

DEPARTMENT OF ASSET MANAGEMENT
INTERDEPARTMENTAL CORRESPONDENCE SHEET

TO: Mayor and City Council

FROM: Rebecca Waldman, Director, Department of Asset Management

THROUGH: Terry M. Brechtel, City Manager

COPIES: Erik J. Walsh, Assistant to the City Manager; Shawn P. Eddy, Special Projects Manager, Property Disposition

DATE: April 10, 2003

SUBJECT: S.P. No. 593 - Renewal of licenses agreements to use Public Right of Way for existing encroachments at the Fairmount Hotel located at 401 South Alamo

PETITIONER: Patriot American Hospitality Partnership, L.P.
Virginia limited partnership
By: PAH GP, Inc.,
a Delaware corporation, its general partner
Attn: Shannon Taylor, Manager Legal Services
1950 Stemmons Freeway, Suite 6001
Dallas, Texas 75207

SUMMARY AND RECOMMENDATIONS

This Ordinance rescinds the license agreements approved by Ordinance Nos. 61887 (11/25/85) and 62468 (3/13/86) with the Fairmount Hotel Company and authorizes a license agreement with Patriot American Hospitality, a Virginia Limited Partnership, for the use of Public Right of Way for two (2) existing porches, four (4) existing areaways at the southwest corner of Alamo and Nueva Streets and an existing porte cochere on Alamo Street, at the Fairmount Hotel located at 401 South Alamo, within New City Block 155, for a total license fee of \$12,139.00 for a 10-year term.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION

Petitioner is requesting a renewal of two (2) licenses to use Public Right of Way for two (2) existing porches, four (4) existing areaways at the southwest corner of Alamo and Nueva Streets and an existing porte cochere on Alamo Street, at the Fairmount Hotel, located at 401 South Alamo, in New City Block 155, as shown on Exhibit "A". The City of San Antonio entered into two (2) license agreements by Ordinance Nos. 61887 (11/25/85) and 62468 (3/13/86), with Fairmount Hotel Company for these encroachments. Patriot American Hospitality, a Virginia Limited Partnership, acquired their interest in the hotel from Fairmount Hospitality, a Texas Partnership, on October 2, 1995. A new license agreement is required as the rights granted by the previous licenses are not assignable.

POLICY ANALYSIS

This action is consistent with the City Code and Ordinances, which require City Council approval for any private use of property owned or controlled by the City.

FISCAL IMPACT

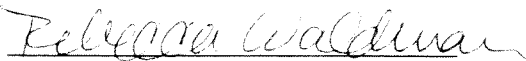
The City will collect \$12,139.00 for this license to use Public Right of Way for a 10-year term.

COORDINATION

In compliance with City procedures, this request has been canvassed through interested City departments, public utilities and applicable agencies. A Canvassing Checklist and an executed Letter of Agreement, by which the petitioner agrees with all conditions imposed through this canvassing, are attached for review.

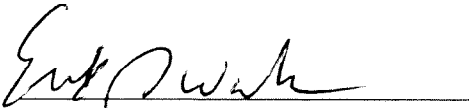
SUPPLEMENTARY COMMENTS

Executed Discretionary Contracts Disclosure Statement from petitioner(s) is attached.

