

Harner

NPC:lk
7-12-66

AN ORDINANCE **34613**

AUTHORIZING EXECUTION OF AN AGREEMENT UNDER WHICH THE CITY WILL SUPPLY PLANNING SERVICES FOR THE SAN ANTONIO-BEXAR COUNTY ORGANIZATION FOR REGIONAL PLANNING.

* * * *

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

The City Manager is hereby authorized to execute an agreement under which the City's Planning Department will render planning services for the San Antonio-Bexar County Organization for Regional Planning. A copy of said agreement is attached hereto and incorporated herein by reference for all purposes.

PASSED AND APPROVED this 14th day of July, 1966.

ATTEST:

JH Inulman
City Clerk

M Maister
M A Y O R

APPROVED AS TO FORM:

S. S. Wolf
by J. Bruce Aycock
City Attorney

(26)

66876

DISTRIBUTION

DEPARTMENT	DATE	ORD. OR RESOL.	CONTRACT
AVIATION DIRECTOR			
STINSON FIELD			
BUDGET	7-14	1	
CITY MANAGER			
ASST. CITY MGR.			
CITY PUBLIC SERVICE			
CITY WATER BOARD			
COMMERCIAL RECORDER			
FINANCE DIRECTOR	7-14	1	1
ASSESSOR & COLL.			
CONTROLLER			
CORP. COURT			
INTERNAL AUDIT	7-14	1	
PROPERTY RECORDS			
PURCHASING			
FIRE CHIEF			
HEALTH DIRECTOR			
HOUSING & INSP. DIR.			
LEGAL	7-14	1	1
BACK TAX ATTY.			
CONDEMNATION ATTY.			
LAND. DIV.			
LIBRARY DIRECTOR			
PARKS & REC. DIR.			
PERSONNEL DIRECTOR			
PLANNING DIRECTOR	7-14	1	1
POLICE CHIEF			
PUBLIC INFORMATION			
PUBLIC WORKS DIR.			
ASST. DIRECTOR			
TRAFFIC & TRANSP. DIR.			
URBAN RENEWAL AGENCY			
OTHER:			

REMARKS:

J. H. INSELMANN

ITEM NO. 26

ROLL CALL VOTE

MEETING OF THE CITY COUNCIL DATE: JUL 14 1966

MOTION BY: Calderon SECONDED BY: _____

ORD. NO. 34613 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		✓	
FELIX B. TREVINO PLACE No. 7		✓	
GERALD PARKER PLACE No. 8		✓	
ROLAND C. BREMER PLACE No. 9		✓	

BRIEFED BY: Hamer

ADDITIONAL INFORMATION:
original to Planning Dept =

#1

NPC:lk
7-11-66

CONTRACT FOR PLANNING SERVICES

THE STATE OF TEXAS }
COUNTY OF BEXAR }

THIS AGREEMENT entered into this 13 day of July, 1966, by and between the San Antonio - Bexar County Organization For Regional Planning, hereinafter referred to as SABCORP, acting herein through its Acting Chairman, and the City of San Antonio, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "CITY," acting herein through its City Manager; witnesses:

WHEREAS, SABCORP is undertaking certain activities necessary for unified, far-reaching development of the Region within which it exercises its functions; and

WHEREAS, SABCORP desires to obtain from the CITY certain services in connection with such undertakings:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services. The CITY through its Planning Department shall furnish necessary services in regard to planning as are requested by the Chairman of the Executive Committee of SABCORP.

2. Time of Performance. The services provided for herein shall commence with the execution of this contract, and shall be continued for so long as SABCORP shall require the furnishing of such services; provided, however, that if it should become impractical for the CITY to furnish such services, the CITY shall have the option, upon due notice to SABCORP to terminate the furnishing of such services and supplies.

3. Compensation. It is understood and agreed that the CITY shall receive compensation from SABCORP equal to the actual cost to the CITY for such services rendered. Records of the time spent by employees in performing services and all other necessary and proper expenditures incurred in the performance of this contract

shall be kept by the CITY'S Finance Director and shall be available for inspection by SABCORP officials at all reasonable hours.

