

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED
ORDINANCE OR RESOLUTION ADOPTED BY CITY COUNCIL.**

AN ORDINANCE

**AUTHORIZING THE EXECUTION OF A MEMORANDUM OF
UNDERSTANDING WITH THE NATIONAL PARK SERVICE
REGARDING CITY OWNED REAL PROPERTY AT THE MISSION
DRIVE IN THEATRE IN COUNCIL DISTRICT 3.**

* * * * *

WHEREAS, in 2006, the U.S. Corps of Engineers, the National Park Service (NPS), San Antonio River Authority (SARA), and the State Historic Preservation Officer executed a Programming Agreement for the Mission Reach Ecosystem Restoration and Recreation Project which anticipated the acquisition and conveyance to NPS by SARA of approximately 75 acres of former historic *labores* land once farmed at Mission San Juan in order to mitigate impacts on approximately 50 acres of NPS land within the boundary of the San Antonio Missions National Historical Park; and

WHEREAS, The Agreement has been amended since that time and the transaction has been modified into an exchange to provide 45.65 acres of land to NPS in exchange for SARA receiving 22.9 acres for purposes of flood management; and

WHEREAS, in addition to these mitigation properties, 5.5 acres of the City-owned Mission Drive-In Theatre property were determined to be critical to providing a scenic buffer and protecting the historic viewshed for the World Heritage designated Mission San Jose; and

WHEREAS, in June 2015, the City of San Antonio, Bexar County, and the San Antonio River Authority, with support from U.S. House of Representative Lloyd Doggett, signed a Letter of Intent to transfer the 5.5 acres of property to the National Park Service; and

WHEREAS, the city owned land was added to the Mission San Jose NPS boundary as part of the National Defense Authorization Act of 2014; and

WHEREAS, on December 16, 2015, the City's Planning Commission voted to approve Resolution #15-6166 supporting the conveyance by the City of San Antonio of this property to the National Park Service; **NOW THEREFORE**,

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

SECTION 1. The City Manager and her designee, severally, are authorized and directed to execute a Memorandum of Understanding with the National Park Service regarding a 5.5 acre tract, more or less, as shown and described in **Attachment I**, which is incorporated herein for all purposes as if fully stated. The Memorandum of Understanding shall be in substantially the same form shown in **Attachment II**. The City Manager and her designee, severally, are authorized to

take all additional actions reasonably necessary or convenient to effectuate the transaction, including executing and delivering all instruments and agreements conducive to effectuating the transaction.

SECTION 2. There is no fiscal language associated with this ordinance. All fees associated with this Memorandum of Understanding and its approval are waived.

SECTION 3. The disposition of surplus property must be coordinated through the city's Finance Department to assure the removal of these assets into the City's financial records and to record the proper accounting transactions.

SECTION 4. 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 5. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this _____ day of _____, 2017.

M A Y O R
Ivy R. Taylor

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Andrew Segovia, City Attorney

Attachment I





METES AND BOUNDS DESCRIPTION
FOR A
5.507 ACRE TRACT OF LAND

Being 5.507 acres of land out of a portion of Lot 39, New City Block 7675, Replat and Subdivision Plat establishing Mission Branch Library, in the City of San Antonio, Bexar County, Texas as recorded in Volume 9616, Page 5 of the Deed and Plat Records of Bexar County, Texas and said 5.507 acre tract of land being more particularly described as follows:

BEGINNING at a $\frac{1}{4}$ " iron pin with cap stamped "DAM #5348 PROP. COR." set along the Easterly right-of-way of Roosevelt Avenue (Spur 536), being the Southwesterly corner of the remainder of said Lot 39, Replat and Subdivision Plat establishing Mission Branch Library, and being a Westerly corner of this herein described 5.507 acre tract of land;

THENCE departing the Easterly right-of-way of Roosevelt Avenue, and across and through said Lot 39, Replat and Subdivision Plat establishing Mission Branch Library, the following calls:

S $87^{\circ} 37' 33''$ E a distance of 58.91 feet to a $\frac{1}{2}$ " iron pin with cap stamped "DAM #5348 PROP. COR." set for a corner of this herein described 5.507 acre tract of land;