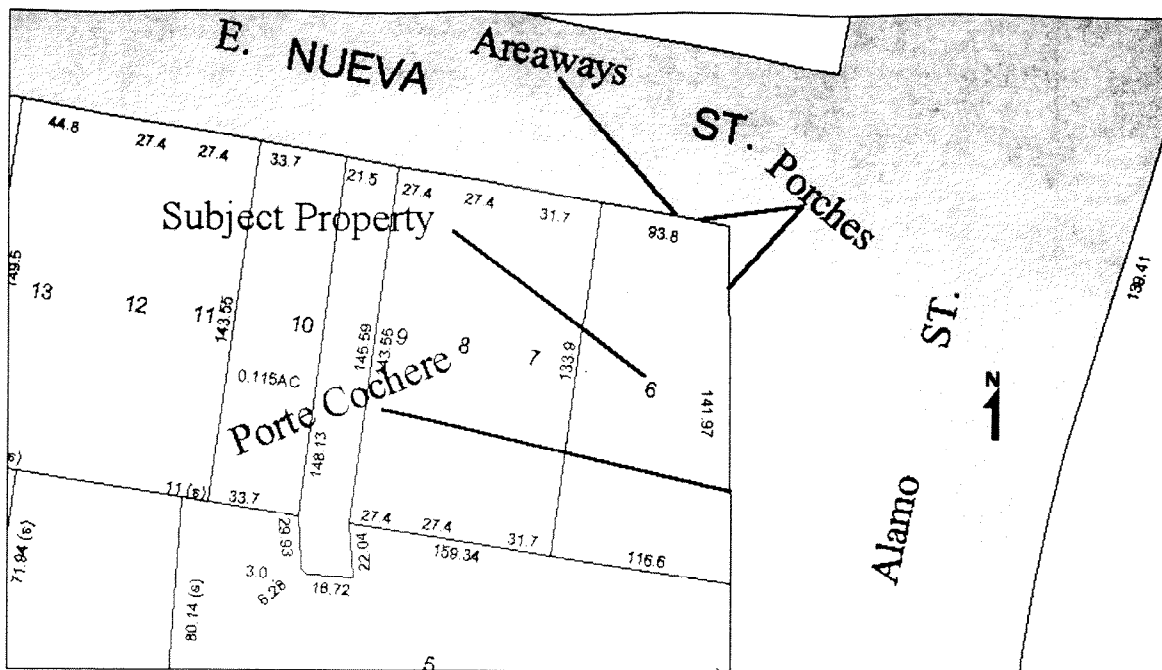


Rebecca Waldman, Director
Department of Asset Management

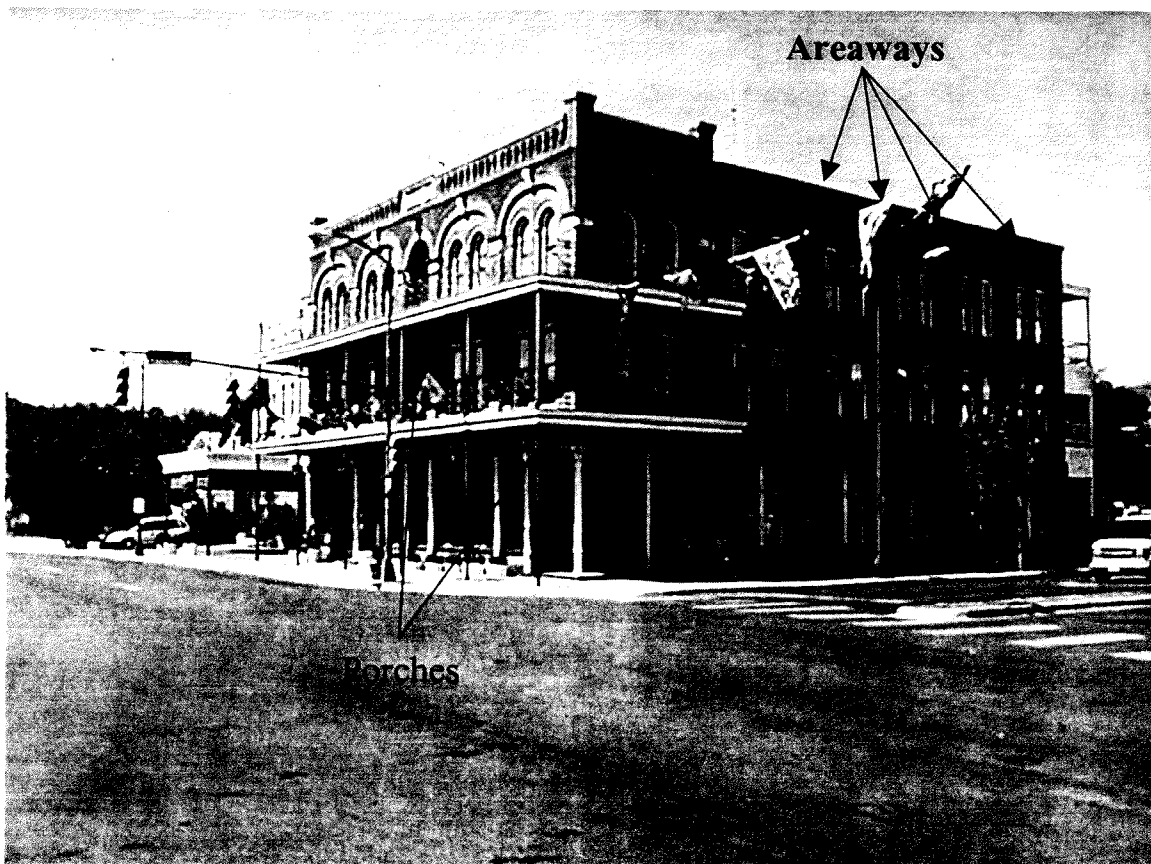
Approved:



Erik J. Walsh
Assistant to the City Manager



Map of Subject Property



Southwesterly View of Existing Porches on E. Nueva and S. Alamo Streets



Westerly View of Existing Porte Cochere on S. Alamo Street

Canvassing Checklist

SPNo 593

Request: Petitioner is requesting a renewal of two (2) licenses to use Public Right of Way for two (2) existing porches and four (4) existing areaways at the southwest corner of Alamo and Nueva Streets and an existing porte cochere on Alamo Street, at the Fairmount Hotel at 401 South Alamo, in New City Block 155, as shown on Exhibit "A". The City of San Antonio entered into two (2) license agreements by Ordinance Nos. 61887 (11/25/85) and 62468 (3/13/86), with Fairmount Hotel Company for these encroachments. Patriot American Hospitality, a Virginia Limited Partnership, acquired their interest to the hotel from Fairmount Hospitality, a Texas Partnership, on October 2, 1995. A new license agreement is required as the rights granted by the previous licenses are not assignable.

