

AN ORDINANCE 2013-05-09-0327

AUTHORIZING A SECOND AMENDMENT TO THE RIVER WALK USE FEE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND LOS LEONES, LTD. WHICH ALLOWS FOR THE ADDITION OF 171 SQUARE FEET OF PUBLIC SPACE WHICH WILL BE USED TO CONSTRUCT A PUBLIC ELEVATOR AND 143.2 SQUARE FEET OF PUBLIC SPACE FOR A WALKWAY AND THE ADDITION OF 22 SQUARE FEET OF RIVER LEVEL SUPPORT SPACE FOR A HOST AND MENU BOARD STAND.

* * * * *

WHEREAS, Ordinance No. 94561, dated September 20, 2001, authorized a use fee agreement with Los Leones, Inc. (Los Leones) for 1,309 square feet of River Level Commercial Space, 974 square feet of Street Level Commercial Space and 51 square feet of Street Level Support Space; and

WHEREAS, the space is used to support the outdoor dining operations of Café Ole, Lone Star Café, and Michelino's restaurants, and

WHEREAS, Amendment No 1, passed per Ordinance #2011-11-17-0953 and dated November 17, 2011, authorized the addition of 429 55 square feet of River Walk patio space to the leased premises of Michelino's Restaurant; and

WHEREAS, Amendment No 2 reflects the addition of 171 square feet of public river level space that is currently used as a planting area Los Leones plans to construct a publicly accessible elevator on the property; and

WHEREAS, Los Leones will maintain and pay for all utilities associated with the elevator; and

WHEREAS, this amendment also reflects the addition of 143.2 square feet of walkway space which will lead from the River Walk sidewalk to the elevator, and 22 square feet of leased River Level Support Space which will be used for a host stand and menu board; and

WHEREAS, on street level, Los Leones will allow the public access to Losoya Street from the elevator, and

WHEREAS, sidewalk access from the elevator will be Americans with Disabilities Act (ADA) compliant, as Los Leones has agreed to construct an accessible ramp; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, or the Director of the Parks and Recreation Department or his designee, is authorized to execute Amendment No. 2 to the River Walk Use Fee Agreement between the City of San Antonio and Los Leones, Ltd which allows for the addition of 171 square feet of public space which will be used to construct a public elevator and 143 2 square feet of public space for a walkway and the addition of 22 square feet of River Level Support Space for a host and menu board stand. A copy of the amendment in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 29093000, Internal Order OR-00001-01-01-01-01 and General Ledger 4407711.

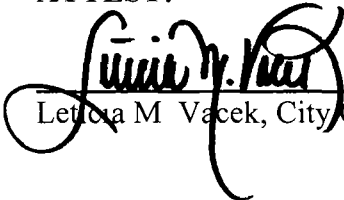
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

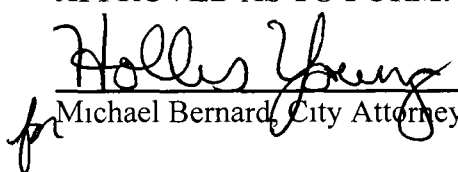
PASSED AND APPROVED this 9th day of May, 2013.


M A Y O R
Julián Castro

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


for Michael Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 14

Name:	6, 7, 8, 9, 10, 11, 12, 13, 14, 15A, 15B, 15C, 15D						
Date:	05/09/2013						
Time:	10:44:03 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a second amendment to the River Walk Use Fee Agreement between the City of San Antonio and Los Leones, Ltd. which allows for the addition of 171 square feet of public space which will be used to construct a public elevator and 143.2 square feet of public space for a walkway and the addition of 22 square feet of River Level Support Space for a host and menu board stand. [Ed Belmares, Assistant City Manager; Jim Mery, Interim Director, Downtown Operations]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

**RIVERWALK USE FEE AGREEMENT
AMENDMENT NO. 2**

This Amendment No. 2 to the Riverwalk Use Fee Agreement ("Amendment") is hereby made and entered into by and between the CITY OF SAN ANTONIO ("City"), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. _____ dated _____, and Los Leones Ltd., a Texas _____ ("Contiguous Property Owner").

