

51.

AN ORDINANCE 7 3 2 6 6

(1) ACCEPTING THE RECOMMENDATION OF THE AD HOC LEARNING CENTER SITE SELECTION COMMITTEE THAT THE DISTRICT 4 LEARNING CENTER BE CONSTRUCTED AT THE 0.528 OF AN ACRE LOCATION IN COLUMBIA HEIGHTS; (2) AUTHORIZING THE EXECUTION OF AN EXCHANGE AGREEMENT WITH HARLANDALE INDEPENDENT SCHOOL DISTRICT TO EXCHANGE AN UNIMPROVED PORTION OF GARNETT AVENUE FOR THE 0.528 OF AN ACRE LOCATION AT THE SOUTHWEST CORNER OF FITCH AVENUE AND LARDNER STREET IN COLOMBIA HEIGHTS; AND AUTHORIZING THE CITY MANAGER OR ASSISTANT CITY MANAGER TO PROCEED WITH NECESSARY ACTION TO DESIGN, CONSTRUCT, AND EQUIP THE LEARNING CENTER.

* * * * *

WHEREAS, the City of San Antonio has made a long term commitment to combat illiteracy through the San Antonio Commission on Literacy and concerted, well-coordinated city-wide initiative in order to maximize the impact that existing local literacy resources can have on the problem; and

WHEREAS, the citizens of San Antonio, on May 6, 1989, passed a \$46 million Libraries/Learning Center Bond Issue which included \$5.8 million for construction of eight (8) additional learning centers throughout the City; and

WHEREAS, the 1989 General Obligation Library Bonds Program included the development of eight adult learning centers in the City, and the City Council designated an Ad Hoc Learning Center Site Selection Committee to conduct studies, perform analysis and make recommendations for location sites; and

WHEREAS, the above committee has submitted the following recommendations:

- (1) Establishment of the Columbia Heights Learning Center on a 0.528 of an acre tract at the southwest corner of Fitch Avenue and Lardner owned by Harlandale Independent School District;
- (2) Exchange the above tract with said school district, which exchange has been already approved by the District, for an unimproved portion of Garnett Avenue which dead-ends between two Harlandale Independent School District schools (McCollum High School and Terrell Wells Middle School); and

WHEREAS, the City Council has considered the above transaction and deems the proposal acceptable; NOW THEREFORE:

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

SECTION 1. The recommendation of the Ad Hoc Learning Center Site Selection Committee for the location of the Columbia Heights Learning Center on a 0.528 of an acre tract at the southwest corner of Fitch Avenue and Lardner owned by Harlandale Independent School District is hereby accepted.

SECTION 2. The Exchange Agreement with Harlandale Independent School District ("ISD") for the conveyance by the City of San Antonio of an unimproved portion of Garnett Avenue, directly south of Hutchins Place, between New City Blocks 8366 and 9434, Block 339 to Harlandale ISD, and the conveyance by Harlandale ISD TO the city of an 0.528 of an Acre tract at the southwest corner of Fitch Avenue and Lardner Street in Columbia Heights (New City Block 7957, Block 87) is hereby approved and the City Manager or Assistant City Manager is authorized to execute said Exchange Agreement. The exchange of the above properties is being authorized separately this day in Ordinance Agenda Item No. 5. The Exchange Agreement is attached hereto as Attachment I.

SECTION 3. The City Manager or Assistant City Manager is authorized to proceed with necessary action for the procurement of the design, construction and equipping of the Learning Center facility, with funds to be approved by separate ordinance.

PASSED AND APPROVED this 7th day of March, 1991.

