

AN ORDINANCE 32739

AUTHORIZING THE MAYOR TO EXECUTE A COOPERATION AGREEMENT WITH THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO FOR THE UNDERTAKING AND COMPLETION OF AN URBAN RENEWAL PROJECT, TITLED CIVIC CENTER PROJECT, TEX. R-83, FOR THE CITY OF SAN ANTONIO.

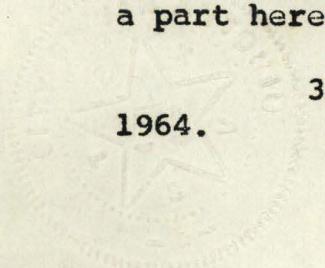
WHEREAS, the City desires to enter into an agreement with the Urban Renewal Agency of the City of San Antonio, for the purpose of expediting and assuring the completion of the Urban Renewal Project, Civic Center Project, Tex. R-83, located within the city limits of the City of San Antonio, Bexar County, Texas;

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

1. The Mayor is hereby authorized to execute a cooperation agreement with the Urban Renewal Agency of the City of San Antonio for the undertaking and completion of the Urban Renewal Project, Civic Center Project, Tex. R-83, within the City of San Antonio, Bexar County, Texas.

2. The Cooperation Agreement is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 27th day of August, 1964.


M. McQuinn
MAYOR

ATTEST:

J. J. Insulna
City Clerk

APPROVED AS TO FORM:

Sam S. Love
City Attorney

COOPERATION AGREEMENT

This Agreement, made and entered into this 27th day of August, 1964, by and between the Urban Renewal Agency of the City of San Antonio (hereinafter called the "Agency") and the City of San Antonio, Texas, a Municipal Corporation (hereinafter called the "City"),
WITNESSETH:

WHEREAS, the Agency is a public body corporate and politic, created and existing pursuant to the Urban Renewal Law of Texas, and is transacting business and exercising powers granted in said law and by virtue of authority granted to it by the City of San Antonio, Texas; and,

WHEREAS, the Agency with the aid and cooperation of the City proposes to undertake and carry out certain Urban Renewal activities in the City of San Antonio, Texas, including particularly the project called Civic Center Project, Tex. R-83, (hereinafter called the "Project") in accordance with the Urban Renewal Plan for said project, dated August 5, 1964, and pursuant to the provisions of the said Urban Renewal Law of Texas; and,

WHEREAS, the approved Urban Renewal Plan provides and the Agency proposes to acquire certain property and improvements within the Project Area for clearance and redevelopment in accordance with Urban Renewal Plan and to undertake other Urban Renewal activities including the installation of site improvements and preparation of the land for redevelopment; and,

WHEREAS, the Agency proposes to enter into a Loan and Capital Grant Contract with the Administrator of the Housing and Home Finance Agency, an Agency of the United States of America providing for financial assistance pursuant to Title I of the Housing Act of 1949, as amended, for such land acquisition, clearance, preparation for sale and redevelopment, and other project activities, the type and amounts of proposed Federal Aids being as follows:

1. A loan or loans in an amount sufficient to enable the Agency to defray the gross cost of the Project, but in no event to exceed \$15,721,497.00;
2. A Project Capital Grant in an amount not to exceed \$11,571,202.00;
3. A Relocation Grant in an amount not to exceed \$635,795.00; and,

WHEREAS, the City has heretofore agreed and now desires to provide Local Grants-in-Aid to and in connection with the undertaking and carrying out of said Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Agency and the City mutually agree as follows:

1. The Agency agrees to diligently and forthwith proceed with all necessary actions, work and undertaking to carry out the proposed and approved Urban Renewal Plan in the following described Urban Renewal Project Area and to carry out and fulfill the proposed Loan and Capital Grant Contract by and between it and the United States of America, said Project Area being identified as the Civic Center Project, being further identified as Project Tex. R-83, situated in the City of San Antonio, Bexar County, Texas, and bounded as follows:

GENERAL FIELD NOTE DESCRIPTION FOR
CIVIC CENTER URBAN RENEWAL PROJECT, TEX R-83
SAN ANTONIO, TEXAS JULY, 1964

- BEGINNING: At a point on the north right-of-way line of E. Commerce and the west line of the San Antonio River;
- THENCE: In an easterly direction along the north right-of-way line of E. Commerce Street to a point that is the east projection of LaSalle Street;
- THENCE: In a southerly direction across E. Commerce Street and continuing on the east right-of-way line of LaSalle Street to the southwest corner of Lot 20, NCB 684;
- THENCE: In an easterly direction along the south line of Lot 20, NCB 684 to the southeast corner of said Lot 20, NCB 684;
- THENCE: In a northerly direction along the east side of Lot 20, NCB 684, to a point on the south right-of-way line of E. Commerce Street;
- THENCE: In an easterly direction along the south right-of-way line of E. Commerce Street to the northeast corner of Lot 19, NCB 684;
- THENCE: In a southerly direction along the east side of Lot 19 and Lot 2, NCB 684, to the southeast corner of said Lot 2, NCB 684, same point also being on the north right-of-way line of Narp Street;
- THENCE: At an angle across Narp Street to its intersection with the northeast corner of Lot 16, NCB 683;
- THENCE: In a southerly direction along the east side of Lot 16 and Lot A-4, NCB 683, to the southeast corner of Lot A-4, NCB 683 same point also being on the north right-of-way line of LaFitte Street;
- THENCE: At an angle across LaFitte Street to the northeast corner of Lot 5, NCB 687;
- THENCE: In a southwesterly direction along the east side of Lot 5, NCB 687, and continuing along the east side of Lot 5, NCB 874 to the most southeast corner of Lot 5, NCB 874, same point also being on the north right-of-way line of North Street;
- THENCE: At an angle across North Street to the northeast corner of Lot 17, NCB 689;
- THENCE: In a southwesterly direction along the east side of Lot 17, NCB 689, to the most southeast corner of said Lot 17, NCB 689, same point also being on the north right-of-way line of Rose Alley;
- THENCE: At an angle across Rose Alley to the northeast corner of Lot 7, NCB 689;
- THENCE: In a southwesterly direction along the east side of Lot 7, NCB 689, a distance of 39.0 feet;
- THENCE: At a right angle to Lot 7, NCB 689, in an easterly direction a distance of 56.0 feet to a point on the west right-of-way line of Indianola Street;
- THENCE: Across Indianola Street at an angle to a point on the east right-of-way line of Indianola Street which point is 54.5 feet north of the most northeast corner of the intersection of Indianola and Wyoming Streets;
- THENCE: From this point on the east right-of-way line of Indianola and at a right angle, in an easterly direction a distance of 55.34 feet to a point on the west side of Lot 10, NCB 690;
- THENCE: In a northerly direction along the west side of Lot 10, NCB 690, to the most northwest corner of said Lot 10, NCB 690, same point also being on the south right-of-way line of Rose Alley;
- THENCE: In an easterly direction along the south right-of-way line of Rose Alley to the most northeast corner of Lot(A-19)NCB 690;
- THENCE: In a southerly direction along the east side of Lot (A-19) NCB 690, a distance of 77.84 feet, same point also being the most northwesterly corner of Lot 8, NCB 690;
- THENCE: In an easterly direction along the north side of Lot 8, NCB 690, to a point on the west right-of-way line of Newton Street;

