

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

AN ORDINANCE

**AUTHORIZING A PERMIT FOR THE INSTALLATION OF A
SIGN OVER AND WITHIN ROY SMITH STREET BETWEEN
AVENUE A AND THE SAN ANTONIO RIVER IN COUNCIL
DISTRICT 1 AS REQUESTED BY RIVER NORTH APARTMENTS
LTD FOR A FEE OF \$500; AND WAIVING APPLICABLE
SECTIONS OF CHAPTER 28 OF THE CITY CODE.**

* * * * *

WHEREAS, River North Apartments Ltd. is requesting a 10 year permit for the installation and maintenance of a gateway metal sign over Roy Smith Street; and

WHEREAS, River North Apartments Ltd. owns the abutting properties on either side of the street, which are the River House Apartments; and

WHEREAS, River North Apartments Ltd. property has very limited visibility from their primary vehicular access off of Broadway and it shielded by street trees and buildings along Roy Smith; and

WHEREAS, installation of the sign as provided under the proposed permit will not interfere with City of San Antonio use of the right of way; **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 and deliver to River North Apartments Ltd. on behalf of the City a permit in substantially the same form as **Attachment II**, which is incorporated by reference for all purposes as if fully set forth. The general area subject to the license is shown in **Attachment I**. The City Manager or her designee, severally, should take all other actions reasonably necessary or convenient to effectuate this transaction, including agreeing to non-material changes to the approved form and executing and delivering all ancillary instruments and agreements conducive to effectuating the transaction.

SECTION 2. The restriction of Chapter 28, Section 28-145 related to off-premises sign placement on public property is waived.

SECTION 3. River North Apartments Ltd. shall pay \$500.00 to the City of San Antonio. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 223000000254 and General Ledger 4202410.

SECTION 4. 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 5. 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 6. 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:

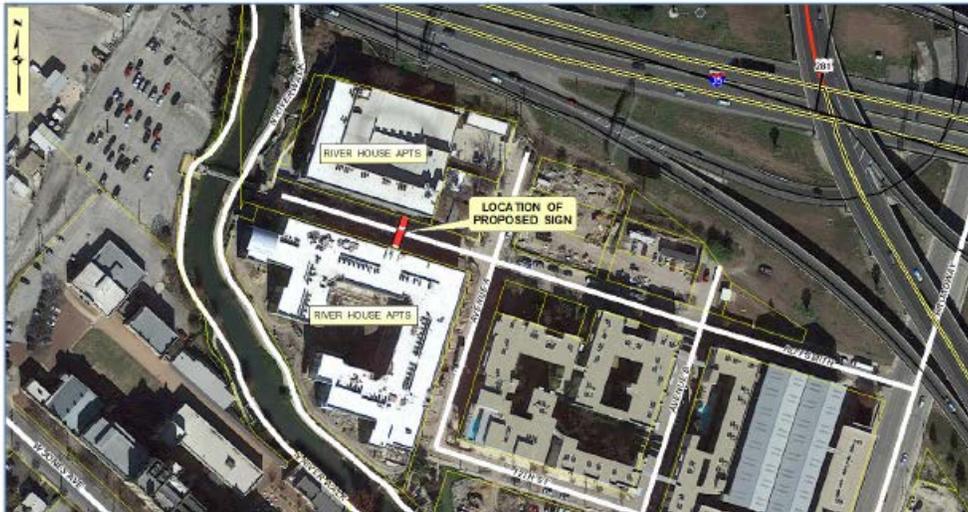
APPROVED AS TO FORM:

