

SPECIAL MEETING OF THE CITY COUNCIL
OF THE CITY OF SAN ANTONIO, HELD IN
THE COUNCIL CHAMBER, CITY HALL, ON
FRIDAY, AUGUST 18, 1967

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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, GATTI, TREVINO, PARKER AND TORRES; Absent: COCKRELL.

Councilman S. H. James gave the invocation.

MAYOR McALLISTER: Since this is a procedure differing from any that probably ever occurred in the Council Chambers at City Hall, I have prepared an order of procedure. In the interest of the orderly presentation of information relative to this hearing, the following procedure will be followed:

This special meeting has been called for the purpose of conducting a hearing on charges made by Councilman Pete Torres against Councilman Bob Jones.

In the interest of the orderly presentation of information relative to this hearing, this hearing will be restricted to the charges, the answer to the charges and what action, if any, the Council will take thereon. During the hearing the only persons to be heard are the Council and witnesses who have personal knowledge of the facts involved in the charges who are specifically called by either side for this purpose.

The following procedure will be followed:

1. I will read the charges made by Councilman Torres against Councilman Jones.
2. I will call upon Councilman Jones or his representative for a reply to the charges.
3. I will call upon the Council members for any questions relative to the charges which they may wish to address to Councilman Jones or his representative.
4. The Council will recess to consider the matter and then return to the session to take any action they may desire to take.

There are two basic charges:

- 1) That he has acted in City matters in his official capacity where he had a personal interest which conflicted with those of the City and that he benefited from his action, and
- 2) That he has used his position as a City Councilman to obtain special and preferential treatment from other city officials.

MR. TORRES: If the Mayor please, fellow Council Members, does that constitute the reading of the charges?

MAYOR: Aren't those the charges that were made?

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MR. TORRES: I think that what you have read is a generality, and in the interest of fair play, Mr. Jones has been presented with a copy of the charges, yet there are people who are attending the Council Session this morning - - in reply to the statement that the Mayor made that this is going to be a Public Hearing, and who are not familiar with the specific charges. If this is going to be a Public Hearing of the type that the Mayor called, I certainly think that the people who are attending this session this morning should be apprised of the specific charges that were made. If this is going to be a Public Hearing that the public or anyone who is interested in appearing before this Council and eliciting their own, or any presentation before this Council, to give the Council the benefit of their thinking, that they should certainly be allowed to appear before this Council. As I said the Mayor called this as a Public Hearing about two weeks ago and if this is going to be a Public Hearing, I think any member of the public should be entitled to appear and should be entitled to make a presentation before this Council and give the Council the benefit of their thinking on the matter.

I'll say something else, if the Mayor please. I was given a copy of the ground rules about ten minutes ago. I have never sat down with the Council, I have never been asked by the Mayor or the Council on what my suggestions on what the ground rules should be. The Council has never considered the ground rules and if there has been any meetings where these ground rules were considered, I certainly did not attend, and I certainly think again, in the interest of fair play, that this Council and you, Mr. Mayor, should certainly have consulted with me with reference to what these ground rules were going to be this morning.

As far as the charges are concerned, I made four specific charges, not two general charges, Mr. Mayor, I alleged that in November, 1965, that Mr. Jones contracted with the City on the Meadowlark Street Paving Project which was in direct contravention of Section 141 of the City Charter. That the Drainage Route in Project 56A was diverted past Clark and Fair Avenue, so as to open a new street, Bremen Street, in which Mr. Jones had a substantial interest. I also alleged that the valuations on lots which Mr. Jones owns are assessed at \$20.00 per lot, whereas they are selling, at Mr. Jones own admission of two weeks ago, that they are in the value in the neighborhood of \$2,000. That Mr. Jones has acted again in contravention of Section 141 of our City Charter in making purchases in Sheriff's Sales and as a City Official. He is taking advantage of his position and he is again in contravention of Section 141 of the City Charter in purchasing property from the City of San Antonio at Sheriff's Sales and those are the charges, Mr. Mayor.

MR. GATTI: Mr. Mayor, I would like to ask the City Clerk a question. If it true, Mr. Clerk, that the Minutes of the July 17th Meeting incorporated a whole number of pages of charges made by Mr. Torres.

CITY CLERK: Yes, at the July 21st Meeting.

MR. GATTI: Now were these on file? Were they made available to the Public if they so requested? The Public Hearing was announced, how far back?

CITY CLERK: Yes, July 27th.

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MR. GATTI: On the 27th, so anyone that was interested in appearing at this Public Hearing and who wanted a complete documented list of Mr. Torres' charges could have had them presented to them. Is that true?

CITY CLERK: Yes.

MR. GATTI: Mr. Mayor I recommend that we go on with the meeting as you suggested.

MR. TORRES: If I may reply to Mr. Gatti, as to queries that are being presented by Mr. Gatti, first of all, although these matters are on file, I think you are well aware of the fact that the people of this community are working people. It would take their time during the day to come down here and look over these charges. If a person is interested enough in the affairs of this community to come down here this morning. I think certainly they are entitled to know what these charges are. Again, I say to you, that I did not call this Public Hearing. This Public Hearing was called by the Mayor and if a Public Hearing is called, then lets make it a full Public Hearing, not a Public Hearing in accordance with the dictates of whatever you think a Public Hearing should be.

MR. PARKER: Mr. Mayor, I want to second Mr. Gatti's motion and call for the question.

MR. TORRES: If I may say this Mr. Mayor - - very well - - there is a motion before the floor.

MAYOR: A motion is that the Hearing proceed as outlined. Call the Roll.

DR. CALDERON: I would like to make a comment myself. My comment is this. The point that Pete has raised with reference to the people also taking part in this Hearing, I would not agree with it to this extent. The charges have been leveled by Pete, and certainly anyone that would have any information should relate that information that is revelant at this time. So I feel that for the sake of order, that it would be most appropriate that any information should and would come from you, not from a multitude of people. I think it would add disorder and confusion to a situation which I think is most serious in requiring a precise procedure, in order that we as Members of this Council can effectively evaluate the pros and cons.

MR. TORRES: In other words what you are saying Doctor, is that the public will add disorder to the Hearing, and you are assuming that the public is ignorant and the public does not know what is transpiring and that the public will not be able to illicit any information before this Council. Again I say to you if this is going to be a Public Hearing, the public should be able to take part, that all I am saying. I am saying too, that I was not handed a copy of these ground rules and I certainly think that if we are going to have ground rules that the entire Council should take part in setting down what these ground rules are, Sir.

MAYOR: That is perfectly alright, the Council can change the ground rules. They are prepared merely as an outline. There is no objection on my part of having these ground rules changed. However, there is a motion that the ground rules as I have outlined them, be followed, and the motion has been seconded. If there any further discussion?

REVEREND JAMES: I would just say this Mr. Mayor. Mr. Torres has made the charges and Mr. Torres should be in complete knowledge in what he is saying and doing and offering, so he should be the medium through which the charges should come.

MR. TORRES: Mr. Torres does have complete knowledge of what he is doing and what he is offering and what he is seeking to present this morning. Mr. Torres from time to time would also like guidance from the public, especially when a Public Hearing is called. I have a substitute motion to make at this point. That a citizens to be heard portion should be attached at the end of the regular part of the matter as are set forth in the procedures. I make that substitute motion at this time.

MAYOR: If there is no second to the substitute motion, it fails. The Clerk can call the roll on Mr. Gatti's motion.

CITY CLERK: AYES: James, Gatti, Trevino, Calderon, McAllister, Parker; ABSTAINING: Torres; ABSENT: Cockrell, Jones.

MAYOR: I will say this Mr. Torres. If you feel that the statement of charges that I made is inadequate, are you satisfied with what you said? If not what would you like to offer?

MR. TORRES: I am satisfied with what I said Mr. Mayor, provided of course, that the record that we have here this morning, that this record reflect that I have submitted to the Council certain exhibits at the previous Council Meeting (July 21, 1967) and when we finish we can consider this matter: May I read these into the record as follows:

First Exhibit --- Map of the Mission View Subdivision.

Second Exhibit --- Map of the original Project 56A going to Fair and Clark Avenue, showing the extention to Fair and Clark Avenue.

Third Exhibit --- Interdepartment Correspondence Sheet, dated September 30, 1963 stating that the project would extend to Clark and Fair.

Fourth Exhibit --- Signed by Mayor - October 10, 1963, Ordinance 31810 showing the project extended to Clark and Fair.

Fifth Exhibit --- Vote Slip on Ordinance 31810, October 10, 1963 (Jones - Aye)

Sixth Exhibit --- Map of Drainage Project 56A extending beyond Fair and Clark to Bremen covering Mission View Subdivision.

Seventh Exhibit --- Ordinance, February 18, 1965, 33082 showing an expenditure - \$6,000.

Eighth Exhibit --- Affidavit by Mr. Charles Mathison, Jr. (Pictures of Improvements)

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Miscellaneous Exhibits ---

1. Letter, 9-17-65 - Approval of Meadowlark Paving Project.
2. Letter to Mr. Raymond Danysh, 8-19-65 from Assistant Director of Public Works.

MAYOR: Councilman Jones, either you or your representative, We will be glad to hear from you.

MR. JACK KAUFMANN: I am an attorney here in San Antonio and Mr. Jones has asked me to represent him here. I'd like to know before I proceed, if it meets with the approval of the Council and each of the Members thereof that I represent Mr. Jones at this Hearing.

MAYOR: Does any Member of the Council object?

MR. TORRES: I believe you are, just for a little background on this thing Mr. Kaufmann, are you Jack H. Kaufmann? When did you get off the Council, Sir?

MR. KAUFMANN: Yes, 1965.

MR. TORRES: Then you were on the Council when these matters we are discussing transpired? Is that correct?

MR. KAUFMANN: Yes Sir, it is.

MR. TORRES: And you are representing Mr. Jones this morning? You don't think that you would be in a position where your testimony would be perhaps impeding or your personal testimony be part of these proceedings, don't you think that that would involve material testimony?

MR. KAUFMANN: No Sir.

MR. TORRES: You do have personal knowledge of some of the facts that we are talking about, is that correct?

MR. KAUFMANN: Yes Sir, but I do not feel that I would be a material witness.

MR. TORRES: No, you don't feel that you would be a material witness, but if I were to call on you for some information to which you have personal knowledge pertaining to these transactions, you would have personal knowledge of some of these things would you not?

MR. KAUFMANN: Mr. Torres, I would be glad to answer any question that I had any knowledge about, and answer it truthfully.

MR. TORRES: In other words, you would be a witness in this case if I were to call on you to be a witness in this case, is that right?

MR. KAUFMANN: Mr. Torres, I would be a witness in any case were you to call me as a witness. If I knew any of the facts I would reply and reply truthfully.

MR. TORRES: OK and you were on the Council for how long, Mr. Kaufmann?

MR. KAUFMANN: Four years, Mr. Torres.

MR. TORRES: And you left the Council when, Sir?

MR. KAUFMANN: The same year that I just mentioned, 1965.

MR. TORRES: What day in 1965?

MR. KAUFMANN: I really don't remember.

MR. TORRES: Isn't there a rule in the Canons of Ethics of the Bar, Mr. Kaufmann that you will not take a case in which you will be called upon as a witness.

MR. KAUFMANN: Mr. Torres, I appreciate your concern as a fellow lawyer as to whether I violated the Canon of Ethics, But I anticipated such a question and I have asked for and received an opinion from the Ethics Committee of the San Antonio Bar Association.

MR. TORRES: Thats not my question. There is such a Canon, is that correct sir?

MR. KAUFMANN: Yes there is, and I if I might go further and answer your question, I did submit that to the Ethics Committee of the Bar Association.

MR. TORRES: And I bet they told you it was perfectly agreeable.

MR. KAUFMANN: Mr. Mayor ---

MR. TORRES: I am interjecting Mr. Mayor.

MR. KAUFMANN: Mr. Mayor, is the Hearing going to be held in such a way this morning that only one person can speak or is each person in turn going to be allowed an opportunity.

MAYOR: Mr. Torres, I think you know well enough that the only way that this Hearing can be held is for each person to have his say.

MR. TORRES: I apologize to you Mr. Kaufmann.

MR. KAUFMANN: Thats all right. As I was going to finish, however, I did consider that possibility and to eliminate any possible unethical conduct or any conflict, I did submit that to the Ethics Committee of the San Antonio Bar Association, and received clearance from them. But I thank you for your interest.

Mr. Mayor, and Gentlemen of the Council, I'd like if I may to make a few preparatory remarks if I may and then I will go into the specific charges that were made. It would be my belief, because of the substantial interest that the Citizens of San Antonio have shown in this Hearing, that the purpose of these individuals being here before the Council and the matter to be considered before the Council, would be to determine what are the facts? What is the truth? What is it that Mr. Jones did do, or did not do? I'm sure that there, well that couldn't be true. I was going to suggest that there might be some person who is so partisan, that regardless of what the facts show, would be here to lend noise or support one way or the other. With the permission of the Mayor, I'd like to ask of the audience: First, I will assume that everyone

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is here to learn the truth, and I'd like to ask if there is anyone here who is not here to learn the truth? If he is please raise his hand, I would like to know who he is before we start. Is there anyone here who is here not to learn the truth?

MR. CHARLES STOUGH: I just sat here and listened to a vote that said the audience would not participate. This gentlemen turns around and asks participation of the audience. Does this tend to follow the rules you passed down or not Sir?

MR. KAUFMANN: Mr. Mayor, there are several charges and I think Mr. Torres has boiled them down to several specific charges and I think the Council and those persons who are present are entitled to know those specific charges. Specifically, Mr. Torres has charged that Mr. Jones was on the Council in October, 1963 when he voted on this Ordinance that has to do with the Project, Project 56A, which would not have affected his property or his holdings on Bremen Street, where he owns substantially all of the block. I believe it would be a fair statement to say that what Mr. Torres charges is that the Storm Drainage Project 56A at one time stopped short of its ultimate terminal point, and in some manner, Mr. Jones, used some influence or some improper conduct and caused the project to be extended some time after October, 1963.

I believe at first it would be well to point out, I have asked the Staff to provide some documents here. The first item I have is the Terrell Bartlett Master Plan. Without going into detail in some of these, with a little background, those present will know what is being presented. Here is a 1956 Revised Report on Storm Drainage needs and programs of the City of San Antonio prepared by Terrell Bartlett Engineers. This map, this instrument has in it, certain drainage projects as recommended as part of the orderly development of the City of San Antonio it also had with it a map. The map showed that the project ended at approximately Fair and Clark Avenue, short of the property that is in question in this Hearing. In May of 1963, as is pointed out in the charges, the City hired some engineers to do some work on this project to determine what was needed in order to come through with a final plan. This is a copy of the Ordinance. (Exhibit - A, Ordinance 31332 - May 8, 1963) The engineers, as you can see, are Gullatt, Lodal & Sueltenfuss. The project, as you see, is described as going north to the intersection of Fair and Clark Avenue. I think it is important to point out to you what the engineer was hired to do. Where it says A-2 Preliminary Phase - "The eningeers prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved, including location of all existing utilities within the proposed project right of way and the alternate solution available to the City." They include preliminary lay outs, sketches, location maps showing right of way requirements, cost estimates and so forth. This is the project, Here is the last page of that Ordinance, showing it was made in 1963, as has been previously pointed out.

