

AN ORDINANCE **34245**

CLOSING AND ABANDONING CERTAIN STREETS, ALLEYS AND OTHER UNNAMED PUBLIC RIGHTS-OF-WAY LOCATED WITHIN THE CIVIC CENTER URBAN RENEWAL PROJECT V, TEX. R-83; AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED TO SAID STREETS, ALLEYS AND UNNAMED PUBLIC WAYS TO THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO; RETAINING CERTAIN TEMPORARY EASEMENTS FOR STREETS AND UTILITIES PENDING THE COMPLETION OF THE PROJECT.

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

WHEREAS, pursuant to the terms of the Urban Renewal Plan for Civic Center Project, Tex. R-83, to be used for a Civic Center for the City of San Antonio, the Urban Renewal Agency of the City of San Antonio has acquired land abutting both sides of certain streets, alleys and unnamed public ways within the project area; and

WHEREAS, the City has entered into agreements with the Urban Renewal Agency to cooperate in the redevelopment of said property for a Civic Center; and

WHEREAS, such streets and right of ways and easements are no longer needed for access to the property; and

WHEREAS, said property within the project area is being redesigned according to a resubdivision plat thereof pursuant to the statutes of the State of Texas and the Ordinances of the City of San Antonio; and

WHEREAS, in the interest of the safety, health and welfare of the community, certain streets, alleys, easements and public ways should be vacated and closed;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Certain streets, alleys and unnamed public rights-of-way located within the Civic Center Urban Renewal Project, Tex. R-83, being located within the City of San Antonio are hereby closed and abandoned as follows:

Narp Street between Matagorda Street and the West right-of-way line of the proposed I.H. 37 Expressway;

LaFitte Street between Water Street and the West right-of-way line of the proposed I.H. 37 Expressway;

North Street between South Alamo Street and the West right-of-way line of the proposed I.H. 37 Expressway;

Rose Alley between Water Street and the West right-of-way line of the proposed I.H. 37 Expressway;

(7)

Wyoming Street between Water Street and the West right-of-way line of the proposed I.H. 37 Expressway;

Haller Alley between Water Street and its terminal point in N.C.B. 694;

South Street between South Alamo Street and Santa Clara Street;

Arroyo Alley between Water Street and its terminal point in N.C.B. 698;

Dakota Street between Goliad Street and the West right-of-way line of the proposed I.H. 37 Expressway;

Goliad Street between South Alamo Street and Peach Street;

Staunton Alley between Labor Street and Peach Street;

Victoria Street between Water Street and Matagorda Street;

Garfield Alley between Water Street and Matagorda Street;

Lavaca Street between South Alamo Street and Water Street;

South Broadway between East Commerce Street and Market Street;

Unnamed Alley in N.C.B. 872 between Market Street and St. Joseph Street;

St. Joseph Street between East Commerce and Market Street;

Bonham Street between East Commerce Street and Market Street;

Rusk Street between East Commerce Street and South Street;

Water Street between East Commerce Street and Lavaca Street;

Matagorda Street between Narp Street and Victoria Street;

LaSalle Street between East Commerce and LaFitte Street;

Indianola Street between the West right-of-way line of the proposed I.H. 37 Expressway and Victoria Street;

Labor Street between Goliad Street and Victoria Street;

Newton Street between the West right-of-way line of the proposed I.H. 37 Expressway and Goliad Street;

Santa Clara Street between the West right-of-way line of the proposed I.H. 37 Expressway and Victoria Street;

Fontaine Street between Goliad Street and Victoria Street.

SECTION 2. In addition to the streets and alleys described in Paragraph 1. above, all unnamed streets, alleys, easements and public rights-of-way of any kind shown on the map attached hereto and made a part hereof, as Exhibit "A" hereof, are included and are also vacated and abandoned.

SECTION 3. The City Manager is hereby authorized to execute a Quitclaim Deed to the Urban Renewal Agency of the City of San Antonio to the portions of those streets, alleys, and public rights-of-way closed and abandoned in Paragraph 1. and 2. above.