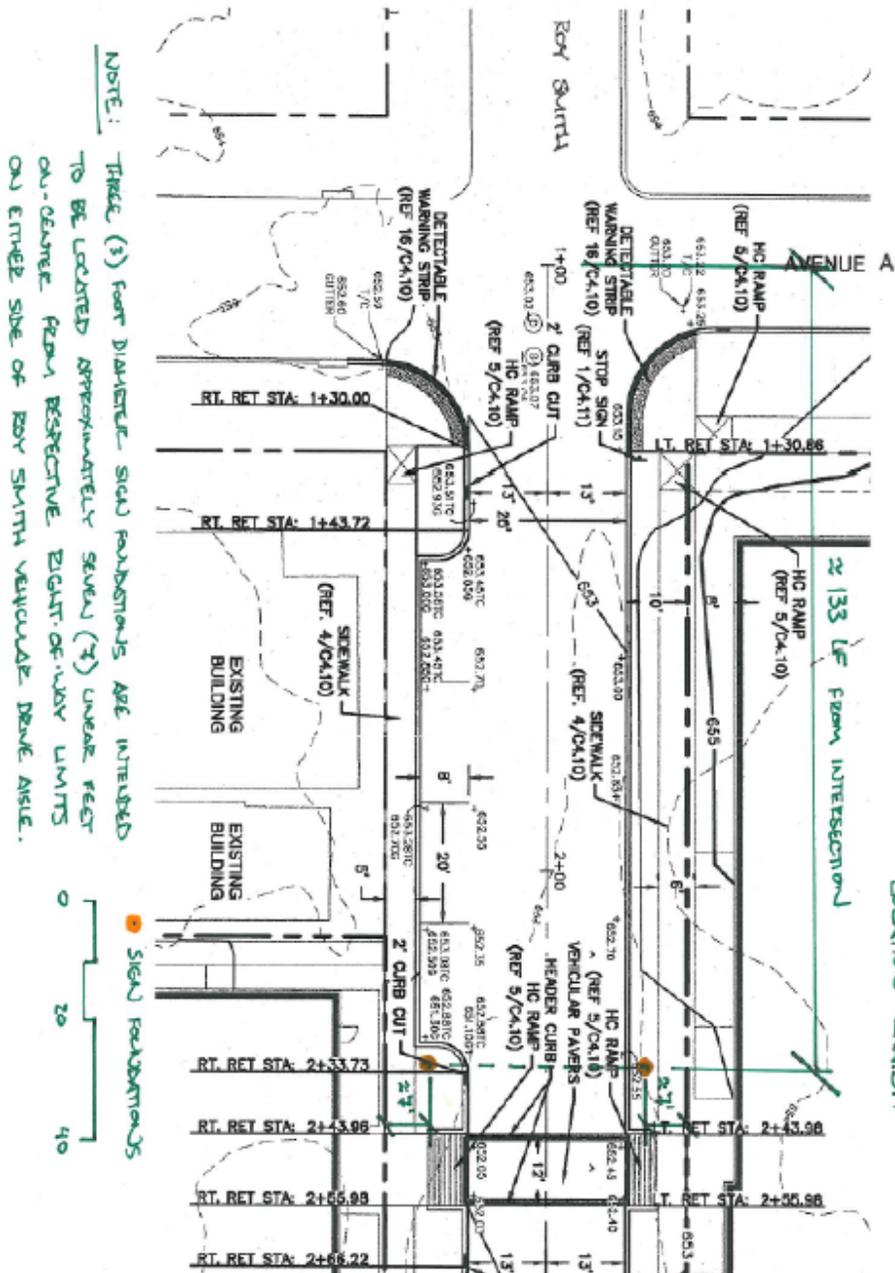
Leticia M. Vacek, City Clerk

City Attorney

Attachment I

The sign will have an approximate 196 foot clearance and is to be located about 120 feet west of the Avenue A intersection.





RIVER HOUSE GATEWAY SIGN
LOCATION EXHIBIT

NOTE: THREE (3) FOOT DIAMETER SIGN FOUNDATIONS ARE INTENDED TO BE LOCATED APPROXIMATELY SEVEN (7) LINEAR FEET ON-CENTER FROM RESPECTIVE EIGHT-FOOT WAYS LIMITS ON EITHER SIDE OF BOY SMITH VEHICULAR DRIVE AISLE.

● SIGN FOUNDATIONS

0 20 40

Attachment II

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's Permit Number.

State of Texas §
 §
County of Bexar §

Public Street Encroachment Permit

This Permit is issued under Sec. 37-3 of the City Code of San Antonio, Texas. Permittee may construct, maintain, repair, replace, and reconstruct the Permitted Encroachment on the Affected Right of Way subject to this permit and Sec. 37-23 of the City Code of San Antonio, Texas.

This permit does not relieve Permittee of any building code requirements, zoning restrictions, other city-imposed requirements, or other applicable land use restrictions. If the Permitted Encroachment entails excavation or entails intrusion into space near overhead or underground utilities, Permittee must follow all rules imposed by public utilities whose facilities may potentially be affected. If excavation is involved, Permittee must obtain a permit from the City's Right-of-Way Division.

Delegated Authority: City Code of San Antonio, Texas § 37-3

Name of Permittee: River North Apartments, Ltd.
Clinton L. Wynn
Vice President of River North Apartments GP, L.L.C.
The General Partner of River North Apartments, Ltd.

Address of Permittee: 315 E. Commerce Street, Suite 300
San Antonio, Texas 78205

Permitted Encroachment Description: A metal overhead sign over Roy Smith Street Public Right of Way between Avenue A and the San Antonio River, adjacent to NCBs 476 and 862, and depicted in **Exhibits A and B**, which is incorporated by reference for all purposes as if fully set forth.

