, Audubon can create partnerships that will facilitate the collection of critical information on the flora and fauna at Mitchell Lake and provide such data to SAWS and others, which information is valuable in the management of the Refuge; and

WHEREAS, SAWS and Audubon have agreed that Audubon shall (i) lease from SAWS approximately 600 acres of the Mitchell Lake Property (as hereinafter defined), being referred to herein as the Refuge and including certain improvements thereon to house a nature center, (ii) conduct educational programming, public tours, research, and other activities at portions of the Refuge and (iii) maintain the wetlands and uplands areas of Mitchell Lake and that Audubon's activities shall promote community education, scientific research, and enhancement of the wildlife at the Refuge; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants set out herein, the receipt and sufficiency of which is acknowledged and confessed, the parties hereto agree as follows:

I PURPOSE; LEASE

1.01. OWNERSHIP

SAWS remains the owner of all Mitchell Lake properties and shall have the final decision making authority as to all matters pertaining to the operation of Mitchell Lake, including the treatment system, lake, wetlands, and uplands, other than those matters pertaining to the day-to-day operation of the Refuge by Audubon as provided herein. The identification and reference of such areas as the Refuge is not and shall not constitute a dedication or restriction of the property beyond that of the 1973 City of San Antonio Ordinance # 41789 and all agreements of record, including the Ria Mia Oil and Gas Lease.

1.02. LEASE AND SITE OPERATION

SAWS does hereby demise and let unto Audubon, and Audubon does hereby lease and take from SAWS, for the Term (as hereinafter defined) and upon the covenants, terms and conditions hereinafter set forth, the Refuge, including the Audubon Center (as hereinafter defined, the "Center"), and any other improvements, tour paths, entrance gate, drives and parking areas now or hereafter located on the Refuge. SAWS does hereby appoint Audubon as the Site Operator of the Refuge, performing day-to-day operation of public areas, education programs, tours, conservation programs, research studies, and monitoring of water levels in the wetland ponds, polders and basins.

1.03. CONSIDERATION

Audubon shall pay no monetary consideration or rent to SAWS in respect of the Refuge during the term of this Agreement. The consideration for this Agreement shall be the day-to-day operation of the Refuge and Center by Audubon as provided in this Agreement for the benefit of both SAWS and the residents of San Antonio.

1.04. USE AND LIMITATIONS OF AUTHORITY

Audubon shall use the Refuge for charitable, educational, cultural, scientific and research purposes, including, without limitation, as a nature center providing environmental education and promoting conservation action through programs, classes and other activities, and as a sanctuary for the protection of birds, other wildlife and their habitat, together with uses incidental thereto, consisting of office space, storage, exhibits, food service, fundraising events, a shop for the sale of books and related items, demonstration gardens, and interpretative areas and trails. Audubon's use of the Refuge will be consistent with SAWS' management and operation of its wastewater system. Audubon shall not have the power or authority to speak for or commit SAWS in any way nor shall SAWS have the power or authority to speak for or commit Audubon in any way. Audubon shall not use its position as operator of the Refuge to support or oppose any political, environmental or social issues "as SAWS representative".

1.05. SITE IMPROVEMENTS

Audubon may not undertake any capital improvements or other construction-type project for any part of the Refuge without SAWS' prior written approval. Any improvements made by Audubon at the Refuge shall become a part of the Refuge and SAWS' property; however, SAWS shall not be obligated or liable to pay any costs of improvements constructed by Audubon.

SAWS shall not be obligated or liable to any party for any contract or obligation created by Audubon whether or not SAWS receives a benefit from such contract unless the SAWS' Designee or other authorized SAWS' officer executes the contract.

1.06 COMMITMENT OF SAWS

Audubon may not commit SAWS to any research study, educational or conservation plan, program or project at the Refuge without SAWS' prior written approval. Audubon may not undertake any research study, educational or conservation program or project at the Refuge, funded in whole or in part with SAWS funds without SAWS prior written approval, such prior written approval not to be unreasonably withheld. Execution of the agreement constitutes SAWS' written approval of the program set out in Addendum I, which is attached hereto and incorporated herein for all purposes.

II DEFINITIONS

2.01. MITCHELL LAKE PROPERTY

Means the contiguous property owned by SAWS, including the lake, polders and decant basins, and the open fields adjacent to and north of the polders to the San Antonio Police Academy property, and being the area shown on Exhibit A, attached hereto.

2.02. MITCHELL LAKE

Means the main lake from the southern boundary of the wetlands to the dam at the south end of the lake.

2.03. MITCHELL LAKE WETLANDS

Means the polders, decant basins and storm water drainage channels bordering the basins and polders of Mitchell Lake.

2.04. MITCHELL LAKE UPLANDS

Means the SAWS owned property of approximately 400 acres of open fields and ponds located between the polders and the San Antonio Police Academy property and from Pleasanton Road to the east property boundary.

2.05. MITCHELL LAKE WILDLIFE REFUGE

Means the Mitchell Lake Wetlands and Mitchell Lake Uplands, or the portion of the Mitchell Lake Property bordered on the north by the police training center, on the south by the dike separating Mitchell Lake from the Mitchell Lake Wetlands, and on the east and west by the SAWS' boundary fences, such tracing being shown on Exhibit B, consisting of approximately 600 acres, which includes the Center, tour paths, entrance gate, drives and parking areas on the designated property.

2.06. AUDUBON CENTER

Means the structure, formerly known as the Leeper House and described in Exhibit C, containing approximately 1,800 square feet of space provided by SAWS where educational programming may be conducted or outdoor programming initiated, visitors may find information about

Mitchell Lake, the property, visitation rules and hours, and may have public meetings, and Audubon may have offices, all in accordance with the terms and conditions of this Agreement.

2.07. SAWS' DESIGNEE

Means the SAWS' employee designated by SAWS to coordinate and oversee the activities at the Refuge.

2.08. AUDUBON DESIGNEE

Means Audubon's employee, having the title "Center Director", responsible for coordination of Audubon activities at the Center and Refuge with SAWS. Audubon will notify SAWS in writing of the name of its Designee. The Designee's duties will include coordination of tours, educational programs and other activities at the Refuge and keeping a calendar of scheduled events and activities available to SAWS. Any change in Audubon Designee shall be communicated to SAWS.

III

MAINTENANCE OF REFUGE, CENTER AND EXISTING IMPROVEMENTS

3.1 SAWS' MAINTENANCE OBLIGATIONS

3.1.1. CENTER

SAWS shall make the Center suitable for use as a nature center and an office for Audubon. The work to be provided by SAWS is described in Exhibit C attached, and SAWS shall complete such work on or about April 30, 2004. A portion of the Center space shall also serve as a depository and library for Mitchell Lake resource materials and studies.