Now the purpose of the presentation here this morning is to point out to the Council that this drainage project was selected and determined and the route definitely set, before Mr. Jones came on the Council. In order to show this, I think it would be necessary to see the preliminary report prepared by the engineers. The engineers prepared a preliminary report for proposed Storm Drainage Project 56A. As you can see it is dated July 12, 1963. (Exhibit B - Engineers Preliminary Report) The importance of the date is that Mr. Jones came on the Council in September of 1963. The purpose of what I am showing you is that Mr. Jones had nothing to do with the location of the Storm Drainage Project. The Storm Drainage Project, was determined before he got on the Council.

The preliminary estimate cost included the extended portion of the project, not as is stated in the charges.

The next page of the report is a general statement prepared by the engineers and if you will look at the third paragraph, second sentence, it says "The entrance of the Storm Sewer was extended to Hiawatha Street." This is the final terminal of the project, not the short terminal. The entrance of the Storm sewer was extended to Hiawatha Street to provide for adequate pick up and runoff from 45 acres at the beginning of the water shed.

Now that is a rather general statement, but if you look at the next page in the preliminary report. I direct your attention specifically to "scope of the work" proposed in this preliminary report is generally outlined as follows: Look at Sections G, H & I, and it says (G) construct approximately 450 feet linear feet of 60" pipe culvert along Glover from Clark to Bremen (H) culvert along Bremen from Glover to Hiawatha (I) construct approximately 500 feet 42" culvert pipe along Hiawatha. Now this remember is July, 1963. This is the engineers preliminary report and this is where he recommends that the project go. Down at the bottom under streets it says "construct new pavement and curb along Glover and Bremen."

Also included in the engineers preliminary report is a map showing where he recommends that the project go. This again is July 1963, and Jones came on the Council in September, 1963. You will notice the route of the proposed drainage ditch. You will notice that the preliminary plans show that the drainage ditch does not stop at Fair and Clark Avenue as was contained in the original master plan, as the engineers tell me was more of the general basic plan and is not the final ultimate plan. You will see that the project is already extended by the engineers in July of 1963 to go down Glover, Bremen and Hiawatha Street in fact the original recommendation of the engineers report of July showed also a little lateral extending east on Hiawatha Street, as Bremen; and also shows a little lateral just below Clark Avenue which is not material to what we are talking about here.

Some question has been raised that, at least the charges made it appear that this project was going to cost some \$400,000 when it ended at Fair and Clark, but that later, in some evil manner it was extended up to Hiawatha Street and now the cost is \$600,000 and some. Lets see what the facts show. This report was compiled in July. In August the files show a letter from Robert Morales (Exhibit C) of the engineering firm, dated the 28th of August and in it he encloses a preliminary cost estimate for Storm Drainage Project 56A. Included in his letter here is the revised cost which you see at the bottom \$463,150.00. The point that I make is that the project, since July, is already extended to Hiawatha Street. The cost estimated by engineers \$463,150.00.

Now, then, perhaps, some confusion has arisen on which some very unfortunate, false charges have been brought based on the next two instruments. I think they should be examined closely to see how the confusion resulted. In his charge the Councilman (Torres) submitted a request from the City Engineer, rather from the Director of Public Works, (Exhibit D - Memo dated September 30, 1963 - To City Attorney From Director of Public Works) to prepare an Ordinance to pay the engineers and I have had some of the words circled to call your attention to them. The first paragraph says on May 8, 1963 the City awarded a contract to the engineers on Storm Drainage Project 56A to the Intersection of Fair and Clark. **AUG 18 1967**

You have seen the original contract. It is true, they did award a engineers contract and they described it as ending at Fair and Clark. Now, I point out that these words here are used in description of the original ordinance. They do not set the route of the Drainage Project because you look at the next paragraph and it says this office now has approved a preliminary report and the preliminary report is the meat of the coconut here. The estimated cost is \$463,150. in other words, Mr. Granata says, we now have a preliminary report and they have approved it sometime between the time it was filed and September 30, 1963, and the final adjustments were made to the \$463,150. Now the \$463,150 is the estimated cost by the engineers in their August letter that you just looked at. In other words as of September 30, 1963 the project had already been extended as set out in the engineers preliminary survey dated July, 1963. All this Ordinance did was pay the engineer a fee based on his estimates.

Now based on this request, the next exhibit that was offered was a copy of an Ordinance (Exhibit E - Ordinance 31810 - dated October 10, 1963) and the Ordinance says substantially the same thing as the request says. It just points out that the City awarded a contract to the engineers for Project 56A and describes the contract. It does not describe the route. It describes the contract as a contract to the intersection of Fair and Clark. The next paragraph says they have submitted their preliminary report the estimated cost of the project is \$463,150. We have seen the preliminary report, we have seen the estimated cost of the project for this area is \$463,150.

Now this is the sum and substance of the problem about the drainage project and the question about its extension and when it was extended and who caused it. Now in defending a matter like this when we are not in a court of law and the accuser does not have to set down and present his proof and the defense offer objections, we are sort of turned around here as I understand this Hearing, merely to advise the Council of the facts so that they can determine the action, if any to take. So what I am doing now is answering an innuendo, innuendo being, well in some manner in some vague way Mr. Jones must have influenced someone to change the route of the expressway because he has got all this property up there and the extended portion is going to benefit.

Well all I can tell you about that is that Mr. Jones has presented an affidavit from the engineer who did the planning on the route, and the engineer says this is the way they planned it. I have in my files for anybody who wants to look at them, the Council rather, affidavits from Mr. Lodal. Affidavits from Mr. Bain - Engineering Firm, and also Mr. Robert Morales, who was a member of that Engineering Firm, but is no longer with it. It is interesting to note that in each one of these affidavits they don't know Mr. Jones. They are not personally acquainted with him. They have had no contact with him. They determined the route of the drainage project based on engineering considerations and neither Mr. Jones nor anyone else in the City had any thing to do with affecting their judgment of where the route of drainage project would go.

Now in talking to those gentlemen, they pointed out to me that the reason for the extension was that there was too much water coming in from the upper part of the project. One or two inlets could not handle this amount of water. So it was necessary to extend the project and take advantage of the paving, curbing on Glover and Bremen Street in order to hold that much water. They are entitled to use up to the top of the curb. I asked them why did you go on Bremen Street, why didn't you go straight up Clark? I said there has been some questions raised why you didn't go straight

up Clark. What made you cut off to the east and go up Bremen Street? And their answer, I thought carried alot of weight. This is a drainage project and water runs downhill and Bremen Street is the low point. Clark is higher than Bremen Street. So the man very patiently explained to me that you put drainage ditches at the low point. You don't put drainage ditches up above the low point of ground. The water will run downhill, not uphill, and this is the reason they paved Bremen Street. They paved Glover Street and took advantage of the amount of water that was necessary there. Now this, to me, adequately and clearly puts to rest when this project was extended, why it was extended, and who extended it and the fact that Mr. Jones had nothing to do with the extension. The extension was made by the engineers prior to his coming on the Council, and there was no contact from him. (Jones) For what they considered to be adequate engineering reasons.

I don't believe, Mr. Torres, the next charge which is made, which is also untrue, is that in some manner City equipment was used to clear lots or grade lots belonging to Mr. Jones out in this area. I have an affidavit from E. L. Hansen, who at that time was the Public Works Area Engineer, assigned to the Southeast Service Center. He had been with the City thirty-four (34) years. He is now retired. He said no City Public Works Equipment performed any work on private property on the subdivision known as Mission View Subdivision on lots owned by Mr. Robert Jones or any other owner. No City equipment or personnel was used to construct curbs at Mr. Jones office at 3206 Clark, nor were any lots on Bremen Street or Meadowlark cleaned by Public Works personnel. The paving and extension of sanitary sewers on Meadowlark Drive was accomplished by City policy and complys with the Public Works authorization and regulations. So says E. L. Hansen, who is now retired from the City of San Antonio.

Now I got to thinking about it and I realized that there was an affidavit submitted with the charges in which it showed some pictures with various equipment in the area. So I asked around and I obtained the information of who did it and why. Here is a letter (Exhibit F) from Colglazier Construction Company by J. J. Colglazier, Vice President. And it says, "In connection with construction of City of San Antonio Drainage Project 56A we were subcontractors to Ross Watkins." In other words the City awarded a contract to Ross Watkins and Colglazier was the subcontractor, and their contract was for excavation of concrete drainage box, the building of all streets and curbs along the drainage box.

What we seek to learn from this letter is, why did some equipment grade some of those lots along Bremen Street? Mr. Colglazier says, "As the job progressed we contacted all close by property owners and all vacant property owners." We are talking about the whole project here, "To see if we could dispose of some of the surplus dirt from the excavation, on their property and we obtained their permission to do so. It was their understanding that we would grade the property when the filling was completed. Any property that we disposed material on, we fulfilled our obligation and graded same before we left the site. We operate in this manner in order to keep the haul as short as possible for all surplus dirt."

In other words, it affirmatively appears that the City was not involved in grading of lots on Bremen Street. It also appears that the subcontractor, who had the drainage project, piled dirt on those lots adjacent to where he excavated as he promised to the property owners, Mr. Jones and others, that he would go and grade, level the sites when he left the project, which he did.

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Referring back to the Court Reporter's transcript of the charges. The charge is that City equipment and personnel was used to clear his lots on Bremen of debris. The inaccuracy of the charge immediately appears that no City equipment was used. The lots were graded for the subcontractor, for the subcontractor's own purpose. Mr. Jones as well as any other property owner, who cared to do so along the drainage ditch project route.

Now the next charge has to do with the assessment valuation of lots in the area. The charge is made that certainly other San Antonio taxpayers owning comparable property may well wish to compare their own property valuations on the tax rolls with the valuation of Councilman Jones' property. I think clearness would indicate that the first thing to do would be to compare as the charge requests. Compare property evaluations on the tax rolls with the valuation of Councilman Jones' property. I have in my hand records from the office of the City Tax Assessor-Collector, being the IBM runs showing the properties, the owners, the assessments. These are matters of public record. Without unduly taking the Council's time and that of the citizens who are gathered here. I tell you the property valuations of property owned by Mr. Jones are similar, equal, in line, the same as properties owned by other persons in the area.

I have found charges that properties owned by him were valued \$20.00 to \$40.00 a lot, and I have found none that are valued at \$20.00 a lot. I have found some that were valued at \$40.00 a lot on the County rolls, and with the County rolls here in front of me, I point out that there are quite a number of them, of other persons in the area. Here is one page --- \$60., \$40., \$20., \$20., \$40., thats for two lots at \$20.00 a lot. \$20.00, \$40.00, \$40.00, \$30.00, thats for two lots, \$30.00, \$20.00, \$20.00. Here is one for a \$100.00. Thats a bigger piece of property. I figure, the Council, without laboring the question. The tax rolls are here, a matter of public record. Anybody that wants to look at them can do so and any fair and impartial motivated person who takes the time to look at the records will see clearly that Mr. Jones' property was valued in line with every other piece of property in the area both by the City rolls and also by the County.

Also I think we ought to clear up one other question in the original charges made. In the original charge that was made, a map is submitted with the charges as Exhibit No. 1, (Exhibit G) I don't know whether the Council can see the map, the Council has previously been furnished copies of them and they have all had an opportunity to look at it. To the people who are here in the audience, generally the map shows that area surrounding the top portion of the project, and the last north and south line up there is Bremen Street. It shows the tremendous high concentration of properties in cross lines, apparently for the purpose of showing that this is the interest that Mr. Jones had in getting this project extended because he had all these lots there.

In reading over the allegations, I did not understand how Mr. Jones could be charged with owning lots where the tax rolls show the lots to be in some one else' name, and I see there is the general statement made without any comment, except that Councilman Jones is listed in these records as owner of lots 34 and 39, which are these lots in here, and also is shown as owner of lots 47 and 48. Lots 47 and 48 back up to lots 34 thru 39, and 47 and 48 are not on Bremen Street. They are on Clark Street. In other words the lots back up to one another and lots 47 and 48 are Mr. Jones' office and his parking lot. So the only property that

Mr. Jones owned at that time in the area from my understanding, in checking the records, is a half interest in lots 34 and 39. Then how come he was charged with all these other properties and the acquisition says that they are listed in the name of G. B. Lane? "However he is the partner and/or associate of Mr. Jones." In other words, supposedly, Mr. Jones has some interest in Mr. Lane's lot. I don't know what the basis of that statement is. However, here is a statement from G. B. Lane, the person who is the associate or partner of Mr. Jones: "My name is G. B. Lane, I am a retired builder, manage my own property." So you will know what I am reading, the purpose of reading this is, Mr. Lane is not the partner, not the business associate of Mr. Jones. Mr. Jones has no interest in Mr. Lane's lot. Mr. Lane like Mr. Jones is a person interested in real estate. He does have large real estate holdings in that area. Lets see what he says about it: "I am a retired builder, manage my own property and am a Director of the Alamo Savings & Loan Association. I own property in various sections of San Antonio and the County. Some of the property which I now own is on Bremen Street in Mission View Addition." This is the property we are talking about. "I acquired it from various owners. I own this property with my wife and no other party or parties. I have no agreement with any other party regarding this property." It goes on to say, "That neither Mr. Jones nor Mr. Raymond Darysh now own any part of my property or have they ever owned any, nor do they have any buy or sell agreement with me." And he says, "Mr. Darysh and Mr. Jones have previously acquired properties in the eastern portion of Mission View Subdivision while I have confined my activities to the western portion of the subdivision. Prior to Mr. Darysh and Mr. Jones purchase agreement on the property. In other words there has been some misunderstanding somewhere. On occasion Mr. Lane may have represented Mr. Jones, or Mr. Jones, Mr. Lane or have had business dealings with one another, but there is no proof that's positive that Mr. Jones has interest in Mr. Lanes lots and Mr. Lane so states of Mr. Jones, in his previous statement to the Council.

The next item is that an accusation is made concerning the Meadowlark Paving: "My concern is that Mr. Jones as the developer of Meadowlark Street had the obligation and responsibility for providing his own paving, curbing, drainage and sewers. The fact that this property was platted and dedicated years ago is no excuse for his nonfeasance." Before this, let them look at the paving of Meadowlark Street. We want now June 1, 1962 letter (Exhibit H) from McKennon to Jones.

Meadowlark was paved. City personnel and City equipment was used in the paving of Meadowlark Street. The question was raised, why was it done? Notice in June of 1962, before, some fifteen (15) months before Mr. Jones got on the Council, he wrote to, and had conversations too, the office of the City Engineer. In fact the records and files of the City Engineers which appear today and are available for examination show in January of 1962 the first contact was made with Mr. Jones to work out a basis of paving Meadowlark.

