

AN ORDINANCE 2017-06-22-0502

AUTHORIZING A MULTI-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (“TxDOT”) FOR THE USE OF 5.723 ACRES OF STATE PROPERTY LOCATED AT THE TxDOT RIGHT OF WAY ALONG BROADWAY STREET UNDER THE INTERCHANGE OF INTERSTATE HIGHWAY 35 AND US HIGHWAY 281.

* * * * *

WHEREAS, in July 2013, the Transportation and Capital Improvement Department received a grant from TxDOT to beautify five underpass sites around the City and the TxDOT right of way along Broadway Street under Interstate Highway 35 and US Highway 281 was selected as one of the beautification project sites; and

WHEREAS, given the high demand for public parking in the area which is anticipated to grow substantially as a result of the Broadway Corridor Improvements Project and other neighborhood revitalization development efforts, City staff coordinated with area stakeholders, agency partners and others to plan, design, and fund a public parking surface lot; and

WHEREAS, the City will use TxDOT right of way along Broadway Street under Interstate Highway 35 and US Highway 281 to construct and maintain a public parking surface lot that is within walking distance of popular City destinations such as the Pearl, Museum Reach of the San Antonio River, San Antonio Museum of Art, Maverick Park, restaurants and music venues - all of which have very limited public parking options; and

WHEREAS, this TxDOT right of way was surveyed and a conceptual design was developed which provides for approximately 180 parking spaces, ample green space, landscaping, and a walking trail to facilitate connectivity to the neighborhood; and

WHEREAS, the City of San Antonio’s Parking Division of the Center City Development and Operations Department will manage and maintain the parking lot, and the Transportation and Capital Improvements Department will maintain the remainder of the site; **NOW THEREFORE:**

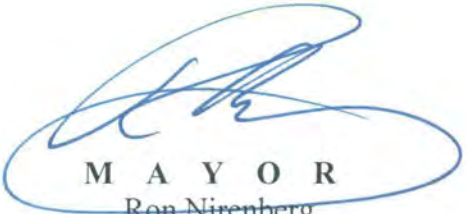
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of a Multi-Use Agreement with TxDOT for the use of 5.723 acres of State property located at the TxDOT right of way along Broadway Street under Interstate Highway 35 and US Highway 281 are hereby approved. The City Manager or her designee is authorized to execute this Agreement, a copy of which, in substantial final form is set out in **Exhibit A**. A copy of the fully executed agreement will be substituted for **Exhibit A** upon receipt of all signatures.

SECTION 2. This Ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage.

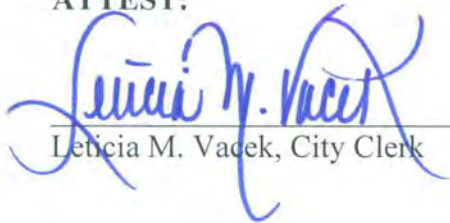
AL
06/22/17
Item No. 24A

PASSED AND APPROVED this 22nd day of June, 2017.



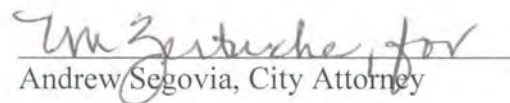
M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	24A (in consent vote: 24A, 24B, 24C, 24D)						
Date:	06/22/2017						
Time:	12:39:28 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving an agreement with the Texas Department of Transportation for use of 5.723 acres of State property under IH35 to be developed as a surface parking lot for public use.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8	x					
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

Exhibit A

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and the City of San Antonio, hereinafter called the CITY party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the _____ day of _____, 2017, the governing body for the CITY, entered into Resolution/Ordinance No. _____ hereinafter identified by reference, authorizing the CITY's participation in this agreement with the State; and

WHEREAS, the CITY has requested the State to permit the construction, maintenance and operation of a public PARKING AREA on the highway right of way, (ROADWAY LOOP 368, CONTROL SECTION NO. 0016-08).

(General description of area including either the control number or GPS coordinates.)

The parking area would be within TxDOT right of way along Loop 368 (Broadway St.) under the existing 1-35/US 281 Interchange in San Antonio. GPS coordinates= - 98.4784, 29.4386 shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the CITY will enter into agreements with the State for the purpose of determining the respective responsibilities of the CITY and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

The CITY will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the CITY shall be in accordance with the requirements of Title II of the Americans with Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the CITY and found not to comply with ADA or TAS shall be corrected at the entire expense of the CITY.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 11/2 ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the CITY. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that the CITY has failed to comply with these responsibilities, it will perform the necessary work and charge the CITY the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

- A. Retention Period. The CITY shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The CITY shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.
- B. Audit Report. If fees are collected by the CITY for the use of the facility under this agreement, the CITY will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility, the CITY must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.
- C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the CITY's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and the CITY shall be responsible for the facility's timely removal at no cost to the State. If the State determines that the CITY has failed to timely remove the facility, it will perform the necessary work and charge the CITY the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The CITY shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The CITY may, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. APPROPRIATION

All obligations of the City under this agreement are subject to the discretion of City Council. If the City Council fails to appropriate money for any obligation under this agreement, the City may terminate this agreement and have no further liability.