4. The City shall not subcontract any services covered by this contract or assign any interest in it without prior written approval of SABCORP, except that specific planning assignments may be given by the City Planning Department to other departments and agencies of the City of San Antonio.

5. Conflict of Interests. None of the persons performing services under this contract shall have any interests, nor shall they acquire any interests, direct or indirect, in any property which would conflict in any manner or degree with the performance of services hereunder.

IN WITNESS WHEREOF, SABCORP and CITY have executed this agreement in duplicate originals on this 13 day of July, 1966.

ATTEST:

Steve Jay
Secretary

BY:

SAN ANTONIO - BEXAR COUNTY ORGANIZATION
FOR REGIONAL PLANNING

Robert [Signature]
Chairman

ATTEST:

J. H. [Signature]
City Clerk

BY:

CITY OF SAN ANTONIO
[Signature]
City Manager

10/19/67
66-876

Mr. Bob Jones distributed to the Council proposed bylaws of the San Antonio-Bexar County Organization for Regional Planning, which also included a proposal to change the organization's name to the Alamo Area Council of Governments (AACOG) for the Council's consideration.

S 66-876
10/19/67



October 16, 1967

A

Dear SABCORP Member:

Enclosed are three copies of proposed new by-laws discussed by the Executive Committee at our Regional Planning Commission meeting last September 20. Please have all appropriate officials in your agency review these by-laws and call Bob Jamison or any member of the Executive Committee if you have any questions or suggested changes.

B

If any changes are necessary, they need to be made prior to our meeting of November 15 at which time the Regional Planning Commission should be in a position to approve the new by-laws. Subsequent to that date each of our 28 member government bodies will have to pass an Ordinance or Resolution adopting the by-laws but, thereafter any changes can be made by vote of the Regional Planning Commission representatives themselves rather than requiring a Resolution by each individual governing board.

C

Again, we would appreciate your reviewing this document as soon as possible and calling Bob Jamison or any member of the Executive Committee if you question any section of the by-laws.

O

Our Regional Planning Commission meeting of November 15th will be a luncheon meeting at the Arden Gove Party House and Mr. Terrell Blodgett, Assistant to Governor Connally, will be our guest speaker. We hope that at least two officials from each member government can attend this meeting.

R

Yours very truly,

Bob Jones

Bob Jones, Chairman
Executive Committee

BJ:bh

P

ARTICLES OF AGREEMENT AND THE
BYLAWS
OF THE
ALAMO AREA COUNCIL OF GOVERNMENTS



* * * * *

THIS AGREEMENT made and entered into by and between the member governmental units located within the Planning Region of the Alamo Area Council of Governments as set forth in the attached bylaws.

W I T N E S S E T H

The undersigned political subdivisions, pursuant to the authority granted by the 59th Texas Legislature which enacted House Bill 319, (Art. 1011m, V.A.T.S.) authorizing counties, cities, towns, school districts and other political subdivisions of this State to establish regional planning commissions, acting in performance and discharge of their governmental functions and in consideration of the mutual advantages to be derived therefrom did establish a Regional Planning Commission under the designation and name of the San Antonio Bexar County Organization for Regional Planning (SABCORP) and now be these presents do re-establish said Agreement as revised herein.

I.

The Regional Planning Commission established by the original Agreement and known as SABCORP shall hereafter be known as the "ALAMO AREA COUNCIL OF GOVERNMENTS" (AACOG).

II.

The organization, powers, duties, membership and functions of the association created hereby shall be as set forth in the Bylaws attached hereto and made a part hereof, under the terms and conditions in those Bylaws as stated or as they may be amended.

III.

Execution of these Articles of Agreement and the Bylaws shall be by minute order, resolution, ordinance or other signification of assent by the governing bodies of the respective governmental units represented on the Council. Governmental units eligible for membership pursuant hereto, which are not among the

original signatories, may execute this Agreement and designate representatives subject to the provisions herein.

EXECUTED this _____ day of _____, 1967.