Recital: City and Contiguous Property Owner entered into the Agreement pursuant to Ordinance No. 94561 dated September 20, 2001, consistent with that certain Encroachment and Access Easement entered into by the parties contemporaneously with the Agreement. The Parties to the Agreement ("Parties") amended the agreement (Amendment No. 1) to authorize the construction of additional Air Space Improvements on City Owned Property utilized by Contiguous Property Owner for Commercial Space. The Parties now desire to amend the agreement a second time to allow for the construction of an elevator to provide public access from the River Walk to Contiguous Property Owner's street level business as well as to allow the general public access to Losoya Street.

1. *Additions to the Leased Premises.* Section 2.1.1 of the Agreement is hereby amended to reflect the addition of approximately 171 square feet of Elevator Space to this Amendment ("Elevator Premises"). Section 2.1.1 of the Agreement is hereby amended to reflect the addition of approximately 143.2 square feet of Walkway from the Elevator Premises to the edge of the River Walk sidewalk. Section 2.1.1 of the Agreement is hereby amended to reflect the addition of approximately 22 square feet of River Level Support Space to be utilized solely for the Hostess stand servicing the street level restaurant. The Elevator Premises, the Walkway and the Hostess Stand are all more particularly described on the attached Exhibit A.1.

2. *Rent:* The Elevator Premises and the Walkway shall be part of the leased premises but shall be deemed Public Space for which no rent shall be owed. The Hostess Stand shall be part of the Leased Premises and be deemed Support Space for which rent shall be owed at the Support Space rate.

3. *Construction:*

3.1 *Elevator, Walkway and Hostess Stand Improvements:* The Director of Downtown Operations is hereby granted authority to authorize Contiguous Property Owner to commence construction of the Elevator, Walkway and Hostess Stand Improvements. The Director shall have full authority to require Contiguous Property Owner to provide construction drawings, performance and payment bonds, proof of insurance or such other documentation as the Director deems appropriate prior to the commencement of construction. Contiguous Property Owner shall not take possession of the Elevator or Hostess Stand Premises or begin use of the Walkway Premises until all such approvals

have been granted.

- 3.2 *Losoya Sidewalk Ramp Improvements.* Contiguous Property Owner shall construct an ADA compliant ramp on the sidewalk of Losoya Street, as shown in Exhibit A.2, to be utilized by Contiguous Property Owner's customers and the general public accessing Contiguous Property Owner's property. Contiguous Property Owner shall, separately from this amendment, obtain all necessary approvals from the Department of Public works of the City of San Antonio for construction of the ramp. Contiguous Property Owner shall not be allowed to operate the Elevator until such time as the ramp has been finally constructed and accepted by the City.
- 3.3 Contiguous Property Owner shall comply with all federal, state and local laws in the construction of the Improvements and obtain all necessary governmental permits and approvals from all federal, state, and local governments
- 3.4 Contiguous Property Owner shall complete construction and begin operation of the Elevator improvements not later than 12 months from date authorizing Ordinance has been approved.
- 3.5 At the termination of this Use Fee Agreement, Contiguous Property Owner covenants and agrees to remove Elevator and its entire associated infrastructure, including 143.2 square feet of Walkway improvements, within 120 calendar days, if requested to do so by the City. Contiguous Property Owner covenants and agrees removal of Elevator, its associated infrastructure, and Walkway improvements shall be completed at no expense to City. Contiguous Property Owner covenants and agrees to completely restore site of Elevator, its infrastructure, and the site of the Walkway Premises to its pre-construction, fully landscaped condition. It shall be in the City's sole discretion to determine whether such restoration satisfies the requirements of this subsection.

4. *Operation of the Elevator* After completion of the Elevator and Walkway Improvements Contiguous Property Owner shall operate the Elevator according to the following conditions:

- 4.1 The elevator will be continuously operated and open to the general public according to the following minimum schedule: Sunday through Thursday from 10:00 a.m. till 10:00 p.m.; Fridays and Saturdays from 10:00 a.m. through 12:00 a.m.
- 4.2 Contiguous Property Owner shall have authority to operate the elevator longer hours and to close the elevator on Christmas Eve and Christmas Day.

