

AN ORDINANCE      2013-05-02-0294

**AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE OPERATIONS AND MAINTENANCE AGREEMENT OF THE SAN ANTONIO CHANNEL IMPROVEMENT PROJECT ASSIGNING ADDITIONAL AREAS OF MAINTENANCE RESPONSIBILITY TO THE SAN ANTONIO RIVER AUTHORITY.**

\* \* \* \* \*

**WHEREAS**, the San Antonio River Improvements Project (SARIP), also known as the Channel Improvement Project, is a collaborative effort between the City of San Antonio (City), San Antonio River Authority (SARA), Bexar County, U.S. Army Corp of Engineers (USACE) and the San Antonio River Foundation; and

**WHEREAS**, the project encompasses flood control, amenities, ecosystem restoration and recreational improvements along 13 miles of the San Antonio River from Hildebrand Avenue south to the Mission Espada area; and

**WHEREAS**, the project is comprised of four main segments: the Museum Reach from Hildebrand Avenue south to Lexington Avenue, the Downtown/Central Reach from Lexington Avenue to Houston Street, Eagleland from South Alamo to Lonestar Boulevard and Mission Reach from Lonestar Boulevard to Loop 410 South; and

**WHEREAS**, the Mission Reach segment is scheduled for completion in the summer of 2013 at which time all 13 miles of the River Improvement Project will be open to the public; and

**WHEREAS**, in 2008, the City and SARA entered into an Operations and Maintenance Agreement for the Museum Reach – Urban, Eagleland and Mission Reach segments, establishing certain operational and maintenance responsibilities for the parties; and

**WHEREAS**, both parties have agreed to amend the 2008 Agreement in order to reflect additional areas of maintenance responsibility for SARA and to align maintenance levels and schedules with the USACE recommended operational standards for areas adjacent to the river channel and within City parks connected to the eco-restoration project; and

**WHEREAS**, upon approval of this Amendment, SARA will assume responsibility for landscape and general maintenance for improvements constructed in the portion of the Museum Reach between Josephine Street and Avenue B and for various portions of the Mission Reach in the City’s Roosevelt, Concepcion, Espada, Acequia and Brown Parks; and

**WHEREAS**, the City will assume responsibility for maintenance of a portion of SARA’s Mission Parkway Park as this location is adjacent to City park property that is already being serviced by the Parks and Recreation Department; and

**WHEREAS**, the Amendment to the Operations and Maintenance Agreement for the Museum Reach Urban Segment, Eagleland Segment and the Mission Reach Segment of the San Antonio Channel Improvement Project was approved by SARA's Board of Directors on April 17, 2013;  
**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. 1 to the Operations and Maintenance Agreement of the San Antonio Channel Improvement Project. A copy of said amendment, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

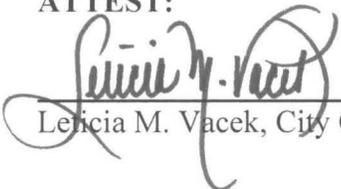
**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 3.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

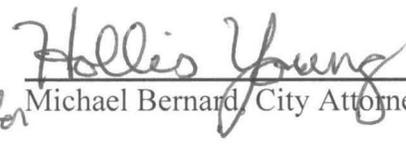
PASSED AND APPROVED this 2nd day of May, 2013.

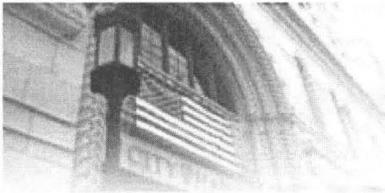
  
M A Y O R  
Julián Castro

**ATTEST:**

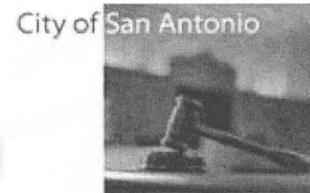
  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
for Michael Bernard, City Attorney



