

REGULAR MEETING OF THE CITY COUNCIL  
OF THE CITY OF SAN ANTONIO HELD IN  
THE COUNCIL CHAMBER, CITY HALL, ON  
THURSDAY, OCTOBER 3, 1968 AT 8:30 A.M.

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The meeting was called to order by the presiding officer, Mayor W. W. McAllister, with the following members present: McALLISTER, CALDERON, JONES, JAMES, COCKRELL, GATTI, TREVINO, PARKER, TORRES; ABSENT: None.

68-404 The invocation was given by Councilman Bob Jones.

68-404 The minutes of the September 26, 1968 Council Meeting were approved.

68-404 CITIZENS TO BE HEARD

1. Mrs. Ruth Woodard, 110 Bethune Street, Sutton Homes, and President of the Resident Council of Sutton Homes, explained to the Council that the statement made by Mr. Sance regarding the deplorable conditions at Sutton Homes at a previous Council meeting was not true. She wanted the Council to know that Mr. Sance was not authorized to make that statement for her group. Her group understood that they would have to work with the railroad in order to get the street through and this is what her Council will do.

Mayor McAllister thanked her for voicing her opinions.

68-404 First zoning case heard was case 3312 to rezone Lot 75, NCB 11889 from "A" Single-Family Residence District to "B-2" Business District located northwest of the intersection of Terra Alta Road and N. New Braunfels Avenue; having 87.82' on Terra Alta Road & 138.14' on N. New Braunfels Avenue.

Mr. Burt Lawrence, Assistant Planning Director, explained the proposed change which the Planning Commission has recommended be approved by the City Council.

Dr. Calderon stated he drives by this location every day and he would have to vote no on the proposed rezoning because he felt that "O-1" Office would be more compatible zoning for this location and not "B-2".

No one spoke in opposition.

After consideration on motion of Mr. Jones seconded by Mr. Torres, the recommendation of the Planning Commission was approved by passage of the following ordinance by the following vote: AYES: McAllister, Jones, James, Cockrell, Gatti, Trevino, Parker, Torres; NAYS: Calderon; ABSENT: None.

AN ORDINANCE 36,889

AMENDING CHAPTER 42 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN AS LOT 75, NCB 11889 FROM "A" SINGLE-FAMILY RESIDENCE DISTRICT TO "B-2" BUSINESS DISTRICT.

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68-404 Next case heard was zoning case 3408 to rezone Lots 1 & 2, NCB 2888 from "C" Apartment District to "B-2" Business District located southwest of the intersection of Colima Street and S. W. 18th Street; having 50' on Colima Street & 72' on S. W. 18th Street.

Mr. Burt Lawrence, Assistant Planning Director, explained the proposed change which the Planning Commission has recommended be approved by the City Council.

No one spoke in opposition.

After consideration on motion of Dr. Calderon seconded by Mr. Trevino, the recommendation of the Planning Commission was approved by passage of the following ordinance by the following vote: AYES: McAllister, Calderon, Jones, James, Gatti, Trevino, Parker, Torres; NAYS: Cockrell; ABSENT: None.

AN ORDINANCE 36,890

AMENDING CHAPTER 42 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN AS LOTS 1 & 2, NCB 2888 FROM "C" APARTMENT DISTRICT TO "B-2" BUSINESS DISTRICT.

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68-404 Next case heard was zoning case 3416 to rezone Lot 32, Blk. 4, NCB 11861 from "A" Single-Family Residence District to "O-1" Office District located northeast of the intersection of Nacogdoches Road & Rockhill Road; having 302.54' on Nacogdoches Road & 106.23' on Rockhill Road.

Mr. Burt Lawrence, Assistant Planning Director, explained the proposed change which the Planning Commission recommended be approved by the City Council.

Mrs. Addie Hillman of 118 Rockhill Road stated she did not oppose the rezoning but felt that there should be no entrance on Rockhill Road as there was enough traffic on this residential road now. The entrance should be on Nacogdoches Road.

Mr. Chester Swan, representing the applicant, stated at this time they did not know whether they would need an entrance on Rockhill Road as the plans have not been completed. He stated the owner planned to build a 3,500 sq. ft., one story building on the subject property and they might find it necessary to have an entrance on Rockhill Road.

Mr. Gatti explained that he drives on Rockhill Road every day, that it is heavily traveled, and that he would have to vote against the request unless there was a non-access easement along Rockhill Road on the subject property.

Mr. Torres commented that both the staff and the Planning Commission recommended the rezoning and made a motion to uphold the recommendation of the Planning Commission. The motion was seconded by Mr. Jones.

Mr. Gatti moved that the motion be amended so that there shall be no access to and from Rockhill Road, seconded by Mrs. Cockrell, the motion prevailed by the following vote: AYES: McAllister, Calderon, Jones, James, Cockrell, Gatti, Trevino, Parker, Torres; NAYS: None; ABSENT: None.

On roll call, the amended motion to uphold the recommendation of the Planning Commission provided however, that there shall be no access to and from the premises and carrying with it the passage of the following ordinance was passed and approved by the following vote: AYES: McAllister, Calderon, Jones, James, Cockrell, Gatti, Trevino, Parker, Torres; Nays: None; ABSENT: None.

#### AN ORDINANCE 36,891

AMENDING CHAPTER 42 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN AS LOT 32, BLK. 4, NCB 11861 FROM "A" SINGLE-FAMILY RESIDENCE DISTRICT TO "O-1" OFFICE DISTRICT, PROVIDED HOWEVER, THAT THERE SHALL BE NO ACCESS TO AND FROM THE PREMISES TO ROCKHILL ROAD.

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68-404 Next zoning case heard was case 3424 to rezone Lot 4, NCB 11635 from "A" Single-Family Residence District to "I-1" Light Industry District located on the north side of Callaghan Road, 674.76' southwest of the cut-off line to Bandera Road; having 193.80' on Callaghan Road and a depth of 446.54'.

Mr. Burt Lawrence, Assistant Planning Director, explained the proposed change which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration on motion of Dr. Calderon seconded by Mr. Parker, the recommendation of the Planning Commission was approved by passage of the following ordinance by the following vote: AYES: McAllister, Calderon, Jones, James, Cockrell, Gatti, Trevino, Parker, Torres; NAYS: None; ABSENT: None.

AN ORDINANCE 36,892

AMENDING CHAPTER 42 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN AS LOT 4, NCB 11835 FROM "A" SINGLE-FAMILY RESIDENCE DISTRICT TO "I-1" LIGHT INDUSTRY DISTRICT.

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68-404 Next case scheduled to be heard was zoning case 3427. Mr. Burt Lawrence explained that the attorney for the applicant had requested postponement.

Mr. John Davidson, Attorney for the applicant, explained that his client was called out of town and he had notified by letter, all the opponents in this case that he was requesting postponement and that no opponents were present in the Council Chamber this morning.

After discussion, the Mayor stated the case would be postponed for a period of four weeks.