Description of Affected Public Right of Way: Roy Smith Street Public Right of Way located between Avenue A and the San Antonio River, adjacent to NCBs 476 and 862 as shown in Exhibit A.

Fee: \$500

Term: A period of ten years commencing on December 1, 2016.

1.1 The City agrees to permit the Permittee to place the Permitted Encroachment Description (the "Improvements") within the Affected Public Right of Way in the location documented as Description of Affected Public Right of Way and as shown in **Exhibit A**.

1.2 The City and the Permittee agree that the above-described Permit is granted subject to the following conditions, terms and reservations:

- a) The Permittee is responsible for paying for the Improvements stated herein;
- b) The Permittee is responsible for the maintenance and replacement of the Improvements;
- c) In the event the City disturbs the Improvements while maintaining the City's right of way, the City shall not be responsible for repair or replacing the Improvements installed by the Permittee;
- d) Permittee is solely responsible for obtaining any necessary permission from other owners or interest holders whose property will be used or impacted by Permittee's activities under this Permit;
- e) No improvements are permitted within the traveled areas (pedestrian or vehicular, i.e., sidewalk, car lanes) of the right of way;
- f) Permittee must allow SAWS perpetual access on, over and across said public right of way for inspection, operations, maintenance, construction, reconstruction and realignment of its facilities. SAWS shall have no obligation to restore and/or replace any of the Permittee's property damaged or destroyed as a result of these activities.
- g) This permit is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to permits issued under section 37-3 (Permits for Encroachment onto public streets, alleys, or drainage easements);
- h) All Chapter 35 of the City Code of San Antonio (Unified Development Code) requirements must be met related to clearance, design, permits and installation; and
- i) Permittee shall notify City of any change of address within 5 business days of such change.

1.3 This Permit is made subordinate to the right of the City to use the Affected Public Right of Way for a public purpose. It is understood and agreed that should the City deem it in the public interest to use the Affected Public Right of Way, or any portion thereof, for a public purpose that conflicts with the Permit granted, or use by Permittee interferes with the ability of the City or public

to use the Affected Public Right of Way, then, and in those events, the City acting through the Director of Transportation and Capital Improvements may revoke this Permit upon providing written notice and the Permittee, or anyone claiming any rights under this instrument, shall remove any Improvements and encroachments from the Affected Public Right of Way at the Permittee's expense. The Permittee shall have a right of cancellation upon giving the City 30 days written notice of the Permittee's intention to cancel. Upon cancellation, this Permit shall become null and void, and the Permittee, or anyone claiming any rights under this instrument, shall remove any Improvements and encroachments from the Affected Public Right of Way at the Permittee's expense. All work shall be done at the Permittee's sole cost and to the satisfaction of the City. The determination by the Director of Transportation and Capital Improvements or his designee as to the public necessity of the use of the Property shall be final and binding upon the parties.

1.4 This Permit is subject to all state and federal laws, the provisions of the Charter of the City, as it now exists or as it may hereafter be adopted or amended, and the ordinances of the City now in effect or which may hereafter be passed, adopted, or amended.

1.5 The Permittee must apply for and receive any necessary permits from pertinent City boards or departments.

Miscellaneous Provisions

2.1 The phrases, clauses, sentences, paragraphs or sections of this Permit to use agreement are severable and, if any phrase, clause, sentence paragraph, or section hereof should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Permit.

2.2 The rights under this permit may be transferred or assigned to a new owner of property that is adjoining the permitted encroachment area, or to an eligible property owners association, provided such transferee would qualify under the city code as if applying for the original permit. Permittee must provide City of San Antonio written notice prior to any transfer.

2.3 Any notice required to be given pursuant to the terms and provisions of this Permit shall be in writing and shall be mailed by certified, return receipt requested, addressed as set forth below, or at such other address as may be specified by written notice

If to: **CITY OF SAN ANTONIO**

City Hall, P.O. Box 839966
(Attention: Director, Transportation and Capital Improvements
Department)
San Antonio, Texas 78283

If to: **PERMITEE**

River North Apartments, Ltd.
Clinton L. Wynn

Vice President of River North Apartments GP, L.L.C.
The General Partner of River North Apartments, Ltd.
315 E. Commerce Street, Suite 300
San Antonio, Texas 78205

2.4 The City and Permittee agree that this Permit shall be construed in accordance with the laws of the State of Texas.

2.5 Venue for any dispute arising out of this Permit shall lie in a court of competent jurisdiction in Bexar County, Texas.