THENCE: At an angle across Newton Street to a point on the east right-of-way line of Newton Street, which point is also the most northwest corner of Lot 40, NCB 691;

THENCE: In an easterly direction along the north side of Lot 40, NCB 691, to its most northeast corner;

THENCE: In a southwesterly direction along the rear side of Lot 40, NCB 691, to a point on the north right-of-way line of Wyoming Street;

THENCE: At an angle across Wyoming Street to the most southwest corner of the intersection of Wyoming and Santa Clara Streets;

THENCE: At an angle across Santa Clara Street to the west right-of-way line of Peach Street;

THENCE: In a southerly direction along the west right-of-way line of Peach Street to a point, same point also being the most southeast corner of Lot A-9, NCB 612;

THENCE: In a westerly direction along the south side of Lot A-9, NCB 612, to a point on the east side of Lot 9, NCB 612;

THENCE: In a southerly direction along the east side of Lot 9, NCB 612, to a point on the north right-of-way line of Dakota Street;

THENCE: At an angle across Dakota Street to the west right-of-way line of Peach Street;

THENCE: In a southerly direction along the west right-of-way line of Peach Street to a point, same point also being the most southeast corner of Lot A-9, NCB 705;

THENCE: In a west, south, and west direction along the south side of Lot A-9, NCB 705, to a point on the east side of Lot 6, NCB 705;

THENCE: In a southwesterly direction along the east side of Lot 6, NCB 705, and continuing across Victoria Street to a point on the south right-of-way line of said Victoria Street;

THENCE: In a northwesterly direction along the south right-of-way line of Victoria Street to the east right-of-way line of Matagorda Street;

THENCE: In a southwesterly direction along the east right-of-way line of Matagorda Street to the south right-of-way line of Lavaca Street;

THENCE: In a northwesterly direction along the south right-of-way line of Lavaca Street to the east right-of-way line of Water Street;

THENCE: In a southwesterly direction along the east right-of-way line of Water Street to the west right-of-way line of S. Alamo Street;

THENCE: In a northerly direction along the west right-of-way line of S. Alamo Street to the south right-of-way line of Nueva Street;

THENCE: In a westerly direction along the south right-of-way line of Nueva Street to the west right-of-way line of S. Presa Street;

THENCE: In a northerly direction along the west right-of-way line of S. Presa Street to the north right-of-way line of Market Street.

THENCE: In an easterly direction along the north-right-of-way line of Market Street to the west right-of-way line of the San Antonio River;

THENCE: In a northerly direction along the west right-of-way line of the San Antonio River to the place of beginning and containing an areas of approximately 140.03 acres.

2. The City agrees pursuant to and within the procedures required by its Charter and all applicable laws, to provide Local Grants-in-Aid, and to otherwise cooperate in the undertaking and completion of said proposed Urban Renewal Project in the following respects, to-wit:

- a. To cooperate to the fullest reasonable extent with the Agency in all respects as may appear necessary and required from time to time in order to bring the proposed Project to its final and successful completion in an orderly and diligent manner.
- b. To provide such Local Grants-in-Aid to the Project as shall be required and at such times as shall appear appropriate for the Agency to earn and be entitled to receive from the Federal Government a full 2/3 of the net Project cost of said Project as a Project Capital Grant by the United States Government, including the following specifically described donations, site improvements and supporting facilities, to-wit:

(1) City of San Antonio's cash participation: \$3,262,211.00; to be provided according to the following schedule:

Oct., 1965 - \$2,000,000.00
Sept., 1966 - \$ 662,211.00
Sept., 1967 - \$ 600,000.00

- (2) Contribution by way of land donation of city-owned parcels numbered 336 and 534 or identified as La Salle Park, NCB 683, Lot 1; Moses Park, NCB 704, Lot 1.
- (3) Constructing public water way within project area at an estimated cost of \$574,316.00;
- (4) Constructing and providing paving, curbs, gutters and sidewalks for interior streets as follows:
 - (a) Water Street - \$51,290.00;
 - (b) Durango Street - \$85,800.00;
 - (c) Market Street - \$42,710.00.
- (5) Constructing and providing paving, curbs, gutters and sidewalks for perimeter streets in connection with the project area at an estimated cost of \$17,984.00 (Victoria Street) for which 50% or \$8,992.00 shall apply as Local Grants-in-Aid credit in connection with the project;
- (6) Providing a transportation station at an estimated cost of \$42,890.00