13. INSURANCE

The City of San Antonio maintains a self-insurance fund for general liability, workers' compensation claims, and causes of action which meets its statutory obligations to TxDOT contract requirements as permitted by law.

The City of San Antonio and TxDot acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. The City of San Antonio does not waive its immunities, defenses or limits of liability by entering or performing under this Agreement.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The CITY shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The CITY, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the CITY shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The CITY must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the CITY if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE

Texas Department of Transportation Maintenance Division
125 East 11th Street Austin, Texas 78701-2483

CITY OF SAN ANTONIO

Parking Div., Center City Dev. & Operations Dept.
PO Box 839966, San Antonio, Texas 78283

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout (Site Plan)

Exhibit B - Metes and Bounds Description

Exhibit C - Certificate of Insurance (TxDOT Form 1560) - Note: The City is self-insured

Exhibit D - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the CITY on the _____ day of _____, 2017, and the State on the _____ day of _____, 2017.

CITY OF SAN ANTONIO

By: _____
Signature

Printed Name

Title

Agency

Contact Office and Telephone No.

STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director, Maintenance Division

Printed Name

Date

APPROVAL RECOMMENDED:

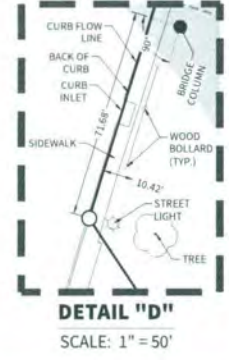
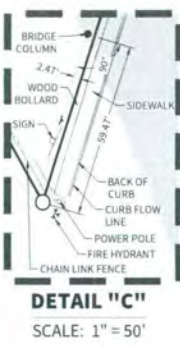
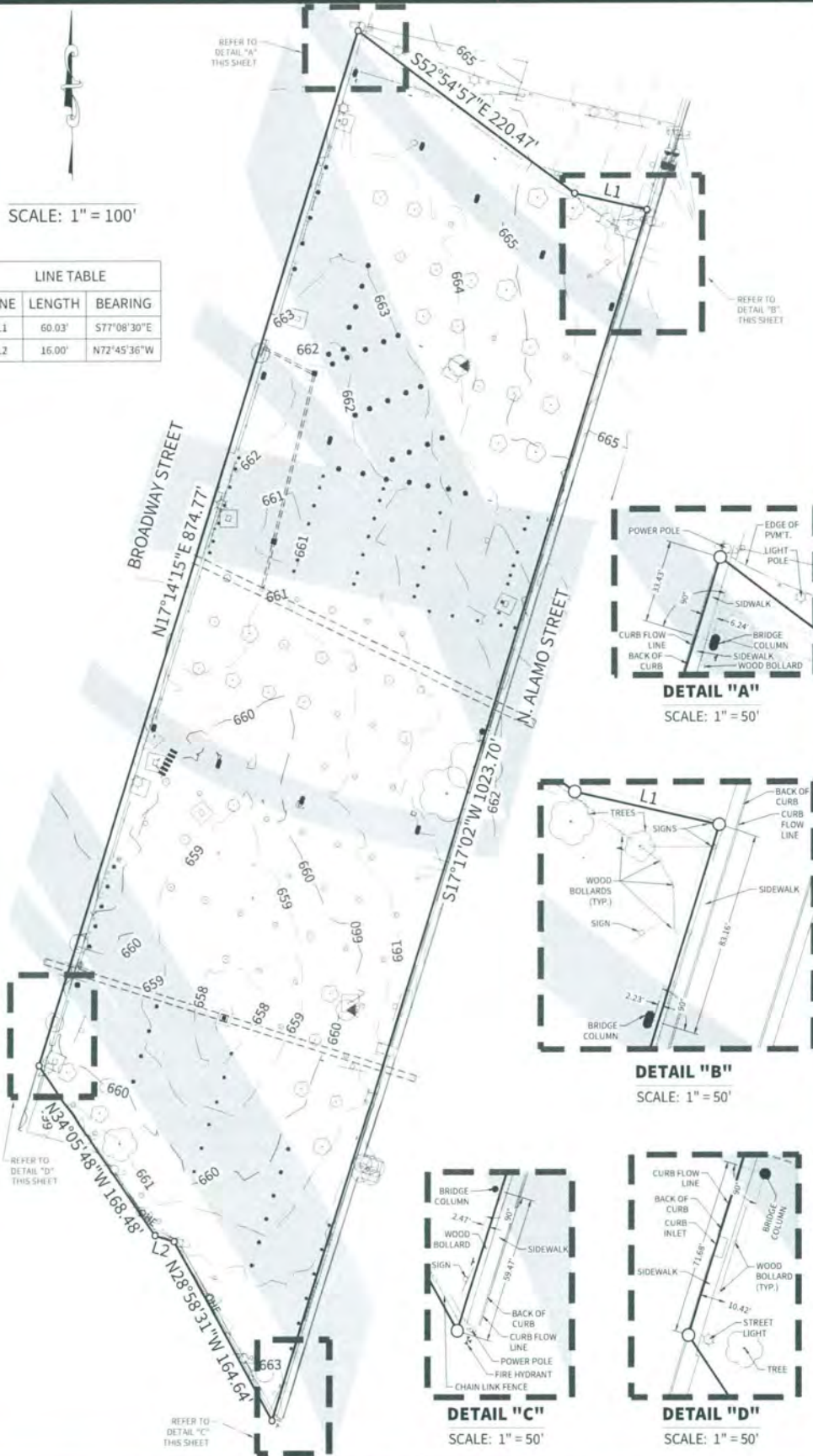
District Engineer