- 4.3 The elevator will not be used for commercial deliveries by beer, beverage and food vendors or for garbage, construction debris, construction personnel and/or construction supplies.
- 4.4 The elevator will be closed during times that the City of San Antonio closes the adjacent section of the River Walk sidewalk for construction or repairs.
- 4.5 Contiguous Property Owner will allow persons leaving the River Walk during river parades to use the elevator to get to the street level but will deny persons from using the elevator to go from the street level down to the River Walk two hours before the start of the river parades until such time as the river parades are over.

5. *Maintenance and Utilities*: Contiguous Property Owner shall pay for all required utilities for the operation of the Elevator. Contiguous Property Owner shall maintain the Elevator in good working order throughout the term of the Use Fee Agreement. Such maintenance shall include without limitation:

- 5.1 Providing for annual licensing and inspection by the Texas Department of Licensing and Regulation.
- 5.2 A standard maintenance contract with an established elevator company that operates a service center in San Antonio, Texas.
- 5.3 A service call to the elevator company contracted to provide maintenance within 12 hours of any event which causes the elevator to be non-operational.
- 5.4 Removal of graffiti.

6. *Signage*: Contiguous Property Owner shall place no signage on the elevator or near the elevator. City shall have the right to place signage on or near the elevator advising the public of the provided public access to Losoya Street. Subject to prior approval from the Historic and Design Review Commission, Contiguous property owner shall be allowed to place signage within the Hostess Stand Premises.

7. *Public Access Rights Across Contiguous Property Owner's Property*: After completion of the elevator, the general public shall be allowed to cross Contiguous Property Owner's property to and from the elevator to Losoya Street in the area indicated on Exhibit A.3 to this amendment.

8. The Parties hereby covenants and agrees that there shall be no additional rent for the Elevator Premises.

9. All other terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the 12th day of April, 2013.

CITY OF SAN ANTONIO

LOS LEONES, LTD.

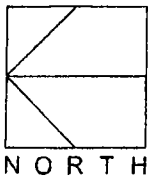
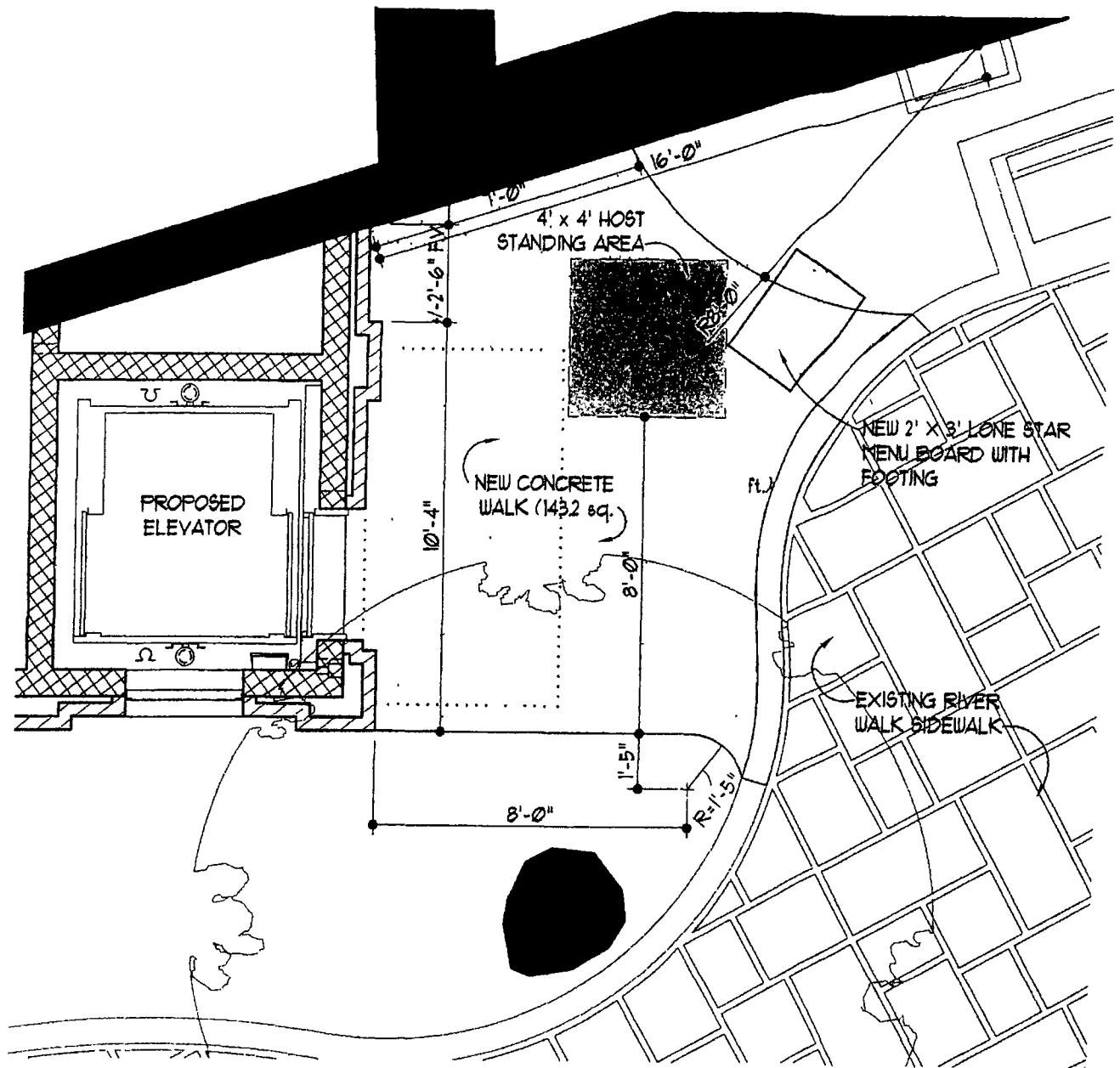
By: _____