- (7) Acting by and through its City Public Service Board, constructing and providing electrical distribution facilities including street lighting in the amount of \$66,000.00; and traffic lighting facilities at an estimated cost of \$22,000.00 for interior intersections and \$55,000.00 for perimeter intersections (50% of this being charged as Local Grants-in-Aid credit in connection with the project in the amount of \$27,500.00.
- (8) Providing a fire alarm system estimated to cost \$5,600.00.
- (9) Acting by and through its Water Works Board of Trustees, providing water distribution system estimated to cost \$202,275.00;
- (10) Acting by and through its City Public Service Board, providing gas distribution facilities estimated to cost \$9,600.00;
- (11) Providing sewer extensions and mains in the amount of \$21,000.00;
- (12) Providing parking facilities, identified as parking areas 1,2,3,4, and 5 inclusive, estimated to cost \$834,637.00;
- (13) Providing land for parks and development of parks, identified as park sites 1,2, and 3 inclusive, estimated to cost \$371,939.00.

3. In addition to the above specifically identified Local Grants-in-Aid donations and facilities, it is understood that other supporting facilities have already been constructed within the project area and site improvements in connection with the project include the following:

- a. Paseo Del Rio bridge and stairways, \$66,585.00;
- b. Paseo Del Rio pedestrian gateway, \$80,756.00.

4. It is further agreed between the Agency and the City that upon completion of acquisition and demolition that the Agency will sell to the City and the City will purchase from the Agency for cash consideration the following:

Parcel No. 1 -	\$ 918,600.00;
Parcel No. 2 -	\$2,066,800.00;
Parcel No. 3 -	\$ 145,400.00;
Total	- \$3,130,800.00;

said purchases being made in connection with a Civic Center development and for related public municipal uses.

Conveyance of the above-described tracts will be subject to the following affirmative covenant to be contained in the deed or deeds:

"The City, for itself, successors and assigns, shall not discriminate upon the basis of race, color, creed or national origin in the sale, lease, rental or in the use or occupancy of the property, any improvements erected or to be erected thereon, or any part thereof."

In addition, conveyance of the above-described tracts will be subject to the following conditions of redevelopment:

- a. Regulations, controls and restrictions as set out in the before-mentioned Urban Renewal Plan.
- b. The City, for itself, and its successors and assigns, will require the following equal employment opportunity provision in any contracts for improvements on the before-described land:

"During the performance of this contract, the contractor agrees as follows:

- "a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.

- "b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- "c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice, to be provided by the Local Public Agency, advising the said labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- "d. The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant

Orders of the President's Committee on Equal Employment Opportunity created thereby.

- "e. The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and Orders of said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the Local Public Agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- "f. In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.
- "g. The Contractor will include the provisions of paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Local Public Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Local Public Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. The City hereby agrees and obligates itself that each and every public facility and public utility provided and to be provided in or in connection with the project area, will be open to all persons without regard to race, color, creed or national origin after renewal of the project area.

6. It is understood that the City of San Antonio is obligated to the payment of 1/3 of the net Project cost incurred in connection with the undertaking and completion of the proposed Urban Renewal Project, and it is estimated that the City will receive Local Grants-in-Aid against its share of the net Project cost in an amount hereinabove mentioned and described and provided Local Grants-in-Aid credit therefor shall be established. If, for any reason, any one or more of such items are not constructed, provided, or granted, or if the contemplated Local Grants-in-Aid credit therefor is not established

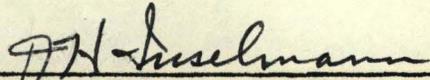
the City further agrees to make available and pay over to the Agency in the form of cash or eligible Local Grants-in-Aid such additional amounts as shall be necessary to meet the City's share of the net Project cost, hereinabove indicated.

7. The City further represents that it has the financial capacity and ability to meet each of the obligations which it assumes by virtue of this agreement and that it will provide the indicated Local Grants-in-Aid in timely and orderly manner as the same shall be required for the undertaking and completion of said Project, and in any event every such obligation shall be fulfilled within three (3) years from the date of this Agreement.

8. The City further agrees, pursuant to and within the procedures required by its Charter and applicable laws, to take such actions as may be required from time to time to vacate those portions of streets and alleys and to accept dedication of other areas for streets and other public purposes as may be necessary and proposed in said approved Urban Renewal Plan, and to zone and rezone all Project property in accordance with said Urban Renewal Plan.

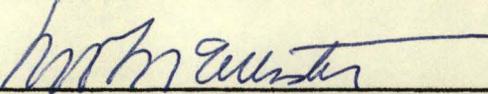
IN WITNESS WHEREOF, the City of San Antonio and the Urban Renewal Agency of the City of San Antonio have caused these presents to be executed by their Mayor and their Chairman, respectively, and have caused the signatures of such Mayor and Chairman to be attested and the seals of said respective Agencies to be affixed on the date hereinabove first provided.

ATTEST:



City Clerk

CITY OF SAN ANTONIO

By 

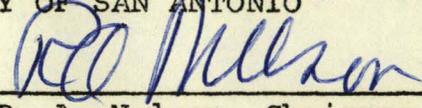
W. W. McAllister, Mayor

ATTEST:



M. Winston Martin, Secretary

URBAN RENEWAL AGENCY OF THE
CITY OF SAN ANTONIO

By 

R. A. Nelson, Chairman

A RESOLUTION

OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY AUTHORIZING THE CHAIRMAN TO EXECUTE THE COOPERATION AGREEMENT WITH THE CITY OF SAN ANTONIO FOR THE UNDERTAKING AND COMPLETION OF AN URBAN RENEWAL PROJECT, TITLED CIVIC CENTER PROJECT, TEX. R-83, FOR THE CITY OF SAN ANTONIO.