Printed Name

Exhibit A

SCALE: 1" = 100'

LINE TABLE		
LINE	LENGTH	BEARING
L1	60.03'	S77°08'30"E
L2	16.00'	N72°45'36"W



CUDE ENGINEERS
 4122 POND HILL RD. • SUITE 101
 SAN ANTONIO, TEXAS 78231
 TEL 210.681.2951 • FAX 210.523.7112
 WWW.CUDEENGINEERS.COM
 TBPE FIRM #455
 TBPLS FIRM #10048500

BROADWAY UNDERPASS PARKING LOT

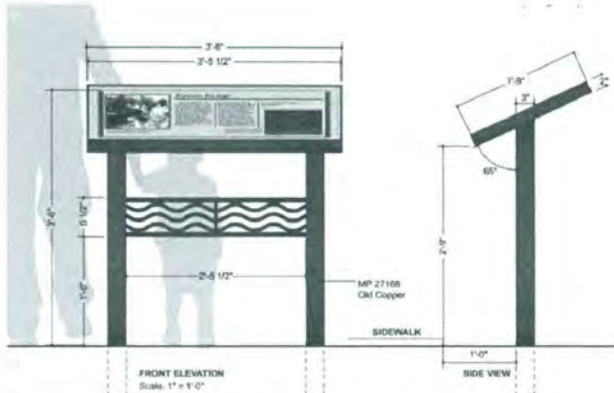
CENTRAL ZONE BOUNDARY

DATE: 2017-01-18

JOB NO: #03055.000

P:\03055\0002 Drawings\Exhibits\2017-01-19 - 00_C7 - RDV.dwg 2017/03/20 4:39pm srodgers

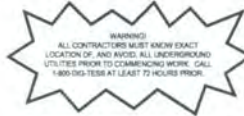
REPRODUCTION OF THE ORIGINAL SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INADVERTENTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING CUDE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.



NOTE: S.A.R.A. PROVIDED INTERPRETIVE PANEL FOR INSTALLATION INFO ONLY

SIGNAGE NOTE:

1. PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR WHO IS AWARDED ALL OR PART OF INSTALLATION WORK SHALL REVIEW WITH THE OWNER, AND SECURE APPROVAL FROM ALL PARTIES FOR INSTALLATION OF SARAH PROVIDED LOCATION VERIFICATION WITH ALL UNDERGROUND FACILITIES.
2. THE INSTALLER SHALL STAKE OR MARK ALL LOCATIONS FOR APPROVAL BY SARAH. THE INSTALLER SHALL COORDINATE LOCATION VERIFICATION WITH ALL UNDERGROUND FACILITIES.
3. ALL SUPPORT STEEL SHALL BE INSTALLED BY THE INSTALLER AS NECESSARY FOR THE SUPPORT OF SIGNAGE.
4. THE INSTALLER SHALL EXCAVATE FOOTINGS FOR SIGN POSTS TO ALLOW FOR 2'-9" ABOVE GROUND INSTALLATION TO LOWEST POINT OF SIGN FRAME. BACKFILL WITH REDI-MIX CONCRETE AND ENSURE THAT ALL FRAMES ARE LEVEL AND PLUMB. FOOTING SHALL BE 24" DEEP X 12" WIDE USING 3000 PSI CONCRETE.
5. THE INSTALLER SHALL REMOVE ALL EXCAVATED MATERIAL, KEEP THE SITE WORK AREA(S) CLEAR OF UNNECESSARY DEBRIS, AND SHALL KEEP ALL WORK AREA(S) SECURED WHEN UNATTENDED FOR THE DURATION OF THE INSTALLATION PERIOD.
6. THE INSTALLER SHALL CLEAN THE SITE OF ALL UNNECESSARY DEBRIS AND CLEAN ALL GLASS, CHROME, AND ANY OTHER ITEMS BEFORE VACATING THE SITE AND FINAL OWNER SIGN OFF.
7. THE INSTALLER SHALL BEAR THE RESPONSIBILITY OF COMPLIANCE WITH THE REQUIREMENTS OF THE ADA AND OTHER CODES, WITH RESPECT TO SIGN INSTALLATIONS.