By: *Bill Lyons*
Name: _____
Title: *Partner*

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM:

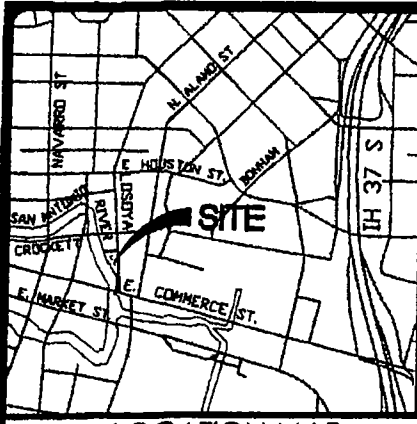
CITY ATTORNEY



RIVER LEVEL PARTIAL FLOOR PLAN

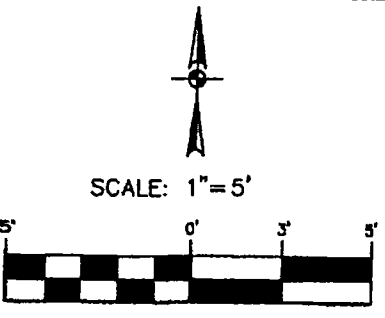
sq 1/4" = 1'-0"

ELEVATOR AT RIVER WALK

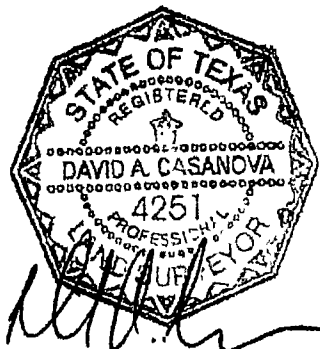


LOCATION MAP
MAPSCO MAP GRID 616F5
NOT-TO-SCALE

LEGEND:
 DR DEED RECORDS OF BEXAR COUNTY, TEXAS
 OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 FIR FOUND 1/2" IRON ROD



NOTES:
 1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.



AGREED BOUNDARY LINE
(VOL. 9392, PG 2414 O.P.R.)