S $78^{\circ} 12' 17''$ E a distance of 128.06 feet to a $\frac{1}{2}$ " iron pin with cap stamped "DAM #5348 PROP. COR." set for a corner of this herein described 5.507 acre tract of land;

S $80^{\circ} 33' 50''$ E a distance of 219.94 feet to a $\frac{1}{2}$ " iron pin with cap stamped "DAM #5348 PROP. COR." set for a corner of this herein described 5.507 acre tract of land;

With a curve to the Right, having a Total Arc Length of 204.26 feet, a Radius of 686.00 feet, having a Delta Angle of $17^{\circ} 03' 35''$, a Tangent length of 102.89 feet, with a Chord and bearing distance of S $72^{\circ} 07' 20''$ E, 203.50 feet to a $\frac{1}{2}$ " iron pin with cap stamped "DAM #5348 PROP. COR." set for a corner of this herein described 5.507 acre tract of land;

S $63^{\circ} 43' 35''$ E a distance of 83.00 feet to a $\frac{1}{2}$ " iron pin with cap stamped "DAM #5348 PROP. COR." set for an interior corner of this herein described 5.507 acre tract of land;

N $34^{\circ} 47' 41''$ E a distance of 630.17 feet $\frac{1}{2}$ " iron pin with cap stamped "DAM #5348 PROP. COR." set for a corner;

and N $34^{\circ} 51' 55''$ E a distance of 203.34 feet to a $\frac{1}{2}$ " iron pin with cap stamped "DAM #5348 PROP. COR." set for a corner in the Southwesterly line of Centro Cultural Roasacruz Amorc Universo, A Texas Non-Profit Corporation, as recorded in Volume 13255, Page 694 of the Deed and Plat Records of Bexar County, Texas, (Tract I – Lot 35, N.C.B. 7675, Alamo Handicap Subdivision, Tract II – 4101.00 FT., Tract III – 0.026 AC), and being the Northerly corner of this herein described 5.507 acre tract of land;

THENCE with the Southwesterly line of said Tract I, II, III, S $38^{\circ} 49' 48''$ E a distance of 200.00 feet to an iron pin found for the Southerly corner of said Centro Cultural Roasacruz Amorc Universo Tract I, II, III, being in the Northwest line of a 9.113 acre tract conveyed to the United States of America in Volume 8929, Page 1361 of the Official Public Records of Bexar County, Texas, and being the Northeasterly corner of this herein described 5.507 acre tract of land;

THENCE with the Northwesterly lines of said 9.113 acre tract of land, the following calls:

S 34° 51' 55" W a distance of 135.90 feet to an iron pin found for a corner;

and S 34° 47' 41" W a distance of 749.52 feet to an iron pin found for the Westerly corner of said 9.113 acre tract, being a point on the Northerly line of Tract 6 – 2.701 Acre, United States of America, National Park Service, Intermountain Region, Land Resources Program Center as recorded in Volume 16514, Page 1542 of the Official Public Records of Bexar County, Texas, and being the Southerly corner of this herein described 5.5017 acre tract of land;

THENCE with the Northerly boundary of said Tract 6 – 2.701 acre tract, the following calls:

With a curve to the Left, having a Total Arc Length of 172.95 feet, a Radius of 411.28 feet, having a Delta Angle of 24° 05' 36", a Tangent of 87.77 feet, with a Chord and bearing distance of N 51° 46' 34" W, 171.67 feet to a Park Boundary Monument found for a corner of this herein described 5.507 acre tract of land;

N 63° 43' 35" W a distance of 91.95 feet to a Park Boundary Monument found for a corner of this herein described 5.507 acre tract of land;

With a curve to the Left, having a Total Arc Length of 171.70 feet, a Radius of 586.00 feet, having a Delta Angle of 16° 47' 15", a Tangent of 86.47 feet, with a Chord and bearing distance of N 72° 15' 56" W, 171.08 feet to a Park Boundary Monument found for a corner of this herein described 5.507 acre tract of land;

N 80° 33' 50" W a distance of 222.08 feet to a Park Boundary Monument found for a corner of this herein described 5.507 acre tract of land;