STOP!
CALL BEFORE YOU DIG
DIG TESS
1-800-DIG-TESS
 (at least 72 hours prior to digging)

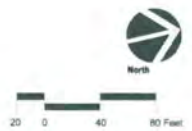
CALL BEFORE YOU DIG
 ALL CONTRACTORS MUST KNOW EXACT LOCATION OF AND AVOID ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
CALL 811 (at least 48 hours prior to digging)
 CALL TxDOT TRANSDUCER, SIGNAL SHOP, & ELECTRICAL SHOP FOR ALL TxDOT LOCATES (at least 48 hours prior to digging)



NOTE: OPERATIONS & MAINTENANCE OF BIO-RETENTION AREAS BY S.A.R.A.

MATERIALS LEGEND

- SEEDED NATIVE SHORT GRASS
- SEEDED GRASS 1" x 12" x 12"
- SEEDED GRASS 1" x 12" x 12"
- SEEDED GRASS 1" x 12" x 12"
- SEEDED GRASS 1" x 12" x 12"
- SEEDING THE SOIL
- SEEDING THE SOIL



1 Overall Site Development Plan
 SCALE 1" = 40'-0"

ISSUE DATE

No.	Date	Issue Description
1.	5-26-17	100% CD

**Broadway Underpass
 Parking & Site Improvements**

San Antonio, Texas

LANDSCAPE ARCHITECT / PRIME CONSULTANT
BENDER WELLS CLARK DESIGN
 830 N. ALAMO ST.
 SAN ANTONIO, TEXAS 78215



CIVIL ENGINEER
 CLUE CIVIL ENGINEERS
 4122 Ford Hill Road, Suite 101
 San Antonio, TX 78231
 210-481-9261

ELECTRICAL ENGINEER
 HNS ENGINEERING CONSULTANTS
 2902 North Flores Street
 San Antonio, TX 78212
 210-383-1840

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CLIENT
San Antonio River Authority
 Contact:
 Project Manager
 Patrice Malancon
 210-302-3618
 pmalancon@sara-tx.org