The City has a procedure which has been followed in many instances over a period of years whereby the property owner goes in and does some work. And when he does that work, the City then will complete that work with its labor and equipment.

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Here is the letter to Mr. Jones. You will notice it says to improve the street for approximately 1,240 feet and desire to pave 30 feet in width, and, I understand prior to the street improvement you proposed to install curbing along one side of the street and arrange for installation of sanitary sewer line entered beneath the street right of way. The City forces are agreeable to assisting in this work to provide labor and equipment. In that the next line it sets out the basis on which they do it. It is our understanding that you desire to prepare the subgrade of the street with grades provided by our Engineering Department.

In other words, the property owner that wants participation from the City, hires his own contractor, a private contractor, which Mr. Jones did, and that private contractor takes the City's specifications and goes out and prepares the subgrade and in other words he digs out the street to the way the City requires it. Then the private contractor hired by the property owner compacts the subgrade according to City specifications. Eight inches of crushed base material. Also the citizen puts in an order with a private vendor which he pays for the materials necessary to do the work of street paving. This is all done, its important to understand this, between the citizen and his private contractor. The City says that if you go in and you prepare these streets, you dig out the subgrade, you compact the base material and you put in an order for suppliers to deliver the amount of material needed. We will call them and get them to get it out, but you make the agreement with them and you pay them direct. If you will do that then we will provide City labor and City equipment and go out and pave the street. So this is what this letter specifies.

So you notice that this letter is June of 1962 provides for 1,245 feet. Now this 1,245 feet, here is Meadowlark Street, these two blocks here. Here is the end of the subdivision, here is Hi-Lions Park next door. Here is the street. This property is more than 1,245 feet, but the last four lots at the bottom of the page, there is a big water tower on it, belong to the City. But the rest of the street from the end of the four lots all the way up here to the end is the 1,245 feet. So the deal was that Mr. Jones do his part of the work, prepare the subgrade with his people, compact the base material and later the City would come in with its personnel and equipment. This arrangement was made back in June of 1962.

Thereafter it was decided by Mr. Jones, because he didn't have the money, to do one block at a time instead of the two blocks. So the next, the second page of the letter goes on to say what the balance of the terms are, and where you may substitute in lieu of other items, but you have got to furnish all the material.

Then the next letter, following that, January 9, 1964, (Exhibit I) you can see the City points out that you now desire to reduce the number of linear feet from 1,245 to approximately 700 feet. So because there are different areas involved, different amount of curbing, the City estimates that it will cost Mr. Jones so much money. I think it is important to point out, because I was confused about it up until just recently. I didn't see this and understand it, but these prices are not what Mr. Jones pays to the City. Mr. Jones doesn't pay the City any money, of course, the City doesn't pay Mr. Jones any money. These are an estimate of what the City has to pay for these materials and therefore estimating what it probably will cost Mr. Jones to go to his outside vendors.

The second page, Mr. Jones did go to his outside vendors. He did pay them direct. He did pay the construction company for preparing the subgrade. He paid the construction company for crushing the base material. He paid his suppliers for the amount of material involved. There are two other letters involved. In other words the projects were done in two stages. This letter ended the first stage.

There are two more letters. (Exhibits J and K - letters to Mr. Danysh, dated 8-19-65 and 9-17-65) I think Mr. Torres included copies of those in his charges. You might just look at them briefly to see what we are talking about. This was in 1965. Mr. Danysh who is who is partner with Mr. Jones in these lots. And here is the rest or Meadowlark, from Glover west to the alley, same basis. Here is second page, same basis, and there is another letter on the same basis when a little change was made. The point I make was that the deal between Jones and the City was made in June of 1962. The terms of it was set then. Jones then did provide the work that he was supposed to do on a participation basis and the City later came and did the work that they were supposed to do.

Now then for those who think this is a pretty good deal, how come Jones got the City to do the labor and equipment for paving a street near where he owned lots? And is this available to everybody else and is this a program of the City? It is a program of the City. I have in my hand here, from the City files, letters to other citizens the same as this letter to Jones. Mr. Jones was treated, in June of 1962 and thereafter just like everybody else. Here is one that involved an attorney here in town for a client of his. I think it would be interesting to read a part of these letters. The City did this in 1960. It says "As Mr. Granata no doubt informed you, it will be necessary for your client to purchase these materials for delivery to the job site for installation. It goes on to explain, just like it did for Mr. Jones how they work the participation. Another letter of January 26, 1960 to the Executive Director of the Travis Park Methodist Church, who had some work to be done, it says, in view of the Finance procedure involved by the City, the method used by this division for the performance of this work is to request the property owner to place orders for required materials with a vendor, and this division will then request delivery of such quantities actually required to be installed by City forces. "He says this is why we do it." We have no method whereby funds may be deposited if we purchase materials and for this reason it is necessary for the property owner to make arrangements for the procurement of materials direct with the supplier. The above price is the estimated price of concrete and so forth. Here are a whole stack of letters from the City files. The same deal has been made where it has been the policy of the City to do these participation projects.

The next charge has to do with Mr. Jones purchasing some property at tax sales. Mr. Torres had raised the question as to whether it is proper for a City Councilman to buy property at a tax sale and I see that Mr. Jones called on the City Attorney and here is the letter back from the City Attorney in which he asked for an opinion, (Exhibit L) and the opinion (Exhibit M) delivered to Mr. Jones and signed by J. Frank Norton, Assistant City Attorney, and by N. P. Cosgrove, Senior Assistant City Attorney. It cites a case by a Court of Law as to the propriety, of a County Attorney, who had been charged with the responsibility of bidding in for himself personally in offering a piece of property for sale. The Court of Civil Appeals held in that case that as long as he bid in for the amount of the taxes, the interest, penalty and costs that there was no conflict involved. The City Attorney goes on to render

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the opinion that Mr. Jones could properly purchase property at a tax sale. So the question to Mr. Jones, whether it's propriety or impropriety in purchasing property at a tax sale, is answered by the fact that he asked for and obtained an opinion by the City Attorney in which he inquired whether he could properly buy property at a tax sale, and he was told that he could.

The other point is made in the charges that (Mr. Torres, I'm reading from Page 10) Mr. Torres says I haven't had the opportunity, the time or the resources to complete my research in the matter. Well I am attempting to carry further his research. The very nature of the charges creates considerable concern in my mind of the propriety of a City Councilman taking an active part in a foreclosure sale made by an official who is acting for the City of San Antonio as a selling agent. Immediately apparent is whether influence was exercised to force these foreclosures and the consequent sale, were other bidders present and these questions can only be answered by Mr. Jones and those with whom he dealt.

The Legislature of the State of Texas passed a Law in the 1965 Session. In that Law it says the collection of all delinquent advalorem taxes due the State, County Municipality or other defined subdivision that were delinquent prior to and including December 31, 1939 is forever barred this action will be enforced after July 1, 1966. You might say what am I reading that Law for? What does it have to do with what is charged here? The question is, did Mr. Jones force the tax sale? Did he go down there and say here is property that the taxes have not been paid on since 1919? Which is true. May not have been before that time, but those not paid by that time may have been barred by a previous statute so I understand. And the City is told by the Law that if they don't get the Law Suit filed by July 1, 1966 these taxes will be barred and forever uncollectable. So the City filed a bunch of Law Suits. As you can well imagine, filed a great number of law suits including the law suits that were responsible for these tax sales. So the answer to the question is: No, Mr. Jones did not force the foreclosures and the sale. And as to whether there were any other bidders present at the sale, there were bidders there and Mr. Jones has come up and replied to those charges, which are not true.

The next charge has to do with the bringing in of a sewer line. The charge is the same with the City incurring expenses that Jones should have, the same transpired as to the installation of sewer lines in the area. An arrangement in which other contractors were unable to make and in which he was very successful in accomplishing. Expecially difficult because the sewer lines had to come a long way across Hi-Lions Park at a substantial cost to the City of San Antonio, but he was able to do this because he was a City Councilman.

First of all, if it is something that is available, if it is something that other contractors were able to make, lets see if it is. Here is Ordinance No. 28810 (Exhibit N) of the City of San Antonio and it is the city sewer policy and it was passed in 1960. This is the basis on which the City extends sewer lines. In section II, having to do with extension of mains for single customer. In application by one or more persons, the City will construct and extend all necessary sewer lines to provide for service for which the application is made. And here is the kicker --- provided however that such construction shall be limited to a hundred feet with each lot having usable improvements that can be connected to the proposed line. And then it goes on to say: If there are not enough houses at a hundred feet a house, the City will construct the line at its expense as far as the provisions of this section permits. In other words, the City will go one hundred feet a house, and the customer beyond this point may extend the line with the City furnishing all

the materials required. In other words, the City policy on sewer extension is that the City will, themselves, with their forces, lay a hundred feet of sewer line for each house. And the Customer who asked for a sewer line beyond a hundred feet is asked to provide his own sewer expenses.

Mr. Jones made application as owner of a lot there (Lot 28) there is his application from the City files. (Exhibit O) You notice that Mr. Jones in his application put down there (Here is the existing sewer line) and that's where he wanted it extended, on Meadowlark there. Then later he wrote another letter to the City. (Exhibit P) It said concerning the sewer line, Calvin King, a contractor, started a second house which will be serviced by this line, are we entitled to another hundred feet because of the new connection? Then the Sewer Engineer and Director of Public Works made out the specifications there, (Exhibit Q) shows the Jones request for the sewer extension, Hi-Lions Park, continue west 370' to Glover and Meadowlark and north on Meadowlark to 466'. It sets out that the Ordinance provides for the construction of up to 100', just like we read awhile ago. Since two houses are existing in the above position, the City will construct 200' of sewer and the property owner constructs the rest. And they have the estimated cost down there. It looks like it ends up around \$600.00 for the cost of the materials and the cost for that portion of the line to be laid by the City.

Now then here, the next one, is a sewer line that is described as way across Hi-Lions Park at a substantial cost to the City. Notice on the map there where the City Engineer decided not to put the sewer lines over what first street north was, southwest of Meadowlark, is Skylark, he decided not to come that way, but decided to come from out in the park. Well that looks like a pretty good line for the park. It looks like it says, sewer lines for South Side Lions Sewer Project 417. Now I asked the City Engineer to bring down here records on sewer project No. 417 and an examination of those records and time will tell you that sewer line was built in 1957. Project 417 was built in 1957. So when Mr. Jones, with his lot, made application for sewer service, the City said fine and they tied into it right where that arrow points, where the project says 487 and it shows that part of the line going up and part going right. Now actually the difference in that project there as actually coming from Glover Street is about 50' difference and of course anything over two hundred feet Jones has to pay for anyway. This is not a City expense, it's Jones' expense. I think it is also interesting to note in case somebody looking at this map might get the impression, well maybe that is along way across Lions Park. Here is a map from the sewer records (Ex. R) showing the full project. As you can see, over here is the extension from this point to this point. This is part of Hi-Lions Park. Hi-Lions Park continues on beyond this map. Here is where the sewer line came from right here. And here is where it went to, here is where the line was built right here. The concession stand and restaurant in Hi Lions Park is hooked on. Jones application asked for it to come this way. And the City decided for it to go this way and Jones had to pay for anything over 200' anyway.

Now I asked the City, just as a matter of curiosity, sort of the same problem we had with the drainage ditch, why did you want to come from the park rather than over at Skylark? And they said this is a gravity flow situation and in this manner the area will be better serviced. There is a curvature of the ground there and would indicate this is the place to make it. We are only talking about 50' difference and it's Jones' 50'. But they say this is the proper way to make the extension. So the answer to that question is: There is an Ordinance and it does establish a procedure

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for citizens extending sewer lines. And in case anybody is saying, "Well, he is making an agreement with the City." This agreement with the City is no different than the agreement each of you Councilman have to supply your water. To supply you with electricity, to supply you with gas. This is not the sort of agreement or statute that Mr. Torres agrees to or has in mind.

Now the last item that Mr. Torres points out in his charges has to do with the following: What Mr. Torres says: Mr. Jones has been able to have his property serviced by City of San Antonio personnel and equipment, all of which has been used to install curbing at Councilman Jones place of business on Clark Avenue; to pave the entrance to his driveway, while the next door neighbors had to pay for their paving. Well again, lets go to the records and then see what the records show about who paid for the paving and curbing of Mr. Jones office which we, remember we said awhile ago is backed up to up to those lots on Bremen Street, and the office at 3206 Clark. Here are the files. The record of the City (Exhibit S) showing at the top that 3206 Clark Avenue, on July 26, 1962 that there was a permit issued and it has the name of the contractor as Albert Moleno. Well it would seem that it would be pretty clear to determine, did the City personnel and did City equipment pave that property in front of Mr. Jones' lot? At least at this point we know that a permit was issued to a fellow by the name of Albert Molino to do the work back in July and I think you are entitled to know whether or not he did the work. Here is an affidavit, (Exhibit T) it says: "My Name is Albert Molino, I am a concrete contractor. In October of 1962 I did a job for Bob Jones, I installed a concrete walk and the curb at the street and concrete apron that connects to the asphalt parking lot, all at his office at 3206 Clark Avenue. The name of the people who worked for me on this Job are Alfredo Ortiz. I sent Mr. Jones a bill for this work, which is attached to this statement which I have initialed, for which Mr. Jones paid Me. No City personnel or equipment were involved in this job. I do not know of any reason why anyone would say that City personnel and equipment installed the curbs at Mr. Jones office or paved the entrance to his driveway. Sworn to by Alberto L. Molino." The bill that he mentioned is attached to the statement, there is a copy of the original bill that he sent Mr. Jones, back in October of 1962 for a job at 3206 Clark Avenue, which is where Mr. Jones' office is, providing the curb, the parking lot approach and walk.

The allegation was made that in some manner Mr. Jones caused the extension of Meadowlark, I mean the extension of Sewer Project 56A, sometime after he came on the Council. The record conclusively, positively, clearly shows that the route of the sewer project was determined without any help, interference, persuasion, coercion, or contact by Bob Jones or other members of the City staff, back in July of 1963, before Mr. Jones got on the Council. Extension was made for what the engineers considered to be adequate engineering reasons. The route was taken as the low point for what the engineers considered to be adequate engineering reasons and the project was installed to the great benefit of the school children who use this area of town to get to Highlands High School, which is right up the street from this.

The next accusation that was made was that City equipment and City personnel was used to grade Mr. Jones' lots on Bremen Street. It appears that this was not City equipment at all and City personnel was not involved. The contractor made the same deal that he made all up and down the line. Can I dump excavation on your lot, so I don't have to haul it away, if I grade it, and they did.

Next is the question of the assessments on Mr. Jones' property. He doesn't own near the amount of property that he was thought to own, and the assessments are the same as any other citizen in that section of town and he is treated just like everybody else. Ownership of

lots in the area. He does have some lots in the area but he does not have the lots that he is accused of owning. He does have a half interest in six thirty foot lots on Bremen Street and later at a tax sale he did acquire some additional lots.