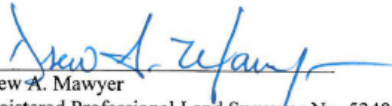
N 78° 12' 17" W a distance of 121.87 feet to a Park Boundary Monument found for a corner of this herein described 5.507 acre tract of land;

And N 87° 37' 33" W a distance of 50.67 feet to a Park Boundary Monument found along the Easterly right-of-way line of said Roosevelt Avenue, and being the Southwesterly corner of this herein described 5.507 acre tract of land;

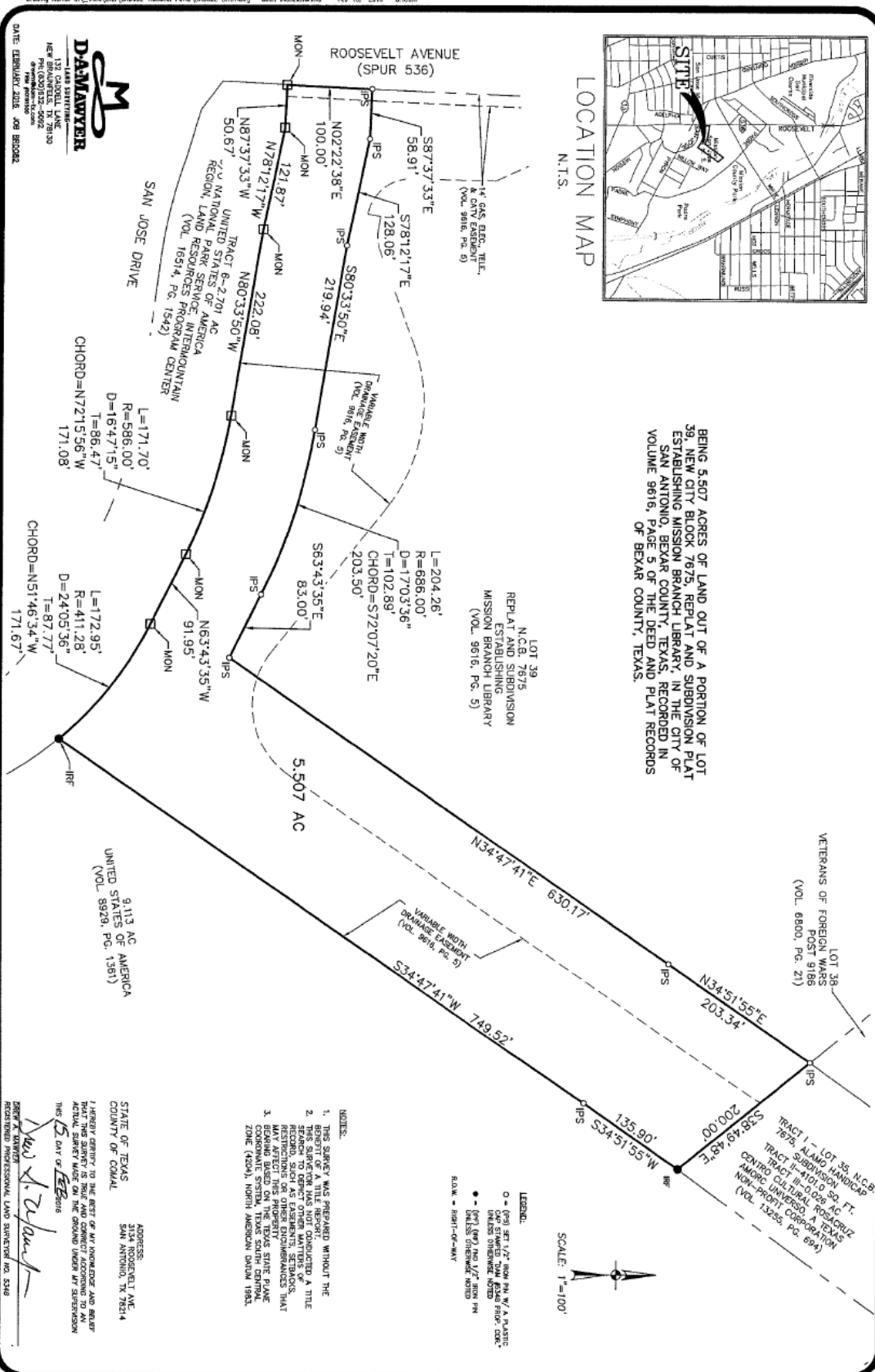
THENCE with the Easterly right-of-way line of said Roosevelt Avenue, N 02° 22' 38" E a distance of 100.00 feet to the POINT OF BEGINNING and containing a 5.507 acre tract of land;

Bearings based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), N.A.D 1983.