LAWRENCE C. CLARK
 LANDSCAPE ARCHITECT
 1211
 2017-05-26
 TO BE SUBMITTED: 5/17
 JOB NO.: 1 DRAWN BY: LCC & BV

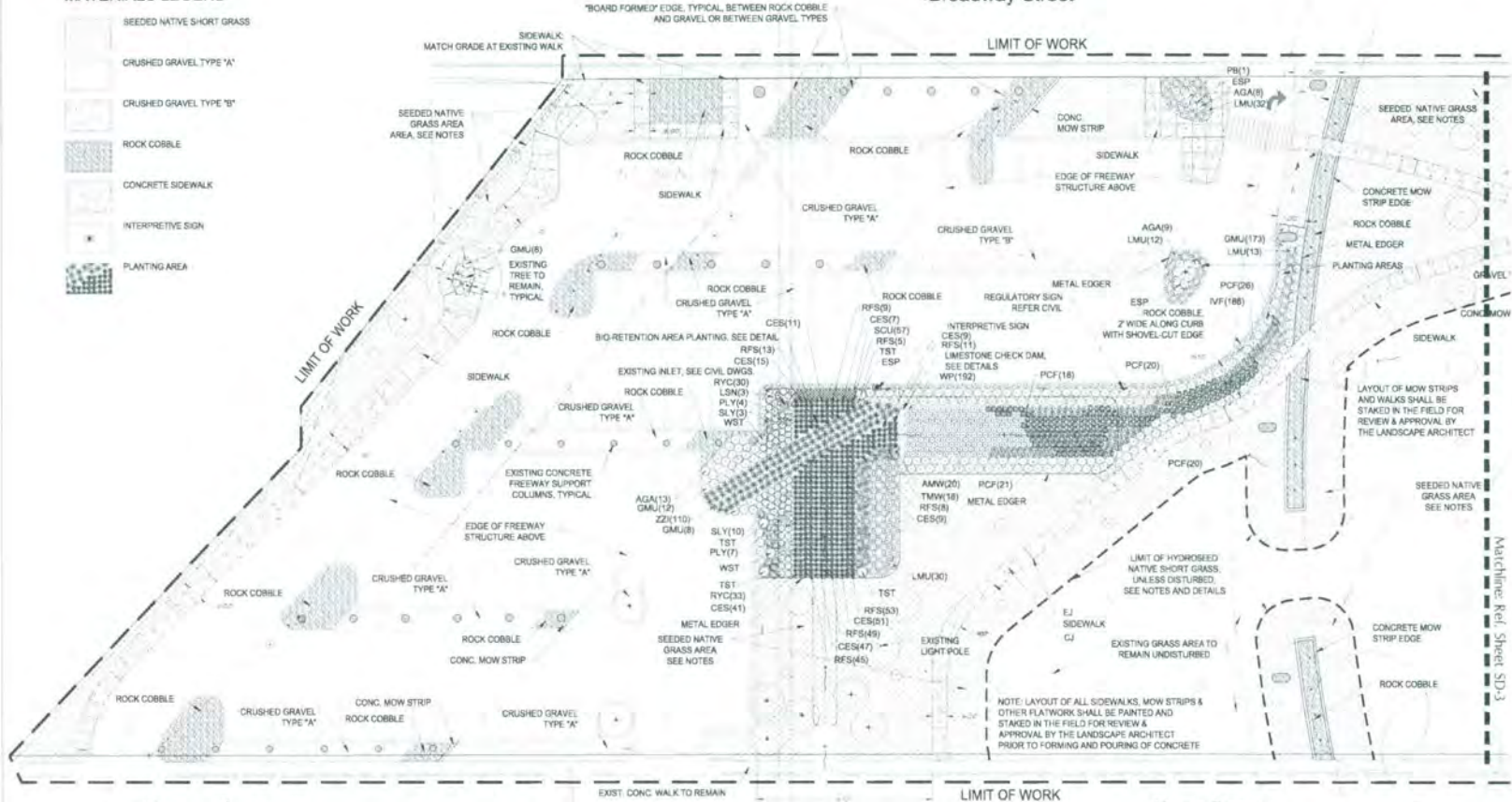
Site Development Plan

SD-1

MATERIALS LEGEND

- SEEDED NATIVE SHORT GRASS
- CRUSHED GRAVEL TYPE 'A'
- CRUSHED GRAVEL TYPE 'B'
- ROCK COBBLE
- CONCRETE SIDEWALK
- INTERPRETIVE SIGN
- PLANTING AREA

Broadway Street



Alamo Street

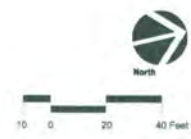
NOTE: OPERATIONS & MAINTENANCE OF BID-RETENTION AREAS BY S.A.R.A.

WARNING!
ALL CONTRACTORS MUST KNOW EXACT LOCATION OF AND AVOID ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK. CALL 1-800-DIG-TESS AT LEAST 72 HOURS PRIOR.

STOP!
CALL BEFORE YOU DIG
DIG TESS
1-800-DIG-TESS
(at least 72 hours prior to digging)

CALL BEFORE YOU DIG
ALL CONTRACTORS MUST KNOW EXACT LOCATION OF AND AVOID ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
CALL 811 (at least 48 hours prior to digging)
CALL TXDOT TRANSMISSION SIGNAL SHOP & ELECTRICAL SHOP FOR ALL TXDOT LOCATES (at least 48 hours prior to digging)

1 Site Development Plan: South Central Area
SCALE 1"= 20'-0"



ISSUE DATE

No.	Date	Issue Description
1	5-26-17	ISSN CD

**Broadway Underpass
Parking & Site Improvements**

San Antonio, Texas

LANDSCAPE ARCHITECT / PRIME CONSULTANT
BENDER WELLS CLARK DESIGN
610 N. ALAMO ST.
SAN ANTONIO, TEXAS 78215

BENDER WELLS CLARK DESIGN
Landscape Architecture
Urban Design
Planning
630 North Aramo Street
San Antonio, Texas 78215
210-660-8221
www.benderwellsclark.com

CIVIL ENGINEER
CLARK CIVIL ENGINEERS
4122 Fossil Hill Road, Suite 101
San Antonio, TX 78211
210-481-2961

ELECTRICAL ENGINEER
HHS ENGINEERING CONSULTANTS
2902 North Flores Street
San Antonio, TX 78212
210-393-1840