Lila Cockrell

M A Y O R

ATTEST: *Norma S. Rodriguez*
City Clerk

APPROVED AS TO FORM: *Tom J. Jurek*
City Attorney

91-10

	ARTS & CULTURAL AFFAIRS
	AVIATION
	BUILDING INSPECTIONS
	BUILDING INSPECTIONS-HOUSE NUMBERING
	CITY ATTORNEY
	MUNICIPAL COURT
	REAL ESTATE (FASNIDGE)
	REAL ESTATE (WOOD)
	TRIAL SECTION
	CITY MANAGER
	TRAVIS BISHOP, ASST. TO THE MANAGER
	CODE COMPLIANCE
	CITY PUBLIC SERVICE-GENERAL MANAGER
	CITY PUBLIC SERVICE-MAPS & RECORDS
	CITY WATER BOARD-GENERAL MANAGER
	COMMERCIAL RECORDER
	COMMUNITY DEVELOPMENT (BASEMENT)
	CONVENTION & VISITORS BUREAU
	CONVENTION FACILITIES
	DOME DEVELOPMENT OFFICE
	ECONOMIC & EMPLOYMENT DEVELOPMENT (DEED)
	ENVIRONMENTAL MANAGEMENT
/	FINANCE DIRECTOR
	ASSESSOR
/	CONTROLLER
	GRANTS
	RISK MANAGEMENT
	TREASURY
/	FIRE DEPARTMENT
/	HUMAN RESOURCES & SERVICES
	INFORMATION RESOURCES
	INTERNATIONAL RELATIONS
/	LIBRARY
/	MANAGEMENT SERVICES
	MARKET SQUARE
	METROPOLITAN HEALTH DISTRICT
	MUNICIPAL CODE CORPORATION (PUBLICATION)
	MUNICIPAL COURTS
	PARKS & RECREATION
	PLANNING
	LAND DEVELOPMENT SERVICES
	POLICE DEPARTMENT
	PUBLIC INFORMATION OFFICE
	PUBLIC UTILITIES
/	PUBLIC WORKS
	CAPITAL PROJECTS MANAGEMENT
	CENTRAL MAPPING
/	ENGINEERING
	PARKING DIVISION
	REAL ESTATE (BILL TOUDOUZE)
	TRAFFIC ENGINEERING
/	PURCHASING & GENERAL SERVICES

ITEM NO. 51
 DATE: MAR 07 1991

MEETING OF THE CITY COUNCIL
 MOTION BY: Dutmer SECONDED BY: Webb

73266

ORD. NO. _____ ZONING CASE _____

RESOL. _____ PETITION _____

	ROLL CALL	AYES	NAYS
MARIA BERRIOZABAL PLACE 1		✓	
JOE WEBB PLACE 2		✓	
HELEN DUTMER PLACE 3		✓	
FRANK D. WING PLACE 4		✓	
WALTER MARTINEZ PLACE 5		✓	
BOB THOMPSON PLACE 6		✓	
YOLANDA VERA PLACE 7		✓	
NELSON WOLFF PLACE 8		✓	
WEIR LABATT PLACE 9		✓	
JAMES C. HASSLOCHER PLACE 10		✓	
LILA COCKRELL PLACE 11 (MAYOR)		✓	

91-10

ATTACHMENT I

TO

ORDINANCE NO. 7 3 2 6 6

PASSED AND APPROVED ON

MARCH 7, 1991

EXCHANGE AGREEMENT

EXCHANGE AGREEMENT

STATE OF TEXAS }
} KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR }

This Agreement is made this 13th day of March, 1991, by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation, (hereinafter called "CITY") acting by and through its City Manager pursuant to Ordinance No. 73266 dated March 7, 1991 and HARLANDALE INDEPENDENT SCHOOL DISTRICT, (hereinafter referred to as "DISTRICT"), acting pursuant to a Resolution adopted at a meeting of the Board of Trustees of Harlandale Independent School District on April 12, 1990.

WHEREAS, DISTRICT is the Owner of that certain tract ("DISTRICT tract") containing 23,000 square feet (0.528 acres) and being Lots 5 through 12, out of New City Block 7957, Block 87, in the City of San Antonio, Bexar County, Texas, and which parcel is more particularly described as follows:

BEGINNING: at a point of intersection of the south right-of-way line of Fitch Avenue and the west right-of-way line of Lardner Street.

THENCE: in a southerly direction along the west right-of-way line of Lardner Street a distance of 115.0 feet to a point being the southeast corner of this tract.

THENCE: in a westerly direction a distance of 200.0 feet to a point being the southwest corner of this tract.

THENCE: in a northerly direction along the common boundary line between Lot 4 and 5 a distance of 115.0 feet to a point on the south right-of-way line of Fitch Avenue.

THENCE: in a easterly direction along the south right-of-way line of Fitch Avenue a distance of 200.00 feet to the point of beginning for this tract of land containing 23,000 square feet (0.528 acres) of land.

as more specifically shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes together with all and singular the hereditaments and appurtenances belonging or in anywise appertaining thereto.

WHEREAS, CITY is the Owner of that certain tract ("CITY tract") containing 33,000 square feet (0.757 acres) and being Garnett Avenue between New City Block 9434, Block 339 and New City Block 8366, in the City of San Antonio, Bexar County, Texas, and which parcel is more particularly described as follows:

BEGINNING: at an iron pin found set in the ground at the southeast corner of Garnett Avenue and Hutchins Place said point being 1026 feet west of the southwest corner of Hutchins Place and Clamp Avenue, for the northeast corner of this tract;

THENCE: South with the east right-of-way line of Garnett Avenue a distance of 660.00 feet to an iron pin set in the ground at the point of intersection with the north boundary line of Lot 26, Block 1, New City Block 13097 for the southeast corner of this tract;