ATTEST:

BYLAWS
OF THE
ALAMO AREA COUNCIL OF GOVERNMENTS

* * * * *

STATEMENT OF PRINCIPLES

WHEREAS, the San Antonio Bexar County Organization (for) Regional Planning commonly known as SABCORP has seen fit to amend its Articles of Agreement to hereafter be known as the Alamo Area Council of Governments (AACOG); and

WHEREAS, it is deemed advisable to make additional amendments to the Amended Agreement, hereafter to be referred to as the "Bylaws" of AACOG, under which AACOG will now operate; NOW, THEREFORE:

It is agreed between the Parties hereto, to amend the Bylaws to read as follows:

DEFINITIONS

SECTION I. In the construction of these amended Bylaws, the following definitions shall be observed.

A. "City" means any incorporated city, town, or village in Bexar County, Texas, or in nearby counties.

B. "Governmental Unit" means any city, town, village, authority, district or other political subdivision of the State of Texas occurring wholly or partially within the bounds of Bexar County or any county nearby Bexar County.

C. "Council" means the Regional Planning Council, hereafter to be called the Area Council, for Bexar County and nearby counties, under authority of H.B. 319 as passed by the 59th Legislature (Art. 1011m, V.A.T.S.).

D. "Region, Area or Regional" means the geographic area of Bexar County, Texas and counties adjacent to Bexar County.

NAME

SECTION II. The name of this planning organization shall be the Alamo Area Council of Governments, (AACOG).

PLANNING REGION DEFINED

SECTION III. The planning region shall consist of all of the geographic area of Bexar County and counties adjacent to Bexar County. The Executive Committee provided for hereinafter, if it deems it advisable, shall include areas in other nearby counties in planning projects and programs.

OBJECTIVES

SECTION IV. The purpose of AACOG is to encourage and permit units of government in the region to join and to cooperate with one another in regional planning for the purpose of improving the health, safety, and general welfare of their citizens; to plan for the future development of communities, areas and regions to the end that transportation systems may be more carefully planned; that communities, areas and regions grow with adequate street, utility, health, education, recreational, and other essential facilities; that needs of agriculture, business, and industry be recognized; that residential areas provide health surroundings for family life; that historical and cultural values be preserved; and the growth of the communities, areas, and regions be commensurate with and promotive of the efficient and economical use of public funds.

To carry out said purpose, AACOG is organized under this agreement to conduct all planning activities deemed appropriate by the Executive Committee provided for hereinafter relating to the developmental aspects of the region, including but not limited to: land use, transportation, housing, economic development, natural resources development, community facilities, statistical and informational facilities, physical planning, general improvement of living environments, and studies of general inter-governmental and/or regional problems and development of plans for solutions thereof by appropriate means.

Because of urban growth and development in metropolitan areas, problems have arisen and will continue to arise which so transcend the boundary line of local governmental units that no single governmental unit can make plans for their solution without affecting other governmental units in the region.

RESPONSIBILITIES OF AACOG

SECTION V.

A. The general responsibility of AACOG is to make studies and plans to guide the unified, far-reaching development of the area, to eliminate duplication, and to promote economy and efficiency in the coordinated development of the area. Plans for the development of the area may include recommendations on major thoroughfares, streets, traffic and transportation studies, bridges, airports, parks, recreation sites, school sites, public utilities, land use, water supply, sanitation facilities, drainage, public buildings, population density, open spaces, and other items relating to the effectuation of the objectives stated above.

B. The plans and recommendations of AACOG may be adopted in whole or in part by the respective governing bodies of the cooperating governmental units. AACOG may assist the participating governmental units individually or collectively in carrying

out any plans or recommendations developed by AACOG. AACOG may assist any participating governmental unit individually in the preparation or effectuation of local planning consistent with the objectives stated above.

ELIGIBILITY FOR MEMBERSHIP AND
THE MEMBERSHIP'S REPRESENTATIVES

SECTION VI.