PROPOSED LOT 11
LOT A-10
NCB 914
 OWNER: LOS LEONES
 FAMILY LIMITED
 PARTNERSHIP
 (VOL. 8117, PGS.
 1524-1526 OPR)

N 74°11'03" E
5.43'

UNABLE TO SET

PEDESTRIAN EASEMENT
DESCRIBED
CONCURRENTLY

SET NAIL
WITH
SHINER
(PD)

SAN ANTONIO RIVER

LOSOYA STREET
(60' RIGHT OF WAY)

N 01°28'44" W
18.33'

S 23°30'14" E
16.80'

ELEVATOR EASEMENT
DESCRIBED
CONCURRENTLY

P.O.B.
SET NAIL
WITH
SHINER
(PD)

ELEVATOR LEASE
PREMISES
0.004 ACRE
(171 SQUARE FEET
MORE OR LESS)

S 88°31'16" W
0.86'

SET NAIL
WITH
SHINER
(PD)

S 01°28'44" E
4.10'

S 88°31'16" W
2.64'

P.O.C.
FD. 'X' IN
CONCRETE

SET NAIL
WITH
SHINER
(PD)

S 88°31'16" W
10.70'

SET NAIL
WITH
SHINER
(PD)

N 1°28'44" W
4.79'

EXHIBIT
OF

ELEVATOR LEASE PREMISES

A 0.004 OF AN ACRE, OR 171 SQUARE FEET MORE OR LESS, TRACT OF LAND, LOCATED ON THE EAST LINE OF THE SAN ANTONIO RIVER CONVEYED TO THE CITY OF SAN ANTONIO IN DEED RECORDED IN VOLUME 9392, PAGES 2414-2423 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, IN NEW CITY BLOCK (N.C.B.) 914 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.



550 EAST RAMSEY | SAN ANTONIO TEXAS 78210 | PHONE: 210.373.8000
 FAX: 210.373.8010
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 479
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100888-80

MARCH 14, 2013

SHEET 1 OF 1
 JOB No.: 9208-12

Date: Mar 14, 2013, 10:48am User: D:\Mhaines
 File: N:\Survey\12-9208\9208-12\9208-12 EX-0.004 AC ELEVATOR LEASE.dwg



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
ELEVATOR LEASE PREMISES

A 0.004 of an acre, or 171 square feet, more or less, tract of land, located on the east line of the San Antonio River as described in Boundary Agreement recorded in Volume 9392, Pages 2414-2423 of the Official Public Records of Bexar County, Texas, adjacent to the west line of New City Block 914 of the City of San Antonio, Bexar County, Texas. Said 0.004 of an acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

COMMENCING: At a found "X" in concrete on the west right-of-way line of Losoya Street, a 60-foot right-of-way, the southeast corner of Lot A-10, New City Block 914, the same being the southeast corner of proposed Lot 11, New City Block 914, River Restaurants Subdivision, Plat Number 130151;

THENCE: N 01°28'44" W, along and with the west right-of-way line of said Losoya Street, the east line of said Lot A-10, a distance of 4.79 feet to a point;

THENCE: S 88°31'16" W, departing the west right-of-way line of said Losoya Street, over and across said Lot A-10, a distance of 2.64 feet to set MAG Nail with shiner stamped "PAPE-DAWSON" on the southwest line of said Lot A-10, the east line of said San Antonio River Boundary Agreement and the POINT OF BEGINNING of the herein described tract;

THENCE: Departing the west line of said Lot A-10, over and across said San Antonio River the following bearing and distances;

S 88°31'16" W, a distance of 0.86 feet to a set Nail with shiner stamped "PAPE-DAWSON";

S 01°28'44" E, a distance of 4.10 feet to a set Nail with shiner stamped "PAPE-DAWSON";

S 88°31'16" W, a distance of 10.70 feet to a set Nail with shiner stamped "PAPE-DAWSON";

N 01°28'44" W, a distance of 18.33 feet to a set Nail with shiner stamped "PAPE-DAWSON";

0.004 Acre
Elevator Lease Premises
Page 2 of 2

N 74°11'03" E, a distance of 5.43 feet to a point on said Boundary Agreement Line;

THENCE: S 23°30'14" E, along said Boundary Agreement line, a distance of 16.80 feet to the POINT OF BEGINNING, and containing 0.004 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with an exhibit prepared under job number 9208-12 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