68-404 The Clerk read the following ordinance:

AN ORDINANCE 36,893

MANIFESTING A ONE-YEAR EXTENSION OF THE CONTRACT WITH THE SAN ANTONIO CHAMBER OF COMMERCE WHEREBY IT CONDUCTS CIVIC ADVERTISING FOR THE CITY AND AUTHORIZING

PAYMENT TO THE CHAMBER OF \$185,000.00  
WITH THE PROVISION THAT OUT OF SUCH SUM  
THE CHAMBER WILL PAY \$25,000.00 TO THE  
SYMPHONY SOCIETY OF SAN ANTONIO FOR THE  
PURPOSE OF ASSISTING IN SUCH ADVERTISING  
PROGRAM.

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Mr. Carl White, Assistant Finance Director, explained that although the money was in the budget, an ordinance was necessary to pay the money to the Chamber of Commerce.

On motion of Mr. Gatti, seconded by Mr. Jones, the ordinance was passed and approved by the following vote: AYES: McAllister, Calderon, Jones, James, Cockrell, Gatti, Trevino, Parker, NAYS: None; ABSENT: Torres.

68-404 Item number two on the agenda, regarding accepting a report of the Task Force Committee pertaining to pollution protection of the Edwards Recharge Zone in Bexar County, was withdrawn from consideration at the request of the City Manager.

68-404 The Clerk read the following ordinance:

AN ORDINANCE 36,894

DETERMINING THAT THE PREMISES LOCATED AT  
1608-08½, 1610-1-½, 1612-12-½, AND 1606-½  
EAST CARSON, CONTAIN OR CONSTITUTE A CON-  
DITION WHICH IS DEEMED A NUISANCE, A FIRE,  
HEALTH AND SAFETY HAZARD, AND THE CITY  
ATTORNEY IS DIRECTED TO FILE SUIT IN A COURT  
OF COMPETENT JURISDICTION TO HAVE THE  
NUISANCE ON SAID PREMISES ABATED AND TO HAVE  
THE COST OF SUCH PROCEEDINGS AND ABATEMENT  
ASSESSED AGAINST THE OWNERS OF SAID PREMISES.

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Mr. George D. Vann, Director of Housing and Inspections, explained that on February 19, 1968, he had notified by certified mail, John Hall and Aileen Hall Blass, Co-Independent Executor, and Co-Independent Executrix, of the Estate of Lena Vogt, Deceased, the former owner, of the existing conditions on the premises which constituted dangerous premises. Again on September 9, 1968, a notice was mailed by Certified Mail notifying them that a hearing would be held at 9:00 A.M. October 3, 1968 at the Council Chamber, City Hall, San Antonio, Texas. However, the representatives are not present in the Council Chamber this morning.

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After discussion by the Council, on motion of Mr. Torres, seconded by Mr. Trevino, the ordinance was passed and approved by the following vote: AYES: McAllister, Calderon, Jones, James, Cockrell, Gatti, Trevino, Parker, Torres; NAYS: None; ABSENT: None.

68-404

The Clerk read the following ordinance:

AN ORDINANCE 36,895

DETERMINING THAT THE PREMISES LOCATED AT 118 SOUTH MONUMENTAL, CONTAINS OR CONSTITUTES A CONDITION WHICH IS DEEMED A NUISANCE, A FIRE, HEALTH AND SAFETY HAZARD, AND THE CITY ATTORNEY IS DIRECTED TO FILE SUIT IN A COURT OF COMPETENT JURISDICTION TO HAVE THE NUISANCE ON SAID PREMISES ABATED AND TO HAVE THE COST OF SUCH PROCEEDINGS AND ABATEMENT ASSESSED AGAINST THE OWNERS OF SAID PREMISES.

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Mr. George D. Vann, Director of Housing and Inspections, explained that on June 4, 1968, Mr. Leslie Rothman was notified by Certified Mail that the conditions existing on the premises located at 118 South Monumental constituted a dangerous premises. He was given thirty days to either demolish or repair the vacant residence structure.

On September 19, 1968, Mr. Rothman was notified by Certified Mail that a hearing would be held at 9:00 A.M. on October 3, 1968; however, he is not present in the Council Chamber this morning.

Mr. Vann stated that his department, after the ordinance has been passed, will continue to work with the owner of the residence, Mr. Leslie Rothman, to see what could be done.

After discussion by the Council on motion of Mr. Gatti seconded by Mr. Torres, the ordinance was passed and approved by the following vote: AYES: McAllister, Calderon, Jones, James, Cockrell, Gatti, Trevino, Parker, Torres; NAYS: None; ABSENT: None.

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68-404 Mr. George Vann explained that the statements made by Mr. Raul Rodriguez regarding the demolition of the house on San Marcos Street was not done by the City. He stated that the structure had been inspected by his inspector some time ago and found to be below minimum standard and a letter was sent to the owner to this effect. However, the owner stated that she could not afford to bring the buildings up to the minimum standard. Later on she sold the property to Mr. John Beretta who had the buildings demolished because it was not economically feasible to repair them. Now there is a parking lot at this location.

The Mayor thanked Mr. Vann for his report.

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68-404 Item number five, on the agenda, authorizing the City Manager to execute an agreement with Bexar Metropolitan Water District relating to the collection by said District of sewer charges imposed by the City of San Antonio, was postponed one week at the request of the City Manager.

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68-404 Item number seven on the agenda, an ordinance amending Ordinance No. 28,861, which provides for payment to the City Water Board for collection of the sewer service charge, was also postponed one week at the request of the City Manager.

Mr. Al Tripp, Assistant Convention Bureau Director and a member of the Committee for Post-Fair Promotion and Advertising, presented the following report.

"As per your directive the committee made up of Francis Vickers, Dick Balmos, Al Tripp, Bill Lindquist and Walt Warner is submitting herewith a proposed 90-day interim period campaign for promotion and advertising for the Post-Fair grounds. It is to be noted that after a preliminary campaign was established, the committee met with contracted and prospective concessionaires to finalize the proposed campaign. In addition, the concessionaires were requested to, and did, formulate an advisory committee made up of the following people: Mr. John Monfrey, Chairman (House of Sir John Falstaff); Mr. Tommy Eakins (Servomation); Mr. Howard Bargreen (Century Souvenir Company); Mr. John Moore (Mini-Monorail); and Mr. Al Tripp (Convention Bureau).

The City Staff Committee can state without any reservation that a definite spirit of unity exists between concessionaires and the City in the promotion and advertising of the Post-Fair grounds. Within the coming week the committee will submit for your approval a proposed basic 90-day interim budget. The budget will incorporate the campaign outline which is as follows:

A. Promotions

1. Contests - naming of site
  - a. 3-week duration
  - b. General promotion and public involvement
  - c. Prizes

Mr. Gatti: Who would the judges be?

Mr. Tripp: Members of the news media, the City Council, and any other people who might be involved in promoting and advertising this.

Mr. Gatti: You ought to get the news media and then they can't knock it.

Mr. Gatti: Are we going to close from the 6th until the opening date?

Mr. Douthit: No.

Mr. Tripp: No, we will open Monday.

Mr. Torres: Do you think two weeks will give you ample time?