Request for  
**COUNCIL  
ACTION**



## Agenda Voting Results - 10

<b>Name:</b>	6, 7, 8, 10, 12, 13, 15, 16, 17						
<b>Date:</b>	05/02/2013						
<b>Time:</b>	10:53:34 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the execution of Amendment No. 1 to the Operations and Maintenance Agreement of the San Antonio Channel Improvement Project assigning additional areas of maintenance responsibility to the San Antonio River Authority. [ Gloria Hurtado , Assistant City Manager; Xavier D. Urrutia, Director, Parks & Recreation]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x			x	
W. Reed Williams	District 8		x				x
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

**CITY OF SAN ANTONIO AND SAN ANTONIO RIVER AUTHORITY  
OPERATIONS AND MAINTENANCE AGREEMENT FOR THE MUSEUM  
REACH URBAN SEGMENT, EAGLELAND SEGMENT AND THE MISSION  
REACH SEGMENT OF THE SAN ANTONIO CHANNEL IMPROVEMENTS  
PROJECT**

**AMENDMENT NO. 1**

This Amendment No. 1 (“Amendment”) to the Operations and Maintenance Agreement is by and between the City of San Antonio, a Texas municipal corporation (“City”), acting by and through its City Manager or her designee, pursuant to Ordinance No. \_\_\_\_\_, passed and approved on \_\_\_\_\_, 2013, and San Antonio River Authority (“River Authority”).

WHEREAS, City and the River Authority have worked with Bexar County and the U.S. Army Corps of Engineers on the San Antonio River Improvements Project (SARIP) which encompasses the restoration, improvement and enhancement of 13 miles along the San Antonio River, stretching from Hildebrand Avenue to the Mission Espada area; and

WHEREAS, work on the Museum Reach (Urban and Park Phase 1 segments) and Eagleland segments of the project have been completed, as well as, two of the three portions of the Mission Reach segment; and

WHEREAS, pursuant to Ordinance No. 2008-11-20-1011, passed and approved on November 20, 2008, an Operations and Maintenance interlocal agreement (O & M Agreement) for the Museum Reach – Urban segment, Eagleland and Mission Reach segments was approved; and

WHEREAS, River Authority is responsible for the operation and maintenance of the river channel corridor; and

WHEREAS, the City and River Authority wish to amend the O & M Agreement to address maintenance responsibilities for the SARIP improvements as well as the adjacent City-owned and River Authority-owned improvements to ensure consistent and quality maintenance of these areas; NOW THEREFORE,

In consideration of the mutual covenants and agreements set forth below, City and River Authority agree to:

**SECTION 1.2 COVERAGE & RESPONSIBILITY**

The following is added to Paragraph 1 of 1.2.1:

City's Park Police shall have the right to utilize a facility located in the Urban Segment of the Museum Reach near the intersection of Camden Street and Newell Avenue as shown on Exhibit H, and a portion of a new facility to be constructed by the River Authority in Acequia Park in the approximate location shown on Exhibit O.

A new Paragraph 1.2.3 will be added as follows:

1.2.3 River Authority and City will determine by mutual agreement the responsibilities associated with the opening and closing of gates at those parks within the Mission Reach Segment that are gated.

## SECTION 2.10 – SPECIAL EVENTS

This Section is revised as follows:

In the event a promoter of a special event requests access to the Museum Reach Park Segment Phase 1, Urban Segment, Eagleland Segment and Mission Reach Facilities, the River Authority shall regulate the special event and coordinate the special event's activities, location, security, garbage disposal and hours of operation to ensure that the special event does not have an adverse impact on the River Authority's operation and maintenance obligations.

## SECTION 3.2 – HARDSCAPE AND LANDSCAPE MAINTENANCE

This Section is deleted in its entirety and is amended and restated as follows:

### Museum Reach – Park Segment Phase 1 (Josephine Street to Avenue B)

The River Authority shall be responsible for minor and routine maintenance of the Park Segment Phase 1 site improvements in the areas between Josephine Street and Avenue B as outlined in red on the attached Exhibit G and includes but is not limited to:

- (a) Graffiti removal
- (b) Parking lots, driveways, bulkheads, trailheads, street connections, retaining walls, signage and sidewalks.
  - i) surface cleaning, signage repair/replacement and litter/debris removal
  - ii) lighting and related components constructed as part of the Museum Reach – Park Segment Phase 1 project
- (c) Horticultural, waterways and sanitation:
  - i) daily removal of litter
  - ii) repair/replacement of irrigation/landscape vegetation
  - iii) landscape and vegetation maintenance, mowing and trimming
- (d) General repair and maintenance of structures and site improvements

In the event that improvements are added to the Museum Reach Park Segment Phase 1 after the effective date of this Agreement, the party responsible for the maintenance for those added improvements will be determined by the parties administratively.