SECTION 4. All streets open for use and existing in Civic Center Urban Renewal Project V, Tex. R-83 shall remain open on a temporary basis until such time as the redevelopment of the Civic Center Project area is completed and new rights-of-way for streets provided by replatting and construction thereof has been completed according to the standards of the City Code and approved by the Director of Public Works of the City of San Antonio. All utilities now located in easements within the Civic Center Project area shall be maintained in said easements until such time as the redevelopment of the Project has been reached the stage when such utilities may be relocated within new easements, as shown on the resubdivision plat for Civic Center Project, Tex. R-83, approved by the Planning Commission of the City of San Antonio on the 18th day of August, 1965. The date for the relocation of the utilities in this Project shall be determined by the Director of Public Works.

SECTION 5. The City of San Antonio agrees to operate and maintain all portions of the streets mentioned in Paragraph 1. above until such time as the Director of Traffic and Transportation shall determine that said streets should be closed to all traffic.

PASSED AND APPROVED this 31st day of March, 1966.

ATTEST:

J. H. Inselman
J. Inselman, City Clerk

W. McAulister
Mayor

APPROVED AS TO FORM:

Sam S. Love
City Attorney

SAWTELLE, GOODE, TROILO & LEIGHTON

ATTORNEYS AT LAW

1002 SAN ANTONIO SAVINGS BUILDING
SAN ANTONIO, TEXAS 78205

CAPITOL 5-7616

ROBERT SAWTELLE
JOHN GOODE
ARTHUR TROILO, JR.
LEONARD LEIGHTON
JOHN W. DAVIDSON
JAMES RAINES
TERRY TOPHAM

March 25, 1966

Mr. Jack Shelley
City Manager
City Hall
San Antonio, Texas

Re: Closing of certain streets in Civic Center Project

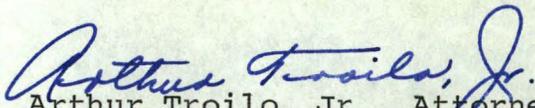
Dear Jack:

Enclosed herewith please find a proposed Ordinance closing and abandoning streets and other public rights-of-way within the Project area. These are streets and rights-of-way which we will show as having been closed and abandoned and deeded to the Urban Renewal Agency in the modification we are preparing to the Urban Renewal Plan for that Project. Since the Agency either owns or is entitled to possession of all abutting property to these portions of the streets to be abandoned, there is no legal problem connected with the attached action.

By copy I am informing the Director of Traffic and Transportation and the City Attorney about this request.

We would appreciate your presenting this matter to the City Council at the earliest convenient date.