Mr. Tripp: It's hard to say. We really don't know. But we don't want the thing to die.

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Mr. Torres: My thinking on this is that if you could have the opening in conjunction with, say a national holiday, for example: November 11th or the Saturday before. This is my own idea. I kind of think this opening day should be in conjunction with a national holiday. I have made public a proposal for the dedication of the site which I will pursue at the next Council meeting as I wasn't prepared for this this morning, which will fall in line if we could have the opening on November 11th. I think it would be a natural for the idea I have in mind. Anyway, I do think that October 19th is cutting it too close. Not only that, I don't see how the Fair people and the concessionaires who are leaving are going to terminate the activity in phasing out by that time. I think on October 19th you will still have considerable activity in phasing out on the part of some of the people over there.

Mayor McAllister: Since we are receiving communications from the foreign governments in regard to the material they will leave here, the thought occurs to me that we won't reach the point of knowing what we have got until after reassembling it in proper order. Frankly, I'm like Mr. Torres, I question that you can get ready. You can't possibly be ready by that time.

Mr. Tripp: I don't think we really know how long that it is going to take.

Mayor McAllister: I have a letter from Minister Fraga of Spain and he has personally agreed to give us 90% of what is in the Spanish exhibit at the present time. It will be a very, very valuable attribute to the museum. Now whether we keep the same place or whatever we do has not yet been determined.

Mr. Tripp: I think an honest answer from the Staff about when the entire area will be completed would be by spring.

Mayor McAllister: I think you had better allow yourself a little more time and I think Councilman Torres' suggestion of November 11th is certainly a better time than October 19th for the opening.

Mr. Tripp: We can do it in conjunction with the contest if the Council approves the contest. The following is suggested plans for the opening day ceremonies:

## 2. Grand Opening Ceremonies

- a. Saturday, October 19, 1968
- b. Special events (downtown parade, ceremonies, etc.)
- c. Special promotion and advertising
- d. Area distribution

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3. Area and State
    - a. Free grounds admittance passes through newspapers
    - b. Special discount coupons to concession activities through newspapers
    - c. Special discount tickets to Tower through newspapers
  4. Shopper's Special buses to Gate 1.
  5. Lunch hour - 11:00 a.m. to 2:00 p.m. - specials
  6. Flea Market
  7. On grounds street dancing
- B. Grounds - Free entertainment
1. Arriaga Family - Mexico
  2. Wild West Show - San Antonio
  3. City Recreation Department
  4. Local and area high schools and colleges
  5. Local and area civic, service, and non-profit groups
  6. Special event days
- C. Advertising
1. Billboards - statewide
  2. News media (television, radio and newspaper)
  3. Bus-cards, bumper stickers, posters, etc.
  4. Downtowners Association, community centers and area business establishments
- D. Grounds directional signs
1. Free entertainment locations
  2. Listing of concessions
  3. Listing of daily and special events
  4. Listing of concessionaires' special discount items

There are many other items in connection with the campaign that have not been finalized by the two committees for your consideration. The majority of these items will be area promotional items directed toward attendance. In every instance a theory of public involvement has been the basic consideration.

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Reverend James: I like the idea of the contest and I like the idea of the judges. The only thing I would add is that we include a broad based group of citizens with the judges in addition to the news media, the Council and whoever else. But citizens should be included too.

Dr. Calderon: I think the more judges you have the more problems you will have in selecting a name.

Mr. Douthit: I'd like to say that the Witte Museum voted yesterday to take over the Confluence Museum and have budgeted \$88,000.00 for that purpose.

Mayor McAllister: There is no question of course that the Witte Museum with its staff, which is the most competent group we have here in the City, should be able to handle this.

I want to say Mr. Tripp, that I am well pleased with the suggestions you have made and the amount of work that has gone into this. I can't say that I am prepared to give complete approval of all these items without a little more mature consideration and without hearing from other people, but certainly you have made a very good report.

I would suggest Mr. Douthit, to give the Council and the citizens some idea of the factors involved, that we get a report next Thursday from Mr. Vickers. I have been chatting with him informally and am amazed at the number of uses of the Convention Hall that have occurred since they opened in January of this year to the end of the year and they are booked already far in advance. Also some report on the number of Conventions per year, a temporary report of course, that will post the Council and the citizenry upon the very fine use of the funds indebted to the Convention Center Complex.

Mr. John Monfrey, Chairman of the Advisory Committee on Post-Fair Promotion and Advertising: I couldn't help but overhear the comments of the Honorable Mayor and Councilman Torres. I think one thing we can't overlook, perhaps we are rushing things too much, but one very, very important concept is that we don't lose continuity. I am very mindful of the fact that at the first meeting we had there were some 30 concessionaires and people who have already executed contracts or are contemplating doing so and you are talking about people who wish to remain after a 90-day concept. We can't take the stand that in this 90-day period we are going to phase everything out. It's true that there is going to be some confusion. I think we are all confused as to what buildings are going to be retained and which demolished. We are all in a state of confusion. But I do think in this relatively short time that Mr. Douthit, Al Tripp and others who are concerned with this have done an outstanding job in reaching the point they have currently reached. Now it is up to this committee, and I might add they receive this most enthusiastically and they represent some substantial concessions there on the site.

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Maybe the 19th of October is a little early but this doesn't preclude having another opening. A promotional gimmick is what this is and the public are creatures of habit. If we get them out of the habit of attending the site, it is going to be a little more difficult getting them there later. Let's stay with the continuity that we have in mind even if it is a little premature.

I don't think we are going to visualize trucks and wrecking crews and what have you throughout the day. I think there will be intelligent phasing out programming. It will be done intelligently as I think we are all hopeful that the whole project will be. We must not lose sight of the fact that 30 or 40 concessionaires who have invested their money to this and will continue to invest their money, we can't expect them to just sit there and wait for 90 days.

We had a purpose for a 90-day interim. Let's use it as much as possible. We are going to make many mistakes and I don't think any of us can sit here today and say this is going to be perfect, the people are going to come. It's not going to be that easy. We're going to need the complete enthusiasm of everybody in the city. It's got to be a community project. We have to take everyone into consideration and must not lose sight of the fact that the key to everything is continuity. We can't just shut down for two weeks. If this is the case, let's close it for two weeks and then reopen, but I don't think the concessionaires want to do this because they have backed it up with their dollars.

At a meeting yesterday, the Committee agreed, as Mr. Tripp commented, they want to coordinate the advertising dollars, the promotional efforts, together with that portion of the City and the Chamber, and, as a matter of fact, agreed to having the same agency do it. I think we have a great deal of enthusiasm and I'd hate to lose it at this point because of the phasing out. Let's be concentrating on an intelligent phasing out and maintain the continuity of the place.

I heard your remarks about Spain leaving 90% of their contents there. I am reminded of what happened in Montreal. They did not wait for these countries to offer them whatever they had in their facilities. The Mayor went to them and asked them to leave them. Maybe we ought to take that approach. There are many items over there that in our future plans we will want. Let's be a little bit forward, and try to promote them and keep them here instead of packing them and sending them away.