Museum Reach - Urban Segment (Josephine Street to Lexington Avenue)

The River Authority shall be responsible for minor and routine maintenance of the Urban Segment structures and site improvements in the areas outlined on the attached Exhibit H, as described in Section 1.2.1, and includes, but is not limited to:

- (a) Graffiti removal and painting of structure exteriors
- (b) Parking lots, driveways, bulkheads, trailheads, street connections, retaining walls, signage and sidewalks.
  - i) surface cleaning, signage repair/replacement and litter/debris removal
  - ii) repairs to surface defects, if they are not structural in nature
- (c) Horticultural, waterways and sanitation:
  - i) daily removal of litter
  - ii) repair/replacement of irrigation/landscape vegetation
  - iii) landscape and vegetation maintenance, mowing and trimming
- (d) General repair and maintenance of structures and site improvements
- (e) Appurtenances as each are related to the Safe Harbor and Lock & Dam mechanical buildings
- (f) Lighting and related components constructed as part of the Urban Segment
- (g) Heating, ventilation and air conditioning equipment
- (h) Other related mechanical systems and structural components
- (i) Instrumentation control and other equipment controls required for Urban Segment facility operations.

In the event that improvements are added to the Museum Reach Urban Segment after the effective date of this Agreement, the party responsible for the maintenance for those added improvements will be determined by the parties administratively.

Eagleland Segment (Alamo Street to Lone Star Boulevard)

The River Authority shall be responsible for minor and routine maintenance of the Eagleland Segment structures and site improvements in the areas outlined in red on the attached Exhibit I as described in Section 1.2.1 and includes, but is not limited to:

- (a) Graffiti removal and painting of structure exteriors
- (b) Parking lots, driveways, bulkheads, trailheads, street connections, retaining walls, signage and sidewalks.

- i. surface cleaning, signage repair/replacement and litter/debris removal
  - ii. repairs to surface defects, if they are not structural in nature
- (c) Horticultural, waterways and sanitation:
  - i. daily removal of litter
  - ii. repair/replacement of irrigation/landscape vegetation
  - iii. landscape and vegetation maintenance, mowing and trimming
- (d) Lighting and related components constructed as part of the Eagleland Segment
- (e) Other related mechanical systems and structural components
- (f) General repair and maintenance of structures and site improvements

In the event that improvements are added to the Eagleland Segment after the effective date of this Agreement, the party responsible for the maintenance for those added improvements will be determined by the parties administratively.

Mission Reach Segment (Lone Star Boulevard to the Southern limits of the Project approximately ending near the intersection of Villamain Road and Shane Road)

The River Authority is responsible for minor and routine maintenance of the Mission Reach Segment structures and site improvements in the areas shown on Exhibit J and the areas outlined in red on the attached Exhibit K (Roosevelt Park Area), Exhibit L (Concepcion Portal and Theo Avenue Natural Area), Exhibit N (Espada Park), Exhibit O (Acequia Park), and Exhibit P (Brown Park), as described in Section 1.2.1 when such structures and site improvements are constructed and includes, but is not limited to:

- (a) Graffiti removal and painting of structure exteriors
- (b) Parking lots, driveways, bulkheads, trailheads, street connections, retaining walls, signage and sidewalks.
  - i. surface cleaning, signage repair/replacement and litter/debris removal
  - ii. repairs to surface defects, if they are not structural in nature
- (c) Horticultural, waterways and sanitation:
  - iii. daily removal of litter
  - iv. repair/replacement of irrigation/landscape vegetation
  - v. landscape and vegetation maintenance, mowing and trimming
- (d) Lighting and related components constructed as part of the Mission Reach Segment
- (e) Heating, ventilation and air conditioning equipment
- (f) Other related mechanical systems and structural components
- (g) Instrumentation control and other equipment controls required for the Mission Reach Segment operations
- (h) Maintenance of the restroom facilities at Acequia and Espada Parks to include daily cleaning; product resupply; graffiti removal; and minor repair and maintenance of plumbing, lighting and electrical fixtures