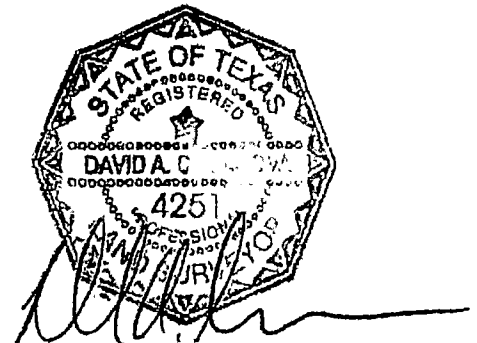
DATE: March 14, 2013

Job No.: 9208-12

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TBPE Firm Registration #470

TBPLS Firm Registration #100288-00



LOSOYA STREET

SIDEWALK

Relocated Losoya Street marker

LONESTAR

PATIO

Existing Losoya Street marker
Stl Handrails/ Paint

Existing newspaper box to be relocated

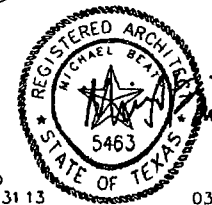
Relocated newspaper box

2 Equal risers/ 1" max riser/ 11" treads

1'-10" 1/2" with existing grades

Slope DN to cur

ELEV



Exp 08/31/13

03/28/13



1 PARTIAL FLOOR PLAN
sc. 1/8" = 1'-0"
NEW CONSTRUCTION

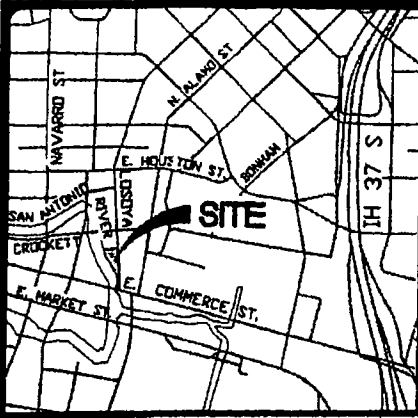
River Restaurants
San Antonio, Tx

Exhibit A.2
Page 1 of 1

Date 03.28.13
Project Number 1124

Attachment
A - Rez.

BEATY PALMER ARCHITECTS



LOCATION MAP
 MAPSCO MAP GRID: 616F5
 NOT-TO SCALE

LEGEND:

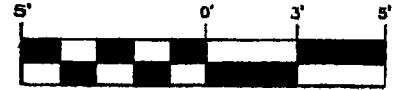
OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.



SCALE: 1" = 5'



PROPOSED LOT 11
 LOT A-10
 NCB 914

OWNER: LOS LEONES FAMILY LIMITED PARTNERSHIP
 (VOL. 8117, PGS. 1524-1526 OPR)

VARIABLE WIDTH PEDESTRIAN EASEMENT
0.001 ACRE
 (52 SQUARE FEET MORE OR LESS)

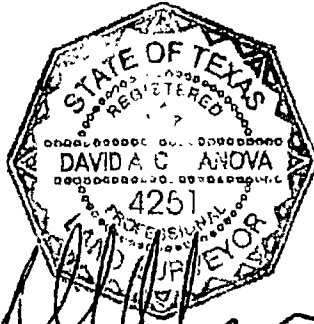
AGREED BOUNDARY LINE
 (VOL. 9392, PG 2414 O.P.R.)

N 74°11'03" E
 5.84'

N 88°56'49" E
 3.28'

N 23°30'14" W
 5.95'

S 01°28'44" E
 6.94'



[Handwritten Signature]