3.1.2. STRUCTURAL MAINTENANCE OF THE CENTER

SAWS shall provide all structural and other maintenance for the Center other than the maintenance expressly required of Audubon under Section 3.2.1. below. SAWS' maintenance shall include the roof, exterior walls, doors, windows, floors, interior walls, electrical, plumbing, and HVAC systems.

3.1.3. UTILITIES

SAWS shall provide the electric, water, sewer, and local (San Antonio local area) telephone service for the Center at the basic or minimum service level as outlined in Section 3.2.2 below. Audubon shall pay all additional utility charges.

3.1.4. GROUNDS, GATES AND ROADS MAINTENANCE

SAWS shall maintain the drives, entrances, gates and gate areas, roadways and parking area adjacent to the Center, mow the shoulders of the roads in the wetlands area and a portion of the open fields as SAWS deems appropriate. The area maintained by SAWS shall not exceed 25 acres including the existing landscape contract area.

3.2 AUDUBON MAINTENANCE AND OPERATIONS OBLIGATIONS

3.2.1. HOUSEKEEPING AND TRASH

Audubon shall provide all general housekeeping and minor maintenance for the Center. Audubon shall make all minor repairs to the Center, meaning any repair requiring \$100 or less in parts and materials. Audubon shall remove trash and litter from the gate and entrance area, the roads, the parking areas, pathways, observation areas, and area around the Center. Audubon shall remove its trash and debris from the Refuge. If trash service is employed, the location of the dumpster must be approved by SAWS.

3.2.2. CONSUMABLES AND UTILITIES

Audubon shall provide all consumables used at the Center, including office supplies, soap, paper towels, toilet paper, and cleaning supplies. Audubon shall also pay all utility costs in excess of the base or minimum monthly charge. SAWS will not be responsible for water usage exceeding 7,000 gallons in any single billing cycle, any telephone charges in addition to basic local telephone service, or electrical charges exceeding \$250 per billing cycle.

3.2.3. LANDSCAPING

Audubon shall maintain the landscaped and planted areas around the Center, including beds and shrubs. Audubon shall use only organic methods or compost for maintaining such landscaping. SAWS must approve the use of any chemicals, pesticides, fertilizers, or similar materials at the Refuge in writing. Audubon shall maintain and make all ordinary repairs to paths, trails and walkways (including any shredding, filling in of washed out areas, and removal of litter). Audubon may, in collaboration with SAWS, develop new trails at the Refuge as needed to support Audubon's programs and other activities at the Refuge. SAWS shall make major repairs that result from catastrophic events.

3.2.4. USE OF SAWS PROPERTY

Audubon may use all of SAWS' property located at the Center, including the existing Refuge records and any furniture, office equipment and computers, yard tools and trash receptacles. All such property shall remain SAWS' property and shall be returned to SAWS upon termination of this Agreement in good condition, ordinary wear and tear excepted. Such furniture, fixtures and equipment as is replaced by Audubon in the ordinary course of operations shall become the property of SAWS on termination of this Agreement; provided, however, that computers, exhibits, artwork and other property marked as property of Audubon shall remain the property of Audubon. SAWS will tag its property and will require an annual inventory of that property by Audubon as provided below. SAWS is not obligated to provide office furniture or equipment under this Agreement for use in the Center.

IV

OPERATION OF THE REFUGE AND CENTER

4.1. RESTRICTED AREAS/ACTIVITIES

Audubon shall restrict and limit all visitors (including tours and educational groups) to the Refuge to the top of the roadways, approved paths and observation areas in the wetlands and uplands. Such visitors, including Audubon employees and/or representatives, may not enter the polders, the basins, the ponds, the drainage channels, or other waterways without express approval of SAWS. No motor vehicles, except Audubon vehicles engaged in operations, will be allowed anywhere on the Refuge other than on improved roads and parking areas. Visitor vehicles may be allowed according to a written protocol approved in writing by SAWS. Any use and/or possession of firearms are not allowed.

4.1.1. CPS, BMWD, EL PASO NATURAL GAS, RIA MIA AND SAPD ACCESS

Audubon may not impose access restrictions on City Public Service (hereinafter "CPS"), Bexar Metropolitan Water District, El Paso Natural Gas, Ria Mia or SAWS' employees working at Mitchell Lake, including the Refuge. Nor shall the San Antonio Police Academy staff or trainees be restricted from walking or jogging on the roads from the Police Academy to the lake dike, without prior written consent from SAWS.

4.1.2. OIL LEASE OPERATION

Audubon shall not interfere with vehicular access by Ria Mia to its oil field operations, including maintenance and pumping vehicles. SAWS shall provide the oil field operators gate access. Audubon may log in the vehicles but may not deny the oil field operator and its contractors access to their site. Vehicles belonging to the oil lease owners, employees or their vendors and SAWS vehicles are the only vehicles allowed to drive on the oil field. No foot traffic or vehicular traffic will be allowed within fifteen (15) feet in any direction of any oil well. The oil field area boundaries and location of all oil wells are indicated on the map attached as Exhibit D. It is the responsibility of Audubon to inform all visitors of this restriction.

SAWS shall use reasonable efforts to ensure that the activities of SAWS, CPS and the other entities described in Section 4.1.1. as well as the oil field operators and other entities described in Section 4.1.2 do not unreasonably interfere with the use of the Refuge as a nature center and wildlife sanctuary. Except for the obligations of Audubon set forth in this Agreement with respect to the Center and Refuge, Audubon shall have no obligations with respect to the Mitchell Lake Property and improvements thereon, including, without limitation, the wastewater treatment system, the dam and the dikes.

4.2. CENTER NAME AND BRANDING

The Center shall be known hereafter as the Mitchell Lake Audubon Center. The Center will be operated solely by Audubon, will identify itself as an Audubon Center consistent with the branding and identity program of other Audubon Centers around the country, and will use as its symbol a logo that is a trademark of Audubon and approved by Audubon. Audubon will incorporate into the Center the Essential Elements of an Audubon Center, which are set forth in Exhibit E. Audubon will set and monitor standards that apply to all Audubon Centers, including the Center, in such areas as the character and quality of the educational programming and the character and quality of the buildings, improvements and signage. The Center will constitute one

of the official Audubon Centers in Texas and in the Audubon network, with programs that encompass the activities, mission and functions of Audubon and SAWS.

SAWS acknowledges Audubon's exclusive right, title and interest in and to the trade and corporate name "National Audubon Society" and the trademarks "Audubon" and "Audubon Center" ("Audubon Marks"), and acknowledges that any use of the Audubon Marks without the benefit of a license agreement is an infringement of Audubon's rights and constitutes unfair competition. While this Agreement is in effect and thereafter, SAWS will not in any manner represent that it has any interest in the Audubon Marks; will not contest Audubon's exclusive right, title and interest in and to, or the validity of, the Audubon Marks; and will not act in any manner inconsistent with Audubon's indivisible ownership of the Audubon Marks.