A. The following lists the governmental units eligible for membership in the Area Council and their representatives:

1. Two representatives (elected officials) to be appointed by the governing body from each city in Bexar County other than San Antonio.
2. Two representatives (one or both being elected officials) appointed by Commissioners' Court of Bexar County.
3. One elected representative from each member school district in Bexar County to be appointed by the respective governing board.
4. One representative from each of the City of San Antonio public utilities and, of any other public utilities that are now, or that may be established as governmental units in Bexar County to be appointed by the respective governing boards.
5. One representative from the San Antonio River Authority to be a resident of Bexar County appointed by the Board of Directors of the San Antonio River Authority.
6. One representative of the Edwards Underground Water District who will be a resident of Bexar County appointed by that District's Board of Directors.
7. Two representatives (one or both being elected officials) to be appointed by the City Council of the City of San Antonio.
8. Counties adjoining Bexar County, namely Guadalupe, Comal, Kendall, Bandera, Medina, Atascosa and Wilson Counties, and cities located therein may join AACOG on the same basis and with the same rights and obligations as Bexar County and cities therein other than San Antonio. Other governmental units in counties adjoining Bexar County may join AACOG if the Executive Committee issues a written invitation to that governmental unit requesting their membership.
9. Any other governmental unit within Bexar County may join on the same basis and with the same rights and obligations as similar organizations in Bexar County.

B. Each governmental unit shall be eligible for representation only while remaining active in membership through payment of membership dues.

C. Each representative of the Council shall be entitled to one vote.

TERMS OF REPRESENTATIVES

SECTION VII. The terms of representatives of the Council who are elected officials shall run concurrently with their terms of elective office in their respective governmental units. Representatives of the Council who are officials of the various governmental units and who are appointed to serve the respective governmental units shall serve at the pleasure of the elected governing body of the respective governmental units.

DUES

SECTION VIII.

A. Membership dues of governmental units who become members of the Area Council shall be as follows:

1. Cities and Counties
 - a. All pay 3¢ per capita according to latest calculated population estimates
 - b. Minimum for cities over 1,000 population - \$200
 - c. Minimum for cities under 1,000 population - \$100
 - d. Minimum for cities under 500 population - \$50
2. School Districts
 - a. Over 25% of their population in urban areas - \$200
 - b. Less than 25% of their population in urban areas - \$100
 - c. Less than 10% of their population in urban areas - \$50
3. Utilities and special districts - \$200

B. Initially each member shall pay an amount equal to one year's dues to AACOG by January 31, 1968 or within 30 days of the date it executes this agreement, whichever occurs later. Effective with 1969, annual dues shall be due January 31 of each calendar year.

C. The Executive Committee is authorized to make additional financial agreements with member governments on an individual basis to provide for programs of benefit to that government.

ORGANIZATION, MEETINGS AND DUTIES OF THE AREA COUNCIL

SECTION IX.

A. The Area Council as a whole shall elect a Chairman and Vice Chairman from among its members to serve for a period of one year. The Chairman shall preside at all meetings of the Council. The Vice Chairman shall preside in the absence of the Chairman.

B. The Council as a whole shall meet twice each year at a time and place as decided upon by the Council.

C. The Chairman of the Council may call a special meeting of the Council when he deems necessary. The Chairman of the Council shall call a special meeting at the request of the Executive Committee. The Executive Director shall give written notice of each meeting.

D. A simple majority of the representatives at any meeting will be necessary for the conduct of business.

E. Council members shall serve without pay.

F. The Council as a whole shall be responsible for the general review of the operations of the Council and advise the Executive Committee on general policy.

EXECUTIVE COMMITTEE MEMBERSHIP

SECTION X. There shall be an Executive Committee, which shall serve as the Administrative Committee and Governing Body for the Council, consisting of the following representatives of the Council.

1. The two Bexar County Representatives.

2. The two City of San Antonio representatives.

3. One representative (an elected official) to be elected by the Council of Mayors from one of the incorporated cities that is a member of AACOG, provided that a minimum of six incorporated cities (other than San Antonio) maintain current membership. A second representative (an elected official) may be elected in the same manner if twelve incorporated cities (other than San Antonio) maintain their membership.

4. One representative to be elected jointly by the Utility Boards of the City of San Antonio, Edwards Underground Water District, San Antonio River Authority and Bexar Metropolitan Water District.

5. One representative (an elected official) to be elected jointly by the school boards of the member school districts, provided that a minimum of six school districts maintain their membership.

6. One representative (an elected official) from each of the following Counties that formally join AACOG: Guadalupe, Comal, Kendall, Bandera, Medina, Atascosa and Wilson.