Surveyed on the ground this the 15th day of February 2016


Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
132 Caddell, New Braunfels, Tx 78130
BRD082 – National Parks 5.507 AC





Attachment II: Form of Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN ANTONIO, TEXAS AND THE NATIONAL PARK SERVICE

This Memorandum of Understanding (the “MOU”) is entered into by and between the **City of San Antonio**, a municipality of the State of Texas (the “COSA”), and the **National Park Service**, an agency of the U.S. Department of the Interior, acting through the superintendent of the San Antonio Missions National Historical Park (“NPS”). COSA and NPS shall be separately referred to in this MOU as “Party” and collectively as the “Parties”.

Introduction

- A. COSA owns, operates, and maintains the 5-acre L-shaped drainage area between the Mission San José and Library, known as Tract 102-26 (the “Property”).
- B. Situated within the boundary of San Antonio Missions National Historical Park (the “Park”) is the Mission San Jose Church, which is owned and operated by the Catholic Archdiocese of San Antonio (the “Church”). The Church is one of the iconic symbols of San Antonio.
- C. The San Antonio River Authority, a conservation and reclamation district, owns, operates, controls, and maintains certain real property located along the southwestern bank of the San Antonio River in the area which is immediately east of and adjacent to the Park (the “SARA Riverfront Tract”), as well as retains a permanent easement for the construction and maintenance of the San Jose Portal situated in the Park (the “SARA Portal”).
- D. NPS owns, operates and maintains various tracts of land generally situated between the Church and the SARA Portal (collectively, the “NPS Tracts”).
- E. For the purposes of this MOU, the Property and the NPS Tracts shall be collectively called the “Covered Tracts”.
- F. The approximate locations of the Church and the Covered Tracts, as well as their physical location and proximity to one another, are depicted on that certain aerial photograph, an enhanced copy of which is attached to this MOU as **Attachment A** and made a part hereof.
- G. Pursuant to the National Defense Authorization Act of 2015, effective December 18, 2014, Congress amended, among other items, Section 201 of Public Law 95-629 (16 U.S.C. 410ee), entitled the “SAN ANTONIO MISSIONS NATIONAL HISTORICAL PARK” (the “Federal Designation”).
- H. Under the Federal Designation, the Property was part of 137 acres of land, more or less, which were included within the boundary expansion of San Antonio Missions National Historical Park.
- I. The Parties are desirous of working together in a cooperative effort in order to protect the View Shed between the SARA Portal and the Church.
- J. The purpose of this MOU is to set forth the intentions of the Parties to maintain the View Shed corridor.

NOW THEREFORE, the Parties hereby enter into this MOU in order to set forth their mutual desires and goals for continuing to maintain the View Shed associated with the Church and the SARA portal.

1. The Parties agree to work together throughout the Term (as that particular term is defined in Section 5, herein) in order to maintain a view shed or scenic overlook (the "View Shed") for the benefit of the general public so that visitors to the SARA Portal and Park can have an unobstructed and aesthetically pleasing view of the existing tower / steeple for the Church. The approximate location of the View Shed is on Attachment A.

The View Shed should remain free and clear of any temporary or permanent above-ground, man-made structures, features, fixtures, or improvements of any kind or nature whatsoever, regardless of who owns, leases, or otherwise is responsible for such structure, feature, fixture, or improvement (individually and collectively, the "Man-Made Feature"); *provided, however*, the View Shed is not intended to impact or affect any Man-Made Feature which was physically in place at its current location as of the Effective Date (as that term is defined below) unless and until either Party wants to alter, modify, enhance (including any exterior paint, tile, brick, siding, or roofing material), extend, enlarge, replace, or remove any such feature (in which case, such Party is requested to comply with Section 2, below).