WHEREAS, the Agency desires to enter into an agreement with the City of San Antonio for the purpose of expediting and assuring the completion of the Urban Renewal Project, Civic Center Project, Tex. R-83, located within the city limits of the City of San Antonio, Bexar County, Texas;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO:

1. The Agency's Chairman is hereby authorized to execute a Cooperation Agreement with the City of San Antonio for undertaking and completion of the Urban Renewal Project, Civic Center Project, Tex. R-83, within the City of San Antonio, Bexar County, Texas.
2. The Cooperation Agreement is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 25th day of August, 1964.

APPROVED:



R. A. Nelson, Chairman

ATTEST:



M. Winston Martin, Secretary

Resolution No. 128

CONSERVATION
REHABILITATION
REDEVELOPMENT



URBAN RENEWAL AGENCY

of the City of San Antonio

PHONE CA 5-6835 • 418 SOUTH LAREDO ST. • SAN ANTONIO, TEXAS 78207

August 24, 1964

COMMISSIONERS

R. A. NELSON
CHAIRMAN

ANGUS COCKRELL
VICE-CHAIRMAN

JOHN A. BITTER, JR.

MORRIS L. COLLINS

REV. J. A. KEMPLE

MAX MARTINEZ

DR. W. D. SCHAEFER

CHARLES O. SCHEER

M. WINSTON MARTIN
EXECUTIVE DIRECTOR

Members of the City Council
City of San Antonio,
San Antonio, Texas

Gentlemen and Madam:

As you are aware, the Public Hearing for the Civic Center Project will be held at 10:00 A. M., August 27, 1964 in the City Council Chamber. The City Council will be acting to formally approve the enclosed Urban Renewal Plan.

The Urban Renewal Agency's participation in this hearing will include a presentation of the results of various surveys and other findings made in connection with the project. Enclosed you will find a copy of the format which sets forth certain basic facts regarding the project. In addition, a copy of the resolution approving the Plan by the Planning Commission is enclosed.

Last week the Agency formally submitted to the Fort Worth Regional Office the first phase of the Application. Upon completion of the public hearing and the execution of the necessary cooperative instruments between the City and the Urban Renewal Agency, the second phase of the Application can be submitted.

If you wish to obtain any additional information or have any questions, please do not hesitate to call upon us.

Sincerely,

M. Winston Martin
Executive Director

Enclosures

City Clerk

EXCERPTS FROM MINUTES OF PUBLIC HEARING HELD BEFORE THE CITY
COUNCIL OF THE CITY OF SAN ANTONIO, AUGUST 27, 1964

The public hearing on the proposed Urban Renewal Plan for Civic Center Project, Tex. R-83 was opened at 10:00 A.M. in the City Council Chamber, City Hall, San Antonio, Bexar County, Texas, by the City's Mayor, W. W. McAllister. The following members of the City Council were present: W. W. McAllister, George de la Garza, Jack Kaufman, Bob Jones, Roy Padilla, Roland Bremer, John Gatti, Mrs. S. E. Cockrell, Jr.

The hearing was opened by the City's Mayor, W. W. McAllister with an announcement that the purpose of the hearing was to allow all persons and organizations in attendance to present their views and to be heard on the proposed Urban Renewal Plan for the Civic Center Project. The Mayor then called upon the Urban Renewal Agency's officials present to present the proposed plan developed by the Agency. The plan was introduced by R. A. Nelson, Chairman of the Board of Commissioners of the Urban Renewal Agency of the City of San Antonio, who made a statement concerning its preparation and purpose and then introduced Mr. M. W. Martin, Executive Director of the Urban Renewal Agency of the City of San Antonio, who presented and explained the plan, a copy of which was filed with the City Council. Mr. Martin described the project area, the land uses existing in the area, the condition of properties in the area, the slum and blighted conditions, the plan for relocation of families displaced by the project, the plan for relocation of businesses displaced by the project, the findings of an independent engineering firm that approximately 70% of the structures existing in the project area were substandard. In this connection, Mr. Martin referred to three (3) exhibits which included a boundary map, a land use plan for the proposed reuse of the project for public purposes, and a land acquisition map which

showed the various parcels in the project by ownership.

At the conclusion of Mr. Martin's presentation, the City's Mayor, W. W. McAllister, gave a detailed explanation of the proposed public uses in the area including the City's Convention Center and municipal complex, libraries, parks and other public educational facilities proposed for the project.

The Mayor then asked for all those in favor or opposed desiring to be heard and the following speakers made presentations in favor of the proposed plan:

1. Mr. Gilbert Denman
2. Mr. David Strauss
3. Mrs. F. Oliva
4. Mr. Alfredo Flores, Jr.
5. Mr. Angus Cockrell
6. Mr. Perry Salinas
7. Mr. Howard Murphy
8. Mr. Sam Jorrie

The Mayor then requested those in opposition who desired to be heard to come forward and the following came forward to speak:

Mr. O. K. Morgan.

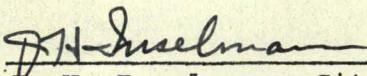
Other parties who requested information concerning the plan were Mr. Phil Greenberg, Mrs. Helen Dutner, Mrs. A. Chavana, and Mr. Adolph Cordova .

Mayor McAllister then inquired of all those assembled whether any other citizens or organizations or spokesmen for organizations desired to be heard and, there being no further requests by any one in attendance to be heard, the Mayor declared the public hearing closed.

After the close of the public hearing, those members of the City Council of the City of San Antonio present unanimously passed an Ordinance, being Ordinance No. 32738 approving the Urban Renewal Plan and the feasibility of the Relocation Plan for the Urban Renewal Project entitled Civic Center Project, Tex. R-83, and an ordinance authorizing the Mayor to execute a Cooperation Agreement with the Urban Renewal Agency of the City of San Antonio for the execution of said Project. In addition, a resolution was passed acknowledging the City's obligations under the Cooperation Agreement with the Urban Renewal Agency.