CLIENT
San Antonio River Authority

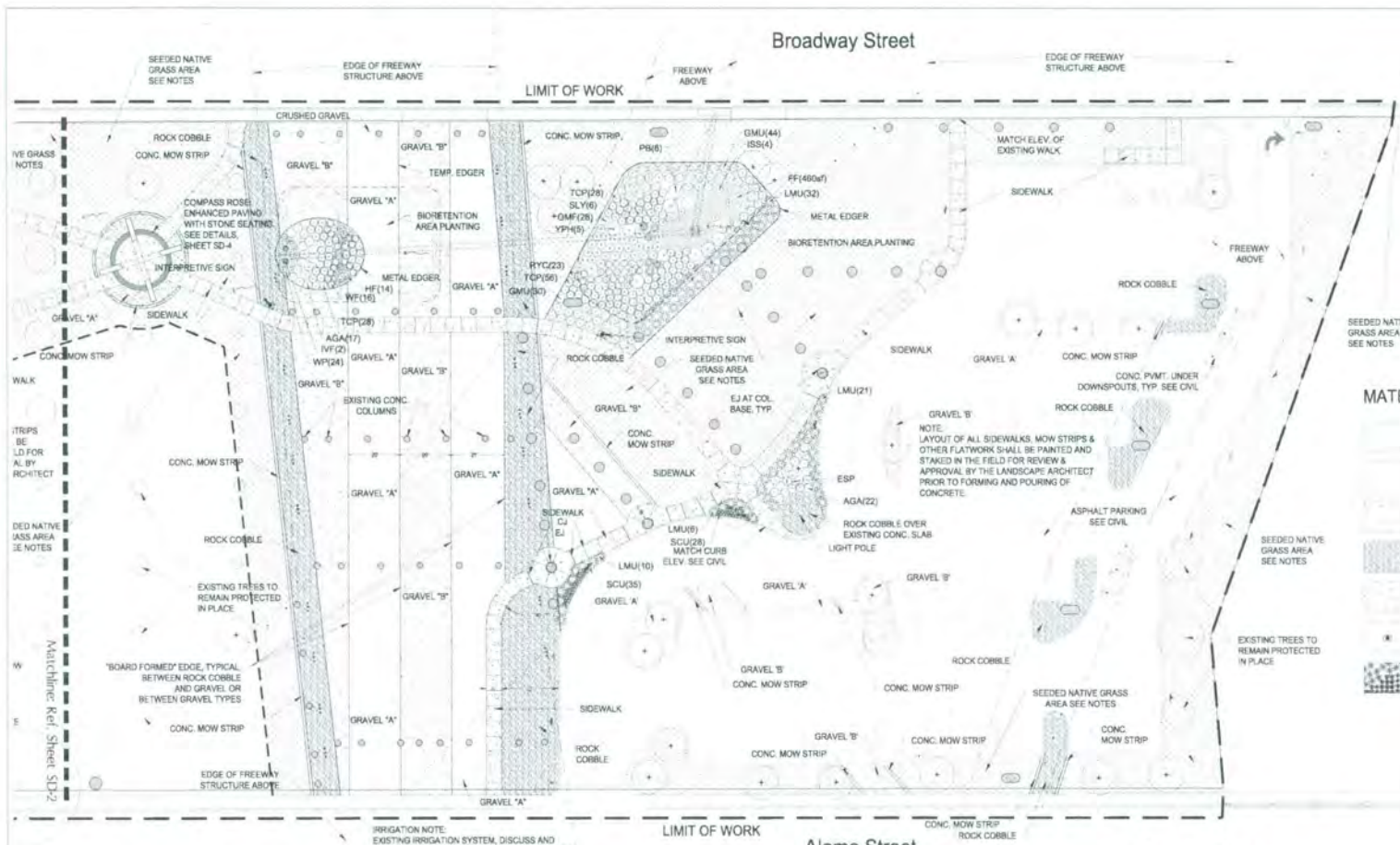
Contact:
Project Manager
Patricia Melancon
210-302-3615
pmelancon@sarra-tx.org

LAWRENCE C. CLARK
ARCHITECT

1211 2017-05-26
TX REGISTRATION STATE
JOB NO. 1 DRAWN BY: LCC & BV

Site Development Plan

SD-2



MATERIALS LEGEND

- SEEDED NATIVE SHORT GRASS
- CRUSHED GRAVEL TYPE 'A'
- CRUSHED GRAVEL TYPE 'B'
- ROCK COBBLE
- CONCRETE SIDEWALK
- INTERPRETIVE SIGN
- PLANTING AREA

IRRIGATION NOTE:
EXISTING IRRIGATION SYSTEM, DISCUSS AND
COORDINATE LOCATION OF CONTROLLER VALVES
AND LINES WITH MALDONADO NURSERY & LANDSCAPING

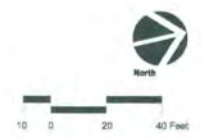
NOTE: OPERATIONS & MAINTENANCE OF BIO-RETENTION AREAS BY S.A.R.A.

1 Site Development Plan: North Central Area
SCALE 1"= 20'-0"



STOP!
CALL BEFORE YOU DIG
DIG TESS
1-800-DIG-TESS
(at least 72 hours prior to digging)

CALL BEFORE YOU DIG
ALL CONTRACTORS MUST KNOW EXACT LOCATION OF AND AVOID ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
CALL 811 (at least 48 hours prior to digging)
CALL TxDOT TRANSLUCIDE, SIGNAL SHOP, & ELECTRICAL SHOP FOR ALL TxDOT LOCATES (at least 48 hours prior to digging)



ISSUE DATE

No.	Date	Issue Description
1	5-26-17	190N CD

**Broadway Underpass
Parking & Site Improvements**

San Antonio, Texas

LANDSCAPE ARCHITECT / PRIME CONSULTANT
BENDER WELLS CLARK DESIGN
SAN ANTONIO, TEXAS 78215



CIVIL ENGINEER
CLIDE CIVIL ENGINEERS
4122 FUND HILL ROAD, SUITE 101
SAN ANTONIO, TX 78231
210-681-2961

ELECTRICAL ENGINEER
HM3 ENGINEERING CONSULTANTS
2902 NORTH FLORES STREET
SAN ANTONIO, TX 78212
210-393-1840

CLIENT
San Antonio River Authority
Contact:
Project Manager
Patricia Melancon
210-309-3615
pmelancon@sarra-tx.org

LAWRENCE C. CLARK
LANDSCAPE ARCHITECT
12111
DATE 2017-05-26
JOB NO. 1
DRAWN BY: LCC & BV
SHEET TITLE & NO.:
Site Development Plan