2. If either Party wants to alter, modify, enhance (including any exterior paint, tile, brick, siding, or roofing material), extend, enlarge, replace, or remove any above-ground, Man-Made Feature, whether temporary or permanent, within the View Shed for any reason whatsoever, such Party shall use reasonable efforts in order to provide the other Party with written notice of such Man-Made Feature at least 60 days prior to (a) entering into any binding contractual arrangement to alter, modify, enhance (including any exterior paint, tile, brick, siding, or roofing material), extend, enlarge, replace, or remove any portion of the Man-Made Feature; (b) applying for any permit, license, resolution, ordinance, or similar approval from any governmental, regulatory, or administrative agency, authority, commission, or department in order to construct, install, own, operate, maintain, repair, remove and / or replace any Man-Made Feature; or (c) commencing any applicable, on-site alteration, modification, enhancement, extension, enlargement, replacement, or removal within the View Shed if such is to be altered, modified, enhanced, extended, enlarged, replaced, or removed without a binding contract or similar binding arrangement with a third-party contractor, whichever is applicable (each, a "Proposed Notice of Improvement").

Both Parties shall use reasonable efforts to (i) ensure that each Proposed Notice of Improvement, at a minimum, describes in reasonable detail, the type and nature (including color(s), materials, and dimensions) of the applicable Man-Made Feature, state whether it is either permanent or temporary in nature (and if temporary, its known or estimated duration within the View Shed) of the Man-Made Feature to be altered, modified, enhanced, extended, enlarged, replaced, or removed, (ii) solicit and receive a written response from the other Party, and (iii) refrain from commencing any such alteration, modification, enhancement, extension, enlargement, replacement, or removal if requested by the other Party, or reasonably comply within any design or architectural modifications requested by the other Party.

3. If the parties mutually agree in writing that it is necessary or appropriate for a new temporary or permanent improvement to be placed on the Property, then in such event the parties agree to cooperate and work together to agree upon the location, material, and architectural design of the new improvement in furtherance of the intention and purpose of this MOU

4. If either Party wants to (a)(i) plant any new vegetation, or (ii) allow any existing vegetation, of any kind within the View Shed (whether in the ground or pottery) which, when fully grown, is expected to be reach a height that is greater than 3 feet and adversely impact the aesthetic or scenic view of the Church tower / steeple from the SARA Portal or Mission Park Pavilion, or (b) conduct any type of archeological dig or investigation or undertake any other preservation effort(s) within the View Shed, the requesting Party shall comply with notice and compliance provisions set forth in Section 2, above.
5. The term of this MOU shall run for an initial term of 5 years (the "Term"), commencing on the Effective Date, and shall automatically renew for another period of 5 years upon the expiration of the initial Term unless a Party provides written notice to the other at least 60 days prior to that expiration of its termination of the MOU. Notwithstanding the above, either Party may terminate this MOU by providing to the other Party 60 days prior written notice of its termination.
6. The Property is encumbered by a public bond which is expected to be repaid and the encumbrance removed by the year 2027. The Parties acknowledge that COSA intends to convey the property to NPS when bond paid off and encumbrance removed.
7. It is not the intent of the Parties that this MOU constitute a binding agreement. Rather, it is meant to outline a mutually beneficial plan for protection of the View Shed between the SARA Portal and the Church, which may be subject to further detailing and negotiation between COSA and NPS.