There being no further business before the Council, the meeting was then adjourned by the Mayor at approximately 11:40 o'clock A.M., Thursday, August 27, 1964.

Respectfully submitted,



J. H. Inselmann, City Clerk

2870

150

3,020, -

draft

Short
KANA Post? \$110,000
1/3 contrib.
? 1,262,211.00
(\$1,372,211.00)

Mr. R. A. Nelson, Chairman
Board of Commissioners
Urban Renewal Agency of the
City of San Antonio
418 South Laredo Street
San Antonio, Texas

Dear Mr. Nelson:

This letter acknowledges the City's awareness of the non-cash grant-in-aid and cash contribution which must be made by the City in connection with the execution of the Civic Center Project, Tex R-83.

The City recognizes that this particular project, because of the public reuse, imposes a two-fold commitment, namely, the purchase of land designated for public use and the 1/3 project participation. In regard to the first transaction, the City has made a commitment in the Cooperation Agreement to acquire the land designated for public use from the Urban Renewal Agency for \$3,130,800. The funds to meet this obligation will come from a bond issue passed in January, 1964, which authorized \$3,020,000 for the acquisition of a site for a Civic Center and Municipal Complex. The bonds for the site purchase will be sold to conform with the Urban Renewal Agency's scheduled acquisition program. Present plans call for the purchase of this site on a pro rata share as land becomes available. The balance, some \$110,000, will be provided from the General Operating Fund, either in one payment or several installments, depending upon when the site becomes available.

The 1/3 contribution, \$5,785,601.00, will be provided in cash and non-cash grants-in-aid. The cash contribution committed to in the Cooperation Agreement is \$3,262,211.00, and is scheduled for payment into the project at the rate of \$2,000,000 in June, Oct 1965; \$662,211 in June, Sep 1966; and \$600,000 in June 1967. The source for this contribution will be a bond issue and the General Operating Fund. The bond issue previously mentioned approved \$2,000,000 for Urban Renewal participation. These bonds will be sold so that the \$2,000,000 can be contributed to the project account by June, 1965, with the balance for the two succeeding years coming from the General Operating Fund.

To complete the City's participation, \$2,523,390 in non-cash grants-in-aid are planned for installation in the project. These facilities will be financed by the bond issue which was previously mentioned and from the City's operating budget. The City of San Antonio has allowed and provided for the expenditure of \$1,000,000 annually in addition to the bond issue, for its participation in the development of the Civic Center Project under Urban Renewal. This allowance does adequately make provision for the City's additional cash contribution above the bond issue and for the installation of utilities and other facilities claimed as non-cash grants-in-aid necessary for the development of the project.

I trust that you will find in this letter an adequate explanation of the sources of financing the City intends to use in meet- in its 1/3 contribution in the Civic Center Project.

Sincerely yours,

Jack Shelley
City Manager

428

5 240 380
51 5231
2

2,717,109

DISTRIBUTION

VOTE

3

Meeting of the City Council **AUG 27 1964** 1964

Motion By dlj Ord.# **32739**

Item # _____

Seconded By Runk Case # _____

Department	Date	Ord. or Resol.	Contract	COUNCIL MEMBER	ROLL CALL	AYE	NAY
Aviation (Int. Airport)				WALTER W. McALLISTER Place 1 Mayor		✓	
Stinson Field				GEORGE de la GARZA Place 2		✓	
Commercial Recorder				ROBERT C. JONES Place 3		✓	
Finance Director				JACK H. KAUFMAN Place 4		✓	
Budget				MRS. S.E. COCKRELL, JR. Place 5		✓	
Controller				JOHN GATTI Place 6, Mayor Pro-Tem		✓	
Purchasing				ROY S. PADILLA Place 7		✓	
Int. Audit				DR. GERALD PARKER Place 8		✓	
Fire Chief				ROLAND C. BREMER Place 9		✓	
Health Director				Briefed By:			
Housing & Insp. Director							
Legal							
Land				<i>Mayor for sig</i>			
Library				Additional Information:			
Parks & Recr.							
Personnel							
Planning Director							
Police Chief							
Public Works Director							
Traffic & Transp.							
Urban Renewal							
Other:							

#1

CIVIC CENTER

SAN ANTONIO,

TEXAS

Urban Renewal Plan

TEXAS PROJECT

NO.

R 83

CITY COUNCIL

W. W. McAllister, Mayor

George De La Garza

Jack Kaufman

Mrs. S. E. Cockrell

John Gatti, Mayor Pro- Tem

Roy Padilla

Dr. Gerald Parker

Roland Bremer

Robert C. Jones

URBAN RENEWAL COMMISSION

M. Winston Martin, Executive Director

R. A. Nelson, Chairman

Angus Cockrell, Vice-Chairman

John A. Bitter, Jr.

Morris A. Collins

Rev. J. A. Kemple

Max Martinez

Charles O. Scheer

Dr. Waldemar D. Schaeffer

*Resolution
Aug 27, 1964*

**MARMON & MOK AND
FRANK M. VALDEZ**

**AIA ARCHITECTS AND
PLANNING CONSULTANTS**

URBAN RENEWAL PLAN
CIVIC CENTER PROJECT, TEX. R-83
SAN ANTONIO, TEXAS

August 5, 1964

URBAN RENEWAL PLAN

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I. DESCRIPTION OF PROJECT

- A. Boundaries of the Urban Renewal Area are shown on Exhibit URP-I, Boundary Map, and are described more fully as follows:

BEGINNING: At a point on the North right-of-way line of E. Commerce and the west line of the San Antonio River;

THENCE: In an easterly direction along the north right-of-way line of E. Commerce Street to a point that is the east projection of LaSalle Street;