City of San Antonio, a Texas municipal corporation

River North Apartments, Ltd.
by and through
River North Apartments GP, L.L.C.,
It's General Partner

By: _____

By: _____

Steve Hodges,
Real Estate Manager,
Transportation and Capital
Improvements Department

Clinton L. Wynn,
Vice President

Date: _____

Date: _____

Approved as to Form:

City Attorney

State of Texas §
 §
County of Bexar §

This instrument was acknowledged before me this date by Steve Hodges of the City of San Antonio in the capacity therein stated and on behalf of that entity.

Date: _____

Notary Public State of Texas

My Commission Expires: _____

State of Texas §
 §
County of Bexar §

This instrument was acknowledged before me this date by _____ of _____, _____, on behalf of that entity.

Date: _____

Notary Public State of Texas

My Commission Expires: _____

Exhibit A

The sign will have an approximate 196 foot clearance and is to be located about 120 feet west of the Avenue A intersection.





RIVER HOUSE ENTRANCE SIGN PROJECT
SAN ANTONIO, TX
FEB. 28th 2018



<p>WALTON COMMERCIAL SIGNAGE 11111 N. LOOP WEST, SUITE 100 DALLAS, TEXAS 75243 TEL: 972.342.1111 WWW.WALTONSIGN.COM</p>	<p>CLIENT: RIVER HOUSE HOUSING ADDRESS: 211 SOUTH MICHIGAN CITY: SAN ANTONIO, TX STATE: TX ZIP: 78201 DATE: FEB. 28th 2018</p>	<p>PROJECT: RIVER HOUSE ENTRANCE SIGN PROJECT DATE: FEB. 28th 2018</p>	<p>DESIGNER: [Redacted] DATE: [Redacted]</p>
	<p>PROJECT: RIVER HOUSE ENTRANCE SIGN PROJECT DATE: FEB. 28th 2018</p>	<p>DESIGNER: [Redacted] DATE: [Redacted]</p>	<p>PROJECT: RIVER HOUSE ENTRANCE SIGN PROJECT DATE: FEB. 28th 2018</p>

MFG-149005
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ORIGINATOR: BUREAU



WALTON
ARCHITECTS
1000 WEST 10TH AVENUE
DENVER, CO 80202
TEL: 303.733.1111
WWW.WALTONARCHITECTS.COM

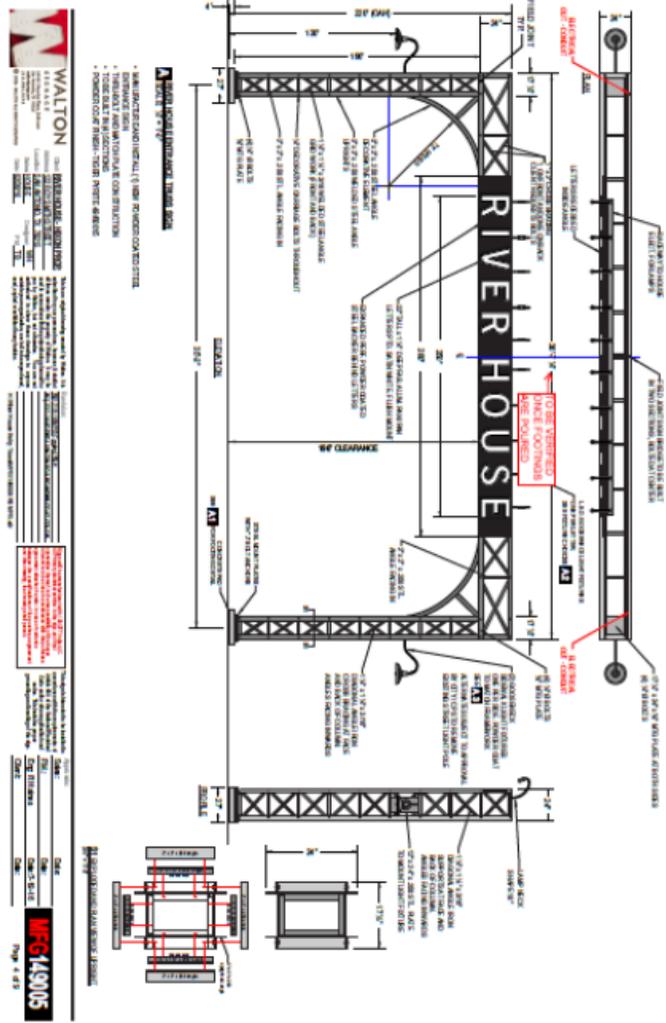
CHIEF ARCHITECT: JACOBSON
ARCHITECTS
1000 WEST 10TH AVENUE
DENVER, CO 80202
TEL: 303.733.1111
WWW.WALTONARCHITECTS.COM