SD-3

Exhibit B

**FIELD NOTE DESCRIPTION OF
5.723 ACRE TRACT; LEASE SITE**

A 5.723 acre tract of land lying in the San Antonio Town Tract, Abstract 20, Bexar County, Texas, said 5.723 acre tract of land being a portion of the Texas Department of Transportation right-of-way as depicted on the final map of Interstate Highway 37, Account No. 9015-12-2, Project No. 137-2(29)142, Project Designator 7530; said 5.723 acre tract of land being more particularly described as follows:

BEGINNING: At a 1/2" iron rod found with plastic cap stamped "SURVCON" at the intersection of the northwest right-of-way line of Alamo Street (a 50-foot wide right-of-way) and the northeast right-of-way line of the aforementioned Interstate Highway 37 for the south corner of Lot 2, NCB 6323 and the east corner of the herein described 5.723 acre tract;

Thence: S17°17'02"W (Record - S17°28'10"W), along the northwest right-of-way line of the aforementioned Alamo Street, a distance of 1,023.70 feet to a 1/2" iron rod set with plastic cap stamped "MMES 6490" at the intersection of the northwest right-of-way line of said Alamo Street and the southwest right-of-way line of the aforementioned Interstate Highway 37, in the southeast line of Lot 11, NCB 468, for the south corner of the herein described 5.723 acre tract;

Thence: N28°58'31"W (Record - N28°44'58"W), along the southwest right-of-way line of the aforementioned Interstate Highway 37, a distance of 164.64 feet to a 1/2" iron rod found with plastic cap stamped "GIBBONS RPLS 4716" in the southeast line of a 16-foot wide alley for the north corner of Lot 71, NCB 468, and an angle point of the herein described 5.723 acre tract;

Thence: N72°45'36"W, crossing the aforementioned 16-foot wide alley, a distance of 16.00 feet to a 1/2" iron rod found with plastic cap stamped "GIBBONS RPLS 4716" in the northwest line of said 16-foot wide alley for the east corner of Lot 5, Block 49, the south corner of Lot 6, Block 49, an angle point in the southwest right-of-way line of the aforementioned Interstate Highway 37 and an angle point of the herein described 5.723 acre tract;

Thence: N34°05'48"W (Record - N33°52'15"W), along the southwest right-of-way line of the aforementioned Interstate Highway 37, passing a 5/8" iron rod found at the intersection of the southwest right-of-way-line of said Interstate Highway 37 and the southeast right-of-way line of Broadway Street (an 80-foot wide right-of-way) at a distance of 160.08 feet, a total distance of 168.48 feet to a cotton spindle set (head broken off) in the southeast curb line of said Broadway Street for the west corner of the herein described 5.723 acre tract;

Thence: N17°14'15"E (Record - N17°28'10"E), along the southeast curb line of the aforementioned Broadway Street, a distance of 874.77 feet to a point for the north corner of the herein described 5.723 acre tract from which a 60 "D" nail found with punch bears N39°16'42"W, a distance of 0.31 feet;

Thence: S52°54'57"E (Record - S52°43'49"E), leaving the southeast curb line of the aforementioned Broadway Street a distance of 220.47 feet to a 1/2" iron rod found for an angle point for the northeast right-of-way line of said Interstate Highway 37 and angle point of the herein described 5.723 acre tract;

Thence: S77°08'30"E (Record - S76°57'22"E), along the northeast right-of-way line of the aforementioned Interstate Highway 37 and the southwest line of the aforementioned Lot 2,

a distance of 60.03 feet to the **POINT OF BEGINNING** and containing 5.723 acres of land.

Notes: 1.) Basis of Bearing the Texas State Plane Coordinate System, South Central Zone (4204) NAD 83(93).


2.) (Record -) Record calls taken from Texas Department of Transportation right-of-way as depicted on the final map of Interstate Highway 37, Account No. 9015-12-2, Project No. I37-2(29)142, Project Designator 7530

**STATE OF TEXAS
COUNTY OF BEXAR**

I, Paul L. Myers, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my supervision in December 2016 thru March 2017.

Date 8 day of March 2017.