Audubon shall have the right to place, construct and maintain in, on, or about the Refuge signs or graphic installations, advertising the name of the Center or any other matter germane to Audubon's use of the Refuge and plaques or other displays of the names of donors or contributors to the Center. Audubon may also name any feature of the Center (such as a bench, garden or room within any improvement) in acknowledgement or recognition of, or in connection with any donation to the Refuge. Audubon will recognize the contribution and cooperation of SAWS by placing the words "in partnership with the San Antonio Water System" on signage located at the Mitchell Lake Property and in promotional and other appropriate marketing materials specifically related to Audubon's activities or events on the Refuge.

Without conflicting with or infringing upon the rights set out herein regarding the Audubon Marks, SAWS shall ensure that any signage recognizing SAWS' contributions shall also include language (as required by that certain Interlocal Agreement between SAWS and the City of San Antonio) recognizing the City's contributions funded by the 1996 Bond/Improvements and Amenities Project.

4.3. CENTER DIRECTOR AND STAFF

The Center and Refuge will be operated on a day to day basis by a center director (the "Center Director"). The Center Director and other Center staff shall be employees of Audubon and shall be subject to all Audubon personnel policies and procedures and applicable laws and regulations. The Executive Director of Audubon Texas (or his/her designee) shall supervise the Center Director. Audubon will not be obligated to employ any SAWS employees presently employed at the Mitchell Lake Property and will have no liability by reason of its decision not to employ any SAWS employee.

4.4. AUDUBON WEB PAGE

Audubon shall maintain and publish on the Audubon Texas website an informational web page, with a schedule of Refuge activities, including (i) educational programming; (ii) when the Refuge is open to the public; (iii) scheduled tours or similar activities available to the public; (iv) other activities scheduled to occur at the Refuge including ongoing studies; and (v) other Audubon activities. To the extent practicable, such web page will include a link to SAWS' Mitchell Lake web page. The schedule shall be updated in a timely manner and shall extend out at least thirty days.

4.5. PROGRAMMING, SPECIAL EVENTS AND FEES

All programming at the Refuge will be developed and implemented by the Center Director and staff. Programming will include, but not be limited to, environmental education programs, volunteer training, seminars and workshops, native plant demonstrations, habitat restoration projects and wildlife monitoring. Audubon may, in its discretion, charge fees for admission, programming and events.

Audubon may conduct certain special events at the Center, including, without limitation, fundraising events for the benefit of Audubon, and exhibit openings, provided that Audubon shall provide for and assume all costs and expenses for any permits required by governmental authorities, or additional personnel or facilities necessary to accommodate such events. The dispersing of alcohol shall not be permitted at the Center except in connection with such special events.

The above notwithstanding, Audubon will set fees and charges, especially for events co-sponsored by SAWS, which reflect SAWS' desire to make such events within the reach of the majority of the residents of the San Antonio region.

Audubon shall have at least one employee or representative present at the Refuge whenever the Refuge is open to the public for public or private events. In addition, when conducting tours or educational programs for groups, Audubon shall ensure that one Audubon employee or representative shall accompany each group on the Refuge property.

4.6. PROPERTY INVENTORY

Audubon shall maintain a detailed inventory of the property at the Refuge, including the furniture, fixtures and equipment, tools and equipment. Such inventory shall be provided to SAWS' Designee on request. Such inventory shall be updated at least once a year by a physical inspection and count. Audubon shall conduct a walk around inspection survey of the Refuge at least once each calendar quarter and provide SAWS with a copy of the written report. Property of Audubon or of cooperating organizations used at the Refuge shall be marked as property of Audubon or that organization, and shall remain the property of its owner unless specifically donated to SAWS.

4.7. ELECTRONIC ACCESS AND SECURITY CONTROL

SAWS and Audubon shall take all reasonable steps to ensure that the access gates to the Refuge are closed and locked whenever Audubon personnel or SAWS' personnel are not present. SAWS shall maintain the electric gate and lock and provide Audubon with access cards. Audubon may provide the gate code to its volunteers for their access to the site. Audubon shall maintain a list of the individuals to whom the access code is provided and furnish such list to the SAWS' Designee upon request, and if not requested, once every six months.

SAWS may provide the current gate code to individuals conducting approved research programs at the Refuge when Audubon has reasonably determined that such individual requires access to the site for study purposes during hours that an Audubon employee or representative is not present.

SAWS reserves the right to change access codes as it deems appropriate and may, at any time, restrict access to the Refuge by any party if SAWS determines that such action is appropriate for either public safety and welfare or to protect the Refuge. SAWS shall inform Audubon promptly by phone with follow-up e-mail of the new electronic gate code whenever the code is changed. SAWS may install such additional fences, gates, security lighting and other security devices, as SAWS deems appropriate.

Audubon acknowledges and agrees that SAWS is not responsible for the safety and/or security of Audubon personnel, invitees, guests, or their personal property on the site. Mitchell Lake is a rural area with unknown dangers both natural and manmade. All individuals entering the site for any purpose do so at their own risk. Audubon shall post appropriate signage to such effect.

Audubon shall establish a protocol for use of the Center and Refuge and inform SAWS in advance on individuals and groups using the facilities.

4.8. RESEARCH LIBRARY

Audubon shall maintain the existing Mitchell Lake research files in the Center. Audubon shall be responsible for maintaining the records and updating the library with all additional studies of Mitchell Lake habitat and its wildlife. All studies, surveys and records of activities at Mitchell Lake created by Audubon or by independent contractors of Audubon shall be the property of Audubon. Audubon hereby grants to SAWS a royalty free, perpetual license to use, reproduce, distribute and make derivative works from such materials.

4.9. MAINTENANCE OF WATER LEVELS

Audubon understands and acknowledges that water transfers by SAWS are conditioned upon adherence to its wastewater permits for its Mitchell Lake and Leon Creek Water Recycling Center operations. Audubon shall request the transfer of water between wetland basins and polders to maintain the wetlands and habitat areas. Audubon shall keep a detailed and accurate log of these water transfer requests.

SAWS, at its expense, shall perform the required inspections and maintenance to keep the system in working condition and suitable to move water between the wetland basins. SAWS has no obligation to construct new water transfer facilities. Audubon shall promptly notify the SAWS' Designee by e-mail when any repair or maintenance work to be provided by SAWS is required.

SAWS, subject to all State, County and City laws, rules and regulations regarding the use of water, shall provide the water for maintenance of the wetland basins by operating SAWS owned and controlled pumping facilities transferring water into the wetlands area from which SAWS will draw the water for the various wetland basins. Audubon shall monitor the water levels in the basins and polders and provide SAWS reasonable advance notice of the necessity to supply water to the wetlands area. SAWS shall make good faith efforts, employing best practices, to undertake its water transfers in such a manner as not to endanger wildlife.