Mayor McAllister: Let me say to you Mr. Monfrey, that the answers from the foreign countries have come as a result of my request over a week ago. Also I want to say that since you have pointed out the desirability of continuity, there is no objection as far as I am concerned to the 19th of October, but we certainly are not going to have a completed area by that time. If you want to have a celebration and opening at that time, all well and good, but we can't expect to have the grounds rearranged, the old buildings torn down, cleaned and all that. They don't have to work over there on that Saturday and probably won't work on that Saturday and if the concessionaires who are putting up their money to specialize and draw attention to it in the way of advertising, that is your opinion as to the date you want.

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Mr. Monfrey: All of the concessionaires are aware of the fact that it couldn't possibly be ready by the 19th. But they are also aware of the fact of this continuity and even with the phasing out project which I am sure will be done intelligently, I think it would be a good idea to stay with the 19th. We could have another opening with a national holiday - November 11th, or Thanksgiving or Christmas holidays. But let's not lose sight of the fact that these people are obligated for 90 days. We don't know what is going to happen on the 91st day.

Councilman Jones: I think we ought to go ahead with their opinions since they have studied this matter and due to the fact that there are a lot of people who will come to the Fair area to watch the demolition.

Dr. Parker: It's going to be several months before they get the gardens in there and then at that time we can have another big opening in six months or so.

Dr. Calderon: The question I had is by what date should we come up with a name for the site?

Mr. Monfrey: I think the general public has been informed that we will have a contest within the time of two or three weeks. I think our Councilwoman Mrs. Cockrell came up with a name. I concur with some of the thinking that we should not lose the word HemisFair in some form. There have been a lot of pros and cons and dollars spent for or against it, but nonetheless, I think it is an intelligent approach to use the word HemisFair in some form.

Dr. Calderon: I think the opening should correspond with the naming of the area.

Mr. Monfrey: That's a good point.

Mayor McAllister: Why not have the contest on the 19th if that is when you want the opening.

Mr. Monfrey: Yes, select the name on the 19th. We can do it right there on the site.

Mr. Douthit: May I ask a question here? What is the thinking of the Council on selecting the committee to pick the name?

Mayor McAllister: The committee will make a selection which will be approved or confirmed by the Council, because the naming of it rests with the Council.

Mr. Douthit: What I am getting at is does the Council wish to name the Committee, or do you want someone else to?

Mayor McAllister: Mr. Tripp has made some suggestions. He suggested the committee be made up of the news media, television, radio, newspapers, and the Council.

Mrs. Cockrell: If the Council has the immediate say so, I suggest they not be on the committee but have representatives of the Planning Commission and perhaps the Fine Arts Commission.

Mr. Monfrey: I think it should be broad based in order to get community wide interest in this.

Mr. Gatti: We'd ask people to send the names to the committee, and then the committee would screen the names. Perhaps send them to the City Clerk. The committee could then recommend number one, number two and number three choices to the Council.

Mayor McAllister: I just want to say Mr. Monfrey, that I am delighted that you and the other concessionaires are motivated to stay there. I look upon this area and its possibilities as something that will really and truly be an outstanding asset to the City of San Antonio as time goes by.

Mr. Monfrey: I think we have generated in the relatively short time we have had a great deal of enthusiasm among those people. I can assure you of that. Thank you very much.

Mrs. Cockrell: I want to add some comments in connection with the possibility of the development of additional exhibits in museums on the site. The one that has been proposed by the staff, the Confluence Museum is an excellent thought and I hope we will have a lot of attractive museums for what we have been left by the foreign countries. In addition to this, I think we need to develop other exhibits because there have been so many for the visitors to see that have come to the Fair and I think they will be disappointed if there is not more of an exhibit area for them to view. Several suggestions that I have made to the Council in the form of a memorandum, might be researched by the staff and investigated as to their practicability. If it would meet with the Council's approval, I would like to ask that we have a formal report from the staff on several of these suggestions or any others that council members may have to improve the types of exhibits. I think in addition to the restaurants and the wonderful promotion ideas that have been advanced here, there has to be exhibits for people to see when they come that are interesting and will help to draw them to the site.

One additional item in connection with the Fair site that I am a little concerned with since our walking tour the other day that some of the Council expressed interest in having a little bit longer to consider some of the areas before the final decision was made as to the removal of those facilities.

One facility I was concerned with was the Pepsi-cola facility and I thought that perhaps the order to have that removed could be evaded until we have time to consider it. As I understand it, those things that we have not already labeled definitely permanent are all ready to be removed.

Mayor McAllister: Does it meet with the approval of the Council that we commend Mr. Tripp and his group for the fine work that they have done and that they proceed along the line of the general outline that was submitted? Of course the expenditure of funds would have to be approved. That is a different proposition. But go ahead with the contest and Mr. Tripp, set the contest up so that you get the selection arranged for the day of the grand opening.

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Mr. Douthit: I would like to go back to one point that Mrs. Cockrell brought up. We have notified the Pepsi-Cola/Frito-Lay people to tear out that area where the Flying Indians are, to provide a parking lot for the Tower. If the Council does not wish this to be done, then I must notify them immediately to hold up on it.

Dr. Calderon: How many parking spaces would you have created as a result of the removal?

Mr. Fischer: The answer to your question depends upon how you operate it. It would have space for between 45 and 60 parking spaces with the conventional shopping center, self-park type of parking. It is entirely possible that we will have to have controls on it anyway to make sure the space is used properly and if we do this and run into an attendant-park operation we could put from 100 to 125 cars in that same area. With regard to this particular area, there are perhaps four factors that need to be considered on this. That this Frito-Lay exhibit is almost at the back door of the arena. Location wise the site is not the best site for very many uses. There is no shade on this other than that cast on the area by the arena itself. We have other similar areas such as the Gate 2 area which Mr. Tripp mentioned as going to be used by the Recreation Division. But even more important is that we have a restaurant there that needs convenient, accessible, visible parking or the Tower Restaurant will have a hard time making a success.

Mrs. Cockrell: How much closer is this than the parking under the Lake Pavilion?

Mr. Fischer: There is very little difference. I think the difference is somewhere around 50 to 100 feet, but the Lake Pavilion parking area is not readily accessible. You remember we have to go all the way around the lake to get into the area and it is certainly not visible to people who come into the site from Market Street and whereas the area where the Frito-Lay Pavilion is as soon as you turn off Market Street you will be looking right at the parking area for the Tower.

Mr. Jones: What is the construction of those two buildings?

Mr. Douthit: They are temporary type construction. But the steak house is permanent construction and is to stay.

Mayor McAllister: I suggest that the Council is not ready to act on the parking areas that are contemplated and that Mr. Fischer prepare a large scale of the whole thing and outline on there the parking area and have a special map of each particular area with a strip to show us exactly what we can do. He may have done that already, but the Council doesn't have it and I think the Council should have it. As soon as that is available we are willing to meet and see if we can't come to a decision on it. I feel we haven't given it enough thought yet.

Mr. Douthit: Perhaps I should notify the Frito-Lay/Pepsi-Cola people that we are holding that in abeyance. Now there wouldn't be any question about the structures located in the right of way like IBM or Ford?