PROJECT: [REDACTED]
DATE: [REDACTED]

DATE: [REDACTED]
DATE: [REDACTED]
DATE: [REDACTED]

MFC149005
Page 2 of 3







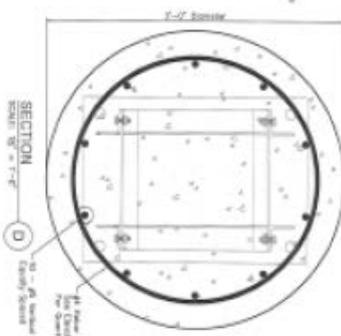
WALTON
ENGINEERING & CONSTRUCTION
10000 Highway 100, Suite 100
Houston, TX 77036
Tel: 281.416.1111
Fax: 281.416.1112
www.waltoneng.com



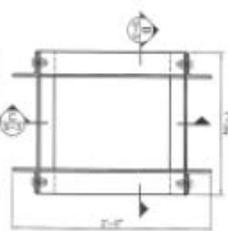
E. ELROD
REGISTERED PROFESSIONAL ENGINEER
No. 12345
Mechanical
State of Texas

PROJECT: WALTON SIGNAGE
LOCATION: 10000 Highway 100, Suite 100
CITY: HOUSTON, TX 77036

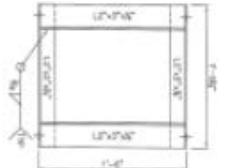
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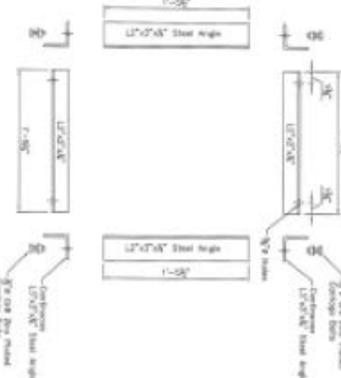
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SECTION: SECTION B
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SECTION: SECTION C
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 SCALE: 1/8" = 1'-0"



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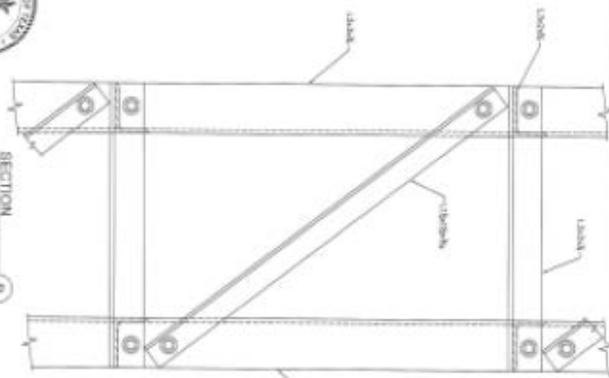
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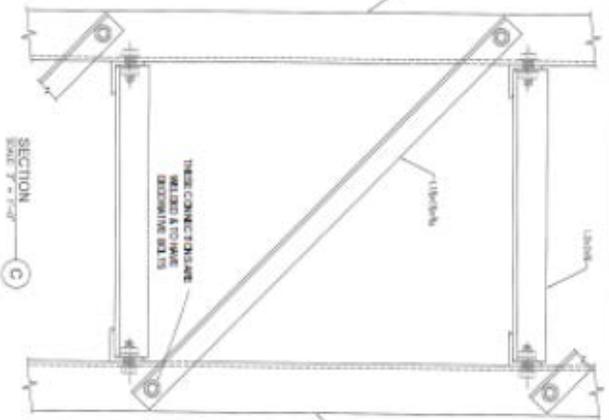
WALTON
ALASKA
21700 W. ALASKA
ANCHORAGE, ALASKA 99507
PHONE: 907.561.1111
FAX: 907.561.1112
WWW.WALTONALASKA.COM



SECTION B
SCALE: 1/4" = 1'-0"



SECTION C
SCALE: 1/4" = 1'-0"



ELROP
ENGINEERING
21700 W. ALASKA
ANCHORAGE, ALASKA 99507
PHONE: 907.561.1111
FAX: 907.561.1112
WWW.ELROPENGINEERING.COM

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ANCHORAGE, ALASKA 99507
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21700 W. ALASKA
ANCHORAGE, ALASKA 99507
PHONE: 907.561.1111
FAX: 907.561.1112
WWW.WALTONALASKA.COM

S-4

DATE: 08/11/11
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
SCALE: AS SHOWN
PROJECT: WALTON SIGNAGE

WFC 149005