	Included in Canvassing	Out Date	In Date	Uncond. Approval	Conditional Approval	Denial
Planning Department	<input checked="" type="checkbox"/>	8/6/2002	9/24/2002	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PublicWorks	<input checked="" type="checkbox"/>	8/6/2002	9/9/2002	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Development Services	<input checked="" type="checkbox"/>	8/6/2002	9/13/2002	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police Department	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Department	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neighborhood Action (NAD)	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City Public Service	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S.A. Water System (SAWS)	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TXDOT	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S.A. River Authority (SARA)	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VIA Metropolitan	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Agency	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neighborhood Association	<input checked="" type="checkbox"/>	9/24/2002		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Canvassing Comments

Also canvassed Downtown Homeowners Association---711 n. ST. MARY'S #38---78205



CITY OF SAN ANTONIO

DEPARTMENT OF ASSET MANAGEMENT
P.O. BOX 839966 SAN ANTONIO, TEXAS 78283-3966
TEL. 210-207-4032 FAX 210-207-7888

March 3, 2003

Patriot American Hospitality Partnership, L.P.
a Virginia limited partnership
By: PAH GP, Inc.,
a Delaware corporation, its general partner
Attn: Shannon Taylor, Manager Legal Services
1950 Stemmons Freeway, Suite 6001
Dallas, Texas 75207

Re: S. P. No.593 — Renewal of two (2) licenses to use Public Right of Way for two (2) existing porches and four (4) existing areaways at the Southwest corner of Alamo and Nueva Streets and an existing porte cochere at the Fairmount Hotel at 401 South Alamo Street, in New City Block 155

Dear Ms. Taylor:

With reference to the captioned project, please be advised that the City of San Antonio has now completed the canvassing process and will recommend approval of your request subject to the following conditions:

Petitioner agrees to pay the total license fee of \$12,139.00 for a 10-year term, which includes \$40.00 for the recording fees. This license fee will be due and payable to the City of San Antonio prior to City Council consideration. If for some reason the license is not approved by City Council, the license fee will be returned to the petitioner.

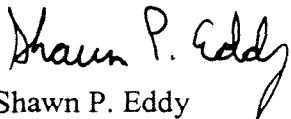
If you concur with the above-mentioned conditions, including the payment of the fee established for these encroachments, please countersign this letter in the space provided below and return to the undersigned. Upon receipt of this signed Letter of Agreement we will continue processing your request.

Exhibit "C"
Page 1 of 2

Patriot American Hospitality Partnership, L.P.
a Virginia limited partnership
By: PAH GP, Inc.,
a Delaware corporation, its general partner
Attn: Ms. Shannon Taylor, Manager Legal Services
Page 2 / S.P. 593
March 3, 2003

This Letter of Agreement is being offered by the City of San Antonio only to the above named petitioner and will expire thirty (30) days after the date of issuance unless a specific extension is requested by the petitioner and granted by the City.

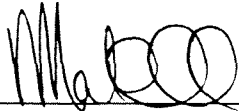
Sincerely,



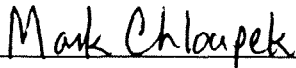
Shawn P. Eddy
Special Projects Manager

AGREED AS TO TERMS AND CONDITIONS:

Patriot American Hospitality Partnership, L.P.
a Virginia limited partnership
By: PAH GP, Inc.,
a Delaware corporation, its general partner



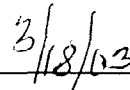
By



Print Name



Title



Date

City of San Antonio Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract;

N/A

(2) the identity of any business entity¹ that would be a party to the discretionary contract.
Patriot American Hospitality Partnership, L.P.
and the name of:

(A) any individual or business entity that would be a subcontractor on the discretionary contract: — N/A

N/A

(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract;

PAH GP, INC., general partner

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract. — N/A

N/A

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

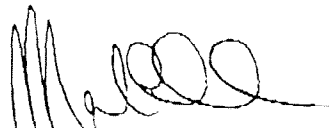
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
<u>None</u>		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

<u>None</u>		
Signature: 	Title: Vice President Company: PAH GP, Inc.	Date: 8/15/02

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.