SIGNED and EFFECTIVE this ____ day of _____, 2017 (the "Effective Date")

CITY OF SAN ANTONIO , a Texas municipal corporation By: _____ Printed Name: _____ Title: _____ Date: _____	NATIONAL PARK SERVICE By: _____ MARDI ARCE Superintendent, San Antonio Missions National Historical Park
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Approved as to Form:

City Attorney

ATTACHMENT A



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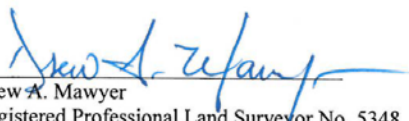
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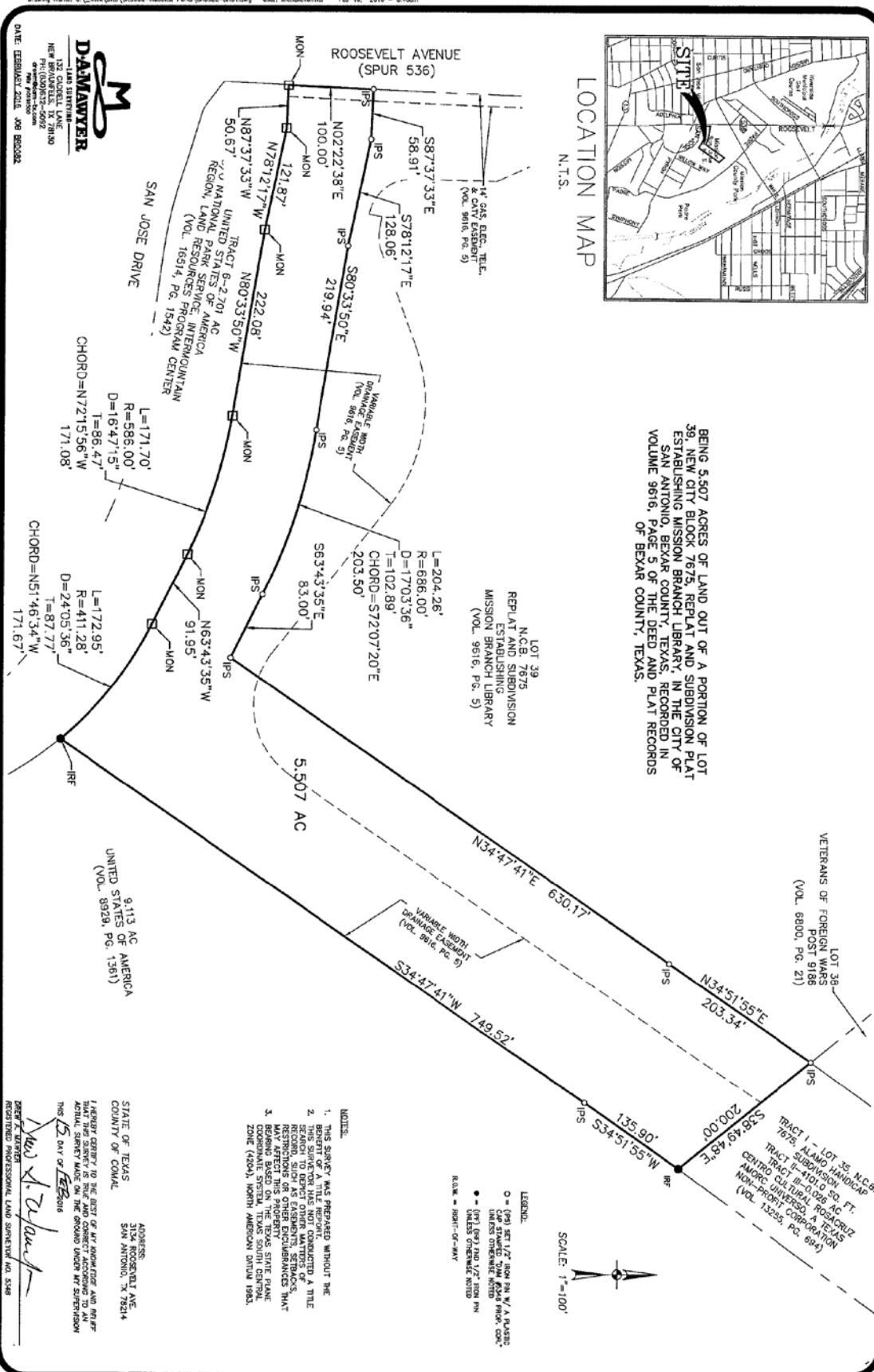
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BRD082 – National Parks 5.507 AC





San Antonio Missions National Historical Park

Mission San José

Attachment A, Viewshed Map

National Park Service
U.S. Department of the Interior