The Meadowlark Paving Project was done on a participation basis in accordance with City policy and Mr. Jones had no contract with the City, had no pecuniary interest, or had no financial interest in a contract with the City, and Mr. Jones in accordance with established City policy prepared the subgrades, compacted the material, base material and provided the material and City equipment and labor was used, as is City policy, and is done by all other citizens who care to do so.

Questions were raised as to the propriety of it. Mr. Jones asked for and received from the City Attorney an opinion that his conduct in purchasing at a tax sale would be proper and after that time, either he or by his agent, bid in properties up for tax sales. The reason the tax sales were held were not because of any coercion or persuasion by Mr. Jones, but because the Law was passed by the 1965 Legislature that says if you don't get these tax foreclosures sold by July 1, 1966, the City loses all delinquent taxes. As you have heard, this property has had taxes delinquent back to 1919.

The sewer extension came not way across or all the way across, whatever the words were, Hi-Lions Park, but came a short distance from an existing line in Hi-Lions Park. Any question as to the length of the is answered by City policy which says anything over the 100' a house is the expense of the property owner anyway. And as far as the allegations and the questioning of curbs on or in front of Mr. Jones place of business by City forces and City equipment, the then Manager of the Southeast Service Center who is retired now says no City equipment was used and Alberto Molino affirmatively says "I installed those curbs in 1962 and I got paid for it by Mr. Jones."

Mr. Mayor it is indeed a sad situation where an accusation can be made with as few facts to support the truth of the accusations. It is unfortunate that instruments were used with statements that said they said something entirely different from what they said. And I would say to you at this point, based on the evidence that the Council has seen that I think it would be appropriate that the charges be retracted and an apology offered to Mr. Jones, because of the unfairness that these charges have resulted in, because of the difficult reflection on the City of San Antonio, its Council and Staff. And because a clear and careful examination of the matters at issue, would have shown no impropriety, no violation of law, no moral violation, no technical violation, but rather would show an individual who is trying to do what he thinks is best for the City of San Antonio. I thank you.

MAYOR: Does any Member of the Council wish to ask Mr. Kaufmann any questions?

MR. TORRES: I would like to ask Mr. Jones some questions Mr. Mayor.

MR. KAUFMANN: If you will put the questions, I'll be happy to see that they are answered.

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MR. TORRES: First of all, Mr. Wolf, This opinion that Mr. Kaufmann referred to, doesn't that opinion say that when there are no bidders, no other bidders present, the County Attorney may bid on these things, at these Sheriff Sales?

MR. WOLF: My recollection of the matter was that the City Attorney's Office came to the conclusion that there would be no impropriety if a City Councilman . . .

MR. TORRES: Do you recall the opinion Mr. Wolf? I just want to clarify a few questions here that I think should be clarified sir. You will recall in that opinion saying that there is no impropriety when there are no other bidders present at a Sheriff's Sale for the County Attorney to make the purchase? Do you recall that opinion?

MR. KAUFMANN: I will be glad to read it for you. "In view of the above holding of the Court of Civil Appeals, it is our opinion that a City Councilman may properly submit a bid on property being foreclosed for delinquent taxes as a result of a suit instituted by the City of San Antonio, if the City Council or said Councilman did not have any connection with subject property prior to such sale and further that the bid submitted for said property is at least the amount of all the taxes, penalty, interest and cost."

MR. TORRES: Doesn't that opinion say, that was Article 5232G, providing that there was no bidder for land offered for sale under a court calling for a lein for taxes, the County Attorney shall bid that off to the State, when there is no bidder. It makes that provision right?

MR. KAUFMANN: I believe Mr. Torres that the City Attorney cites another law suit as a part of his opinion. Of course, the facts are different from this one and cites that case as a Judicial Precedent for giving his opinion to Mr. Jones, a laymen in this event, that Mr. Jones' purchase of the property at a tax sale would not be improper.

MR. TORRES: I am just trying to get a clarification from Mr. Wolf before I got on to you. Now Mr. Wolf, in section, in the opinions that you have cited, is there any interpretation there of a Charter provision that can be equated with Section 141 of our City Code. It says that any officer or an employee of the City shall not contract direct or indirect with the City of San Antonio, is that correct? Are there any Charter interpretations such as ours in those two opinions that you cited sir.

MR. TORRES: In Section 141 of our City Code was not involved in those two opinions, is that right?

MR. WOLF: What I am saying is that I was asked a particular question and I gave a particular answer.

MR. TORRES: I see. So Section 141 of our City Code was not involved.

MR. WOLF: It was involved, but not mentioned.

MR. TORRES: It was involved, but not mentioned in that opinion. OK, now Mr. Kaufmann, earlier said, at the last Council Meeting where this was discussed, that this Project 56A Drainage Project had been planned and the route had been set as early as and I quote him "1949 and 1956" do you recall that statement being made by Mr. Jones.

MR. KAUFMANN: I recall him saying that the original route had been set to Fair and Clark, which I will agree with you sometime prior as pointed out in Terrell Bartlett Master Drainage Plan which is where you got the map from that you reproduced in your charges.

MR. TORRES: And Mr. Jones did come on the Council in September 1963 right? And this project was voted on in January 1965, is that correct?

MR. KAUFMANN: January or February, 1965.

MR. TORRES: February 18, 1965, and Mr. Jones did vote on this particular Ordinance. Now you say this project was planned long before Mr. Jones came on the Council. I am wondering did Mr. Jones have any official capacity with the City of San Antonio before that time? Was he on any Commission or Board. What Commission was he on?

MR. KAUFMANN: Board of Adjustment to the City of San Antonio.

MR. TORRES: For how long? Several years. Then he did hold an official capacity with the City of San Antonio prior to coming on the Council and in July, 1963 these Engineers were hired and directed to take this route and study this drainage project going to Fair & Clark Avenue, not touching the Mission View Subdivision is that right?

MR. KAUFMANN: I'd really have to look at the contract itself Mr. Torres, and see what the Engineers were told. The Ordinance says down in "A" Preliminary Phase Two, that the Engineers do the Preliminary Engineering Study and report on the project and make location maps and offer solutions to the problems that they find from the engineering point of view.

MR. TORRES: And the Ordinance did direct that they go to Fair and Clark Avenue, is that right?

MR. KAUFMANN: The Ordinance describes the project as Storm Drainage Project 56A, which by its description mentions it going to the intersection of Fair and Clark Avenue which does not touch the Mission View Subdivision.

MR. TORRES: Now on October 10, 1963, this Ordinance No. 31830 provided for payment to the Engineers, right? And you were on the Council at this particular time and both you and Mr. Jones voted on the Ordinance is that right?

MR. KAUFMANN: Thats right.

MR. TORRES: I believe you made the statement that the Engineers said the route was changed or extended to take advantage of the paving on Bremen Street?

MR. KAUFMANN: No, I didn't say that.

MR. TORRES: There was no paving on Bremen Street?

MR. KAUFMANN: Of course there was no paving on Bremen Street. The reason they wanted to go up Bremen Street was that Bremen was the low point where the water flowed. The problem was inlet capacity as the Engineer mentioned in his preliminary statement, second sentence, Paragraph 3, the entrance to the storm sewer was extended to Hiawatha Street to provide for adequate run-off from forty five (45) acres at the beginning of the water shed. I think it is important that you understand that what we are saying is that

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if we have a drainage situation, we have an area that drains into a water shed and you've got drainage into a project from this point here, was for too large an area. All of the water in this area, can't get in to an inlet at this point because of the difficulty in that it would be so big that it would be dangerous. And if it could not take care of the water it would pond down here in the middle of Clark Avenue. So in order to take care of the inlet at this point it was determined that the project should be extended in this manner. Later in August, portion was apparently moved and is following the natural extension and needed this to take care of all the run-off. Later in August this portion was apparently moved, but the Engineers determined this. This is the low point, this is higher. This is following the natural draw and it needed to have this extension to take care of all this run-off, by having it a curved, paved street. This water which would cause a poll in the middle of Clark Avenue, stand out in these other streets and go into these inlets here and here. Incidentally, it is interesting that the water east of a point right between Clark and Bremen goes east and the rest of it goes west. This is a hill right in here and apart of this water goes down Clark and this water here and here comes down on Bremen Street.

MR. TORRES: There was no Bremen Street then in other words.

MR. KAUFMANN: It was a street only on a map, nothing on the ground.

MR. TORRES: But it was opened up by virtue of this particular project, is that correct?

MR. KAUFMANN: Yes, the Engineers preliminary report, as we looked at awhile ago, provided that as a part of the project, down here at the bottom, it says construct new pavement and curbs along Bremen and Glover Street.

MR. TORRES: To clarify something in my mind, when Mr. Jones made the statement that this project was not extended and that all the plans were laid before he got on the Council, is that an incorrect statement?

MR. KAUFMANN: The project was determined in July of 1963 as we have just seen by looking at the Engineers preliminary report.

MR. TORRES: And he voted on the extended project in October, 1963.

MR. KAUFMANN: In October, 1963 he voted on an Ordinance to pay the engineers their fee.

MR. TORRES: Then he voted on an Ordinance in January, 1965 on the extended project.

MR. KAUFMANN: February, 1965.

MR. TORRES: February, 1965. So he did vote on this project and this thing was extended.

MR. KAUFMANN: He sure did.

MR. GATTI: May I ask a question. This last preliminary report that you showed us, this date, July 12, 1963. Is this the report that actually calls for the extension of this Sewer Project 56A?

MR. KAUFMANN: Yes, because in the report itself, it spells out in paragraph, G, H & I, you can see it, Glover, Bremen and Hiawatha.

MR. GATTI: Now when did Jones come on the Council?

MR. KAUFMANN: September of 1963.

MR. GATTI: Well then in other words, the preliminary report, the Engineering was determined according to this report on July 12, 1963. Now the fact that Mr. Jones voted on it on October, I don't think is germane to this problem at all.

MR. KAUFMANN: This is a matter that you will have to discuss between yourselves. I maintain

MR. TORRES: I am merely trying to bring out the facts Mr. Gatti.

MR. GATTI: I want you to.

MR. TORRES: Let me ask you a few other things Mr. Kaufmann. You say that those lots are set at \$20. to \$40. at this time.

MR. KAUFMANN: According to the records that I have, these are County Records, the City has them assessed at \$70.

MR. TORRES: Mr. Jones at this time owns how many lots on Bremen Street sir?

MR. KAUFMANN: Half interest in six and half interest in five and half interest in three.

MR. TORRES: Half interest in fourteen lots.

MR. KAUFMANN: These are thirty foot lots. You are aware of the City Ordinance that you can't build on a 30' X 100' lot because there is not enough squarefeet, so you actually have to have two thirty-foot lots in order to build one house.

MR. TORRES: And what are those lots selling for?

MR. KAUFMANN: I don't have any idea.

MR. JONES: They are not sold and they don't have any utilities.

MR. TORRES: What are comparable lots in the area selling for Mr. Kaufmann.

MR. KAUFMANN: I don't know of any lots that have sold around this portion because it is not developed. There are no utilities in the area. Up at the other end of the subdivision on Meadowlark Street where there are sewers that we have just seen, where there is paving, money put in there, and utilities put in, those lots have been sold.

MR. JONES: Those lots, it takes two of them to make a building site. There is a minimum of about 6,000 square feet in each lot.

MR. TORRES: And what are they selling for?

MR. JONES: They would probably sell after they are completely finished with utilities. I have an estimate that it would probably take about \$3,000 to service this utilities. That's sanitary sewers, water and so forth. About \$3,000 to bring utilities into these lots. It will cost alot more to bring them in now, with the streets being paved.

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MR. TORRES: The lots worth?

MR. JONES: The lots wouldn't be worth but about \$2,000 to \$2,200 for a building site. They are not worth that now.

MR. TORRES: Do you recall making a statement when we discussed this at the Council Meeting that these lots were worth \$2,000?

MR. JONES: No sir, I do not.

MR. TORRES: OK, when was that Meadowlark Paving Project completed Mr. Kaufman? Do you recall that sir? Would that be about December, 1965?

MR. KAUFMANN: Apparently one of the blocks, judging by the last letter from the City that is dated September, 1965.

MR. TORRES: That's when the agreement with the City was finalized, correct?

MR. KAUFMANN: Mr. Torres you are saying that the agreement with the City on a participation basis, Mr. Jones doing some work and the City doing some work.

MR. TORRES: This was no agreement with the City.

MR. KAUFMANN: There're no pecuniary or financial interest between Mr. Jones and the City of San Antonio on contracts.

MR. TORRES: So the City just decides to go out there and put in the paving and the curbing about the same time he decides to make the same decision.

MR. KAUFMANN: You have seen the communications carried on between Mr. Jones and the City.

MR. TORRES: That communication was finalized then as a communication between the City of San Antonio and Mr. Jones and finalized in September of 1965.

MR. KAUFMANN: That's when the streets were built, yes sir.

MR. TORRES: No, no, I don't think you are entirely familiar with the situation.

MR. KAUFMANN: Perhaps you can acquaint me with it.

MR. TORRES: Yes sir, the project was completed in November of 1965. When did he sell the first lots after November, 1965?

MR. KAUFMANN: Well, you tell me the relevancy of it?

MR. TORRES: I am asking the questions right now.

MR. KAUFMANN: I am asking for the relevancy

MR. TORRES: I think it is relevant to the charges that I have made and to the defenses that you have interjected in this particular manner. Now if you don't wish to answer, then don't answer. Certainly I can't make you answer.

MR. KAUFMANN: What does it have to do with what you are talking about.

MR. TORRES: Is it just that you don't want to answer.

MR. KAUFMANN: I don't think its material.

MR. TORRES: I think it is material. Let's go on to something else.

MR. GATTI: Lets answer the question.

MR. KAUFMANN: I don't know what the materiality of it is. He sold some lots. In the information that you supplied in your charge you show a deed in some of these lots in 1966. Is it on Meadowlark that you are talking about ---

MR. GATTI: In all due respect to our colleague, Mr. Torres, according to the information that I jotted down here, the first contact that Mr. Jones made in reference to the Meadowlark Paving was in June, 1962 and I think a reasonable explanation was given --- because of a lack of funds he did one block of it. In a letter of January 9, 1964, when Mr. Jones was on the Council and a letter of August, 1965 he asked to complete this project. I don't see where there is any conspiracy involved in this. If the man made the request in 1962 and as Mr. Kaufmann said there was no pecuniary interest involved, I don't see what you are getting at Mr. Torres.

MR. KAUFMANN: Let me answer his question. The only thing I know about it and I'll get more information if necessary. I just don't want to extend this thing unduly we've got so many matters to cover. You supplied two deeds on lots 27 and 28 showing the conveyance was made in March of 1966. Here is another one that shows a conveyance was made in January of 1966. I reply to you that the purpose of paving the streets and putting in sewers would be to sell the lots. Thats why he did it.