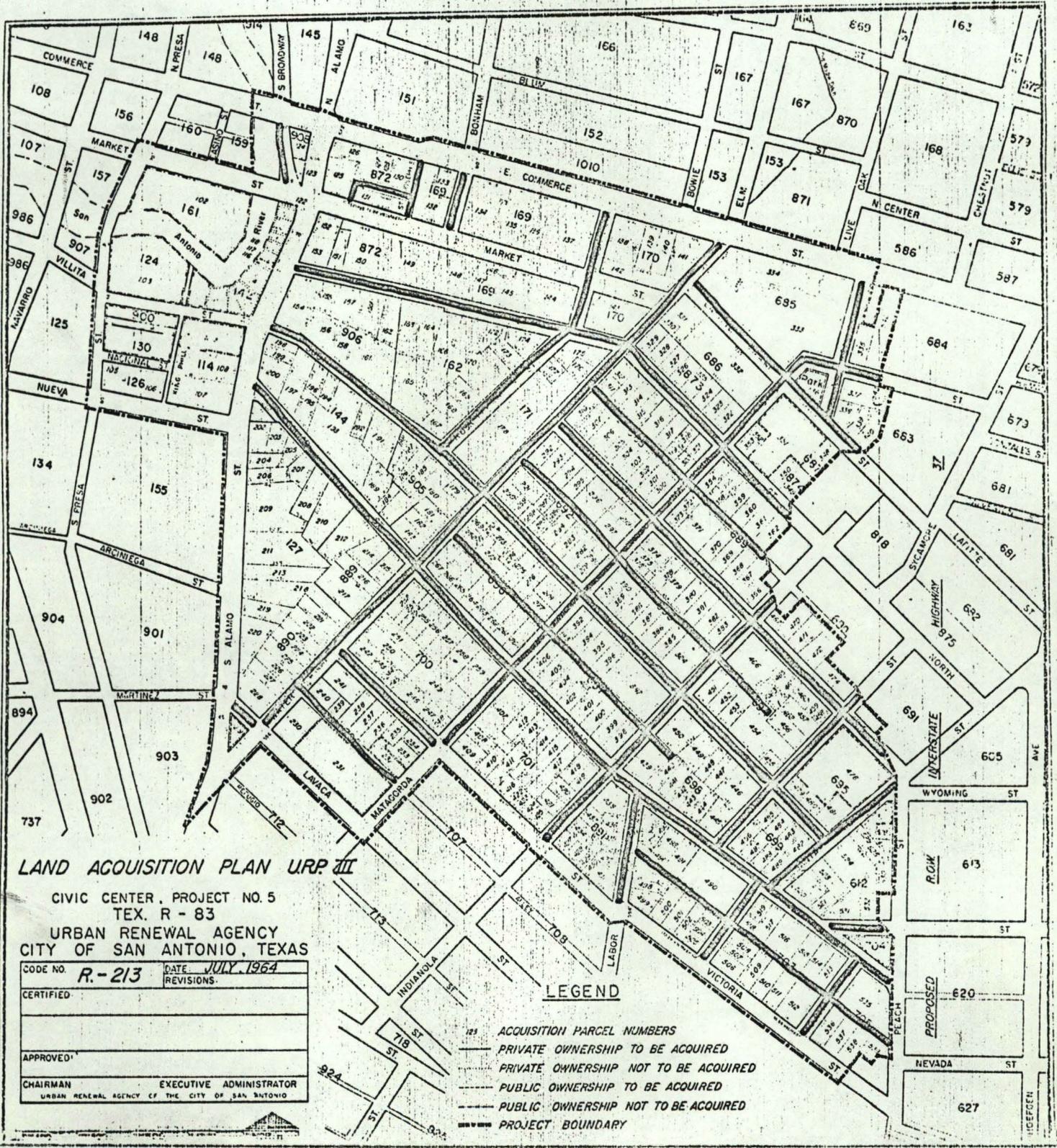
Sincerely,


Arthur Troilo, Jr., Attorney
for the Urban Renewal Agency

AT:lo
Enclosure

cc: Mr. Stewart Fischer, Director of
Traffic and Transportation
Mr. Sam S. Wolf, City Attorney
Mr. M. Winston Martin, URA

EXHIBIT "A"



LAND ACQUISITION PLAN URP III

CIVIC CENTER, PROJECT NO. 5
 TEX. R - 83
 URBAN RENEWAL AGENCY
 CITY OF SAN ANTONIO, TEXAS

CODE NO.	R-213	DATE	JULY, 1964
		REVISIONS	
CERTIFIED			
APPROVED			
CHAIRMAN	EXECUTIVE ADMINISTRATOR		
URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO			

LEGEND

- ACQUISITION PARCEL NUMBERS
- PRIVATE OWNERSHIP TO BE ACQUIRED
- - - PRIVATE OWNERSHIP NOT TO BE ACQUIRED
- · · PUBLIC OWNERSHIP TO BE ACQUIRED
- PUBLIC OWNERSHIP NOT TO BE ACQUIRED
- PROJECT BOUNDARY

6RD 34245

EXHIBIT "A"