THENCE: In a southerly direction across E. Commerce Street and continuing on the east right-of-way line of LaSalle Street to the Southwest corner of Lot 20, NCB 684;

THENCE: In an easterly direction along the South line of Lot 20, to the Southeast corner of said Lot 20, NCB 684;

THENCE: In a northerly direction along the east side of Lot 20, NCB 684, to a point on the South right-of-way line of E. Commerce Street;

THENCE: In an easterly direction along the South right-of-way line of East Commerce Street to the Northeast corner of Lot 19, NCB 684;

THENCE: In a southerly direction along the east side of Lot 19 and Lot 2, NCB 684, to the southeast corner of said Lot 2, NCB 684, same point also being on the North right-of-way line of Narp Street;

THENCE: At an angle across Narp Street to its intersection with the Northeast corner of Lot 16, NCB 683;

THENCE: In a southerly direction along the East side of Lot 16 and Lot A-4, NCB 683, to the Southeast corner of Lot A-4, NCB 683 same point also being on the north right-of-way line of LaFitte Street;

THENCE: At an angle across LaFitte Street to the Northeast corner of Lot 5, NCB 687;

THENCE: In a Southwesterly direction along the East side of Lot 5, NCB 687, and continuing along the East side of Lot 5, NCB 874 to the most Southeast corner of Lot 5, NCB 874, same point being on the North right-of-way line of North Street;

THENCE: At an angle across North Street to the northeast corner of Lot 17, NCB 689;

THENCE: In a Southwesterly direction along the East side of Lot 17, NCB 689, to the most Southeast corner of said Lot 17, NCB 689, same point also being on the North right-of-way line of Rose Alley;

THENCE: At an angle across Rose Alley to the Northeast corner of Lot 7, NCB 689;

THENCE: In a Southwesterly direction along the east side of Lot 7, NCB 689, a distance of 39.0 feet;

THENCE: At a right angle to Lot 7, NCB 689, in an easterly direction a distance of 56.0 feet to a point on the West right-of-way line of Indianola Street;

THENCE: Across Indianola Street at an angle to a point on the east right-of-way line of Indianola Street which point is 54.5 feet North of the most Northeast corner of the intersection of Indianola and Wyoming Streets;

THENCE: From this point on the East right-of-way line of Indianola and at a right angle, in an easterly direction a distance of 55.34 feet to a point on the West side of Lot 10, NCB 690;

THENCE: In a northerly direction along the west side of Lot 10, NCB 690, to the most Northwest corner of said Lot 10, NCB 690, same point also being on the South right-of-way line of Rose Alley;

THENCE: In an easterly direction along the South right-of-way line of Rose Alley to the most northeast corner of Lot (A-19) NCB 690;

THENCE: In a southerly direction along the East side of Lot (A-19) NCB 690, a distance of 77.84 feet, same point also being the most Northwesterly corner of Lot 8, NCB 690;

THENCE: In an Easterly direction along the North side of Lot 8, NCB 690, to a point on the West right-of-way line of Newton Street;

THENCE: At an angle across Newton Street to a point on the East right-of-way line of Newton Street, which point is also the most Northwest corner of Lot 40, NCB 691;

THENCE: In an easterly direction along the North side of Lot 40, NCB 691, to its most Northeast corner;

THENCE: In a Southwesterly direction along the rear side of Lot 40, NCB 691, to a point on the North right-of-way line of Wyoming Street;

THENCE: At an angle across Wyoming Street to the most Southwest corner of the intersection of Wyoming and Santa Clara Streets;

THENCE: At an angle across Santa Clara Street to the West right-of-way line of Peach Street;

THENCE: In a Southerly direction along the West right-of-way line of Peach Street to a point, same point also being the most Southeast corner of Lot A-9, NCB 612;

THENCE: In a Westerly direction along the South side of Lot A-9, NCB 612, to a point on the East side of Lot 9, NCB 612;

THENCE: In a Southerly direction along the east side of Lot 9, NCB 612, to a point on the North right-of-way line of Dakota Street;

THENCE: At an angle across Dakota Street to the West right-of-way line of Peach Street;

THENCE: In a Southerly direction along the West right-of-way line of Peach Street to a point, same point also being the most Southeast corner of Lot A-9, NCB 705;

THENCE: In a West, South, and West direction along the South side of Lot A-9, NCB 705, to a point on the East side of Lot 6, NCB 705;

THENCE: In a Southwesterly direction along the East side of Lot 6, NCB 705, and continuing across Victoria Street to a point on the South right-of-way line of said Victoria Street;

THENCE: In a Northwesterly direction along the South right-of-way line of Victoria Street to the East right-of-way line of Matagorda Street;

THENCE: In a southwesterly direction along the East right-of-way line of Matagorda Street to the South right-of-way line of Lavaca Street;

THENCE: In a Northwesterly direction along the South right-of-way line of Lavaca Street to the East right-of-way line of Water Street;

THENCE: In a Southwesterly direction along the East right-of-way line of Water Street to the West right-of-way line of S. Alamo Street;

THENCE: In a Northerly direction along the west right-of-way line of S. Alamo Street to the South right-of-way line of Nueva Street;

THENCE: In a westerly direction along the south right-of-way line of Nueva Street to the west right-of-way line of S. Presa Street;

THENCE: In a northerly direction along the west right-of-way line of S. Presa Street to the North right-of-way line of Market Street.

THENCE: In an easterly direction along the north right-of-way line of Market Street to the West right-of-way line of the San Antonio River;

THENCE: In a northerly direction along the west right-of-way line of the San Antonio River to the place of beginning and containing an area of approximately 140.03 acres.