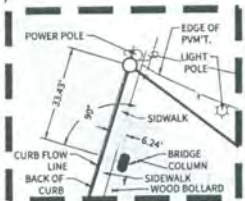
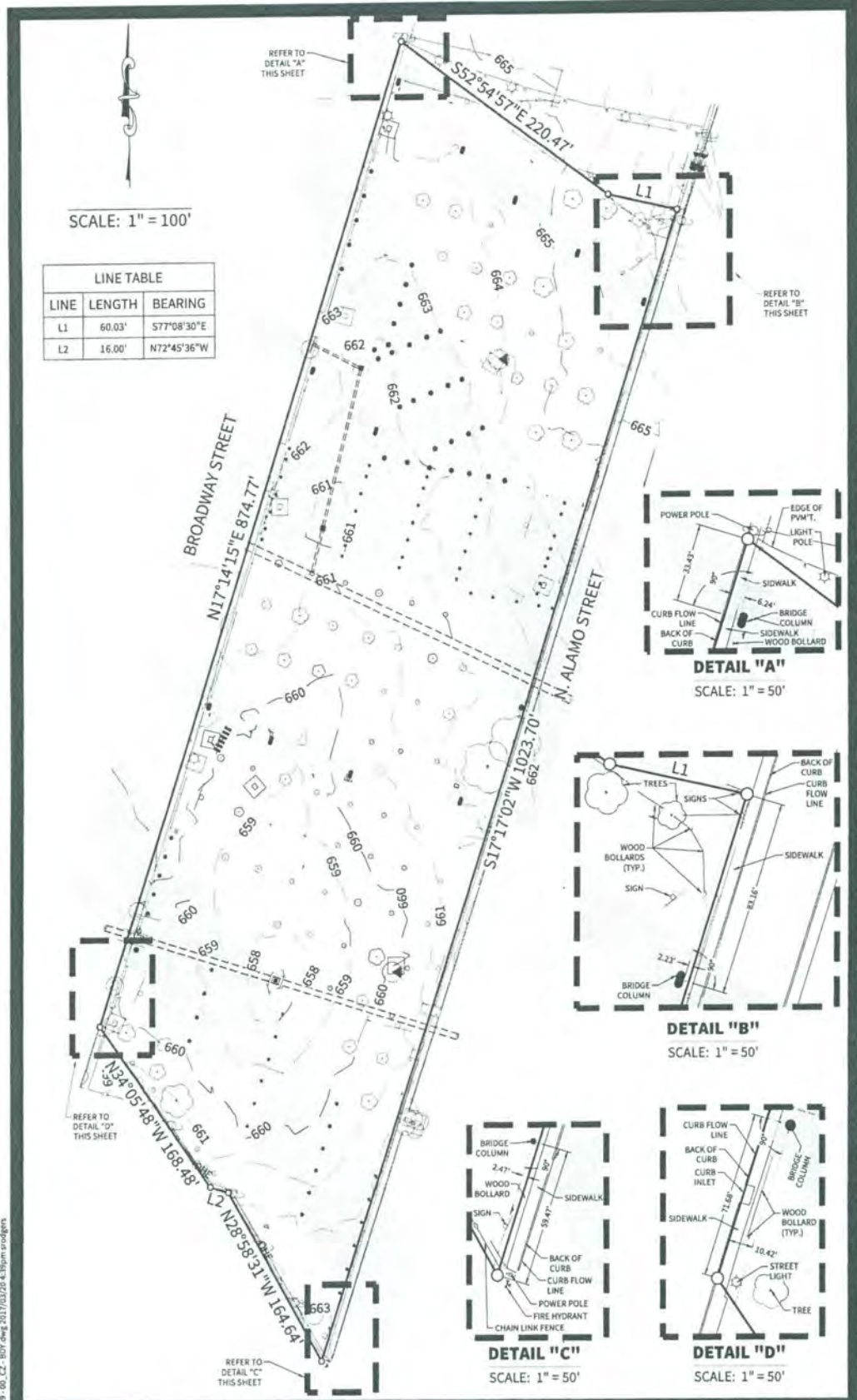



Paul L. Myers
Registered Professional Land Surveyor
No. 6490 – State of Texas

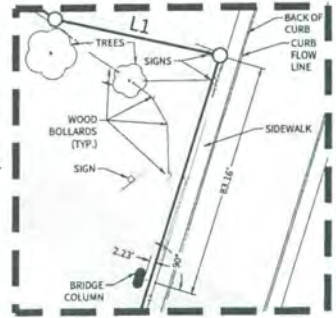
Job No. 17009.001
March 8, 2017
PLM

SCALE: 1" = 100'

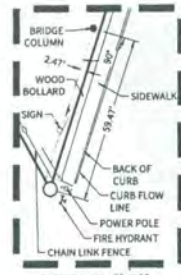
LINE TABLE		
LINE	LENGTH	BEARING
L1	60.03'	S77°08'30"E
L2	16.00'	N72°45'36"W



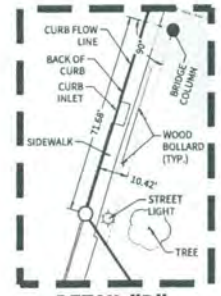
DETAIL "A"
SCALE: 1" = 50'



DETAIL "B"
SCALE: 1" = 50'



DETAIL "C"
SCALE: 1" = 50'



DETAIL "D"
SCALE: 1" = 50'



CUDE ENGINEERS
4122 POND HILL RD. • SUITE 101
SAN ANTONIO, TEXAS 78231
TEL 210.681.2951 • FAX 210.523.7112
WWW.CUDEENGINEERS.COM
TBPE FIRM #455
TBPLS FIRM #10048500

**BROADWAY UNDERPASS
PARKING LOT**

CENTRAL ZONE BOUNDARY

DATE: 2017-01-18

JOB NO.: #03055.000

P:\03055\0002-Drawing\1-Enrich\1-2017-01-18-00-CZ-807.dwg 2017/01/28 4:39pm mrogden

REPRODUCTION OF THE ORIGINAL SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INDIRECTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING CUDE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.

Exhibit C

Exhibit D

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.