4.10. PUBLIC USE OF THE AUDUBON CENTER

Audubon will make the public areas of the Center available to other neighborhood or community groups subject to the availability and scheduling by Audubon and consistent with the protocol designed by Audubon and approved in writing by SAWS. Any charge by Audubon for the use of the Center shall be restricted to the reasonable cost Audubon will incur to operate, clean and maintain the building for such event and to have an employee or representative on site and shall be considered earned income to be used for Audubon operational funds. An Audubon employee or representative must be present for all such activities. Both SAWS and Audubon agree that the Refuge and Center shall not be used to support or oppose any political party and/or the election of any candidate for public office. Nothing herein shall be construed to prohibit the facilities from being used to educate the community and to promote an understanding of the conservation issues of the state or local area through programs, panels, dialogues and forums.

4.11. PUBLIC COMPLAINTS

Audubon shall promptly notify the SAWS' Designee by e-mail of any public complaint or other concerns pertaining in any way to Refuge.

SAWS shall promptly furnish Audubon with information on any public complaints brought to its attention pertaining to Audubon activities at the Refuge.

4.12. FUNDING AND REVENUE

SAWS shall fund conservation programs and activities associated with the Mitchell Lake Wildlife Refuge and Nature Center. Audubon programs and activities, and the associated funding for the initial three years of the agreement, are outlined in Addendum I. The funding for the first year's activities shall be in an amount not to exceed \$105,380.00. SAWS shall fund one-half of this amount or \$52,690.00 upon execution of this agreement. The remaining first year funding payment shall be made upon receipt of the first progress report to be submitted by Audubon on or about June 1, 2004.

Per Addendum I, SAWS' second and third year funding for programs/activities shall be for annual amounts not to exceed \$94,215.00 and \$64,955.00 respectively. Funding for programs and activities beyond year three will be outlined in subsequent annual administrative service agreements.

4.13 REVIEW OF DOCUMENTS

Audubon shall provide SAWS with copies of all maps, publications, statements, brochures and other materials relating to the Refuge before they are made available to the public. Such copies shall be sent to SAWS personnel set out in Section X Notices.

4.14 AGREEMENTS AND RELEASES

SAWS and Audubon acknowledge that the execution of Liabilities and Releases by third parties visiting the Refuge may be necessary from time-to-time. Such instances will be identified and reviewed by SAWS and Audubon's Risk Management.

4.15 CONTROL OF SENSITIVE AREAS

Audubon shall identify, define, delineate or map sensitive features, areas and natural and cultural resources at the Refuge and provide such information to SAWS' Designee. Audubon and SAWS shall make reasonable efforts to avoid those areas when performing maintenance activities or otherwise working or patrolling the site. Audubon and SAWS shall not be liable or responsible for any damages or injury should any such area be deliberately or accidentally destroyed.

4.16 ANNUAL FINANCIAL STATEMENTS

Audubon shall submit to SAWS, annual audited financial statements of Audubon when available but in no event later than one hundred twenty (120) days after the end of its fiscal year for the fiscal year just ended. Audubon shall maintain its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. Audubon shall promptly notify SAWS of any changes in this status. SAWS may cancel this agreement if Audubon changes its nonprofit status.

4.17 HAZARDOUS MATERIALS

Audubon shall (a) comply with all applicable Environmental Laws (as hereinafter defined) and obtain and comply with and maintain any and all licenses, approvals, registrations or permits required by applicable Environmental Laws, (b) keep the Refuge free of contamination from any Hazardous Materials (as hereinafter defined) used or stored by Audubon on the Refuge and (c) not bring Hazardous Materials on or to the Refuge except for those necessary for the operation of the Refuge by Audubon in amounts reasonably necessary for such purpose.

Audubon shall not be required to remove, nor shall Audubon have any liability in connection with, any such Hazardous Materials which were on the Refuge on the Commencement Date or which are brought on or to the Refuge by any party other than Audubon. To the extent, and only to the extent allowed by law and the Texas Constitution, SAWS shall indemnify and hold harmless Audubon from and against any and all claims, losses, expenses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) that Audubon may incur arising out of or as a result of the existence of Hazardous Materials, which were on the Refuge on the Commencement Date. This indemnity shall survive the expiration or termination of this Lease.

Audubon shall indemnify and hold harmless SAWS from and against any and all claims, losses, expenses and liabilities (including, without limitation, reasonable attorneys' fees and expense) that SAWS may incur arising out of or as a result of Audubon's breach of or failure to comply with the provisions of this Section. This indemnity shall survive the expiration or termination of this Lease.

For purposes of this Agreement, the following terms shall have the following meanings:

"Environmental Laws" shall mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any federal, state or municipal government, department, commission, board or officers having jurisdiction over the Refuge and any and all common law requirements, rules and bases of liability regulation, relating to or imposing liability or standards of conduct concerning pollution or protection of human health or the environment, as now or may at any time hereafter be in effect.

"Hazardous Materials" shall mean any hazardous or toxic substances, materials or wastes, defined, listed, classified or regulated as such in or under any Environmental Laws, including without limitation, asbestos, petroleum or petroleum products (including gasoline, crude oil or any fraction thereof), polychlorinated biphenyls, and ureaformaldehyde insulation.

V INFORMATION SUBMITTED TO SAWS

SAWS requires the following information to be submitted to the SAWS Designee at a time that is mutually agreeable to both parties.

5.0 ANNUAL REPORTS

Annual reports shall contain but not be limited to an unaudited statement of income and expense reflecting Audubon's activities at the Center and Refuge. A complete compilation of all activities for the year with the number of participants and attendees shall be included in the Annual Report submitted to SAWS. This should include any educational programming, conservation demonstrations, landscaping, habitat restoration, science studies, or other activities.

5.1 AUDITS

Audubon agrees that SAWS shall have access, upon reasonable prior notice to Audubon, during normal business hours to any and all books, documents, papers, and records of Audubon that are directly pertinent to Audubon's obligations under this Agreement for the purposes of making audits and examinations.

VI TERM AND TERMINATION RIGHTS

6.1 TERM

The initial term of this Agreement (the "Initial Term"; the Initial Term, together with any renewal term, the "Term") shall commence on the Effective Date and shall expire twenty-five (25) years hereafter unless sooner terminated as hereinafter provided. Audubon shall be entitled to renew this Agreement for one additional twenty five (25) year term. Renewal for such additional twenty five (25) year term shall be automatic subject to the condition that Audubon, at the end of the Initial Term, shall be occupying and using the Refuge as provided in Section 1.03.