MR. TORRES: In September 1965 the City agreed. He had his agreement or communication with the City for the paving and the paving was completed in November or December, 1965. In January He started selling the lots. These are the lots that were sold to Mr. King, is that right? Now let me ask you this, you are familiar as I in these matters, if not more. If a developer turns property over to the City that is a development, isn't he required to provide the paving, the curbing and the sewage, Mr. Kaufmann?

MR. KAUFMANN: He is now.

MR. TORRES: And he was prior to the 1952 code, I mean he has been required since 1952, isn't that true.

MR. KAUFMANN: He has been required for some time. I don't know just when it became effective. I know I used to live in the Shearer Hills Area and I know a project was put in there. It cost the tax payers about a half a million dollars because it was not required of the developers to put in paved streets, drainage and sewers. So sometime after that project went in, I don't know when that was, 1952, Mr. Granata tells me, the subdivision regulations were strengthened. At that time before a subdivider could get his plat accepted, he either had to have the work done or put up the bond so the City would be satisfied that it would be done so we wouldn't have situations like this old subdivision we are talking about."

MR. TORRES: Like the Mission View Subdivision?

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MR. KAUFMANN: Thats right.

MR. TORRES: Even when a developer or a realtor now takes over a subdivision, an old plat, the City doesn't necessary have to accept that street or the dedication, is that right? Until after the code provisions are complied with?

MR. KAUFMANN: I think you would have to understnad what we are talking about. This is not a situation where an individual took over Carta Blanca, a subdivision. This is a situation where an individual person, apparently Mr. Lane, one of the larger property owners, went in and bought individual lots in a subdivision. They don't have any obligations regarding the streets. And the City, other than its obligation to maintain its streets doesn't have any obligation regarding it either. But the City has the obligation, not the land owner, if one of the two have to put in the work.

MR. TORRES: If a man goes in there and develops these lots and sells these lots then its the Citys obligation to provide the curbing and the paving, is that what you are saying?

MR. KAUFMANN: That is not what I said. If you don't know, you should know better than that.

MR. TORRES: I think I know Mr. Kaufmann.

MR. KAUFMANN: I answered your question and you turned my words around.

MR. TORRES: I am not doing that. I think you are the one who is trying to get away from the fact that there has been a pattern established here. That a man takes advantage of a plat. You know the charges made. The man takes advantage of a plat that has been recorded and the fact that it was recorded as early as 1909. He moved in there and starts developing and requires the City to pay a protion of that development of his subdivision. Whereas a man ordinarily, unless he's on the City Council, he would have to put up with the expenses himself.

MR. KAUFMANN: There is no way to answer an irresponsible statement like that because it is not true and he told me it wasn't true.

MR. TORRES: I could of course sit here and yell "irresponsible" all day and that wouldn't make a bit of difference in the world would it? I have my opinions and you have yours.

MR. KAUFMANN: That is true.

MR. TORRES: One final thing I would like to ask here. Have you ever checked on the address of Mr. G. B. Lane. The deed indicates when they are sent back to him and he records them sir? You don't know the address on these deeds is 3206 Clark Avenue? Have you ever checked that out? Do you know where Mr. Lanes Office is? Let me ask you this. Is Mr. Lanes office with Mr. Jones'?

MR. KAUFMANN: Lets get some answers now.

MR. JONES: To my certain knowledge none of Mr. Lane's deeds have ever been sent to me and he is a very careful man. They are probably mailed to his home out in the country. I've got some people from my office who can stand up and state whether Mr. Lane's offices are with mine or not. I will ask one of them.

MR. KAUFMANN: Wait a minute before you get into that. Let's ask Mr. Torres if there is such a deed you would have a copy of it showing the address.

MR. TORRES: There is such a deed, but I don't have it now. I will obtain it. You mentioned some business transactions. You said possibly Mr. Jones has had some business transactions with Mr. Lane. Would you elaborate on this statement.

MR. KAUFMANN: I'll be glad to if you will tell me what you have in mind.

MR. TORRES: I want to know what you had in mind when you made the statement, you made the statement.

MR. JONES: I'll answer that. Mr. Lane owns this property and a lot of vacant property, owns some of the vacant houses, and my only business interest with Mr. Lane is that I listed occasionally some of his property on an open listed basis when he was attempting to sell it, and I have been able to help him in some cases to sell some of the property he has. He and I have no business interests absolutely together. You have a statement there to that effect. He is a responsible businessman and you can check him out easily through anybody including the President of the Alamo Savings and Loan Association.

MR. TORRES: I don't have anything further, Mr. Mayor.

MR. KAUFMANN: Mr. Mayor I would like to also, I think it is appropriate at this time, to call on two members of this staff to give information. Evidence that have been available in this Hearing to the parties involved. I can ask Mr. Granata to come up here? These instruments that we have shown here on the board, did you make these transparencies at my request?

MR. GRANATA: Yes sir, I did.

MR. KAUFMANN: And did you also make available these documents and information to Mr. Torres?

MR. GRANATA: Yes, most of them were available. They were all in Storm Drainage File No. 56A. Everything in my file, yes sir, except the affidavits from Molino. He had an opportunity to see them.

MR. KAUFMANN: On July 21, 1967 when Mr. Torres made his charges here in the Council Chamber and the court reporter took down those charges, at that time had Mr. Torres seen a copy of this preliminary engineering report?

MR. GRANATA: Yes sir.

MR. KAUFMANN: Where did he see it? Under what circumstances?

MR. GRANATA: I found it in the Engineering Division after Mr. Torres and I had been going over portions of the file. After I located the preliminary report on engineering, I took it to Mr. Torres in the City Clerks Office.

MR. KAUFMANN: Did Mr. Torres read it there in your presence?

MR. GRANATA: Mr. Torres thumbed through the report?

MR. KAUFMANN: Was Mr. Stough there also?

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MR. GRANATA: Yes sir, Mr. Stough was there, present.

MR. KAUFMANN: Did Mr. Torres ask copies be made of any portion of the report?

MR. GRANATA: Mr. Torres asked Mr. Kenny to make certain copies from the report.

MR. KAUFMANN: After the copies were made, was the report handed back to you?

MR. GRANATA: Yes sir, after Mr. Kenny went down and made copies, reassembled our preliminary report and gave it back to me.

MR. KAUFMANN: Was that copy of the preliminary report made before or after July 21, 1967 Hearing when these charges were read?

MR. GRANATA: They were made before.

MR. KAUFMANN: How long before?

MR. GRANATA: As I recall it was the Thursday before the Council Meeting, this was the 20th of July, 1967.

MR. KAUFMANN: I would like to ask Mr. Kenny, you have heard the statement made by Mr. Granata, a day or two before the Council Meeting on July 21, 1967, Mr. Torres was furnished with a copy with certain pages of the preliminary report. Which pages did you furnish Mr. Torres with copies?

MR. KENNY: The second and third page of the report.

MR. KAUFMANN: This is the second page of the report which shows that the entrance of the storm sewer was extended to Hiawatha Street?

MR. KENNY: Thats right.

MR. KAUFMANN: And the third page, also that he was given a copy of, shows that the preliminary report projected that the project would be extended along Glover and Bremen and Hiawatha Streets and that Glover and Bremen Streets would be paved, and you made copies of that report and gave it to Mr. Torres?

MR. KENNY: Yes sir.

MR. PARKER: What is the date on that report?

MR. KAUFMANN: This is the July 12, 1966 report, and was that before or after the Hearing here in the Council Chamber?

MR. KENNY: Before.

MR. KAUFMANN: The Thursday before the Hearing on Friday, when these charges were heard?

MR. KENNY: Yes sir.

MR. KAUFMANN: Mr. Mayor, at this point I state that not only the charges that have been brought against Mr. Jones are unfair and untruthful, but I also charge that at the time Mr. Torres made the charges that the project was extended after October of 1963, the charge that the additional cost of the project was incurred somewhere down the line, that at that time Mr. Torres either knew or he should have known by the copies he had in his hand that the charges were false.

MR. TORRES: Let me say this Mr. Mayor is respite. I was aware of this report of July, 1963. Colonel Stough and I studied the report and I believe that Colonel Stough had read the report earlier in the week. I don't see where the report of July 1963, in view of the fact that this Council passed on this after September 1963 when Mr. Jones was on the Council, and in view of the fact that the Council passed on the Ordinance, passed on the fact which made the expenditures in question, which authorized the expenditures for \$600,000. This is the matter that I have charged Mr. Jones with, primarily the fact that he voted on an Ordinance that was going to benefit his property and his business interests and which is a violation of our City Charter. This is the matter that I raised and this is the matter that is germane to the issued here Mr. Kaufmann. And I will tell you right now, that if you expect an apology from me for doing the duty that I have as a public official, you will not get an apology from me because I'm not going to make one.

MR. PARKER: I would like Mr. Kaufmann to read once more the charges he made regarding this matter, just one sentence there, about the extension.

MR. KAUFMANN: The charges on Page 5 of the allegations. "Mr. Jones was on the Council in October of 1963 when he voted on this Ordinance which embraced the original route and which would not have affected his property and his holdings on Bremen Street where he owned substantially the entire block." It goes on to say, "that my colleague would claim that no changes would occur in this drainage route after he was on the Council, yet it was not until after October 1963, that the project was extended beyond the intersection of Fair and Clark." He reads that to the Council on the 21st of July and on the 20th of July he had gotten a copy of the preliminary report which shows that the project already has been extended beyond the corner of Fair and Clark and the estimated cost of \$463,000 includes the extended portions. He goes on to say, "That in February, 1965 the Council voted on accepting the low bid for construction of Storm Drainage Project 56A which at this time included the Bremen Street Improvements." Of course it did, it had ever since July, 1963. "The Ordinance called for expenditures of \$607,012. This amounted to an increase of \$143,000 above the estimates made without the extension in question." And if we are going to believe Mr. Morales and the letter that he submitted in August, 1963, this estimate was made including this extension in question and the final cost ended up, in fact was \$562,000. It came in under the bid. The original contract bid was \$575,000, not \$600,000 which would have included a bunch of contingencies that were not used. The final contract price was \$575,000. The contract was completed at \$560,000; the field operations were \$1,867.79 and the contract was finished at \$562,000. What happened was that a year and half after the estimates were made, the cost of the project exceeded the amount of the estimates.

MR. TORRES: If I may Mr. Kaufmann, let me read further from the charges that I made to the Council. I also state that on February 18, 1965, Council voted on accepting a low bid on Storm Drainage Project 56A, which at this time included the Bremen Street Improvement. The Ordinance called for expenditures of \$607,012. This amounted to an increase of \$143,862 above the estimates made without the extension in question. Councilman Jones voted for this expenditure. The Minutes do not reflect that he advised the Council of his purely private interest in the project. I submitted the Ordinance to the Council and I think it is without dispute that he voted on this Ordinance, Mr. Kaufmann. AUG 18 1967

MR. KAUFMANN: Certainly he voted on it, there was nothing improper in him voting on it.

MR. TORRES: That's your view point.

MR. KAUFMANN: Mr. Torres he should be criticised if he did not vote on it. The attitude you take is that if an individual lives in a neighborhood which might be affected by a project of the City Council, the first thing that his neighbors better do is to make sure he never gets on the City Council because he could never support that project, if your point of view is correct, and that is not so.

MR. TORRES: I have had since I got on this Council, had to give up \$1,000 to \$1,500 a month in my Corporation Court practices simply because there would be a conflict. Policemen who are allowed to work after hours are not permitted to work in bars or anywhere liquor is sold because they are going to be engaged in a conflict. Mr. Ralph Langley, for example, recently on our Library Board was going to contract with the City of San Antonio, was going to submit a contract to the City of San Antonio he being a Lawyer, and realizing the proper thing to do, resigned, which was the only thing that he could have done. What I have said here is that if a man must maintain a conflict, then he must not remain on this Council.

MR. KAUFMANN: Mr. Torres, I am satisfied with an investigation of the facts, and I hope the Council will. The only conflict that exists here is the one in your own mind as to what constitutes a conflict.

MR. TORRES: As far as you represent your advice, Mr. Kaufmann you represent your own interest in this matter. You are paid to appear here for Mr. Jones I can't blame you for taking your position. I certainly wish that I could have, . . . you are here to represent your client and I think you have done a wonderful job. Thank you.

MAYOR: Are there any questions on the part of the Council? Mr. Shelley, you of course have been aware of what has been going on. Do you or Mr. Wolf have any, have you checked, when you got Mr. Torres' allegations, have you checked the facts in regard to them?

MR. SHELLEY: Mayor and Council, after the July 21st Meeting where the charges were made, the following week I did request the City Legal Department to check into the matter, into all the City records that were involved and all in this. The report which I received from the Legal Department (Exhibit U) indicates that the City records do not support the charges. That's a summary statement. I have photostated the Memorandum from the Legal Department to me for each Member of the Council.

MR. TORRES: Who is the Lawyer that signed the Memorandum, Mr. Shelley?

MR. SHELLEY: The Memo is from Mr. Wolf to myself sir.

MR. TORRES: Sam Wolf, the man who said the Minimum Wage Ordinance was unconstitutional? Is that the same Sam Wolf?

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MR. GATTI: Mr. McAllister, I think that was an uncalled for personal attack. I think it was a case where all Lawyers agreed, and this thing was not settled. Its not settled by a long shot. Its got to go much further up the line of Legal Jurisprudence. And I think Mr. Torres that you, I give you all the right in the world for free speech, but when you slanderously attack people the way you have, I think it is uncalled for.

MR. KAUFMANN: The report that the City Manager mentioned was prepared under the direction of the City Attorney. I think the City Attorney ought to tell us who prepared it, because the fellow who prepared it called on me for certain information that he needed in order to go in with his report. Who made that report?

MR. WOLF: Most of the opinions that are requested by the Legal Department are prepared by my Legal Staff. In this particular case, I assigned this matter to Baldimar Jiminez, who is responsible for the original drafts.

MR. KAUFMANN: We say that report is made available to the Council. We request that it be made available to the Press.

MAYOR: Any other information to be presented, any questions by any other Members of the Council? If not I will declare that we will take a recess and see what action, what conclusion we find.

After a short recess the meeting reconvened with the following Members present: McALLISTER, CALDERON, JAMES, GATTI, TREVINO, PARKER and TORRES; Absent: COCKRELL and JONES.

MAYOR: We have a statement that will be presented as a Resolution of the Council and will be voted on by the Council. The Clerk will read the Resolution.

A RESOLUTION

* * * *

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

The Council finds the charges presented by Mr. Torres against Mr. Robert Jones to be unfounded, unfair and not based on fact.

We find that Mr. Jones has in no way been guilty of the charges or any misconduct. The charges represent complete irresponsibility on the part of Mr. Torres. Not only has he made false charges, but the facts presented would indicate he knew they were false; this constitutes gross misconduct and is deserving of this censure.

PASSED AND APPROVED this 18th day of August, 1967.