3/31/65



QUITCLAIM DEED

THE STATE OF TEXAS X
 COUNTY OF BEXAR X

KNOW ALL MEN BY THESE PRESENTS

That the CITY OF SAN ANTONIO, TEXAS, a municipal corporation, acting by its duly authorized City Manager, of the County of Bexar, State of Texas, for and in consideration of the sum of Ten and No/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, have QUITCLAIMED, and by these presents do QUITCLAIM unto THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO of the County of Bexar, State of Texas, all of its right, title and interest in and to the following described real property situated in Bexar County, Texas, to-wit:

Certain streets, alleys and unnamed public rights-of-way located within the Civic Center Urban Renewal Project, Tex. R-83, located within the City of San Antonio as follows:

Narp Street between Matagorda Street and the West right-of-way line of the proposed I.H. 37 Expressway;

LaFitte Street between Water Street and the West right-of-way line of the proposed I.H. 37 Expressway;

North Street between South Alamo Street and the West right-of-way line of the proposed I.H. 37 Expressway;

Rose Alley between Water Street and the West right-of-way line of the proposed I.H. 37 Expressway;

Wyoming Street between Water Street and the West right-of-way line of the proposed I.H. 37 Expressway;

Haller Alley between Water Street and its terminal point in N.C.B. 694;

South Street between South Alamo Street and Santa Clara Street;

Arroyo Alley between Water Street and its terminal point in N.C.B. 698;

Dakota Street between Goliad Street and the West right-of-way line of the proposed I.H. 37 Expressway;

Goliad Street between South Alamo Street and Peach Street;

Staunton Alley between Labor Street and Peach Street;

Victoria Street between Water Street and Matagorda Street;

Garfield Alley between Water Street and Matagorda Street;

Lavaca Street between South Alamo Street and Water Street;

South Broadway between East Commerce Street and Market Street;

Unnamed Alley in N.C.B. 872 between Market Street and St. Joseph Street;

St. Joseph Street between East Commerce and Market Street;

Bonham Street between East Commerce Street and Market Street;

Rusk Street between East Commerce Street and South Street;

Water Street between East Commerce Street and Lavaca Street;

Matagorda Street between Narp Street and Victoria Street;

La Salle Street between East Commerce and LaFitte Street;

Indianola Street between the West right-of-way line of the proposed I.H. 37 Expressway and Victoria Street;

Labor Street between Goliad Street and Victoria Street;

Newton Street between the West right-of-way line of the proposed I.H. 37 Expressway and Goliad Street;

Santa Clara Street between the West right-of-way line of the proposed I.H. 37 Expressway and Victoria Street;

Fountaine Street between Goliad Street and Victoria Street.

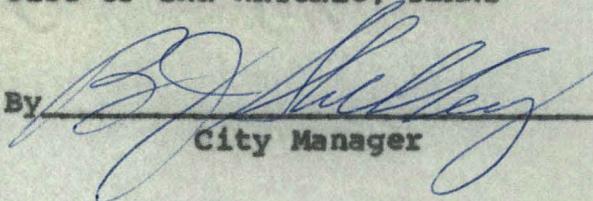
In addition to the streets and alleys described above, all unnamed streets, alleys, easements and public rights-of-way of any kind shown on the map attached hereto and made a part hereof, as Exhibit "A" hereof, are included.

TO HAVE AND TO HOLD all of its right, title and interest in and to the above described property and premises unto the said grantee, its successors and assigns forever, so that neither the CITY OF SAN ANTONIO nor its successors, legal representatives or assigns shall at any time hereafter have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this 16th day of May, 1966.