THENCE: S 89° 55' W with the south right-of-way line of Garnett Avenue and the north boundary line of said Lot 26 and Lot 25, Block 1, New City Block 13097, a distance of 50.00 feet to an iron pin set in the ground for the southwest corner of this tract;

THENCE: North with the west right-of-way line of Garnett Avenue a distance of 660.00 feet to an iron pin set in the ground at the southwest corner of Garnett Avenue and Hutchins Place for the northwest corner of this tract;

THENCE: N 89° 55' E, crossing Garnett Avenue, a distance of 50.00 feet to the point of beginning for this tract of land containing 33,000 square feet (0.757 acres), more or less,

as more specifically shown on Exhibit "B" attached hereto and incorporated herein by reference for all purposes; together with all and singular the hereditaments and appurtenances belonging or in anywise appertaining thereto.

WHEREAS, it is in the public interest that DISTRICT transfer to CITY ownership in that above-referenced DISTRICT tract for the construction of the District 4 Learning Center; and

WHEREAS, it is in the public interest that CITY transfer to DISTRICT ownership in that above-referenced CITY tract for the purpose of resolving problems of access to both McCollum High School and Terrell Wells Middle School; and

WHEREAS, CITY and DISTRICT, each as political subdivisions of the State of Texas, are authorized to transfer to, and exchange with, each other the respective tracts referred to herein under the provisions of Texas law.

NOW THEREFORE, the Parties agree as follows, that:

1. DISTRICT will convey or has conveyed to CITY said DISTRICT tract having a total Fair Market Value of \$26,900.00, as determined by an appraisal, for use by CITY for the construction of the District 4 Learning Center.

2. CITY will convey to DISTRICT said CITY tract which has a total Fair Market value of \$24,750.00, prior to discount for various factors, as determined by an appraisal, for use by DISTRICT for the purpose of resolving problems of access to both McCollum High School and Terrell Wells Middle School.
3. Further, as additional consideration for such exchange between CITY and DISTRICT, CITY agrees that said Learning Center, upon completion of construction, shall be made available to DISTRICT for its use during those time blocks when the Learning Center is not in use by CITY. DISTRICT understands that it will be allowed the use of the Learning Center as a community resource for periodic short-term programs, training, or workshops, with times to be coordinated and agreed to by CITY and DISTRICT.
4. Each Party agrees to notify the other Party within ten (10) days after the Agreement is executed by said respective Party.
5. Such exchange of properties and the terms of this Agreement constitute full accord, satisfaction and demands of each Party thereto.
6. CITY will convey all of its right, title and interest in said CITY property by Quitclaim, subject to any easements and restrictions set forth therein.
7. DISTRICT will convey to CITY title to said DISTRICT property by General Warranty Deed, providing a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind.
8. Loss or damage, prior to closing, shall be at the risk of the Party having actual or constructive possession of each respective parcel referred to herein.
9. If desired, CITY will pay the expense of an Owner's Title Policy for the tract being conveyed to it and each Party will prepare the Deed and Quitclaim on their respective tracts. It is the intention of DISTRICT to procure an Owner's Policy of Title Insurance at DISTRICT's expense regarding its acquisition of CITY Property. Accordingly, within 15 days from date of execution hereof, DISTRICT will procure a Commitment for Title Insurance from Alamo Title Company, together with legible copies of all instruments excepted to in said Commitment, and shall have a period from its acquisition thereof of 10 days to examine said Commitment to determine if the state of title to CITY Property is satisfactory to DISTRICT in its sole discretion. In the event the state of title indicated by said Commitment is not satisfactory to DISTRICT, DISTRICT will give CITY written notice of its objections thereto, and thereafter, if either party is or becomes of the opinion that said objections

cannot be satisfied, either party shall have the right, by written notice to the other party, to terminate this Exchange Agreement, and same shall become null and void. In the event no written notice of objection is given CITY within the above mentioned 10 day period, then the state of title set forth in the Commitment shall be deemed to be satisfactory to DISTRICT.

10. Such Agreement contains the entire consideration for the respective exchange conveyance of the said tracts described herein, there being no other written or parol agreement with any officer or employee of CITY or DISTRICT, or any other person.
11. Should construction be planned on said property, DISTRICT is aware of, and agrees to, comply with any and all platting or replatting requirements of CITY.
12. Closing will take place at the office of said Alamo Title Company, First RepublicBank Plaza, 175 E. Houston, Suite 200, San Antonio, Texas 78205, ATTN: Chris Varley, Vice-President, on a date to be mutually agreed upon by the Parties, at which time possession of each said tract will be given to each respective Party.
13. DISTRICT acknowledges that it is informed that Texas law prohibits contracts between the CITY OF SAN ANTONIO ("CITY"), being the other party to this Exchange Agreement, and any local public official ("official"), such as a city officer and employee of CITY agencies such as CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. DISTRICT certifies (and this Exchange Agreement is made in reliance thereon) that neither it, its individual officers, employees, or agents, nor any person having a substantial interest in this Exchange Agreement is an officer or employee of the CITY or any of its agencies.