6.2 TERMINATION BY SAWS

If Audubon shall fail to comply with or perform any material term, covenant or condition of this Agreement to be complied with or performed by Audubon and such failure shall continue for one hundred twenty (120) days after written notice from SAWS to Audubon, or, if the failure is of such a character as cannot reasonably be cured within such one hundred twenty (120) day period, Audubon shall fail to take such action as reasonably can be taken toward curing the same and/or shall fail to prosecute such action as promptly as is reasonably possible after said action is initiated, then SAWS, at SAWS' option, shall have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity: (a) terminate

this Agreement, in which event Audubon shall immediately surrender the Refuge to SAWS and if Audubon fails to do so, SAWS may, without prejudice to any other remedy it may have for possession of the Refuge, take such other action to remove Audubon and any other person who may be occupying the Refuge or any part thereof, or (b) SAWS may enter upon the Refuge and perform and take any actions Audubon is obligated to perform or take under the terms of this Agreement, and Audubon shall reimburse SAWS for any expenses that SAWS may incur in so effecting compliance with Audubon's obligations under this Agreement. In the event that at any time SAWS is no longer able to carry out the purposes of this Agreement because of failure to obtain the necessary permits and licenses from applicable governmental authorities SAWS shall have the right to terminate this Agreement upon one hundred twenty (120) days written notice to Audubon.

6.3 TERMINATION BY AUDUBON

If SAWS shall fail to comply with or perform any material term, covenant or condition of this Agreement to be compiled with or performed by SAWS and such failure shall continue for one hundred twenty (120) days after written notice from Audubon to SAWS or if the failure is of such a character as cannot reasonably be cured within such one hundred twenty (120) day period and SAWS shall fail to take such action as promptly as ins reasonably possible after said action is initiated, then Audubon, at Audubon's option, shall have the right in addition to all other rights and remedies provided at law or in equity to terminate this Agreement.

In the event that at any time Audubon is no longer able to carry out the purposes of this Agreement because of (a) corporate incapacity, (b) lack of funds to operate the Refuge, (c) failure to obtain the necessary permits and licenses from applicable governmental authorities, (d) the discovery of Hazardous Materials on the Refuge that predate the Commencement Date, then Audubon shall have the right to terminate this Agreement upon one hundred twenty (120) days written notice to SAWS. If Audubon shall terminate this Agreement as herein provided, then Audubon shall surrender the Refuge to SAWS without delay.

VII AMENDMENT

Any part of this Agreement may be amended only by written instrument approved by both parties.

VIII INDEMNIFICATION

Audubon agrees to fully indemnify, defend, and hold harmless SAWS, its agents, employees, officers, directors and trustees' representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal injury or death, and property damage made upon SAWS arising out of, resulting from, or related to the negligent acts and omissions of Audubon, any agent, officer, director, representative, employee, contractor or subcontractor of Audubon, and their respective officers, agents, employees, directors and representatives, while in the exercise of performance of the rights or duties under this Agreement, provided that Audubon shall not be responsible for liability or claims resulting directly from the sole active negligence of SAWS. Audubon and SAWS shall promptly advise each other in writing of any claim or demand against SAWS or Audubon known to Audubon or SAWS related to or arising out of Audubon's activities under this Agreement, and Audubon shall see to the investigation of and defense of such claim or demand at Audubon's costs. SAWS shall cooperate and assist in the defense of any such claim or demand if reasonably requested by Audubon and shall have the right, at its option and at its own expense, to participate in such defense without relieving Audubon of any of its obligations under this paragraph.

IX INSURANCE

Audubon, at its cost and expense, shall maintain throughout the term of this Agreement, Commercial General Liability (CGL) insurance that will protect Audubon, SAWS and the City from claims for damages due to bodily injury, property damage and personal injury resulting from Audubon's activities at Mitchell Lake. The minimum limits of liability shall be:

\$1,000,000.00	Occurrence Limit
\$2,000,000.00	General Aggregate
\$1,000,000.00	Products/Completed Operations Aggregate
\$1,000,000.00	Personal and Advertising Injury
\$50,000.00	Fire Legal Liability
\$1,000,000.00	Contractual Liability
\$5,000.00	Medical Liability

SAWS, at its cost and expense, shall maintain through out the term of this Agreement, Fire and Extended Coverage insurance on all buildings and other improvements on the Mitchell Lake Property, insuring full replacement value, and CGL insurance with a combined single limit of \$1,000,000 per occurrence, and \$2,000,000 general aggregate for bodily injury, including death, product liability and property damage.

All policies of insurance provided for herein shall name SAWS, the City and Audubon as the insureds, as their respective interests may appear, and shall be written to cover claims incurred,

discovered, manifested or made during or after expiration of the term of this Agreement. Any such policies of insurance shall be for periods of not less than one (1) year and, to the extent obtainable, contain a provision pursuant to which such insurance may not be modified or cancelled, nor the amount thereof reduced, except upon thirty (30) days notice to the City, SAWS or Audubon, as applicable. Each of SAWS and Audubon shall deliver to the other certificates evidencing such insurance and payment of premiums thereon, and shall procure renewals thereof from time to time at least thirty (30) days before the expiration thereof.

- Naming SAWS and the City as an Additional Insured; and
- To provide a Waiver of Subrogation in favor of SAWS and the City and Audubon.

The insurance that is required under these requirements shall be written so that SAWS and the City will be notified in writing in the event of cancellation, restrictive endorsement or non-renewal at least thirty (30) days prior to such action. Audubon shall file Certificates of Insurance with SAWS ten (10) days prior to the execution of this Agreement. All insurance policies required by these requirements shall be with insurance companies, firms or entities that are A.M. Best Rating of "A-(minus)" and a Financial Size Category of a "VII" or better. This insurance shall be of an "Occurrence" type.

To the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Texas, SAWS and Audubon mutually agree that with respect to any loss which is covered by casualty insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other from any and all claims with respect to such loss.

X NOTICES

All notices given under this Agreement shall be given in writing. The notices shall be delivered in person to the named individual addressee set out below or given by depositing the notice in the U.S. Mail, postage prepaid, certified mail, return receipt requested. The notices shall be addressed as follows:

If to Audubon:

Executive Director
Audubon Texas
901 S. Mopac, Bldg 2, Suite 410
Austin, TX 78746

With copy to: General Counsel
National Audubon Society, Inc.
700 Broadway
New York, NY 10003

If to San Antonio Water System:

Meg Conner
Director-Treatment Technical Services
Calvin Finch
Director-Conservation
San Antonio Water System
P.O. Box 2449
San Antonio, Texas 78298-2449

With copy to:

General Counsel
San Antonio Water System
P.O. Box 2449
San Antonio, Texas 78298-2449

XI ASSIGNABILITY

This Agreement may not be assigned in whole or in part to any party without the prior written consent of the other party.

XII NON-ASSIGNABILITY

This Agreement, or any part hereof, or the administration or performance of any activity or service performed by Audubon hereunder, cannot be assigned or sublet, contracted away, or in any manner transferred without prior written consent and full approval by SAWS through its Chief Executive Office.