Mayor McAllister: No, they are all temporary all the way to the lake building.

68-404 The Clerk read an ordinance authorizing negotiation for and execution of a contract with the City Water Board for chilled water service to the Fiestaland area during the three month period beginning October 7, 1968.

The following discussion took place:

Mr. Douthit: I'd like to make a recommendation on that. The Water Board charges 7¢ a ton on short term contracts. I would like to delete that 90 days from the ordinance and maybe we can enter into a long term contract which would lower that to about 2¢ a ton. I just found this out last night.

Mayor McAllister: You're not contracting for any particular amount because the demand, or the number of units they have going depends on the demand. They have their installation on the basis of 2,000 ton units.

Mr. Gatti: There is no damage if you cancel the contract is there?

Mayor McAllister: Does any member of the Council object to Mr. Douthit's suggestion being carried out?

City Clerk: In other words enter into a contract with the Water Board which will not be limited to three months?

Mayor McAllister: That's right.

The ordinance was corrected to read as follows and on motion of Dr. Calderon, seconded by Mr. Gatti, was passed and approved by the following vote: AYES: McAllister, Calderon, Jones, James, Cockrell, Gatti, Trevino, Parker, Torres; NAYS: None; ABSENT: None.

AN ORDINANCE 36,896

AUTHORIZING NEGOTIATION FOR AND EXECUTION  
OF A CONTRACT WITH THE CITY WATER BOARD FOR  
CHILLED WATER SERVICE TO THE FIESTALAND AREA  
BEGINNING OCTOBER 7, 1968.

\* \* \* \*

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68-404

The Clerk read the following ordinance.

## AN ORDINANCE 36,897

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN PORTABLE POWER CENTERS FROM THE BRENNER COMPANY FOR THE CONVENTION CENTER OF SAN ANTONIO AND APPROPRIATING \$13,900.00 FROM 489-05 CONVENTION CENTER BOND FUND FOR PAYMENT OF SAME.

\* \* \* \*

Mr. John Brooks, Purchasing Agent: When the Convention Center was constructed, the specifications called for 40 power centers which are located in the exhibition hall and provide 210 and 220 current to various exhibits that will be in there. In the contract there was a rider that said we could buy additional items if needed and additional power centers if needed at a later date. The time of this rider is expiring and the Convention Center needs 20 additional units. These units are at the same price as the original contract. It is recommended that this ordinance be passed to enable us to buy these 20 additional power centers. When there is a convention and they have exhibits in the hall these power centers plug into this large power and redistribute 110, 220 or whatever power is needed by the exhibitors. There is 480 volt power in the base of the concrete floor at this time.

Mayor McAllister: It is a combination transformer?

Mr. Brooks: Yes, sir.

On motion of Mr. Jones, seconded by Dr. Parker, the ordinance was passed and approved by the following vote: AYES: McAllister, Calderon, Jones, James, Cockrell, Gatti, Trevino, Parker, Torres; NAYS: None; ABSENT: None.

68-404

The Clerk read the following ordinance.

## AN ORDINANCE 36,898

AUTHORIZING EXECUTION OF THIRTEEN (13) CONTRACTS FOR OPERATION OF VARIOUS CONCESSIONS IN THE CIVIC CENTER AREA AFTER OCTOBER 6, 1968.

\* \* \* \*

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Mr. John Brooks, Purchasing Agent: These additional 90-day contracts consist of the following: South Korea Boutique, India Boutique, Ferdinands Stuffed Toys; Barbeque Food Concession; Gay Nineties Food & Drink; U.S. Postage Stamp Vending Machine; Camera Film Stand; Two Warehouse facilities for Frontier Enterprises and Servamation; and the contract with Bugsperts to continue the extermination and control of various types of bugs and rodents in the area. There are two additional contracts that Mr. Walker and Mr. Frazer will explain.

On motion of Mr. Gatti, seconded by Mr. Trevino, the ordinance was passed and approved by the following vote: AYES: McAllister, Calderon, Jones, James, Cockrell, Gatti, Trevino, Parker, Torres; NAYS: None; ABSENT: None.

68-404 The Clerk read the following ordinances and after discussion on motion made and duly seconded were each passed and approved by the following vote: AYES: McAllister, Calderon, Jones, James, Cockrell, Gatti, Trevino, Parker, Torres; NAYS: None; ABSENT: None.

AN ORDINANCE 36,899

AUTHORIZING EXECUTION OF A CONTRACT WITH TOMMY WORRELL, INC., FOR PERFORMANCES OF TOMMY WORRELL WILD WEST SHOW IN FIESTALAND FOR 4 WEEKS BEGINNING OCTOBER 7, 1968, AND AUTHORIZING PAYMENT THEREFOR OUT OF ACCOUNT 26-01-01 IN THE SUM OF \$450.00 PER WEEK. (18 performances a week, Friday, Saturday and Sunday, six times a day)

\* \* \* \*

AN ORDINANCE 36,900

AUTHORIZING EXECUTION OF A CONTRACT WITH GEORGE BRADY TO PROVIDE ENTERTAINMENT BY THE MORA-ARRIAGA FAMILY IN FIESTALAND FOR 4 WEEKS BEGINNING OCTOBER 7, 1968, AND AUTHORIZING PAYMENT THEREFOR OUT OF ACCOUNT 26-01-01 IN THE SUM OF \$1300.00 PER WEEK. (5 shows a day, 6 days a week)

\* \* \* \*

AN ORDINANCE 36,901

ACCEPTING THE PROPOSAL OF EVERS SAFE PEST CONTROL COMPANY, INC. AND MANIFESTING A CONTRACT FOR THE CONTROL OF RATS, MICE, ROACHES, ETC., IN BUILDINGS LOCATED ON THE FIESTALAND AREA FOR THE PERIOD OCTOBER 7, 1968 TO DECEMBER 31, 1968 FOR THE SUM OF \$1,912.00

\* \* \* \*

68-404

The Clerk read the following ordinance.

## AN ORDINANCE 36,902

AUTHORIZING EXECUTION OF A CONTRACT WITH  
THE LONE STAR BREWING COMPANY FOR OPERATION  
OF THE LONE STAR PAVILION IN THE CIVIC CENTER  
PROJECT AREA AFTER OCTOBER 6, 1968.

\* \* \* \*

City Attorney Walker: Let me give you a brief explanation of just what is involved in these two contracts (1) with Lone Star and (2) with the Mini-Monorail.

I think you all know that the proprietor interest of the City at the present time within the HemisFair area extends only to July of 1969. Therefore, whenever it was suggested that we execute 10, 15 & 25 year leases and contracts, we objected to it first of all because our proprietary interest if this land is not acquired by purchase, will cease in July, 1969 and obviously any lease or contract extending beyond that time would be unimportant. Any contract which the City enters into that is legally unenforceable places the City's position in jeopardy. That was the first point of law. The second point of law that bothered us was this: The statute reads as follows: "Any real estate except real property not fit for human habitation or real property declared substandard by any governmental agency acquired in an Urban Renewal Area may be temporarily leased by the City provided that any such temporary lease shall provide for the right of cancellation." Now apparently when the Sky Ride was entered into, this was ignored. But I didn't want to ignore it with reference to these two contracts. Now we explained our legal problems to Lone Star and they were very cooperative and very understanding. We have now arrived at a contract that I think is satisfactory and I think we can both live with.