MEETINGS AND DUTIES OF THE EXECUTIVE COMMITTEE

SECTION XI.

A. The Executive Committee shall elect from its members a Chairman and a Vice-Chairman who will serve for a period of one year. Should a vacancy occur in the

Chairmanship or Vice-Chairmanship of the Executive Committee the office shall be filled from members of the Executive Committee. The Chairman of the Executive Committee shall preside at its meetings. The Vice Chairman shall preside in the absence of the Chairman.

B. The Executive Committee shall meet on a regular periodic basis no less than once each month or upon call by its chairman, at a time and place designated by the Executive Committee.

C. A simple majority of the representatives of governmental units in Bexar County at any meeting will be necessary for the conduct of business. (The reason for this quorum requirement is that on a number of occasions items on the agenda will be of no interest to the surrounding counties).

D. The Executive Committee shall be responsible for the adoption of a budget with the approval of the Council as a whole.

E. The Executive Committee as the Administrative and Governing Body of the Council, is authorized on its own motion to exercise the following duties:

1. The Executive Committee shall determine the various regional plans to be developed by the Council.
2. The Executive Committee may contract with private firms and/or governmental units, including members, to perform any of the Council's planning functions.
3. The Executive Committee may appoint an administrative staff to perform any of the Council's planning functions.
4. The Executive Committee is authorized to contract with member governmental units for the performance of planning functions for said units at an agreed upon charge. This, of course, contemplates planning done on less than a regional basis.
5. The Executive Committee shall be responsible for the receipt, disbursement, and accounting for all funds of the Council.
6. The Executive Committee is authorized to apply for, contract for, receive and expend for its purposes any funds or grants from any participating governmental unit or from the State of Texas, Federal Government, or any other source.
7. The Executive Committee shall provide for an independent audit annually.
8. Any person entrusted with the handling of funds shall be bonded.

AMENDMENTS TO THE BYLAWS

SECTION XII. These Bylaws may be altered, amended or added to by oral vote or written ballots from the members, provided:

- (1) That notice of the changes shall contain a full statement of the proposed amendment or amendments; and
- (2) The enactment of the amendment shall require a majority vote of the membership.
- (3) Voting will be by written ballot if requested by any member.

~~66-876~~
~~66-876~~
~~66-876~~
66-876

Attach to
Imposed by law
Subcomp

October 25, 1967



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Dear SABCORP Representative:

The Executive Committee at their meeting of October 24, 1967 recommended two changes be made to the proposed bylaws, three copies of which were sent to you on October 16. Please make the following two changes to your three copies of these bylaws which will be voted on November 15, 1967 at our Regional Planning Commission meeting:

1. On page 6, at the bottom of the page, add Item 9.
"The Executive Committee is empowered to make transfers between expense accounts established in the approved budget and to use the contingency fund in any manner felt to be in the best interest of the organization as long as no change is made to the total budget approved by the Area Council."
2. On page 5, Section 10, Item 6, add the following:
"Each County representative will be permitted one-half (1/2) vote on any Motion before the Executive Committee. Provided, however, any two of the above specified member Counties may join their two one-half (1/2) votes into one (1) vote to be cast by one representative from either of the two Counties providing that such authority has been delegated by order of the Commissioners' Court of the respective Counties."

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R
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Our November 15 Regional Planning Commission meeting will be held at 12:00 noon at the Arden Grove Party House, 102 9th Street. We believe that the address by Terrell Blodgett, Administrative Assistant to Governor Connally, to the membership will be very valuable as it will represent the policy and thinking of the Governor regarding the future role of SABCORP. For this reason, we hope that two members from your organization can attend this meeting. Please notify our Secretary by November 7th at CA 3-5564 as to the number expected to attend in order that the meals may be ordered. A steak dinner will be served at a cost of \$2.75. We would appreciate receiving your reservations and money no later than November 13.

Yours very truly,

Robert E. Jamison,
Executive Director

REJ:bh

P.S. Please call me or any member of the Executive Committee by November 10 if you have any question regarding any clause in the bylaws so that we can be in a position to pass the bylaws prior to Mr. Blodgett's address on November 15.