- (i) General repair and maintenance of structures and site improvements

The City is responsible for minor and routine maintenance as described in Section 1.2.1 in the following areas:

1. The portion of Mission Parkway Park that is outlined in red on the attached Exhibit M, and
2. Restroom facility in Concepcion Park that was improved by River Authority through the Mission Reach Project (Exhibit L), and
3. Roadway maintenance of Mission Parkway between Southeast Military Drive and Mission Road and adjacent to Espada Park (Exhibit N) and within Acequia Park (Exhibit O).

Minor and routine maintenance includes, but is not limited to:

- (a) Graffiti removal and painting of structure exteriors
- (b) Parking lots, driveways, bulkheads, trailheads, street connections, retaining walls, signage and sidewalks
  - i. surface cleaning, signage repair/replacement and litter/debris removal
- (c) Horticultural, waterways and sanitation:
  - i. daily removal of litter
  - ii. repair/replacement of irrigation/landscape vegetation
  - iii. landscape and vegetation maintenance, mowing and trimming
- (d) Maintenance of the restroom facilities at Concepcion Park to include daily cleaning, product resupply, graffiti removal, and minor repair of plumbing, lighting and electrical fixtures.
- (e) General repair and maintenance of structures and site improvements

In the event that improvements are added to the Mission Reach Segment after the effective date of this Agreement, the party responsible for the maintenance for those added improvements will be determined by the parties administratively.

#### SECTION 3.4 – MODIFICATION AND STRUCTURAL REPAIRS

The following will be added to this Section:

If structural repairs to the Museum Reach Park Segment Phase 1 and Urban Segment, Eagleland Segment or Mission Reach are deemed necessary, the River Authority will submit the proposed repairs to the City, and upon approval will facilitate, contract for and manage those repairs with funding provided by the City.

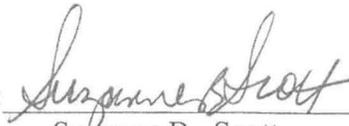
Except as modified herein, all terms and conditions contained in the O & M Agreement entered into under the authority of Ordinance No. 2008-11-20-1011, as amended, shall remain in full force and effect.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY:  
City of San Antonio, a Texas  
Municipal corporation

River Authority:  
San Antonio River Authority

By: \_\_\_\_\_  
Sheryl Sculley  
City Manager

By:   
Suzanne B. Scott  
General Manager

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form: \_\_\_\_\_

Exhibit G - San Antonio River Improvement Project



**Legend**

Museum Reach:  
Park Segment Phase 1 ~ 3.45 acres

SARA O&M

San Antonio River



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**Legend**

- Museum Reach:
- Urban Segment ~ 16 acres
- SARA O&M
- ★ Facility for Park Police Use
- San Antonio River



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Exhibit I - San Antonio River Improvement Project