EXECUTED this 13th day of March, 1991. (DATE LAST PARTY SIGNS).

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

HARLANDALE INDEPENDANT
SCHOOL DISTRICT

BY: _____

BY: *Santiago N. Loredo*

Typed Name: Rolando Bono

Typed Name: Santiago N. Loredo

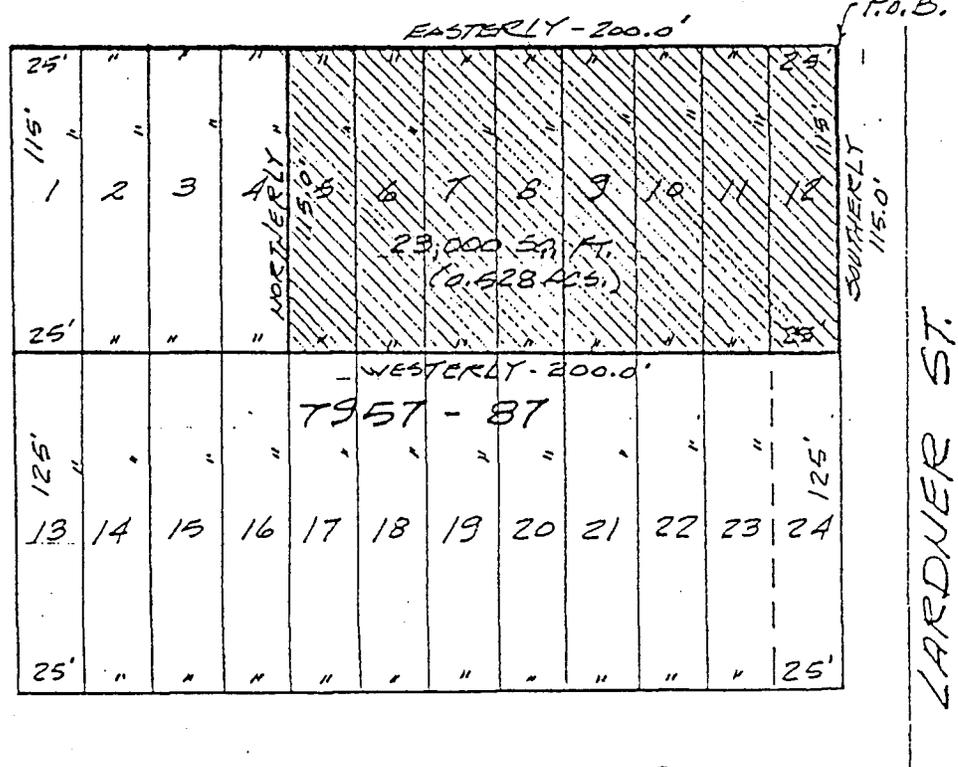
Title: *Rolando Bono*
Asst City Manager

Title: *Asst. Supt. Finance Office*



NORTH
SCALE - NTS

FITCH AVE.



PROPOSED LEARNING CENTER SITE - FITCH AVE.

EXHIBIT A
TO EXCHANGE AGREEMENT

APRIL 11, 1990



SCALE: 1" = 100'

HUTCHINS PLACE

P.O.B.

1026' TO THE SOUTHWEST CORNER OF HUTCHINS PL. & CLAMP AVE.

N. 89°55' E. - 50.00'

SET I.P.

FND. I.P.

MC COLLUM
HIGH SCHOOL

TERRELL WELL
JUNIOR HIGH SCHOOL

N.C.B. 9434
BLK. 339

N.C.B. 8366

NORTH - 660.00'
GARNETT AVE. (33,000 SQ. FT.)
(0.757 Acs.)
SOUTH - 660.00'

S. 89°55' W - 50.00'

SET I.P.

SET I.P.

PACKARD PL.
CLOSED ORD. 30167

LOT-25

LOT-26

N.C.B. 13097

BLK. 1

RECEIVED
FEB 08 1991

ROW ACQUISITION

CITY OF SAN ANTONIO
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
DRAWN BY: A. VE
DATE 2/6/91

PLAT SHOWING:

A TRACT OF LAND CONTAINING
33,000 SQ. FT. (0.757 Acs.)
BEING GARNETT AVE.
BETWEEN N.C.B. 9434, BLOCK
339 & N.C.B. 8366.

EXHIBIT B
TO EXCHANGE AGREEMENT

H-1924