XIII COMPLIANCE WITH LAWS

Audubon and SAWS will observe and comply with all deed restrictions of record, management plans and planning process, and comply with the rules and regulations and laws now in effect or which may be promulgated during the continuance of this Agreement by any municipality, county, state, or federal authority having jurisdiction in regard to the Mitchell Lake Property, including the uplands, polders and decant basin complex, and the lake to the dam.

XIV INTEGRATION

This Agreement sets for the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings except as specified herein. This Agreement may not be modified or changed other than by an agreement in writing executed by all of the parties hereto.

XV
APPROVALS; CONSENT TO BREACH NOT WAIVER

Whenever the approval, consent or permission of SAWS or Audubon is required to be obtained pursuant to the terms of this Agreement, SAWS and Audubon each agree that such approval, consent or permission will not be unreasonably withheld or delayed.

No term or provision of this Agreement will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by an authorized representative of the party agreeing to the waiver or consent. Any consent by one party to or waiver of a breach by the other party, whether express or implied, will not constitute a consent to or waiver of or excuse for any other different or subsequent breach. The failure by one party to this Agreement to enforce a breach of any provision of this Agreement by the other party shall not be deemed a waiver of the same, and the waiver of any one provision shall not constitute a waiver of any other provision of the Agreement.

IN WITNESS THEREOF, the duly authorized representatives of all parties set their hands.

NATIONAL AUDUBON SOCIETY, INC.

BY: 

John Flicker
President

BY: 

Terry Austin, Executive Director, Audubon Texas

SAN ANTONIO WATER SYSTEM

BY: 

Leonard D. Young
Interim President/Chief Executive Officer

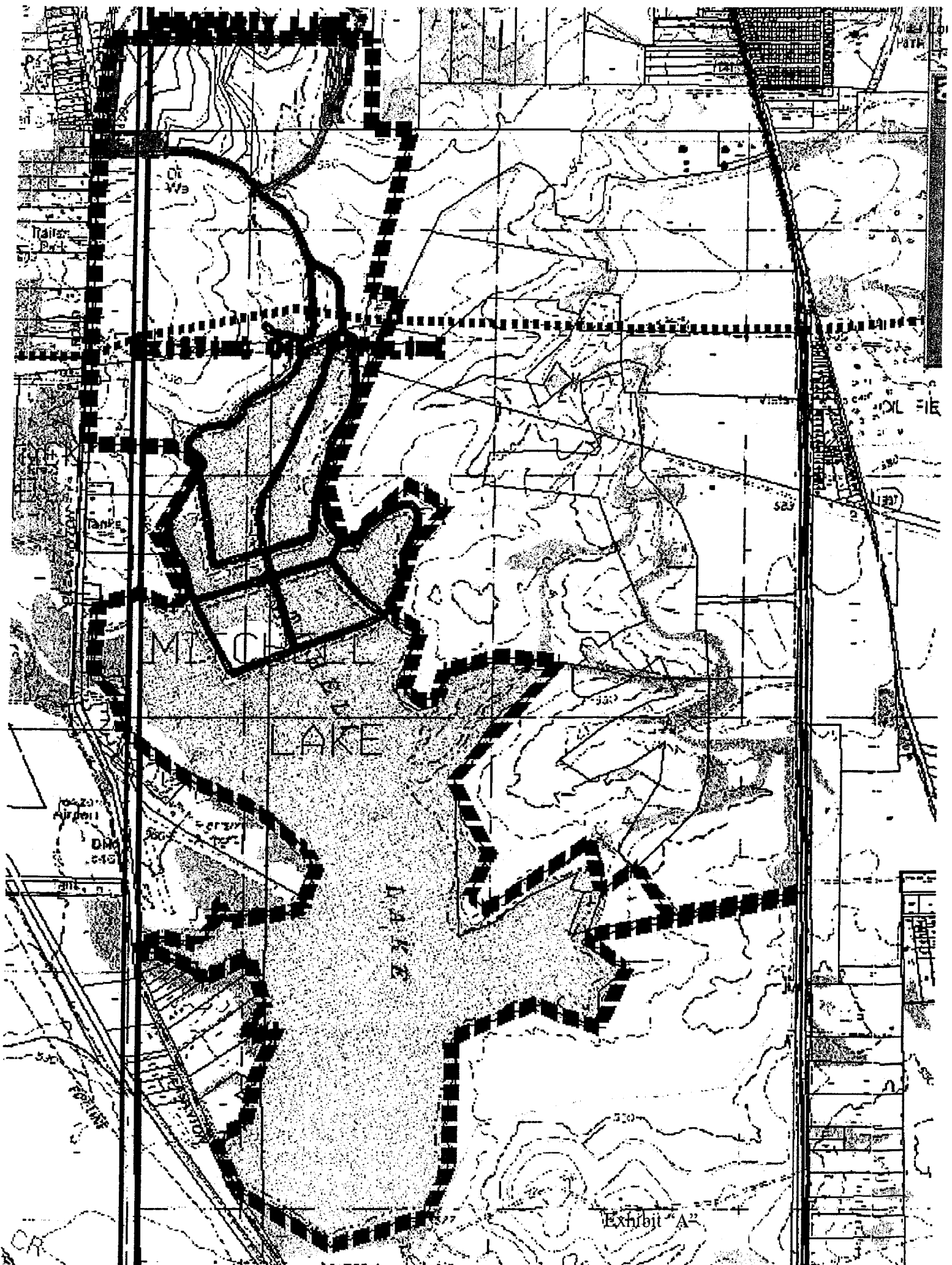


Exhibit A2

A B C D E F G H

3

4

5

6

7

8

9

10

11

12

13

14

MITCHELL LAKE WETLANDS
WILDLIFE REFUGE
(410 Acres)

BIRD
POND

SKIPS
POND

West
Polder
(48 Ac)

East
Polder
(31 Ac)

Basin 1
(17 Ac)

Basin 2
(8 Ac)

Basin 3
(18 Ac)

Basin 4
(20 Ac)

Basin 5
(22 Ac)

MITCHELL
LAKE



NORTH

Scale: 1" = 350'

Exhibit "B"

573 Ac

EXHIBIT C

From Bid Documents: Section 01100-Summary

Part 1- General

1.2 C. The Work consists of renovation and addition of the Leeper House relocated to Mitchell Lake.

1. Background: The house that is referred to as the Leeper house was originally constructed at the site of the McNay Art Museum and utilized by the Museum until the last few years. It has been moved from its original location and is presently on skids on the Museum property. The house is to be relocated and reused at the Mitchell Lake Wetlands site (Wildlife Refuge) for office and small meeting space.

2. Scope of Work: The scope of work begins after the house is relocated and placed on new concrete pier foundation. The porch and roof will be removed for the move and reconstructed at the new site. All building systems will comply with the City of San Antonio Building Code requirements. There will be an accessible route to the house from the parking area; accessible toilet facilities will be installed; electrical wiring will be installed in conduit; new insulation will be installed throughout the house; new mechanical systems will be installed; interior walls will receive gypsum wall board; existing wood floors and trim will be refinished. The exterior of the wood frame house will be restored to its original condition as closely as possible.