B. Types of Proposed Renewal Activities:

Renewal activities will include property acquisition, site clearance and grading, the installation of site improvements, utilities, and supporting facilities, and disposition of all land for public redevelopment, with the exception of two (2) tracts included in the Project for planning purposes and designated for compatible semi-public uses. Also contemplated is the remodeling and rehabilitation of buildings in the designated commercial area.

II. LAND USE PLAN

A. Land Use Map Showing:

1. Exhibit URP-II, Land Use Plan, identifies all thoroughfares, major and minor streets, right-of-ways which are required and planned for the Project.
2. Exhibit URP-II, Land Use Plan, identifies the portion of the project designated for public and semi-public uses, easements required for existing and proposed utilities, and land allocations for parks and parking.
3. Exhibit URP-II, Land Use Plan, identifies the remaining area where certain commercial uses are permitted.

B. Land Use Provisions and Building Requirements:

1. Land uses permitted in appropriately designated areas:
 - a. Public uses include those necessary and related to the development and operation of a Civic Center and Municipal Complex.
 - b. Semi-public uses include only Religious, Educational, Fraternal, Charitable, and other similar non-business type uses compatible with the Civic Center and Municipal Complex.
 - c. Commercial uses include:
 - (1) Office buildings and banks
 - (2) Retail stores providing for the sale of goods and products.
 - (3) Commercial schools
 - (4) Restaurants, lounges and related entertainment facilities.
 - (5) Theaters
 - (6) Existing hotels and apartment buildings
 - (7) Apartment units
 - (8) Accessory uses customarily incidental to the above uses
 - (9) One existing non-conforming residential structure
2. Additional regulations, controls, restrictions and requirements are as follows:
 - a. Imposition of restrictions
 - (1) Land Affected: Description shown on Exhibit URP-I, Boundary Map, and described under I, A.
 - (2) Persons Affected: All persons or corporations who shall hereafter acquire any interest in the above-described area shall be taken to hold and agree and covenant with the owner of said land and with its successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of improvements thereon.
 - (3) Urban Renewal Plan: The Urban Renewal Plan for the Civic Center Project as approved by the City Council of the City of San Antonio, Texas, on the 27th day of August, 1964, in accordance with the requirements of Chapter 298 of the Laws of Texas which plan was recorded on the _____ day of _____, 196__ in the Office of the

County Clerk of Bexar County, Texas, on Page _____ of Book _____ is hereby made an integral part of these covenants, restrictions and stipulations.

b. Definition of Terms

For the purpose of these restrictions, the following terms are defined:

- (1) Building Coverage is the percentage of land exclusive of streets and alleys covered by those portions of a building or buildings that are above the average level of the ground adjacent to the building.
- (2) Building is a structure having a roof supported by columns or walls.
- (3) Landscaped Area is an area in a yard permanently devoted to, and maintained for, the growing of trees, shrubbery, other plant materials and other aesthetic improvements.
- (4) Parking Space is an area on a lot sufficient in size to store one automobile (not less than nine-foot wide and 20-foot long) connected to a public street or alley by a driveway not less than 10-foot wide and so arranged as to permit ingress and egress of the automobile at all times without moving any other automobile parked adjacent to the parking space. The parking space and connecting driveways shall be hard, level surfaces on which vegetation cannot grow.
- (5) Set Back is the distance which a building must be set back from a street right-of-way or property line.

c. General restrictions

- (1) Compliance with laws and ordinances: All uses of land and construction of buildings shall conform with the applicable laws, ordinances, and regulations of the City of San Antonio and in the State of Texas, with these restrictions, and with the officially adopted Urban Renewal Plan for the Civic Center Project.
- (2) Discrimination: The following provisions shall be made a covenant running with the land, and shall be binding upon the redeveloper and every successor in interest to the property:

"The redeveloper will comply with all State, local and Federal laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease, or occupancy of the property".

- (3) Maintenance of structures and grounds: Property is to be maintained in a clean, sanitary and sightly manner at all times. The outside storage or display of material of any kind is prohibited, except when adequately screened.

d. Restrictions - Semi-public redevelopment:

- (1) Height and Building Coverage: Maximum building

coverage shall not exceed 50 percent of any lot area or as defined. Building heights shall have no height restriction.

- (2) Set Backs: A minimum of 30 feet shall be required for building set back on all perimeter streets.
- (3) Parking: One space of off-street parking shall be provided for each four (4) seating spaces in the case of churches. For other uses, one off-street parking space will be provided for each 200 square feet of gross floor area.
- (4) Landscaping: A minimum of five (5) percent of the land area shall be devoted to landscaping.

e. Interpretation and Enforcement

Questions on interpretation of the exact application or meaning of these restrictions shall be addressed in writing to the Urban Renewal Agency of the City of San Antonio, or to the Agency responsible at the time of the request. The Agency will make such interpretations in a period of not to exceed 30-days. Its decision shall be based upon the officially adopted Urban Renewal Plan and shall be final.

The provisions contained in these restrictions shall bind and inure to the benefit of the owner or owners of any property in said Project Area, and each of their legal representatives, heirs, successors and assigns, and shall be enforceable by them or any of them. Failure by the City of San Antonio or any property owners to enforce any of these restrictions, conditions, covenants, liens, or reservations shall in no event be deemed a waiver of the right to so enforce. Inasmuch as the enforcement of the restrictions herein provided is deemed essential for the effectuation of the general plan of improvement contemplated in the Urban Renewal Plan and for the protection of the parties hereto and all future property owners of land within the development, it is hereby declared that any breach of the provisions of this declaration shall entitle any property owner to the remedy by injunction to restrain in any such breach, in addition to all other remedies.

3. The provisions and requirements of this Plan shall be in full force and effect until December 31, 1989. The restrictions contained in this Plan shall be binding and effective upon all owners, purchasers, or lessees of the land, their heirs and assigns, within the project boundary from the date of final approval of the Urban Renewal Plan by the City Council of the City of San Antonio.