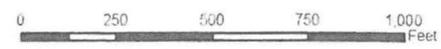


**Legend**

Eagleland ~ 21 acres

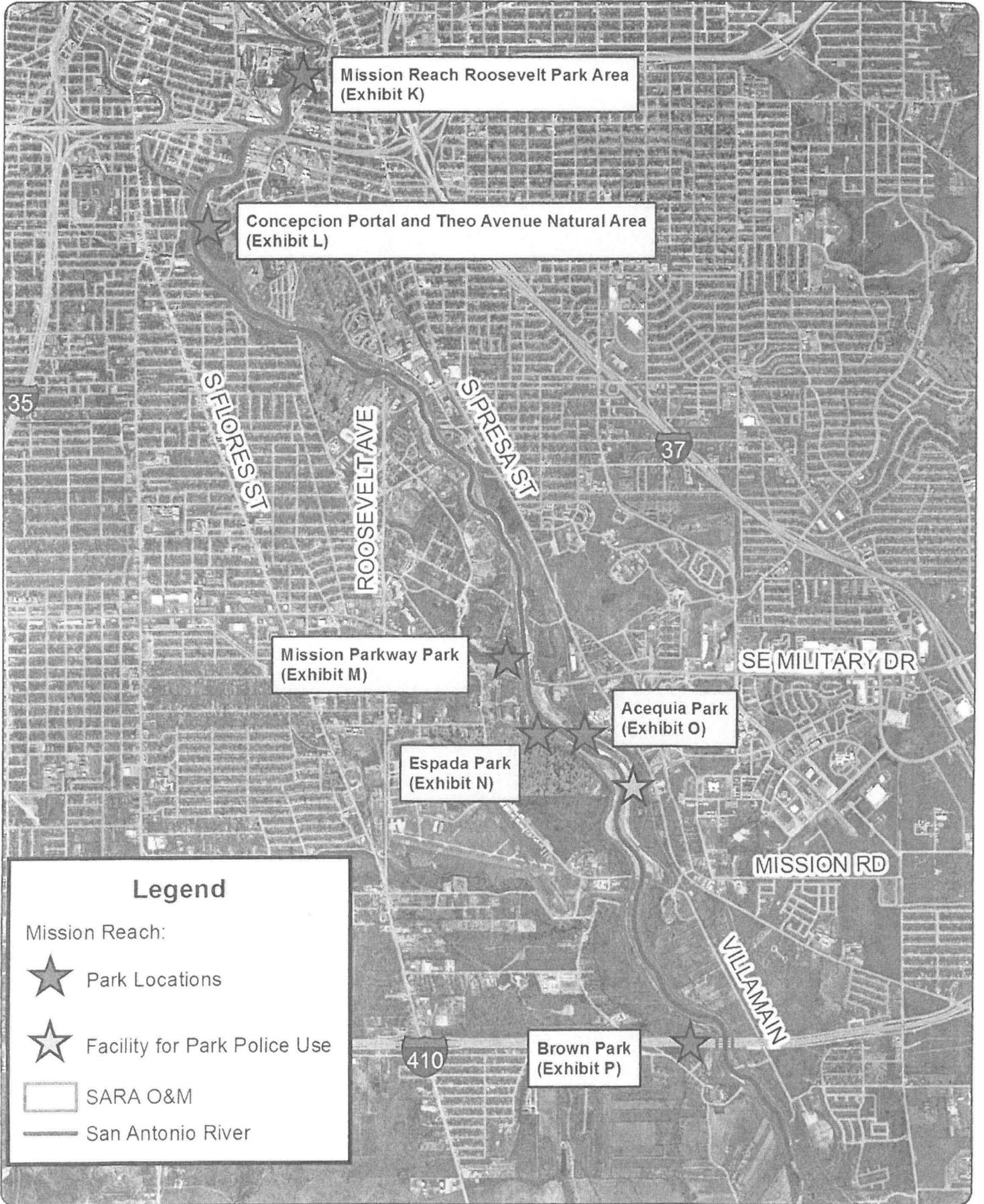
 SARA O&M

 San Antonio River



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Exhibit J - San Antonio River Improvement Project



**Legend**

Mission Reach:



Park Locations



Facility for Park Police Use



SARA O&M



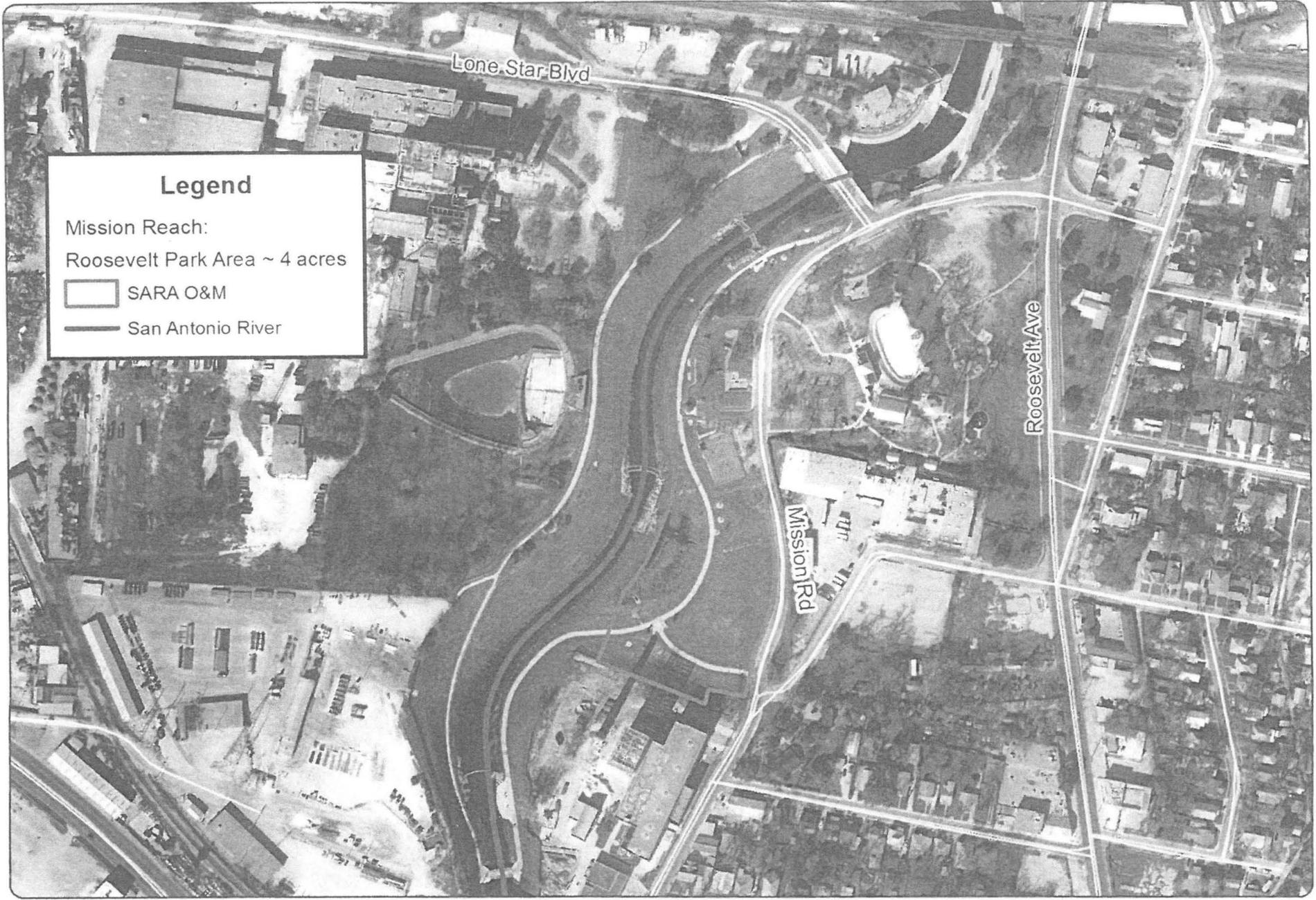
San Antonio River

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Exhibit K - San Antonio River Improvement Project



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Exhibit L - San Antonio River Improvement Project



Restroom: City of San Antonio O&M

Theo Ave

**Legend**

- Mission Reach:
- Concepcion Portal and Theo Avenue
- Natural Area ~ 8 acres
-  SARA O&M
-  San Antonio River



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Exhibit M - San Antonio River Improvement Project



**Legend**

Mission Reach:

Mission Parkway Park ~ 8.4 acres

 COSA O&M

 San Antonio River



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Exhibit N - San Antonio River Improvement Project