/s/ W. W. McALLISTER

MAYOR

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ATTEST: /s/ J. H. Inselmann
City Clerk

On Roll the Resolution was passed and approved by the following vote: AYES: McAllister, Calderon, James, Gatti, Trevino and Parker; ABSTAINING: Torres; ABSENT: Cockrell and Jones.

MAYOR: This concludes the Hearing, we stand adjourned.

AN ORDINANCE

EXHIBIT A

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO
AND GULLAHER, LODAL & SULLIVAN, INC.,
FOR ENGINEERING SERVICES ON CERTAIN STORM
DRAINAGE IMPROVEMENTS.

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

1. This ordinance makes and manifests a contract between the City of San Antonio, hereinafter called "City", and GullaHER, LodAL & SULLIVAN, Inc., hereinafter called "Engineer", as follows:

- (1) Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth in connection with the following designated Storm Drainage Improvement Projects:

STORM DRAINAGE IMPROVEMENT PROJECT NO. 55-A, from a point on the north side of Interstate Highway 37 Expressway somewhere between Betty Joan Street and Avondale Avenue northward to the intersection of Fair and Clark Avenue.

SECTION I

CHARACTER AND EXTENT OF SERVICES

Engineer shall not commence work on a project until he has received written notification from the City. Engineer shall render the following professional services necessary for the development of the Project:

A. Preliminary Phase:

- (1) Attend preliminary conferences with City officials regarding the project.
- (2) Prepare a preliminary engineering study and report on the project, in sufficient detail to indicate clearly the problems involved, including locations of all existing or proposed utilities within the proposed project right-of-way and the alternate solutions available to the City; to include preliminary layouts, sketches, proposed location map showing additional right-of-way requirements, and cost estimates (excluding land costs) for the project, and to set forth clearly Engineer's recommendations. Such report shall conform to all applicable master plans as near as possible, and shall include a plan for coordinating and scheduling with other proposed projects where possible conflicts are involved.
- (3) Furnish City five (5) copies of the preliminary report, including preliminary layouts, sketches and cost estimates, including an estimate of the time which will be required to complete the Field Survey and Plans and Specifications Phases after approval of preliminary phase by Director of Public Works.

SECTION IX

ASSIGNMENT OR TRANSFER OF INTERESTS

Engineer shall not assign or transfer his interest in this contract without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent or employee of the City.

2. PASSED AND APPROVED this 8th day of May,
~~1960~~, A.D.
1963,

Wm. McCrester
MAYOR.

ATTEST:

J. H. Jaschman
City Clerk

3. Signed and accepted this 30th day of April,
1960, A.D.
1963,

GULLATT, LODAL & SUELLENFUSS, INC.

By: *Melvin S. Sueltenfuss*

ORD. NO. 31332

MAY 8 1963

J. H. Jaschman
CITY CLERK

EXHIBIT A

EXHIBIT B

PRELIMINARY REPORT
for
PROPOSED STORM DRAINAGE PROJECT 56A
CITY OF SAN ANTONIO, TEXAS

Prepared by:
GULLATT, LODAL & SUELTEMFUSS
July 12, 1963

EXHIBIT B

PRELIMINARY REPORT
for
PROPOSED STORM DRAINAGE PROJECT 56A
CITY OF SAN ANTONIO, TEXAS

GENERAL STATEMENT:

The project as proposed herein follows in general the recommendations of the original report submitted in May 1959 for Storm Drainage Project 56.

The limits of investigation for this report are between the uppermost portion of the watershed and the outlet at the Betty Jean Street culvert. It is anticipated at this time that there will be full or partial participation by Texas Highway Department in providing for drainage from the Betty Jean crossing to the upper end of existing drainage structure at Hot Wells and State Streets.

The storm sewer and water shed as proposed for this project are indicated on the Key Map under design criteria included in this report. The entrance of the storm sewer was extended to Hiawatha Street to provide for adequate pick-up of runoff from forty-five acres at the beginning of the water shed.

A concrete lined channel is proposed from the outfall structure at Monticello Ct. to the proposed culvert at Betty Jean. This channel will require the purchase Right-of-Way approximately paralleling the existing sanitary sewer casement. The Right-of-Way requirements for the proposed project are shown on the R.O.W. Map included in this report.

A pilot channel along existing water course from Betty Jean Court to Avondale will be required to handle the runoff during interim time between construction of the project and construction of drainage facilities for the proposed expressway leg of IH37.

SCOPE OF WORK:

The scope of the work in this project as proposed in this preliminary report is generally outlined as follows:

I. Storm Sewer:

- A. Construct approximately 1000 lineal feet of 10 ft. by 7 ft. box culvert along Monticello and Lyric to Dauchy Rd.
- B. Construct approximately 1300 lineal feet of 9 ft. by 6 ft. box culvert along Lyric and Goliad Rd. from Dauchy Rd. to Pennystone.
- C. Construct approximately 400 lineal feet of 8 ft. by 6 ft. box culvert along Goliad Rd. from Pennystone to Waugh.
- D. Construct approximately 1550 lineal feet of 7 ft. by 6 ft. box culvert along Waugh and McDougal from Goliad Road to Clark.
- E. Construct approximately 600 lineal feet of 6 ft. by 6 ft. box culvert along Clark from McDougal to Heather.
- F. Construct approximately 450 lineal feet of 72 inch pipe culvert along Clark from Heather to Glover.
- G. Construct approximately 450 lineal feet of 60 inch pipe culvert along Glover from Clark to Bremen.
- H. Construct approximately 675 lineal feet of 48 inch pipe culvert along Bremer from Glover to Hiawatha.
- I. Construct approximately 500 lineal feet of 42 inch pipe culvert laterals along Hiawatha.
- J. Construct approximately 71 curb inlets with 24" laterals.
- K. Construct approximately 3 junction structures.
- L. Construct outfall structure.

II. Channel Work:

- A. Construct approximately 600 lineal feet of concrete lined channel from Monticello to Betty Jean.
- B. Construct approximately 1000 lineal feet of pilot channel from Betty Jean to Avondale culvert.

III. Streets:

- A. Recondition streets and curbs along Monticello, Lyric, Waugh, McDougal and Clark.
- B. Construct new pavement and curb along Glover and Bremen.

GULLATT, LODAL & SUELTFENFUSS, INC.
CONSULTING ENGINEERS
1411 TOWER LIFE BUILDING
SAN ANTONIO 5, TEXAS

EXHIBIT C

O. T. LODAL, P. E.
DOSWELL GULLATT, P. E.
MELVIN C. SUELTFENFUSS, P. E.

TELEPHONE
CAPITOL 4-9201

August 28, 1963

Mr. Virgil Newman, City Engineer
City of San Antonio
City Hall
San Antonio, Texas 78205

Dear Mr. Newman:

Enclosed herein please find the revised preliminary cost estimate for Storm Drainage Project 56A.

Revisions included in this estimate consist of rebuilding Monticello and Lyric Streets including all new curbing, reconditioning of Goliad, Waugh and McDougal Streets including partial replacement of curbing, and revision in original estimate of necessary sanitary sewer work.

Very truly yours,

Robert Mireles

Robert Mireles

RM/dp
Enc.

EXHIBIT C

PRELIMINARY COST ESTIMATE:

The preliminary cost estimate as submitted herein is based on recent unit prices for work of similar nature and conditions.

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
10' x 7' Box Culvert	1000	L.F.	\$ 63.00	\$ 63,000.00
9' x 6' Box Culvert	1300	L.F.	53.00	68,900.00
8' x 6' Box Culvert	400	L.F.	50.00	20,000.00
7' x 6' Box Culvert	1550	L.F.	45.00	69,750.00
6' x 6' Box Culvert	600	L.F.	40.00	24,000.00
72" Pipe Culvert	450	L.F.	38.00	17,100.00
60" Pipe Culvert	450	L.F.	30.00	13,500.00
48" Pipe Culvert	675	L.F.	20.00	13,500.00
42" Pipe Culvert	500	L.F.	18.00	9,000.00
24" Pipe Laterals	1500	L.F.	10.00	15,000.00
Curb Inlets	71	Ea.	500.00	35,500.00
Junction Structures	3	Ea.	1000.00	3,000.00
Outfall Structure	1	Ea.	3000.00	3,000.00
Conc. Lined Channel	1600	S.Y.	5.50	8,800.00
Betty Jean Culvert	1	Ea.	8000.00	8,000.00
Reconditioning Streets	9800	S.Y.	1.00	9,800.00
Rebuilt Streets	9700	S.Y.	3.00	29,100.00
New Streets	1000	L.F.	5.00	5,000.00
New Curb	11,500	L.F.	1.20	13,800.00
San. Sewer Lines	2,000	L.F.	4.20	8,400.00
Siphons	16	Ea.	1000.00	16,000.00
San. Sewer Manholes	30	Ea.	200.00	6,000.00
Pilot Channel Excav.	1000	L.F.	3.00	3,000.00
				\$463,150.00
			10% Misc.	46,315.00
				\$509,465.00

CITY OF SAN ANTONIO

CARBON COPY

EXHIBIT D

City Attorney

Director of Public Works

City Manager, Controller, Engr. Div., Contract File

Storm Drainage Project 55-A

September 30, 1958

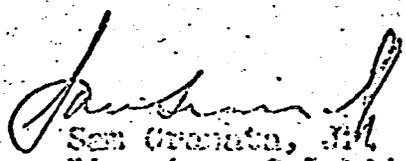
On May 8, 1958, the City of San Antonio awarded to Cullatt, Lodal & Sueltenfuss, Inc., Consulting Engineers, a contract under Ordinance No. 31332 to perform engineering services on Storm Drainage Project No. 55-A, from a point on the north side of Interstate Highway 37 Expressway, somewhere between Betty Jean Street and Avondale Avenue northward to the intersection of Fair and Clark Avenue.

This office has not approved the preliminary report submitted by Cullatt, Lodal & Sueltenfuss, Inc., and the estimated cost of this project is \$403,100.00. In order that payments may be made for the preparation of plans and specifications, it is necessary that an appropriation be made for the engineering fee.

Please prepare an ordinance for Council action at their next regular meeting, appropriating \$27,700.00 out of No. 479-13, Storm Drainage Improvement Bonds, Series 1957, payable to Cullatt, Lodal & Sueltenfuss, Inc., Consulting Engineers, said amount being six percent (6%) of the estimated cost of construction as set forth in the engineering contract.

It is also requested that this ordinance include the appropriation of \$2,000.00 from this same fund to be used as a Miscellaneous Expenses Contingency Account for this project.

I will handle the explanation of this item at the meeting.


Sam Granata, Jr.
Director of Public Works

SC:mf

APPROVED AS TO FUNDS:

Finance Department

10-10-63

EXHIBIT E

AN ORDINANCE 31810

APPROPRIATING THE SUM OF \$27,789.00 OUT OF FUND NO. 479-13, STORM DRAINAGE IMPROVEMENT BONDS, SERIES 1957, AND AUTHORIZING PAYMENT OF SAID AMOUNT TO GULLATT, LODAL & SUELLENFUSS, INC., CONSULTING ENGINEERS, AND FURTHER APPROPRIATING AN ADDITIONAL SUM OF \$2,000.00 OUT OF SAID FUND NO. 479-13, STORM DRAINAGE IMPROVEMENT BONDS, SERIES 1957, TO BE USED AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT.

WHEREAS, the City of San Antonio awarded to Gullatt, Lodal & Sueltenfuss, Inc., Consulting Engineers, a contract to perform engineering services on Storm Drainage Project 55-A, from a point on the north side of Interstate Highway 37 Expressway somewhere between Betty Jean Street and Avondale Avenue northward to the intersection of Fair and Clark Avenue; and

WHEREAS, Gullatt, Lodal & Sueltenfuss, Inc., Consulting Engineers, has submitted its preliminary report and the estimated cost of the project is \$463,150.00 and in order that payments may be made for the preparation of plans and specifications, it is necessary that an appropriation be made for the engineering fee; NOW, THEREFORE,

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

1. The sum of \$27,789.00 is hereby appropriated out of Fund No. 479-13, Storm Drainage Improvement Bonds, Series 1957, payable to Gullatt, Lodal & Sueltenfuss, Consulting Engineers, said amount being 6% of the estimated cost of construction as set forth in the engineering contract.
2. An additional amount of \$2,000.00 is appropriated out of Fund No. 479-13, Storm Drainage Improvement Bonds, Series 1957, to be used as a Miscellaneous Expenses Contingency Account.
3. PASSED AND APPROVED this 10th day of October, 1963.

ATTEST:

M. McCallister
MAYOR

City Clerk.

APPROVED AS TO FORM:

APPROVED AS TO FUNDS:

[Handwritten signatures and stamps]

13

#5

COLGLAZIER CONSTRUCTION COMPANY

Roads & Streets



July 11, 1967

TO WHOM IT MAY CONCERN:

In regard construction of the City of San Antonio Drainage Project No. 56-A, we were sub-contractor to Ross Watkins Inc., for excavation of concrete drainage box and the building of all streets and curbs along the drainage box.

As the job progressed we contacted all close by vacant property owners to see if we could dispose of some of the surplus dirt from the excavation, on their property and we obtained their permission to do so. It was with the understanding that we would grade the property when the filling was completed. Any property that we disposed material on, we fulfilled our obligation and graded same before we left the site.

We operate in this manner in order to keep the haul as short as possible for all surplus dirt.

Very truly,
Colglazier Construction Co.,

By *J J Colglazier*

J J Colglazier, Vice Pres.,

JJC/c

(3)

EXHIBIT F



CITY OF SAN ANTONIO

SAN ANTONIO 5, TEXAS

June 1, 1962

EXHIBIT H

Mr. Bob Jones
3401 So. Gavers
San Antonio, Texas

Re: Meadowlark Street

Dear Mr. Jones:

With reference to the improvement of Meadowlark Street, it is our understanding that you propose to improve this street for approximately 1,245 lineal feet and desire to pave 30 feet in width. It is also our understanding that prior to the street improvement, you propose to install curb on one side of this street and to arrange for installation of sanitary sewer line within and beneath the street right-of-way.

The City paving forces are agreeable to assisting in this work to the extent of providing necessary labor and equipment for the application of eight inches (8") of compacted base material and one inch (1") of Hot Mix Hot Laid Asphaltic Concrete.

It is our understanding that you desire to prepare the subgrade of the street to the grades provided by our Engineering Division, compacting said subgrade for the application of the eight inches (8") of crushed base material. It is our understanding also that you will provide the necessary base materials and asphaltic materials, and we are listing below the quantities estimated to be required at the prices which the City normally pays for these items under its contracts with its suppliers.

Crushed Base Material	
1,245 cu. yds. @ 50¢ per yd.	\$ 692.50
Contract Hauling	
121,630 yd. qtrs. @ \$0.0125	1,523.50
MC-1 Prime Oil	
830 gals. @ \$0.115	95.45
RC-2 Tack Oil	
210 gals. @ \$0.1175	24.68
Hot Mix Hot Laid Asphaltic Concrete	
228.25 tons @ \$3.90	<u>896.18</u>
TOTAL COST OF MATERIALS	\$3,226.31

700 LF.

Mr. Bob Jones

Page 2

June 1, 1962

Since the purchase of the MC-1 and RC-2 Oil in the small quantities required for this job will be difficult for you, you may substitute in lieu of these two items an additional 80 cu. yds. of crushed base material delivered to our stockpile area which is located near the intersection of "J" Street with Poland and Twohig Streets.