CITY OF SAN ANTONIO, TEXAS

By


City Manager

THE STATE OF TEXAS

X

COUNTY OF BEXAR

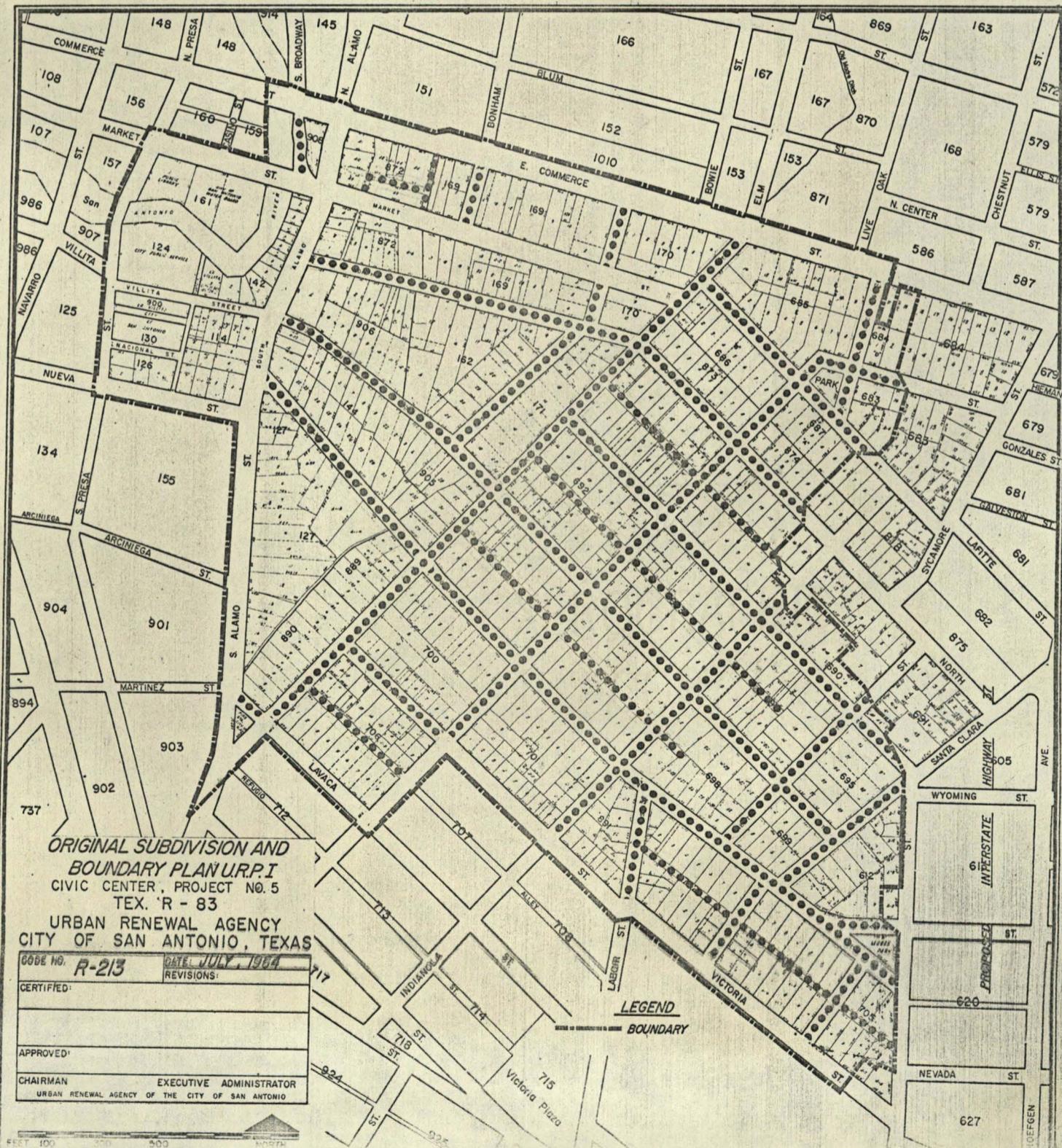
X

BEFORE ME, the undersigned authority, on this day personally appeared B. J. Shelley, City Manager of the CITY OF SAN ANTONIO, TEXAS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CITY OF SAN ANTONIO, TEXAS, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

16th GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of May, 1966.