As far as the Lone Star Lease is concerned, substantially what it will provide is this. First of all the first question we raised and objected to was terminology in the original draft which implied that only the land area was being leased. I wanted it also to show that the building was being leased because we are contending that the buildings are ours and if we enter into any contract in which we do not maintain that position we jeopardize our position in every building over there. That has now been rewritten and it now provides that the property shown on the exhibits and the improvements thereon belong to lessor, that is the City. That took care of that primary objection. Now we come on down as to the term of this lease and I think Council should understand what is involved here. First of all we are making this lease subject to all the covenants and restrictive conditions that are contained in our contract. We call it a cooperation agreement with Urban Renewal. I think you all know that Urban Renewal, under state law is a body corporate and politic and therefore this property belongs to Urban Renewal. It does not belong to the City of San Antonio. That's the first point that is involved here. We're making a provision here that these agreements are subject to these restrictions, whatever they are and then if we should ever get into court over this thing nobody can say we didn't know this and you didn't tell us.

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It's now in the contract. We cite in here that we have been in possession of these premises by virtue of our cooperation agreement with Urban Renewal and that we propose to go into the actual possession as of October 7th, which I mean physical possession that we are speaking of and also under our agreements with the Urban Renewal Agency. Then we point out this shall be deemed a temporary lease. You can understand why I wanted that language having read the state law to you. That is what we are asking for. This is a temporary lease pending the acquisition of the property by the lessor.

Now in your cooperation agreement you have a clause in there that states that for the sum of two million and some dollars, I have forgotten how much, we are going to acquire this area and we are going to do it within a time that we all thought we were going to be able to make at the time the agreement was entered into. We are assuming that if and when that acquisition comes, at which time title will then vest in the City. Now what is title vest in the City? We are no longer bound by the Urban Renewal restrictions because that land and property then belongs to the City and we can do with it what ever we want so long as the use is not an illegal use. Once we get the possession, this lease provides, this being understood that the lessor has by ordinance declared its intention to acquire, and you have, upon such acquisition of the leased premises this lease shall continue thereafter for the period ending October 6, 1978. This is the way we are getting in the 10 year provision that is requested by Lone Star.

However, in order to give us still further protection, we have put in here a recapture clause in which we recite among other things: "It is agreed in the event of the governing body of the City of San Antonio, after a hearing of which lessee shall be given at least 30 days written notice, shall determine that the leased premises are required for public uses and purposes different from and inconsistent with the uses and purposes provided for and permitted by this lease, then this lease shall be terminated by ordinance adopted by the governing body of the City." So we have also, in order to protect our interest put in here a recapture clause. This has now satisfied the legal department as far as we are concerned. I believe it is acceptable. I see there are representatives of the Lone Star people here. I am hoping it is acceptable to them and I think we can both live as it is now written.

Mr. Sullivan of Lone Star Brewing Co.: We have spent a lot of time on this and our attorney, Wilbur Matthews, feels this is acceptable and has accomplished the end that we are trying to achieve, which is to have a ten year period for the writing off of the improvements rather than to take this as a write off in our current fiscal year and this is the objective and purpose and of course it is a very substantial and permanent building. The building itself cost \$550,000.

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On motion of Mr. Gatti, seconded by Dr. Calderon, the ordinance authorizing a contract for 90 days with Lone Star Brewing Company was passed and approved by the following vote: AYES: McAllister, Calderon, Jones, James, Cockrell, Gatti, Trevino, Torres; NAYS: None; ABSENT: Parker.

68-404

The Clerk read the following ordinance.

AN ORDINANCE 36,903

AUTHORIZING EXECUTION OF A CONTRACT WITH H.C.P. ENTERPRISES, INC., FOR OPERATION OF THE MINI MONORAIL IN THE CIVIC CENTER AREA FOR A THREE-MONTH PERIOD.

\* \* \* \*

Mr. Robert Frazer: This contract as other contracts is for a 90-day period or an interim period. It will cease to exist, or it expires on January 6, 1969. Prior to that time we hope we can enter into a longer range agreement after certain complications and other things are all worked out. It is agreed in this contract that a 15 year contract up on the mutually accepted terms of both parties which Mr. Walker assures me protects the City of San Antonio's interest, will be entered into for operation. The concessionaire proposes to reduce the fare for the mini monorail to 75 cents for adults and 50 cents for children. He further proposes in this contract that service men or women in uniform will be charged 60 cents for round trip. He further proposes, since we do believe we will have a number of school groups visit the area, that we will have a group rate limited to 15 or more persons which will be 60 cents for adults and teachers in charge and 35 cents for children. The necessary insurance for this contract is signed and executed by the City Manager. The limits will be carefully studied by our Insurance Advisory Board. At the present they have a one million dollar insurance policy for liability and accidents.

Mr. Jones: I think if the teachers are herding kids around, they ought to be admitted free instead of charging them.

Dr. Calderon: It seems to me we should charge a flat rate for individuals representing schools.

Mayor McAllister: Mr. Frazer, this is merely a proposed ordinance and contract and can be amended at any time. Certainly if the concessionaire feels that a change can benefit business he can come to you and make that suggestion and you in turn will come and submit it to the Council.

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Mr. Frazer: That's true, of course we have depended upon his experience with this type of operation in other areas.

Mrs. Cockrell: I think before we vote on this we need to have some further report on the status regarding the safety of the operation. Aside from insurance, we need to satisfy ourselves that every precaution has been taken for public safety.

Mr. Frazer: I would like to yield to Mr. McKennon who is a registered professional engineer and more knowledgeable than I in mechanical apparatus and procedure. Mr. McKennon has made a rather detailed study of this.

Mr. Torres: Before you do that let me ask this. Is this H.C.P. Enterprises a State of Texas Corporation?

Mr. Frazer: It is not. It is a Pennsylvania Corporation.

Mr. Torres: Are there local directors, or just a local manager?

Mr. Frazer: Mr. John Moore is their local representative and manager who is a resident of San Antonio.

Rev. James: Do we have any figures on the comparative success of the operation here or from other cities?

Mr. Douthit: Not with other cities, but they have had over two million passengers on the mini monorail already. I believe about 2,250,000. It has been one of the most successful operations on the Fair grounds and we believe that this will pay us probably more than any other thing over there.

Dr. Calderon: What is the percentage gross?

Mr. Frazer: It is 10% for the interim contracts only. We have discussed the long term contract with them of course which we will bring this council, but we have graduated percentages. They get larger as their gross increases.

Dr. Calderon: I think any arrangements should coincide with the Sky Ride and other entertainment contracts so there can be some consistency like 80% of the gross from each one rather than to have a discrepancy.