In the event this participation on your part as stated above the City furnishing the labor and equipment for the application of the base and asphalt surface are satisfactory, then it is requested that you so indicate by signing a copy of this letter which is furnished for this purpose and return to the writer.

In the meantime it is requested that you make the necessary arrangements with the Sewer Engineer with respect to the sanitary sewer and with our Engineering Division for the staking of Meadowlark both for your curb construction and later street work. It is understood, of course, that permits for the curb work are to be obtained by you from the Housing and Inspections Department, Trench and Sidewalk Division.

Very truly yours,

C. W. McKennon, Jr.
Assistant Director of Public Works

CHick:mf

cc: Engr. Div.,
Housing & Inspections,
Sewer Engr.
Victoria Area PW Engr.
Tom Ivy

EXHIBIT H



EXHIBIT I

CITY OF SAN ANTONIO

SAN ANTONIO 5, TEXAS

January 9, 1964

Danyshi
Mr. Raymond Danyshi

Mr. Bob Jones *1710 Danyshi*
3401 S. Gevers
San Antonio, Texas

Re: Meadowlark Street

Dear Mr. Jones:

It is our understanding that since our letter of June 1, 1962, regarding the improvement of Meadowlark Street, it is now your desire to reduce the number of lineal feet of street improvement from the amount of 1,245 to approximately 700 lineal feet. It is understood that the width of the pavement will remain 30 feet and that curb is to be installed on one side of the street if it has not already been done.

We are listing below a revised quantity of materials based upon the 700 lineal feet which now represents 2,333 square yards of street improvement. You will note that there is considerable change in some of the unit prices for materials now as opposed to the prices listed in our letter of June 1, 1962. These new prices are based upon our current annual contract prices with various vendors for these particular types of materials.

Base Material, 780 C.Y. @ \$1.10	\$ 858.00
MC-1 Prime Oil, 470 Gals. @ \$0.1075	50.53
RC-2 Tack Oil, 120 Gals. @ \$0.1075	12.90
Hot Mix - Hot Lay Asphalt 130 Tons @ \$4.30	<u>559.00</u>
TOTAL	\$1,480.43

It is our understanding that you are agreeable to participation in this street improvement to the extent

6604

EXHIBIT I

Mr. Bob Jones

Page 2

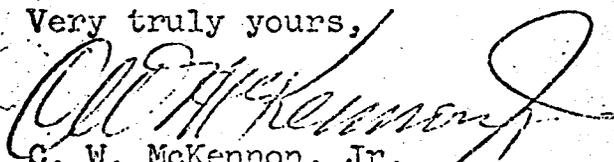
January 9, 1964

of preparing the subgrade of the street to the grades provided by our Engineering Division, compacting of the subgrade for the application of eight inches (8") of crushed base material. It is our understanding also that you will provide the necessary base materials and asphaltic materials as listed and the City forces are agreeable to furnishing the necessary labor and equipment for the application of the eight inches of compacted base material and one inch of hot mix - hot lay asphaltic concrete.

Since it will be impractical for you to purchase the small quantities of asphaltic oils such as MC-1 Prime Oil and RC-2 Tack Oil, it is permissible for you to substitute in lieu of these two items an additional 57 cubic yards of crushed base material to be delivered to our stockpile area at the Southeast Service Center Yard.

In the event the participation of this project by yourself with the City is satisfactory, it is requested that you so indicated on the attached copy which is furnished for this purpose and return to the undersigned, at which time the project will be scheduled for operation as soon as the present schedule of work will permit.

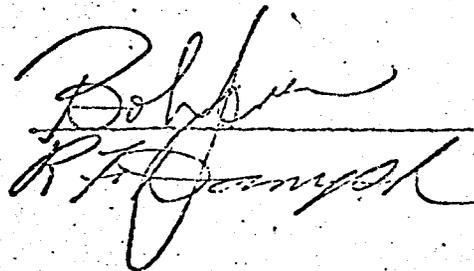
Very truly yours,



C. W. McKennon, Jr.
Assistant Director of Public Works

CWMcK:mf
cc: Southeast Area Engr.
Tom Ivy
Engr. Div.

APPROVED:



RECEIVED
JAN 24 1964

PUBLIC WORKS DEPT.

*1/16/64 - Notified Hansen
to take over in
handling this proj w/ Jones C.W.M.*

EXHIBIT J

August 19, 1965

Mr. Raymond Danysh
1710 Migsby
San Antonio, Texas

Re: Headolark, from Glover
south to alley

Dear Mr. Danysh:

We are informed that it is your desire to improve that portion of Headolark Street from Glover south to the alley, a distance of approximately 645 lineal feet, and that you desire to participate with the City in this street improvement.

The City is agreeable to improvement of this street with the understanding that you will perform the necessary subgrade excavation to City Engineer's grades, compact subgrade and provide to the City the following listed materials. This will provide an improved street for the 645 lineal feet, 30 feet in width with an 8 inch compacted base and hot mix - hot lay asphalt surface.

Base material - 720 cu. yds. @ \$1.33	\$ 957.60
MC-1 Prime Oil - 430 gals. @ \$0.1175	50.53
MC-2 Tack Oil - 110 gals. @ \$0.1175	12.93
HW/HL Asphalt - 140 tons @ \$4.30	<u>602.00</u>
	\$1,623.06

The City will install the base material which should meet State Highway Department Specifications 242, Type "A", Grade 1, maximum percent of wear not to exceed 40 (AASHTO Designation T-9550 L.A. wear).

In lieu of furnishing the prime oil and tack oil since the quantities are less than tank load lots, it is agreeable for you to substitute base material in the amount of 43 cubic yards for these two items, making a total of 763 cubic yards of base material.

The hot mix - hot lay asphalt material, Type "D", can be procured from either the Baxar Concrete Company or McDonough Brothers and should be delivered only when the City is ready to apply the pavement.

606

EXHIBIT J

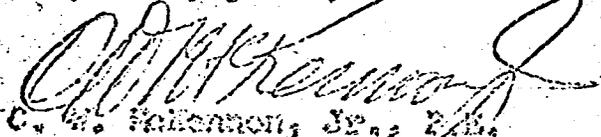
Mr. Raymond Benych

Page 2

August 19, 1955

In the event the participation in this project by yourself with the City is satisfactory, it is requested that you so indicate on the attached copy of this letter which is furnished for this purpose and return to the undersigned. The project will then be scheduled for operation as soon as the present work load of the Southeast Public Works Area will permit.

Very truly yours,



C. W. Falkenon, Jr., P.E.
Assistant Director of Public Works

Checked by
cc: Southeast Area Engr.
Tom Ivy
Eng. Div.

APPROVED:

EXHIBIT 15

September 17, 1965

Mr. Raymond Danysh
1710 Rigby
San Antonio, Texas

Re: Kensington, from Clover
south to alley

Dear Mr. Danysh:

This will acknowledge receipt of your approved copy of our letter of August 19, 1965, relative to improvement of the captioned street.

In accordance with your adjustment in the lineal footage involved, we are adjusting the quantities of materials from those included in our original letter to the revised quantities shown below.

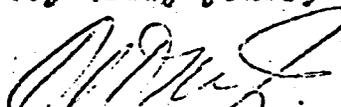
Base material - 550 cu. yds.	@ \$1.33	\$ 731.50
MC-1 Prime Oil - 350 gals.	@ 0.1175	38.78
MC-2 Tack Oil - 85 gals.	@ 0.1175	9.99
HH/HL Asphalt - 105 tons	@ 4.30	451.50
		<hr/>
		\$1,231.77

MC-1 & MC-2 = \$48.77 or 36 cu. yds. Base mat'l @ \$1.33 = \$47.88

As you will note, we have provided the equivalent of base material for the MC-1 and MC-2 oils which amounts to 36 cu. yds, which may be furnished in addition to the above mentioned base material as a substitute for the oil.

Please contact Mr. E. J. Hanson, Southeast Area Engineer, in connection with coordination of the commencement and operation of this project.

Very truly yours,


G. W. McKesson, Jr., P.E.
Assistant Director of Public Works

CHAK:mf.
cc: Southeast Area Engr.
Tom Ivy
Engr. Div.

608

#6

Copy
Council

City Attorney's Office

77-5

November 12, 1965

EXHIBIT L

Councilman Robert C. Jones
3205 Clark Avenue
San Antonio, Texas

Dear Bob:

Attached is a copy of memorandum about which we spoke.

Sincerely yours,

SAM S. WOLF
City Attorney

SSW:

Encl
a/s

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

EXHIBIT A

27-5

TO: City Attorney

FROM: J. Frank Norton and N. P. Cosgrove

COPIES TO:

SUBJECT: Purchase of Tax Property by City Councilman

Date November 1, 1965

The question has been raised as to whether a City Councilman can legally purchase property at a sheriff's sale, said property being sold as a result of a tax foreclosure suit instituted by the City of San Antonio.

In the case of Gibbs v. Scales, 118 S.W., Page 188 Court of Civil Appeals (w.o.e. denied) it was held that "Article 5232g, providing that, where there is no bidder for land offered for sale under a judgment foreclosing a lien for taxes, the county attorney shall bid the same off to the state, etc., does not render a purchase of the land by the county attorney for his own use void as contrary to public policy; the state being a purchaser only when there are no bidders."

In view of the above holding by the Court of Civil Appeals, it is our opinion that a City Councilman may properly submit a bid on property being foreclosed for delinquent taxes as a result of a suit instituted by the City of San Antonio if the City Council or said Councilman did not have any connection with subject property prior to such sale and further that the bid submitted for said property is at least in the amount of all delinquent taxes, penalty, interest and costs.

J. Frank Norton
J. FRANK NORTON
Assistant City Attorney

N. P. Cosgrove
N. P. COSGROVE
Senior Assistant City Attorney

JFN:NPC:lk

AN ORDINANCE 28, S10

ESTABLISHING RULES AND REGULATIONS FOR THE
EXTENSION OF SANITARY SEWER LINES.

EXHIBIT N

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

Section 1. Definitions

- A. **BORDER MAINS.** Mains which abut one or more sides of a subdivision but which serve other land as well as the land in such subdivision.
- B. **DEVELOPER.** A person who has subdivided; or intends to subdivide, land into lots for the purpose of development and sale.
- C. **EVALUATED COST.** The cost of a sewer main as established by the unit value for the size of main and appurtenances in conformity with the provisions of this ordinance.
- D. **OFF-SITE MAINS.** Sewer mains totally without a subdivision.
- E. **ON-SITE MAINS.** Sewer mains totally within a subdivision, including mains lying along one or more sides of a subdivision which serve such subdivision exclusively.
- F. **SINGLE CUSTOMER.** Any applicant for sewer service, other than a Developer.
- G. **SUBDIVISION.** A tract of land which has been, or is intended to be, subdivided or platted into lots for development and sale.

Section 2. EXTENSION OF MAINS FOR A SINGLE CUSTOMER.

Upon application by one or more Single Customers, the City will construct, lay or extend all necessary sewer mains to provide the service for which application is made provided, however, that such construction shall be limited to 100 feet for each lot having existing usable improvements which could connect into the proposed line. Should there be an insufficient number of such lots to warrant the construction of such lines under this provision, the City will construct the line at its expense as far as the provision of this section permit and the customers beyond this point may extend the line at their expense with the City furnishing all materials required.

Section 3. EXTENSION FOR DEVELOPER CUSTOMER.

A. **ON-SITE MAINS.** In the event a Developer desires the extension of sewer mains to serve his subdivision, the Developer shall bear the entire cost of all on-site mains. The size of the on-site mains to be installed shall be determined by the Director of Public Works, taking into consideration the requirements of adjacent areas of future growth which must be served by such mains. The decision of the Director of Public Works concerning the size of the required mains shall be final.

The construction of on-site mains in accordance with plans and specifications approved by the Director of Public Works will be done by a contractor of Developer's choice; provided, however, that such contractor shall furnish a performance bond, executed by a corporate surety authorized to do business in the State of Texas and maintaining in Bexar County an agent upon whom service of citation may be had, in an amount equal to the total construction cost. Said bond shall run in favor of the City or in favor of the City and the Developer, and shall be conditioned upon (1) completion of the entire construction in full conformity with the plans and specifications approved by the Director of Public Works; (2) maintenance of such construction for a period of ninety (90) days after acceptance thereof by the Director of Public Works; and (3) payment in full by the contractor of all claims for labor performed, or materials furnished, in connection with such construction. All such construction work shall be subject to inspection by representatives of the City, and no portion of any main installed in any excavation shall be covered unless and until the construction of such portion shall have been inspected and approved by a representative of the City.

RECEIVED
JAN 6 1934

PUBLIC WORKS DEPT

EXHIBIT O

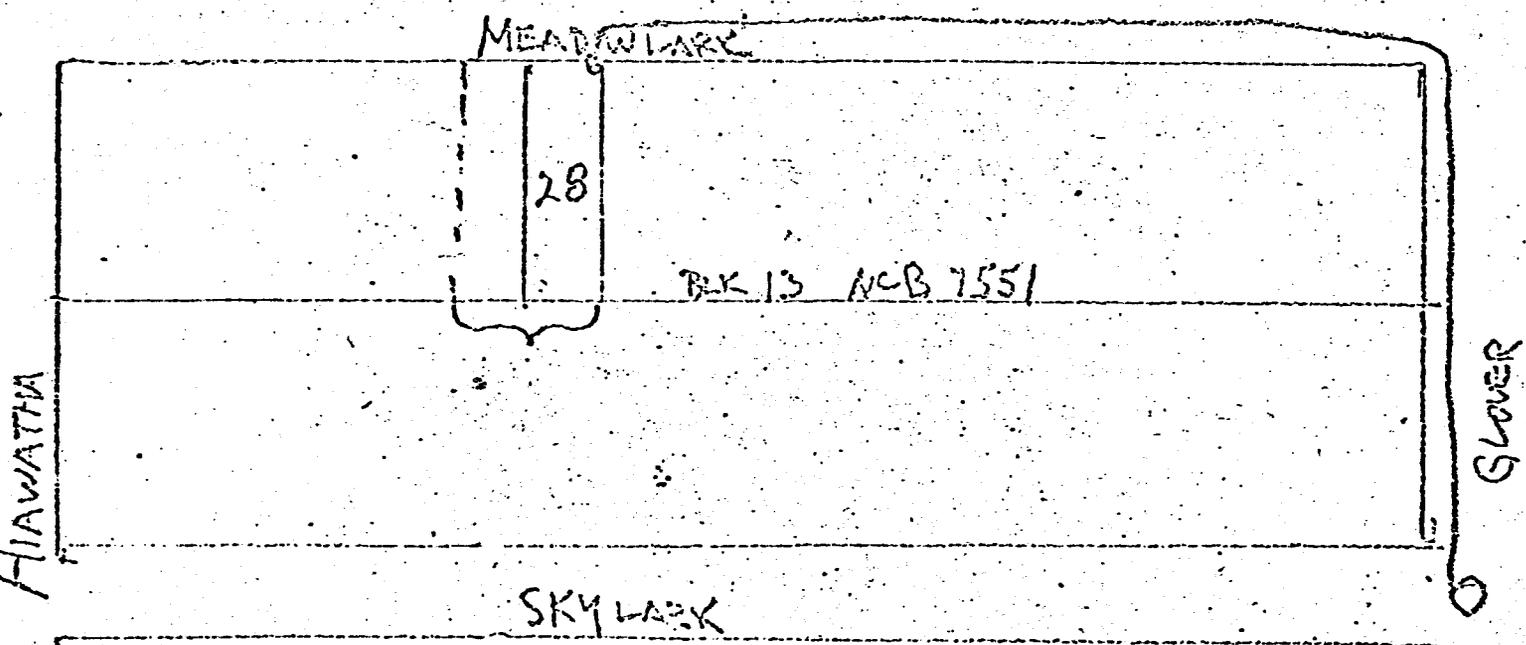
Mr. Ben Green, Jr.
Director of Public Works
City of San Antonio
San Antonio, Texas

Dear Sir:

As indicated, that the City will construct 100 feet of
sanitary sewer for each lot having existing public
improvements which could connect to this sewer and
supply the material for any extra length required if
we receive the label for its construction.