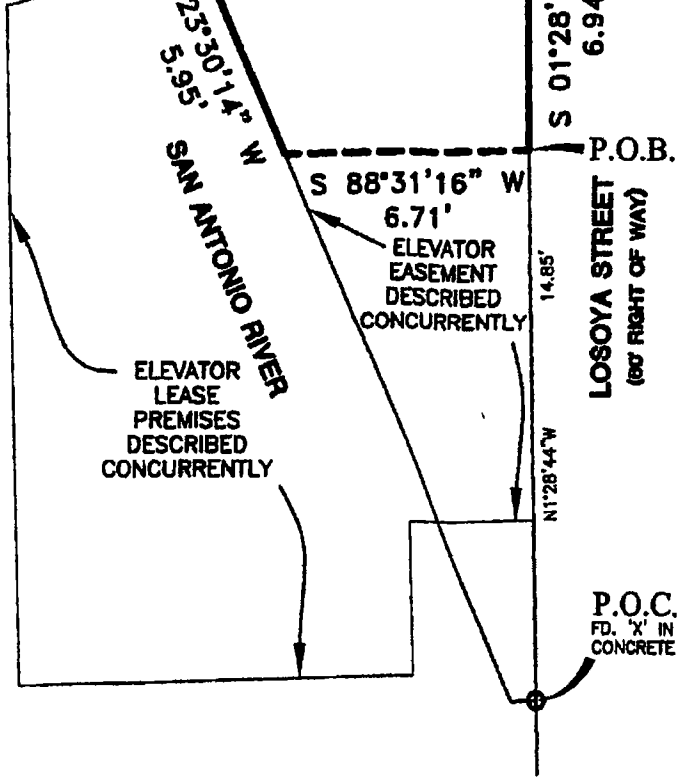


EXHIBIT OF

PEDESTRIAN EASEMENT

A 0.001 OF AN ACRE, OR 52 SQUARE FEET MORE OR LESS, EASEMENT LOCATED ON LOT A-10, NCB 914 AS SHOWN ON CITY BLOCK MAPS CONVEYED TO LOS LEONES FAMILY LIMITED PARTNERSHIP IN DEED RECORDED IN VOLUME 8117, PAGES 1524-1526 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.



835 EAST RANSBY | SAN ANTONIO TEXAS 78216 | PHONE: 210.375.8000 FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, P.E. REGISTRATION # 470 TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, P.L.S. REGISTRATION # 16288-00

MARCH 14, 2013

JOB No.:

SHEET 1 OF 1

9208-12

Date: Mar 14, 2013, 10:48am User ID: Mholmes File: H:\Survey\12-9208-12\1208-12 EX-0.001 AC PED-ESMT.dwg

FIELD NOTES
FOR
PEDESTRIAN EASEMENT

A 0.001 of an acre, or 52 square feet, more or less, easement located on Lot A-10, New City Block 914 in the City of San Antonio, Bexar County, Texas. Said 0.001 of an acre also being out of that certain tract of land conveyed to Los Leones Family Limited Partnership in deed recorded in Volume 8117, Pages 1524-1526 of the Official Public Records of Bexar County, Texas. Said 0.001 of an acre also being out of proposed Lot 11, New City Block 914, River Restaurants Subdivision, Plat Number 130151 and being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

COMMENCING: At a found "X" in concrete on the west right-of-way line of Losoya Street, a 60-foot right-of-way, the southeast corner of said Lot A-10 and the southeast corner of said proposed Lot 11;

THENCE: N 01°28'44" W, along and with the west right-of-way line of said Losoya Street, the east line of said Lot A-10, a distance of 14.85 feet to the POINT OF BEGINNING of the herein described easement;

THENCE: S 88°31'16" W, departing the west right-of-way line of said Losoya Street, over and across said Lot A-10, a distance of 6.71 feet to a point on a southwest line of said Lot A-10, on the easterly line of the San Antonio River Agreed Boundary Line described in Volume 9392, Page 2414 of the Official Public Records of Bexar County, Texas ;

THENCE: N 23°30'14" W, along and with the east line of said San Antonio River Agreed Boundary Line, the southwest line of said Lot A-10, a distance of 5.95 feet to a point;

THENCE: N 74°11'03" E, departing the easterly line of said San Antonio River Agreed Boundary Line, over and across said Lot A-10, a distance of 5.84 feet to a point;

THENCE: N 88°56'49" E, continuing over and across said Lot A-10, a distance of 3.28 feet to a point on the west right-of-way line of said Losoya Street, the east line of said Lot A-10;

0.001 of an Acre
Pedestrian Easement
Page 2 of 2

THENCE: S 01°28'44" E, along and with the west right-of-way line of said Losoya Street, the east line of said Lot A-10, a distance of 6.94 feet to the POINT OF BEGINNING, and containing 0.001 of an acre in the City of San Antonio, Bexar County, Texas. Said easement tract being described in accordance with an exhibit prepared under job number 9208-12 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: March 13, 2013

Job No : 9208-12

N:\Survey12\12-9200\9208-12\WORD\9208-12 FN-0.001 AC PED-ESMT.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