Mr. Frazer: It is sometimes hard to be consistent because you have to take into consideration the cost of operation primarily of these various devices. The mini monorail cost of operation is quite considerably more than the sky ride for instance. They can get by with fewer attendance and their maintenance and operation cost is much lower percentage wise than a large operation of this nature. So it is like operating a ford automobile or a cadillac automobile.

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Mr. Gatti: Are you going to reevaluate these things?

Mr. Frazer: We most assuredly are. This is merely an interim thing.

Mr. Gatti: 10% just won't get the job done on a long term contract.

Mr. McKennon: When the situation came up of extending the lease with the mini monorail people, we decided to assure ourselves and everybody concerned that it would be a wise idea to have an evaluation made of the safety of this equipment. Through the offices of Southwest Research they made available to us some of their specialists and control equipment that the mini monorail has and provide us with an evaluation report on the safety aspects of this system. This system as they reported to us is for an amusement area. It is not for heavy transportation nor would it surpass outside of the grounds where amusement rides are involved if we had to go into transportation. But as an amusement ride we found that the system as a whole was satisfactory, but we did make some recommendations. These recommendations have been forwarded to the mini monorail people and they have in turn taken it to their manufacturers and engineers in Pennsylvania. Last night we had word from them that they had agreed to these recommendations which I will explain as follows:

Southwest Research suggested as a reasonable factor of safety that they put in an emergency braking system independent of any electric controls. In this case it would be operated by air from a compressed air container on each train and it is not an extensive installation but it will assure us of having an additional method of braking these trains to a stop should you have all your power to fail. They also suggested that the operators continue to be trained before they are put on. Of course this is something that the monorail has done but they suggested that it be continued and concentrated on the training part. Unfortunately right after the accident some weeks ago the minimonorail people were putting in what they called a automatic blocking system for blocking trains following too close to the trains ahead of them. This particular system that they put in was not completed until two days after the accident had happened. This particular system that they put in was not completed until two days after the accident had happened. This particular system has been suggested changed by Southwest Research to a visual block system similar to a railroad block system where the operator must be on the alert and watch for visual flashing or red and green flashing lights to determine whether he is in a safe area or zone on the track before he reaches the train ahead of him. This is agreed to. One of the other things in the establishment of this block signal system is they provided in there a switch which they call an overriding switch so that the trains could be moved and the switching capacities moved up closer than a 100 feet ahead of them. They suggested that protection be put on this particular override switch so that the operators do not accidentally or inadvertently kill all the power. This they have agreed to do.

They have also reviewed the dynamic braking power of the tractive motors on the trains. This means that cars without brakes still have power. The automatic shutting of the motors will act as a brake itself. Southwest Research made tests on these trains and came up with actual footages that they can stop the trains by these various methods. The train itself operates on electric disc brakes that operate separately and independently of their motive power. They are operated off of battery power so that failure of motive power through failure to get public service power to this train through the transformer would still permit them to have electric disc brakes. On top of that they will now have these air brakes.

Now if there are any other questions I would be glad to try to answer them.

Mrs. Cockrell: Was the possibility of fire at the stations investigated?

Mr. McKennon: Yes maam. I discussed that with Mr. Moore and this particular failure recently, I think it was last weekend, actually was a Public Service power transformer failure where a little squirrel got into the transformer and caused the fire in the transformer. At the same time a train came into the station and arced the rail. But there was actually no relation between the fire in the transformer, which is underneath the station and the rail that flashed. It just flashed and they pulled the cord out of circulation.

Mrs. Cockrell: Did Southwest Research review the problems or danger preventive by fire as well as collision or other problems?

Mr. McKennon: They didn't review it as a separate item. They did review it in connection with the braking system of the train. These trains as they come into a station, the rails are activated within the station for that particular train in the station. When that train leaves the station, that rail within the station area is deactivated so it has no power in it so no one can be hurt by an accidental electrocution.

Mr. Gatti: So we have three sets of brakes?

Mr. McKennon: Yes sir.

Mr. Douthit: I might add that they have verbally told us that they have agreed to each and every one of these stipulations. Before we have a contract we will have a signed letter before we sign a contract.

Mayor McAllister: Mr. Douthit, I would consider it reasonably practical if the head car of each of those trains could be equipped with a radar instrument that could deactivate.

Mr. McKennon: They will continue to have this sensing equipment that they have just completed. This they didn't complete until two days after that accident happened. That will continue, but in addition we are asking them to put in visual and audio signals similar to a railroad block signal.

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Mrs. Cockrell: I would still like some assurance on this matter of fire safety. You remember earlier in the Fair there was a fire?

Mr. McKennon: That's right. Earlier in the Fair there was a fire, as it was explained to us, in the manufacturer's equipment and specification of the car itself. It was a motor that was the cause there not because of the operation. It was the manufacturer's failure to find and correct all these problems before the car was released from the factory.

Mrs. Cockrell: In case of accident on the site what are the plans for a quick rescue of passengers who may be stranded?

Mr. McKennon: Well in that particular case the fire department will be alerted. We will continue to have fire apparatus stationed in the grounds. In fact, Chief Rogers has proposed to move one of his stations into the grounds for this interim period. Station No. 20 will have equipment right there on the grounds and be available with ladders as well as fire fighting equipment.

Rev. James: They could slow down the speed of it too.

Mr. McKennon: The maximum speed of the trains is 6 miles per hour. I might add, I failed to tell you this, that each of those cars is equipped with a radio and there is a central dispatcher who notifies those cars when they should speed up or slow down and they control those similar to an old street car with the use of a rheostat and the operator then will either speed up or slow down his train depending on the dispatcher's order. In this case of where the accident happened which has no relation to this report at all, it is my understanding there that the operator said his radio had failed and he was not receiving the dispatcher, therefore he did not have the instructions to slow down.

Mr. Torres: When was your report completed? The report you have with you today, when was that compiled?

Mr. McKennon: On the 25th of September. This report was strictly in connection with the safety as we see it in the future operation of the equipment and has nothing to do with the accident.

Mrs. Cockrell: May I clarify one thing? In the recommendation of Southwest Research, did they feel that if these changes were made that the equipment and operation would be safe?

Mr. McKennon: As an amusement ride, yes maam. They qualify all this and state it is an amusement ride and the speed should be 6 miles per hour maximum. This of course we forwarded on to the mini monorail people.

Dr. Calderon: What was the speed of the train when it collided?

Mr. McKennon: I really don't know what it was. I never did see all the complete reports on that and I don't know whether we can get the complete information on that. He said all of his power failed.

Mr. Trevino: Do they have a governor so the speed will remain the same?

Mr. McKennon: Actually that rheostat, the maximum it will produce will be 6 miles per hour. I might add too, and this is another safety precaution which was built into the trains when they came from the factory. They have what they call a dead man's switch which the operator keeps his hand on at the time he is operating his rheostat which develops or controls the speed he is also deactivating his tractive power.

Mr. Trevino: Is that supposed to be new? I've seen them leaning down and taking their hands off the controls.

Mr. McKennon: Well he has to have his hand on that if he doesn't the power is cut off of his motor.

Mayor McAllister: Have you observed them?