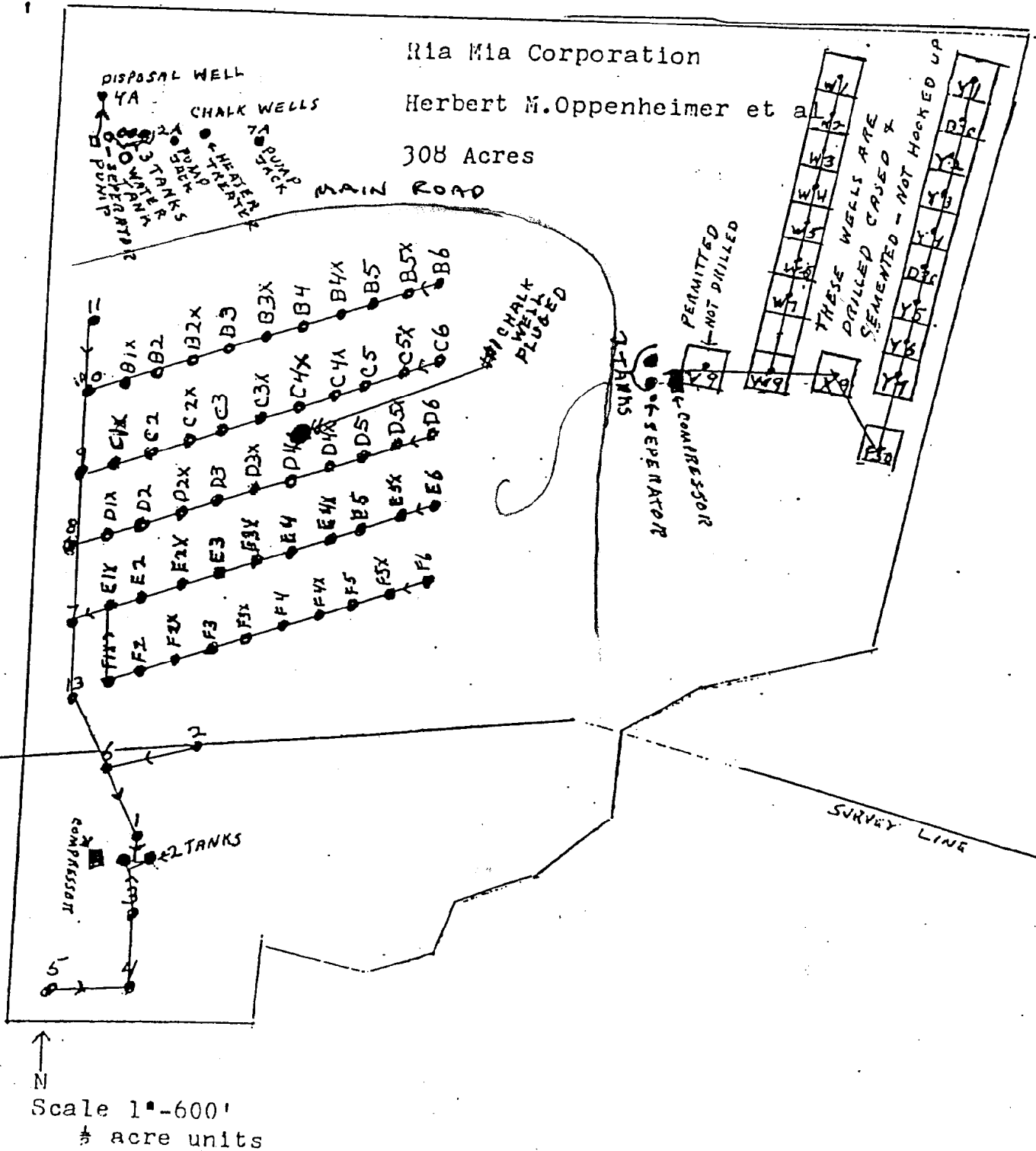


Exhibit "D"

EXHIBIT E

The Ten Essential Elements of Audubon Centers

1. Audubon Centers promote the National Audubon Society mission: to conserve and restore natural ecosystems, focusing on birds, other wildlife, and habitat for the benefit of humanity and the earth's biological diversity.
2. Audubon Centers focus on quality education programs that build a relationship between people and the natural world and that give people the knowledge, skills and motivation to act to protect the environment.
3. Audubon Centers emphasize site-based education; programs that focus on teaching about the environment, in the environment. They emphasize field programs for a range of audiences, including young children, teens, families, and adults using hands-on concept-based methodology; and providing a range of science-based programs for all ages designed to take each participant to a higher level of knowledge, understanding and action. The goal will be to reach 1 in 4 children in their community.
4. Audubon Centers educate the community on the public policy process, conservation issues, and effective citizen advocacy. Centers encourage active citizen participation in conservation and in the resolution of public policy issues. When partnering with a public agency at a center, public policy activities at the center will be subject to the limitations of any agreement with the agency involved.
5. Audubon Centers will include facilities owned by NAS, chapters, other organizations or public agencies. When establishing a new center, the staff and budget for the center should be fully integrated into the state office, and the center should identify itself as an Audubon Center consistent with other Centers around the country. When integrating a previously existing center into the Audubon Center network, individual agreements will be negotiated to accommodate each particular situation.
6. Audubon Centers will have an individualized strategy for long term sustainability. This will include earned income, fund raising, and endowment.
7. Audubon Centers will serve diverse ethnic and socio-economic groups in the community.

8. Audubon Centers are community-based and revolve around a protected place in the community, such as an Audubon Sanctuary, IBA, a land trust preserve, park, or refuge.
9. Audubon Center buildings are built to incorporate "green building" principles which serve as learning tools for their community.
10. Audubon Centers will use qualitative and quantitative tools provided by NAS to regularly evaluate their success.

ADDENDUM I



PROPOSAL TO PROVIDE PROFESSIONAL SERVICES AT MITCHELL LAKE PRESENTED TO THE SAN ANTONIO WATER SYSTEM (SAWS) JANUARY 2004

Introduction

Audubon Texas respectfully requests funding in the amount of \$264,550 to be used over the next three years (\$105,380 in year one; \$94,215 in year two; and \$64,955 in year three) to provide conservation education at the Mitchell Lake Wildlife Refuge and Audubon Center. Funds will be disbursed as outlined in the Memorandum of Understanding between San Antonio Water System and National Audubon Society.

Reporting & Evaluation

The attainment of the goals set forth in this proposal will be evaluated by Audubon's success in developing and implementing specific activities that engage the local community and the residents of the Greater San Antonio area. Since this is a start-up operation with no existing baseline data, we will be pioneering many activities and creating a track record with which to measure future activities. Water conservation will be an integral part of the Audubon Center Education Program.