James Kenny
Notary Public in and for
Bexar County, Texas

EXHIBIT "A"



ORIGINAL SUBDIVISION AND
 BOUNDARY PLAN U.R.P.I.
 CIVIC CENTER, PROJECT NO. 5
 TEX. R - 83
 URBAN RENEWAL AGENCY
 CITY OF SAN ANTONIO, TEXAS

CODE NO. R-213	DATE JULY, 1964
CERTIFIED:	REVISIONS:
APPROVED:	
CHAIRMAN	EXECUTIVE ADMINISTRATOR
URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO	

LEGEND
 - - - - - BOUNDARY

EXHIBIT "A"

ORD 34245 3/31/65

URBAN RENEWAL AGENCY
OF THE CITY OF SAN ANTONIO

MEMORANDUM

TO: Mr. J. H. Inselmann, City Clerk, City Hall, San Antonio
FROM: Charles H. Roberts, Administrative Supervisor, Real Estate
Department
COPIES TO: Files
SUBJECT: Transmittal of Exhibit "A" in Quitclaim Deed

Date May 18, 1966

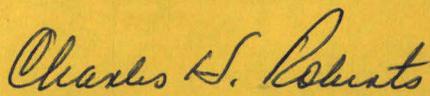
Dear Mr. Inselmann:

Attached please find one (1) copy of a map showing the boundaries and the streets, alleys, and unnamed public rights-of-way located within the Civic Center Project, Tex R-83, in the City of San Antonio, which were conveyed to the Urban Renewal Agency of the City of San Antonio by the City by Quitclaim Deed executed on May 16, 1966. This transfer was authorized by ordinance no. 34245 which was duly passed on March 31, 1966.

This exhibit simply is to replace the Exhibit "A" in the above referred to deed.

Should you need additional information on this subject, kindly advise.

Yours very truly,


Charles H. Roberts
Administrative Supervisor
Real Estate Department

CHR:dr
att - Map

cc. Arthur Troilo

February 18, 1966

Mr. Frank Nigrelle
P. O. Box 12014, Laurel Heights Station
San Antonio, Texas 78212

Dear Mr. Nigrelle:

Reference is made to your confidential letter of February 2, 1966, to the City Council of San Antonio and to your meeting with the Council Committee on February 17, 1966.

This is to notify you of the present informal opinion of the majority of the City Council. The opinion is that they would be receptive to considering proposals for a hotel complex as discussed with you yesterday on a site in Urban Renewal #5, located east of the "Public Waterway" area between Market and Commerce Streets. Steps will also be taken to request the Urban Renewal Agency to consider rezoning to Commercial the 100,000 square foot tract discussed. The central heating and air conditioning will not be considered at this time but the other items mentioned on Page 3 of your February 2, 1966 letter would be possible for consideration under the Commercial Zone.

Sincerely,

JACK GATTI
Mayor Pro-Tem

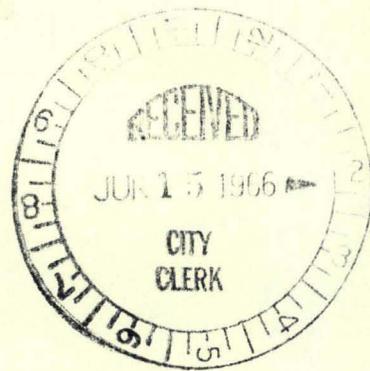
JG:sk

cc: Mayor W. W. McAllister, Sr.
City Council
City Clerk
Urban Renewal Director
City Manager

June 9, 1966

City Council, City of San Antonio
City Hall
San Antonio, Texas

Attention: Mr. J. H. Inselman
City Clerk



Re: Revised Proposal to Construct and Operate An In Town Motor Hotel

Dear Sirs:

This revised proposal is submitted on behalf of the Western Hemispherical Development Corporation, a Texas corporation to be formed by the associated principals who have retained the undersigned consultants, to construct and be the Owner of a first class in town motor hotel of at least 350 rooms in the immediate vicinity of the Community and Convention Center, on property under lease from the City, in accordance with the Invitation for Proposals of the City Council.