**Legend**

Mission Reach:  
Espada Park ~ 11 acres

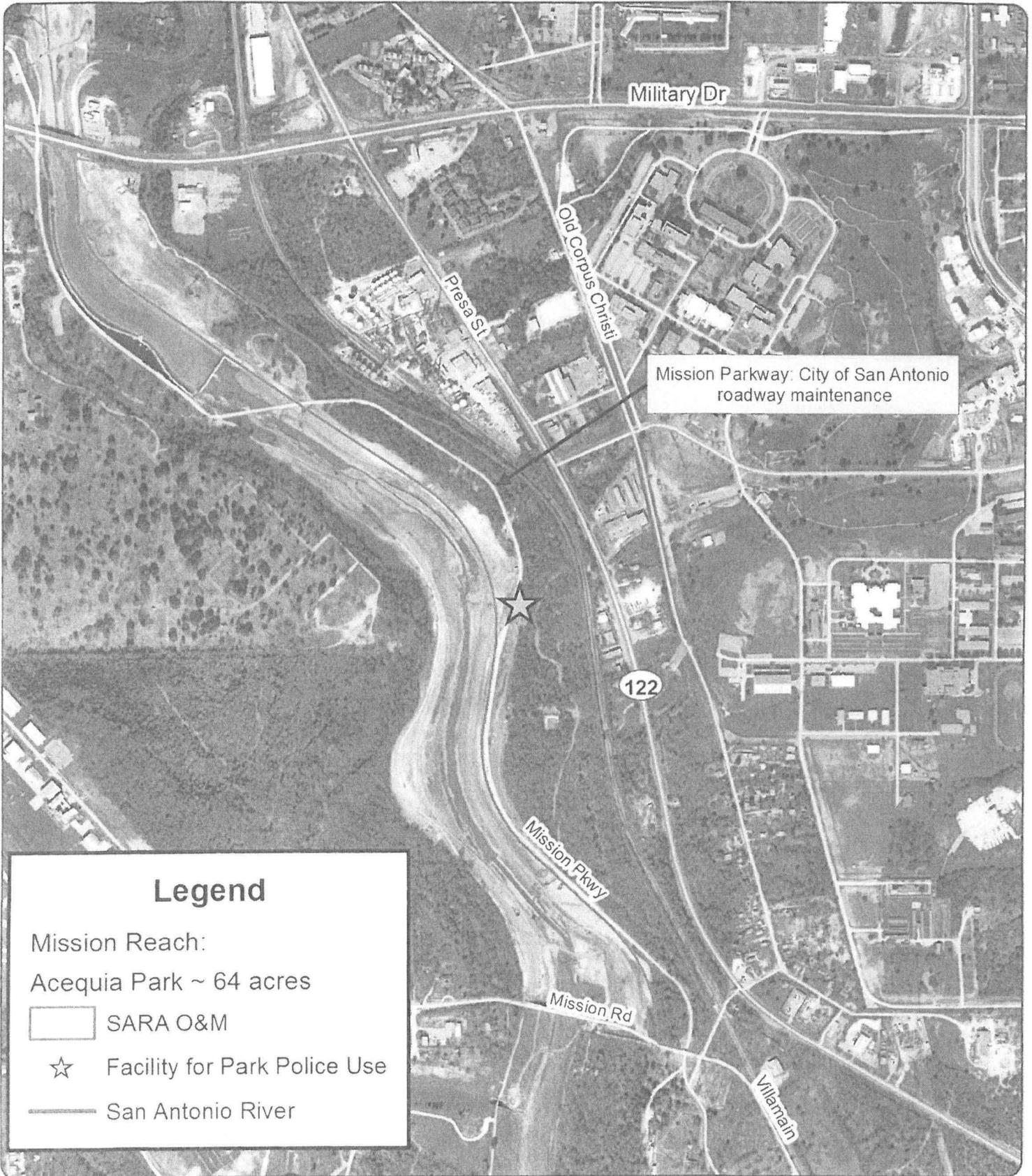
 SARA O&M

 San Antonio River



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# Exhibit O - San Antonio River Improvement Project



**Legend**

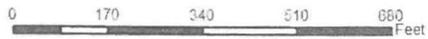
Mission Reach:  
 Acequia Park ~ 64 acres

SARA O&M

☆ Facility for Park Police Use

— San Antonio River

Exhibit P - San Antonio River Improvement Project



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