The following timeline will be used and reports will be submitted to SAWS on a quarterly calendar year basis to ensure the specific goals outlined are met. Goals outlined in the attached timeline and used for reporting purposes may change due to unexpected opportunities that may occur. **Audubon will work with SAWS to redefine the goals and timeline if needed and appropriate.**

Audubon shall submit quarterly progress reports to SAWS, (pursuant to Section X of the Agreement) for FY 2005 and FY 2006. Upon receipt of such reports, SAWS shall review and evaluate such progress reports for their consistency with the goals set out in this Addendum I. SAWS shall then timely submit payment on a quarterly basis to Audubon for FY 2005 and FY 2006 for those activities set out in the progress reports which are consistent with the goals set out herein.

Specific Three-year Activity Goals

1. Creation of a staff and volunteer structure that encourages partnerships between National Audubon and local volunteer organizations.
2. Establishment of an Environmental Education Program.
3. Establishment of a site-based docent program at Mitchell Lake.
4. Creation and maintenance of a demonstration Wildscape surrounding the Leeper House.
5. Community outreach activities to take information about Mitchell Lake environmental activities to youth organizations, civic organizations, and environmental groups.

Creation of a staff and volunteer structure that encourages partnerships between National Audubon and local volunteer organizations.

Objective	Measure	Time-Line
Hire Director and move into office at ML.	Masters preferred with background in education and habitat manipulation.	May 2004
Establish telephone number and office contact methods for staff person at ML	System for contacting Audubon representative should be available to the public.	June 2004
Creation of a leadership structure.	Local community leaders appointed to Audubon Center at ML Leadership Committee of 8-12.	June 2004
Creation of a structure that promotes community partnerships.	Partnership with 7-10 organizations established to engage with the Center.	October 2004
Creation of a volunteer structure.	3-5 Committee's will be determined and individuals identified.	December 2005
Diversity leadership review completed	Audubon will review its community leadership structure to indicate diversity in terms of representation by different regions of the city and different racial groups	December 2005

Feasibility and Plan for Environmental Education Program.

Objective	Measure	Time-Line
Engage local school district.	Meet with 8-10 schools to help determine programming needs.	April 2005
Engage local community stakeholders.	Meet with 3-5 surrounding neighborhood associations to help determine program needs.	June 2005
Determine an environmental education program direction.	Program feasibility study completed.	October 2005
Create an Environmental Youth Education Program that engages community youth of all racial and socioeconomic backgrounds	Goal will be to reach at least 200 students with educational programs in 2006. Actual numbers and ages of students will be outlined in feasibility study.	March 2006

The education programs done at Audubon Centers are developed locally. Audubon does not have a nationwide curriculum. There are two reasons for this. One, there are lots and lots of good curriculum materials out there already. And, two, center programs are designed to be field-based extensions of local school curricula. Every state has its own standards and testing scheme, and our intent is to match our field experiences to those standards. There are some overall standards Audubon strives for at Audubon Centers. They are summarized in the acronym "OPSIL." Here is what it stands for:

O--Outdoors. We believe that the experiences we offer should connect participants (school kids or otherwise) directly with nature by taking them out in nature.

P--Personal and Social. The personal part suggests that we strive to discover where each learner is, and to build upon the experiences they have already had. Social means that we think building relationships between participants is as important as connecting them individually to nature, if they are to form a "Culture of Conservation."

S--Science-based. We feel it is essential that the information we provide be based in fact rather than emotion or speculation. More than that, we believe in involving participants in "citizen science" projects wherever possible, so that their learning comes in the process of doing actual science. Which leads to . . .

I--Inquiry-based, Interactive. "Inquiry-based" is a teaching methodology that encourages students to develop their own questions, and come up with their own methods of finding the answers. "Interactive," which is related but not quite the same thing, suggests that we strive for hands-on involvement by program participants.

L--Leading to Action. Wherever possible, we want to encourage program participants to take practical steps to improve the environment, or at least to move one step closer to

becoming stewards rather than just students. The emphasis is not on teaching people *what* to think, but on teaching them *how* to think.

Establishment of a site-based docent program at Mitchell Lake.

Objective	Measure	Time-Line
Utilizing Committee Establish Docent Plan.	Outline areas of need for Docent Program.	October 2005
Engage local individuals and organizations in the Docent program.	Host 2 open houses for Docent volunteers on a calendar year basis annually. Goal will be to engage 10 new citizens at each open house held.	December 2005 (1 st held by)
Training	Hold 2 training programs on a calendar year basis annually. Goal will be to train 10 new volunteers at each training program.	March 2006 (1 st training held by)

Creation and maintenance of a demonstration Wildscape surrounding the Leeper House.

Objective	Measure	Time-Line
Utilizing Committee establish Plan for Demonstration Wildscape.	Drawn plan demonstration Wildscape.	April 2005
Secure plants needed for Wildscape.	Plants will be native and support water conservation strategies.	October 2005
Demonstration Wildscape showcased.	Demonstration Wildscape Open House Event held with publicity that invites community to learn about wildscape and ML	May 2006
Wildscape education materials developed and available at ML	Education brochure will be produced that outlines the principles of a wildscape and how wildscapes are beneficial to birds and conserve water. Brochure will be available to visitors at ML.	May 2006

Community outreach activities to take information about Mitchell Lake environmental activities to youth organizations, civic organizations, and environmental groups.

Objective	Measure	Time-Line
Creation of outreach education materials.	Audubon Center brochure created.	December 2005
Introduce Community of San Antonio to ML.	15 presentations to local organizations.	May 2006
On-going activities.	Reach 10,000 individuals with information about Audubon Center at Mitchell Lake.	December 2006
Inclusion of water conservation information and partnership with San Antonio Water System in education materials. Materials will be approved by SAWS staff prior to printing.	Brief statements on water conservation and the partnership with San Antonio Water System will be included in an education piece available during outreach activities.	December 2005

Summary

Audubon looks forward to working with SAWS to fulfill the goals addressed in this proposal. There will be significant, mutually beneficial value in working together to elevate the visibility of Mitchell Lake while engaging children and families from the local community and the Greater San Antonio area. Mitchell Lake will become a well-integrated and important part of Audubon's network of nature centers and wildlife sanctuaries.

The wildlife refuge and Audubon Center will become a vital hub in the community providing opportunities for children and families to explore and share in the wonders of the natural world. The center will also serve as a hub for volunteers who want to share their time and talents to transform Mitchell Lake into a first-class nature viewing and educational facility.

In short, as we work to accomplish our goals, Audubon will deliver a wealth of benefits for the residents of San Antonio as well as for the birds and wildlife, and the biological diversity at Mitchell Lake.

We look forward to working with the San Antonio Water System to accomplish our goals at Mitchell Lake.