For the purposes of this proposal, the Proposer, as Owner, shall be considered to be the "in town motor hotel operator" where so stated in the Invitation. The Owner and actual in town motor hotel operator are not the same parties, as hereinafter shown.

On the land to be leased from the City, specified and identified on the plat attached as Inclosure No. 1 to the Invitation for proposals, consisting of about 60,000 - 100,000 square feet, it is proposed to construct the in town motor hotel, shown in the attached drawings and rendering, as follows:

- A. (1) Because of the urgent need for a working in town motor hotel to open in conjunction with the San Antonio "Hemisfair", the project is to consist of a minimum 350 room in town motor hotel building, with an option to expand to 500 rooms, and related facilities and services essential to operation of the in town motor hotel; a boat marina with service facilities at river level as specified; and parking facilities as shown, integral to the

in town motor hotel, for 500 parking spaces for the use of patrons of the in town motor hotel and the public.

- (2) Additional surface parking will be provided on the remainder of the land specified for a minimum of 500 spaces.
- (3) Only shops generally acceptable, appropriate and essential to in town motor hotel operation will be included.
- (4) The in town motor hotel to be constructed and in full operation as an in town motor hotel an estimated twenty (20) months after a proposal has been accepted and the appropriate space-lease contract executed with the City and coordinated with requirements from the City.

B. Because of the lack of dimensions on the plat or an exact land survey as to ultimate size, it is proposed, subject to negotiation, to pay an annual rental on a basis of not more than \$0.50 per square foot, not to exceed \$30,000.00 per year.

C. With reference to Paragraph 15 of Invitation, plans, drawings and renderings are submitted herewith.

The in town motor hotel is to be the Sheraton Corporation of America under the usual Management Contract, form copy of which is attached.

For obvious reasons at this stage, only the most tentative proposed financial arrangements can be stated. On the basis of a revised Horwath & Horwath and Architect Reports to be submitted to the City Council and discussed jointly, two major mortgage finance houses, who will accept lease-hold mortgages, have

indicated willingness to enter into up to 70% mortgage financing. The remaining 30% equity financing is proposed to come from funding through the Corporation.

- D. The space for the said in town motor hotel and related complex must be covered by a lease for not less than 75 years with an option to renew for 24 years up to a total of 99 years, because we are advised that leases for a lesser term are usually not acceptable to mortgage financing (Paragraph 6 refers). Further, with reference to Paragraph 9, and mortgage financing, the usual real estate provision should be included that the prior approval of the City Council to transfer, assign or hypothecate the space lease will not be unreasonably or arbitrarily withheld.
- E. This proposal cannot be considered binding unless the City furnishes written assurance, by legal opinion or otherwise, that the foregoing terms may be had, which written assurance is required to complete mortgage financing.
- F. This proposal generally agrees and accepts the general conditions of the Invitation with exceptions subject to negotiations in accordance with Paragraph 14, as follows:
1. Paragraph 8, first four sentences. These provisions appear contradictory and the Proposer has no exact knowledge of the services and facilities offered by the Convention Center. It is proposed not to compete with the said Center with respect to large Convention type banquets, auditorium or large meeting facilities. The in town motor hotel, however, must be able to provide necessary services

and food in addition to coffee shop, dining room and room services, such as private club facilities, including dancing, and flexible utility rooms as shown on attached drawings and renderings for the convenience and services usually demanded by hotel guests and groups which do not warrant Convention Center facilities.

Conversely, as a convention in town motor hotel, the City must grant the hotel first priority on scheduling use of the Convention Center facilities, which it is not permitted to provide as a hotel under this lease contract.