III. PROJECT PROPOSALS

A. Land Acquisition Plan

1. Exhibit URP-III, Land Acquisition Plan, identifies all properties to be acquired and those properties not scheduled for acquisition.

2. Properties not scheduled for acquisition, with the exception of public owned properties, may be acquired if not rehabilitated or repaired to comply with the standards set forth in the Plan.
3. No property identified for acquisition will be exempt.

B. Rehabilitation Standards

1. Public owned properties are exempt from these provisions. All other properties must comply.
2. All properties subjected to rehabilitation must meet the standards of applicable City ordinances, including, but not limited to, Ordinance #30238, passed and adopted March 28, 1962.

C. Redeveloper's Obligations

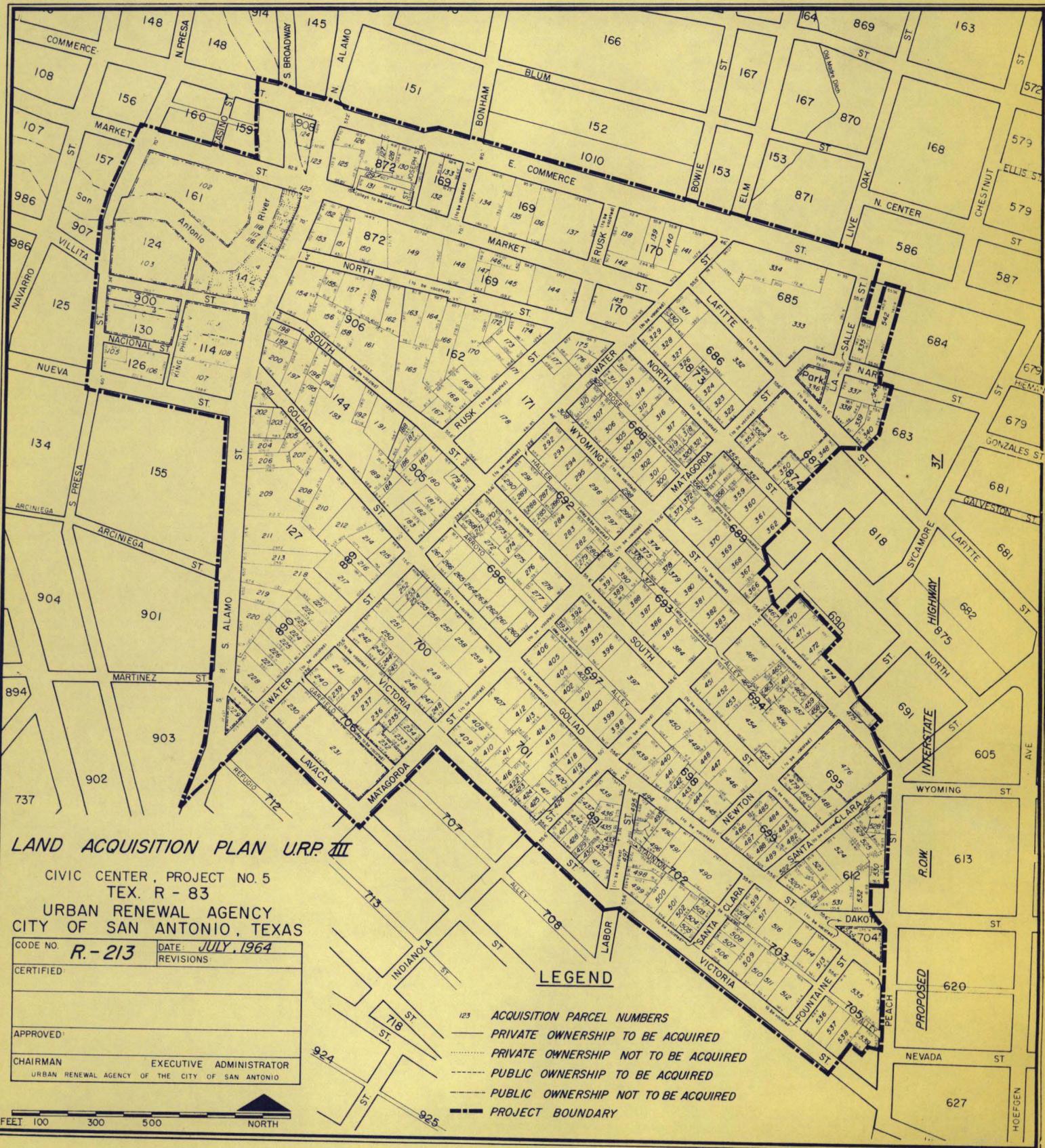
In the conveyance of land for redevelopment in cleared portions of the Urban Renewal Area, an obligation shall be imposed upon the purchaser to commence and complete construction of improvements within a reasonable time and in conformity with the Plan.

IV. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS

The land in the area is to be developed or rehabilitated for the uses shown on the Land Use Plan, URP-II. Relocation will be carried out in accordance with State and Federal Law. Description of the techniques to be utilized are outlined in detail in the Relocation Plan.

V. PROCEDURE FOR CHANGES IN APPROVED PLAN

The Urban Renewal Plan may be changed, modified or amended at any time by the Urban Renewal Agency of the City of San Antonio provided that if changed, modified or amended after sale of real property in the Project Area by the Agency, the change, modification or amendment shall be subject to such rights at law or in equity as the Redeveloper or Redevelopers of the real property, or his or their successor or successors in interest, may be entitled to assert. Approval of the San Antonio City Council will also be required to effect any change, modification or amendment which will substantially change the Urban Renewal Plan as previously approved by the San Antonio City Council. Any changes or modifications in the Urban Renewal Plan shall be made in compliance with the provisions of the Texas Urban Renewal Law.



LAND ACQUISITION PLAN U.R.P. III

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

- 123 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

FEET 100 300 500 NORTH

