

## Questions on Proposed Lease of Alamo Plaza

### Background:

1. (F) The lease states that after approximately 200 stakeholder meetings, 51 public meetings around the state, and further Council input, the Alamo Citizens Advisory Committee approved a revised Alamo plan – yet the plan changed very little in response to public concerns and criticisms during that process. What does this say about the true role of public input into the plan as adopted?

### Lease Term – this appears to set up State takeover of Plaza

1. (2.01) Allows for GLO automatic renewal of lease for two additional twenty [but has (25)] year terms by providing written notice to the City – why automatic? Shouldn't the City have the option to decide whether to renew?
2. (2.04) GLO's occupancy [after lease expires] will be at will and subject to all terms of this Lease. "At will" of whom: the City or the GLO?
3. (2.05) At the end of the initial Lease term . . .
  - a. Is the initial Lease the 50-year term?
  - b. GLO shall have the option to purchase Premises for fair market value. . . contingent on City approval. Extent of Premises unclear without Exhibit A.

### Rent

1. (3.01) – no rent for up to 100 years?
2. (3.02) – cap annual contribution of \$50,000 to PID for services – evaluate every five years, no five-year adjustment more than 10% annual contribution. Will this be adequate – what about provision for shorter period of reevaluation if costs rise by more than a certain amount within a given period?

### Management and Use of Premises

1. (6.02 – a.1) Premises shall remain open, accessible, and free of charge to the public except for scheduled special events – how many of these events will there be and/or how often will these occur? Is this allowed under terms of 1871 sale of Galera land to City?
2. (6.02-b) GLO will tell the full story of the Texas revolution and the Battle of the Alamo, the whole history of the Alamo – this does not specifically ensure that the history of the Alamo Plaza site pre- or post-battle will be adequately addressed.
3. (6.05) Special City Days: The GLO will provide for five special evenings . . . where all of the museum exhibits and programs are available to the public at no charge . . . The GLO and City will

work jointly to promote these evenings in a way that fosters attendance by those who would not normally be able to attend the Alamo.”

- a. How much of the Alamo is going to be unaffordable to people and why? Will five special days be enough when most local museums have at least one free night per week?
4. (6.07) – UNESCO is specifically barred from having any authority over the Alamo plan, the complex, the operations under the lease, or the GLO’s management. What if the GLO wants to do something that might compromise the Alamo’s continued inclusion as a World Heritage site mission?

### **Construction and Maintenance**

1. (7.01) GLO shall construct, restore, renovate, and maintain buildings - would the GLO consider entering into façade easements with the Conservation Society on any of the buildings?
2. (7.02 – c) The City shall cooperate with GLO to identify any adjacent parcels, easements or leases that will need to be incorporated into this Lease or handled in a separate instrument to fully implement the Alamo Plan – does this require the City to assist in action that may lead to eminent domain of private property?
3. (7.04) Any buildings, improvements, additions, alterations etc. on any part of the Premises become part of the real property and shall become part of the City’s property when the lease terminates – if the City does not want some of these, does the GLO have any obligation to reverse and/or remove the changes they have made?

### **Concept Elements**

1. Feasibility study (8.01) – the GLO is engaging a consultant, how we can be assured the consultant will be impartial in the assessment?
  - a. The lease says the consultant will conduct a feasibility study to determine options for preserving the three buildings through adaptive use of the existing structures or facades, BUT the consultant’s scope of services in the RFQ is limited to “report on the significance or otherwise of the surviving buildings. . . The research and assessment . . . will directly inform and guide the design of the Alamo museum.
  - b. The GLO will share the study with the Alamo Citizen’s Advisory Committee for their input and recommendations – how many members of the 29-person committee have experience or expertise in architecture or historic preservation?
  - c. Would the GLO be willing to allow another entity with expertise in these areas to have input?
  - d. How many of the firms applying to design the museum have experience rehabbing historic buildings?
  - e. Who will be making the final decision regarding the buildings’ preservation and what will be the deciding factors?

2. Museum design review (8.02) – the GLO will ensure the design is reviewed by the Historic and Design Review Commission (HDRC) – does the HDRC have any actual authority to deny the plan or require revisions?
  - a. The GLO will ensure that the design is approved by the Texas Historical Commission (THC) – does the THC have a choice? Can they deny the plan or require revisions?
3. Cenotaph (8.03) The City shall maintain a park police presence . . . to main its safety [in the southern part of Alamo Plaza] and to protect the Cenotaph. How is the presence defined and what is the cost to the City? Why would this part of the plaza be less safe with the Cenotaph there?
4. Street closures (8.05) –
  - a. why are bollards not an acceptable substitute for permanent street closures?
  - b. Why would the City commit to the service and delivery plan before any test has been made to see if it works?
  - c. What alternatives or redress does the City have if the proposed traffic plan does not work?
  - d. What accommodations have been made for access by emergency vehicles?
5. Access to the Premises (8.06) (a) says 6 access points open to public 24/7 through museum entries, BUT (b) says space open for 16 hrs. through 6 entries when indoor museum is closed and (c) restricts access to three or less entries when the museum is open. These don't agree.
  - a. Does the current configuration of access satisfy the 1871 conveyance of the Galera property to the City which states, "and it being understood that the property hereby conveyed is as conveyed on condition that it shall be dedicated to the public use as an open space, and be made a part of and one with, the public plaza above and below it, now known as the Alamo Plaza and the Plaza de Valero"?

## **Funding**

1. At \$38 million (\$21 M from bond funds), the City is providing just over a third of the money that the State is contributing to the project. Yet, the Alamo plan reflects few concessions to local concerns and the lease agreement negates almost every aspect of local control the City has historically exercised over this vital area of downtown. The lease needs to be amended to give the City more control over the results of the plan.