- 2. Paragraph 8, last sentence. Proposer has no knowledge of what commercial space is acceptable under the Urban Renewal plan, and reserves concurrence subject to receipt of specific written standards or written advice that each proposal must be submitted to the Urban Renewal Board for approval under a fixed general standard.

- 3. Paragraph 11, last sentence. Proposer, as Owner, excepts and objects to provision for liquidated damages to the City at \$700.00 per day, or any liquidated damages, unless such damages may be bonded or insured, which is doubtful. Owner has been advised that said penalties cannot be imposed over on construction contractors or sub-contractors. This would make the Owner liable for the defaults of others and greatly increase the costs involved. Owner contemplates the employment of the competent and qualified local construction firm D. J. Rheiner Construction Co. as general contractor, and the local firm of Atlee B. & Robert M. Ayres, as advisory architects to Liebman, Liebman & Associates, architects representing the Owners.

- 4. Paragraph 12, last sentence. Since the Proposer is the Owner and not the construction contractor to the City as Owner, this provision appears improper.
 - 5. Paragraph 13, first sentence. After a proposal has been accepted and the appropriate contract executed, a very substantial sum is required to be expended for detailed plans and specifications, working drawings, bills of cost, etc. before construction can be started. If the contract is terminated as stated, the City's liability should include these actual out-of-pocket pre-construction expenses as well as actual out-of-pocket construction expenses.
- G. The submission of this proposal, including attached drawings and renderings, submitted on indefinite information is, of course, subject to revisions and changes based upon final development.

Respectfully submitted,

WESTERN HEMISPHERICAL
DEVELOPMENT CORPORATION,
Principal

by Frank Regelle
William S. Sands Associates
Consultants and Agent

DISTRIBUTION

DEPARTMENT	DATE	ORD. OR RESOL.	CONTRACT
AVIATION DIRECTOR			
STINSON FIELD			
BUDGET			
CITY MANAGER			
ASST. CITY MGR.			
CITY PUBLIC SERVICE			
CITY WATER BOARD			
COMMERCIAL RECORDER			
FINANCE DIRECTOR			
ASSESSOR & COLL.			
CONTROLLER			
CORP. COURT			
INTERNAL AUDIT			
PROPERTY RECORDS			
PURCHASING			
FIRE CHIEF			
HEALTH DIRECTOR			
HOUSING & INSP. DIR.			
LEGAL	3-31		
BACK TAX ATTY.			
LAND			
LIBRARY DIRECTOR			
PARKS & REC. DIR.			
PERSONNEL DIRECTOR			
PLANNING DIRECTOR			
POLICE CHIEF			
PUBLIC INFORMATION			
PUB. WORKS DIRECTOR	3-31		
ASST. DIRECTOR			
TRAFFIC & TRANSP. DIR.	3-31		
URBAN RENEWAL AGENCY	3-31		
OTHER:			

ITEM NO. 7

ROLL CALL VOTE

MEETING OF THE CITY COUNCIL

DATE: MAR 31 1966

MOTION BY: Calder

SECONDED BY: Trevino

ORD. NO. 34245

ZONING CASE _____

RESOL. _____

PETITION _____

COUNCIL MEMBER	ROLL CALL	AYE	NAY
WALTER W. MC ALLISTER PLACE No. 1, MAYOR		✓	
DR. HERBERT CALDERON PLACE No. 2		✓	
ROBERT C. JONES PLACE No. 3		✓	
S. H. JAMES PLACE No. 4		✓	
MRS. S. E. COCKRELL, JR. PLACE No. 5		✓	
JOHN GATTI PLACE No. 6, MAYOR PRO-TEM		abs	
FELIX B. TREVINO PLACE No. 7		✓	
GERALD PARKER PLACE No. 8		abs	
ROLAND C. BREMER PLACE No. 9		abs	

BRIEFED BY: _____

ADDITIONAL INFORMATION:

REMARKS: _____

J. H. INSELMANN,
CITY CLERK

22