Mr. McKennon: Yes sir. I've ridden in the cabs to try them out.

Mr. Walker: In connection with this same subject matter, I think it should be reported that the first of the damage suits has been filed regarding the unfortunate accident over there and the City has been named as a party defendant to the sum of \$100,000.00. I think you should know that.

On motion of Dr. Calderon, seconded by Mr. Trevino, the ordinance authorizing a contract with H.C.P. Enterprises, Inc. for operation of the mini monorail was passed and approved by the following vote: AYES: McAllister, Calderon, James, Cockrell, Trevino, Torres; NAYS: None; ABSTAINING: Jones; ABSENT: Gatti and Parker.

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68-404 Mr. Dixon Brown, Mayor of Hollywood Park, Texas, requested the Council to change the extraterritorial jurisdictional line on approximately 89 acres of land immediately north of Hollywood Park. He stated that all parties concerned were agreeable to being incorporated into the City of Hollywood Park. At present there are three different churches in the subject tract of land and a few residences.

In answer to questions, Mr. Steve Taylor, Planning Director, explained that the subject property was not being considered in the large proposed annexation coming up.

After discussion by the Council, Mr. Gatti suggested that no action be taken at this time in order to hear from Mr. Henckel, City Manager, who was out of town this week.

The Mayor explained to Mayor Brown that the Council would take this matter under advisement and let him know.

68-404

The Clerk read the following ordinances:

AN ORDINANCE 36,904

TERMINATING THE RIGHT OF R. E. STROUD, INDIVIDUAL CONTRACTOR, TO PROCEED UNDER ITS CONTRACT WITH THE CITY FOR CONSTRUCTION OF PERRIN-BEITEL INTERCEPTOR SEWER LINE AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE BONDING COMPANY, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, TO PROVIDE A PLAN FOR THE COMPLETION OF THE UNCOMPLETED WORK AND FOR THE FULFILLMENT OF THE BONDING COMPANY'S OBLIGATIONS UNDER THE CONSTRUCTION CONTRACT, THE CONSTRUCTION BOND AND THE PAYMENT BOND.

\* \* \* \*

AN ORDINANCE 36,905

ACCEPTING THE LOW BID OF RAY WILLIAMS CONSTRUCTION CO., INC. FOR THE COMPLETION OF THE CONSTRUCTION OF THE PERRIN-BEITEL INTERCEPTOR SEWER LINE; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SAID WORK; AND AUTHORIZING PAYMENT TO RAY WILLIAMS CONSTRUCTION CO., INC. OF \$87,918.10 OUT OF FUNDS PREVIOUSLY APPROPRIATED BY SECTION 4(a) OF ORDINANCE NO. 36,259.

\* \* \* \*

AN ORDINANCE 36,906

TERMINATING THE RIGHT OF R. E. STROUD, INC., TO PROCEED UNDER ITS CONTRACT WITH THE CITY FOR CONSTRUCTION OF THE BRIDGE ACROSS THE CHANNEL OF THE ALAZAN CREEK AT LOMBRANO STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE BONDING COMPANY, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, TO PROVIDE A PLAN FOR THE COMPLETION OF THE UNCOMPLETED WORK AND FOR THE FULFILLMENT OF THE BONDING COMPANY'S OBLIGATIONS UNDER THE CONSTRUCTION CONTRACT, THE CONSTRUCTION BOND AND THE PAYMENT BOND.

\* \* \* \*

AN ORDINANCE 36,907

TERMINATING THE RIGHT OF R. E. STROUD, INDIVIDUAL CONTRACTOR, OR OF HIS ESTATE, TO PROCEED UNDER HIS CONTRACT WITH THE CITY FOR CONSTRUCTION OF SANITARY SEWER MAIN EXTENSION, UNSEWERED AREA NO. 13; AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE AND ASSIGNMENT TO THE SURETY, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ON THE PERFORMANCE BOND OF R. E. STROUD IN CONNECTION WITH SAID CONTRACT; AND AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE TO PAY TO SAID SURETY THE BALANCE OF FUNDS OWING BY THE CITY UNDER SAID CONTRACT.

\* \* \* \*

AN ORDINANCE 36,908

TERMINATING THE RIGHT OF R. E. STROUD, INDIVIDUAL CONTRACTOR, OR OF HIS ESTATE, TO PROCEED UNDER HIS CONTRACT WITH THE CITY FOR CONSTRUCTION OF SANITARY SEWER MAIN EXTENSION, UNSEWERED AREA NO 10; AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE AND ASSIGNMENT TO THE SURETY, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ON THE PERFORMANCE BOND OF R. E. STROUD IN CONNECTION WITH SAID CONTRACT; AND AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE TO PAY TO SAID SURETY THE BALANCE OF FUNDS OWING BY THE CITY UNDER SAID CONTRACT.

\* \* \* \*

Mr. Walker, City Attorney, explained that these five ordinances are necessary. He stated that Mr. R. E. Stroud, Contractor, had died before completing these contracts. He explained that these ordinances prepare the way for the Bonding Company to take over the incomplete contracts and make the necessary arrangements to pay the contractor, Ray Williams Construction Company, who will complete these projects. He emphasized that the City was not losing any money as a result of Mr. Stroud's untimely death.

On motion made and duly seconded, the ordinances were each passed and approved by the following vote: **AYES:** McAllister, Calderon, Jones, James, Cockrell, Gatti, Trevino, Parker, Torres; **NAYS:** None; **ABSENT:** None.

68-404 At this time the Mayor requested that a study be made as to the changes necessary on the Marina Garage. He also requested the Manager to contact the architect on the theater at the Convention Center in order to arrange for additional toilet facilities which are needed.

The Mayor asked the City Manager to furnish the Council with a report as to the status of land and credits due or owing to Urban Renewal Agency on the HemisFair site.

The Mayor announced that Saturday evening, October 5th, there would be a candlelight parade down the river to dedicate the statue of Saint Anthony given to the City by the Portuguese Government. Candles will be furnished, bells of Saint Joseph's Church will be rung, Mass will be said by Bishop Leven. He urged all the citizens to attend and make this a huge success and perhaps this could be staged on a yearly basis as another added tourist attraction.

68-404 Mr. Elton Schroeder, President of San Antonio Building and Construction Trades Council, read a statement criticizing the management of HemisFair. (A copy of this statement is on file with the original of these minutes.)

In answer to questions by Mr. Torres, Mr. Walker explained that there had been three suits filed against HemisFair by creditors, one of which named the City as defendant. There would be a hearing in Court Friday morning in attempt by the creditor to secure a temporary injunction against HemisFair and the City of San Antonio.

Mr. Elton Schroeder stated he wished to go on record as not criticizing HemisFair as such but just the management.

68-404 Mr. Gatti announced that the Mayor of Leon Valley had been invited to an informal session of the Council which would be held immediately after this Council meeting.

— — —  
68-404 There being no further business to come before the Council, the meeting adjourned.  
— — —

A P P R O V E D

*Mr. McCusker*

M A Y O R

ATTEST:

*J. H. Sulzmann*  
C I T Y C L E R K

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