We, the undersigned, respectfully request the extension
of sanitary sewers to serve the following property.

Ben Green MEADOWLARK 28 7551
P.O. Box 23056
S.A. 10, TEXAS

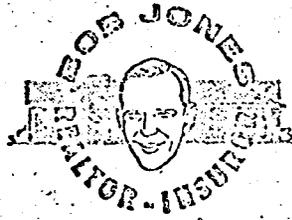


2 ———— 7/16

Approx 780.00 ft
D. S. M. 100 K63-31-PROFILE
K63-33 ✓

612

SALES
RENTALS
APPRAISALS
MANAGEMENT



FIRE
MARINE
CASUALTY
AUTOMOBILE

3205 Clark Avenue
LE 2-7163

7077 San Pedro Avenue
DI 4-2341

SAN ANTONIO 10, TEXAS

March 2, 1964

EXHIBIT P

H H H O

REC. 32-62

Department of Public Works
City of San Antonio
City Hall
San Antonio, Texas

ATTENTION: Mr. Sam Granato

Dear Sam:

Concerning the power line installation on Woodlark Drive, Mr. Calvin King, Contractor, has started a second house on this street, which will be serviced by this power line.

Question: Are we entitled to another one hundred feet, because of this second connection?

I'd appreciate your checking and letting me know when I return from the New York trip.

Sincerely,

Bob Jones Leaker

CITY OF SAN ANTONIO

CARBON COPY

EXHIBIT Q

Director of Public Works

Sewer Engineer

Controller, Mr. Gibson, Sewer Engineer, Construction Engineer, Sewer Maintenance

Petition of Bob Jones requesting permission to construct an 3" Gen. Sewer Main on Meadowlark Dr.

March 5, 1964

Reference is made to the attached letter of Bob Jones requesting permission to construct an 3" Gen. Sewer Main on Meadowlark Dr. from exist. main in Hi-Lions Park, continue W. 373' to Glover & Meadowlark and N. on Meadowlark 446'.

Section 2 of Ordinance No. 28810 provides for the construction of up to 100 feet of sewer main for each existing house constructed by the City free of charge. Since two (2) houses are existing on the above petition, the City will construct 200 feet to be known as Project 487-F; and will furnish the materials only with the property owner providing the installation of the remaining 616 feet to be known as Project 487-P. It is recommended that this line be constructed as indicated and charged to Sewer Revenue Fund-Construction Account 204-02.

The estimated cost of materials for Project 487-F follows: (Revised)

City {	201 L. F. - 3" Pipe (3' Lengths)	0.382	76.78
	180 LB. - Joint Compound	0.0586	8.79
	10 LB. - Oakum	0.30	3.00
			<u>\$ 88.57</u>
			(\$0.44 per Linear Foot)

The estimated cost of materials for Project 487-P follows: (Revised)

City {	616 L. F. - 3" Pipe (3' Lengths)	0.382	234.93
	3 Each - 3" Stopper	0.15	0.45
	12.5 V. F. - H.H.-Precast	10.50	131.25
	2 Each - H.H.-M/C-MACHINED Joint	36.40	72.80
	5 Each - H.H.-Stops	0.75	6.75
	180 LB. - Joint Compound	0.0586	29.30
	80 LB. - Oakum	0.30	9.00
	2 C. Y. - 4/1 Conc. CL "A-1" 2800 lb.	9.40	18.80
			<u>\$593.28</u>
			(\$0.92 per Linear Foot)

APPROVED:

[Signature]
Director of Public Works

[Signature]
P. C. Hauschildt
Sewer Engineer

#14

Street 2606 CLARK AVE Date 7-25-60
 N.C.B. 0780 Lot 1-1 Permit No. 4697
 Curb 150' App. 1-5-57-12-14-15 Walk 1-5-57-12-14-15 App.
 Other 1-5-57-12-14-15

EXHIBITS

Complainant: _____ Ph. _____
 Contractor: ALBERT MACHINERY
 Surveyor: W. E. H. H. Date 1-5-57 F.B. 1-5-57 P. 1-5-57
 Drafting: W. E. H. H. Date 1-5-57 CS. W. E. H. H. Date 1-5-57
OVER

Street CLARK AVE Date 4-11-60
 N.C.B. _____ Lot _____ Permit No. _____
 Curb _____ App. _____ Walk _____ App. _____
 Other + SECTION FOR CURB

FIRST SIDE - 15' FROM
WALKWAY - 15' FROM
BET. MINNEAPOLIS - WALKWAY
 Complainant: ALBERT MACHINERY Ph. 1-5-57
 Contractor: CAROLINE GRADUATE READY
 Surveyor: W. E. H. H. Date 4-11-60 F.B. #72 P. 61-11
 Drafting: M. A. L. S. T. Date 5-15-60 CS. _____ Date _____
(OVER)

STATE OF TEXAS X
 COUNTY OF BEXAR X

EXHIBIT T

AFFIDAVIT

BEFORE ME, the undersigned authority on this day personally appeared ALBERTO M. MOLINA who being by me duly sworn on oath did depose and say as follows:

1. My name is Alberto M. Molina. I reside at 2924 Saunders, San Antonio, Texas
2. I am a concrete contractor. In October, 1962. I did a job for Mr. Bob Jones. I installed the curb at the street and parking lot and did the concrete work on the walk and concrete apron that connects to the asphalt parking lot, all at his office at 3206 Clark Avenue in San Antonio, Texas. The names of the people who worked for me on this job were: ALFREDO ORTIZ
3. I sent Mr. Jones a bill for this work, a copy of which is attached to this statement, which I have initialed. Mr. Jones paid me for this work.
4. No City personnel or equipment were involved in this job. I do not know of any reason why anyone would say that City personnel and equipment installed the curbs at Mr. Jones's office or paved the entrance to his driveway.

EXECUTED this 3rd day of July, 1967.

Alberto M. Molina
 Alberto M. Molina

Subscribed and sworn to me this 31st day of July, 1967.

David R. Mann
 Notary Public,
 Bexar County, Texas

BONDED

ALL WORK GUARANTEED

A. M. Molina
ALBERTO M. MOLINA
CONCRETE CONTRACTOR

EXHIBIT T

PAVING - DRIVEWAYS - PARKING LOTS
Specialized on foundations F. H. A. & V. A.
SAN ANTONIO, TEXAS
October 16, 1962

Phone GR 8-5208
1834 Comstock Av

STATEMENT

Mr Rob Jones

For job at 3206 Clark Ave

City curb -- 120 lineal ft	\$ 138.00
Parking lot curb -- 100 ft	75.00
Approach -- 129½ sq ft	45.24
Walk -- 120 sq ft	12.00
	<u>\$ 300.24</u>

EXHIBIT U

City Manager

City Attorney

Report on Charges by Councilman Torres against Councilman Jones

August 8, 1967

An examination of Councilman Torres' memorandum to the City Council dated July 21, 1967, copy attached as Incl. 1, reveals two basic charges against Councilman Jones:

- 1) That he has acted in City matters in his official capacity where he had a personal interest which conflicted with those of the City and that he benefited from his action, and
- 2) That he has used his position as a City Councilman to obtain special and preferential treatment from other city officials.

More specifically Councilman Torres' charges are as follows:

I. Drainage Project 56A

- A. Councilman Jones caused the extension of the project to include streets on which he owned properties.
- B. His action caused an additional expenditure of City funds.
- C. He failed to advise the Council that the Ordinance (No. 33082 dated February 18, 1965) had altered the original project.
- D. He also benefited from Project 56A in that it resulted in the opening, curbing and paving of an unopened street.

II. Use of City Equipment and Machinery

- A. Councilman Jones caused the installation of a sewer line across Highland Lion's Park at substantial expense to the City.
- B. He had preferential treatment by having his lots on Bremen Street cleared of debris using city equipment.

- C. He has been able to have his property serviced by San Antonio city personnel and equipment in the installation of curbing at his place of business on Clark Avenue, the paving of the entrance to his driveway, and the paving of Meadowlark Street.

III. Assessments on Realty

- A. Councilman Jones has practiced deception on taxpayers of San Antonio by having low tax valuations on lots owned by him in that the lots in question "have 50 foot fronts and are selling at \$2,500.00 per lot yet they remain on the tax rolls at \$20 to \$40 per lot."

IV. Acquisition of Realty

- A. Councilman Torres questions the propriety of Councilman Jones' involvement in Sheriff's Tax Sales "in flagrant disregard of Section 141 of our City Code" . . . "the propriety of a City Councilman taking an active part in a foreclosure sale being made by an official who is acting for the City of San Antonio as a selling agent," and that "Immediately apparent is concern as to whether influence was exercised to force these foreclosures and the consequent sale."

V. Impropriety of Council Action as to:

- A. The increase of a project originally estimated at \$463,150 in less than one year to a cost of \$607,012, an increase of \$143,862 - apparently "unnoticed and unquestioned judging from the minutes of the Council."
- B. A project which was "approved to the intersection of Fair and Clark, short of Councilman Jones' property by ordinance. An ordinance can only be changed or amended by another ordinance as I am sure our City Attorney will agree. The change that was made in drainage project 56-A, extending the project to Hiawatha in a circuitous route around Bremen, was a complete illegality."

Based on the study which I have made of the various projects in question, none of the charges stated by Councilman Torres appear to be supported by the facts. Below are relisted the charges followed by the facts:

Charges:

I. Drainage Project 56A

- A. Councilman Jones caused the extension of the project to include streets on which he owned properties.
- B. His action caused an additional expenditure of City funds.
- C. He failed to advise the Council that the ordinance (No. 33082 dated February 18, 1967) had altered the original project.
- D. He also benefited from Project 56A in that it resulted in the opening, curbing and paving of an unopened street.

To support his charges relative to Drainage Project 56A, Councilman Torres lists the following:

1. A city engineer's map (Exhibit II) to establish that "the original planning called for this project to terminate at Fair and Clark Avenue short of the Mission View Subdivision." This city engineer's map (Exhibit II) comes from Bartlett's 1945 original master plan for drainage of the entire City of San Antonio which sets up proposed solutions to drainage problems of the City on a general basis. Examination and comparison of the original Bartlett's Master plan with actual construction in various areas considered shows substantial changes in many of the projects. As a result of changed conditions, sometimes completely different routes were used or completely different types of drainage construction were used. Thus the revision to Hiawatha was no different from many others.

2. A memorandum from Sam Granata to the City Attorney (Exhibit III) and Ordinance No. 31810 (Exhibit IV) to support the fact that the project was to terminate at the intersection of Fair and Clark before Councilman Jones had it extended.

In Mr. Granata's memorandum and in Ordinance No. 31810 of October 10, 1963, the general project description is used.

Councilman Torres uses Ordinance No. 31810 dated October 10, 1963, to imply that these documents fixed the final route to the intersection of Fair and Clark Avenue and also that it fixed the project cost at exactly \$463,150.00. Councilman Torres counters Councilman Jones' assertion that the drainage route had already been determined before he (Jones) had come on the council by stating that Councilman Jones became a member of the Council on September 12, 1963, and that Councilman Jones voted on Ordinance No. 31810 on October 10, 1963, which finalized the route to Fair and Clark Avenue and finalized the cost at \$463,150.00. Councilman Torres states that "On February 18, 1965, [by Ordinance No. 33082] Council voted on accepting the low bid

for construction of Storm Drainage Project 56A which at this time included the Bremen Street improvements. The ordinance called for expenditures of \$607,012.00. This amounted to an increase of \$143,862.00 above the estimates made without the extension in question. Councilman Jones voted for this expenditure. Again, minutes do not reflect that he advised Council of his interest in the project."

A study of the documents shows the following: As has already been pointed out Mr. Granata in his memorandum of September 30, 1963, (Torres' Exhibit III) uses the same general language that had been used to this time in describing Storm Drainage Project No. 56A. However in the second paragraph of the memorandum, it refers to having approved the "preliminary report submitted by Gullott, Lodal and Sueltenfuss, Inc. and the estimated cost of this project is \$463,150.00." This quoted portion of the memorandum is cited because it brings to light a preliminary engineering report which in all fairness should be examined very closely. This same report is again referred to in ordinance No. 31810 dated October 10, 1963. This report is dated July 12, 1963, which pre-dates Mr. Jones' arrival as a councilman. The report further describes the route as going to Hiawatha and Clark by way of Bremen.

The portion of Mr. Granata's memo quoted shows that he is referring to an estimated cost for the project. The memorandum is for the purpose of requesting that an ordinance be drawn establishing an appropriation of funds for the payment of engineering fees and miscellaneous expenses out of the Storm Drainage Improvement Bonds Series 1957 and out of Miscellaneous Expenses Contingency Account.

The purpose of Ordinance No. 31810 of October 10, 1963, was not intended to nor does it in fact establish a final route or a final cost of project for Storm Drainage Project 56A. Its caption is:

AN ORDINANCE

APPROPRIATING THE SUM OF \$27,789.00 OUT OF FUND NO. 479-13, STORM DRAINAGE IMPROVEMENT BONDS, SERIES 1957, AND AUTHORIZING PAYMENT OF SAID AMOUNT TO GULLOTT, LODAL & SUELTFENFUSS, INC., CONSULTING ENGINEERS, AND FURTHER APPROPRIATING AN ADDITIONAL SUM OF \$2,000.00 OUT OF SAID FUND NO. 479-13, STORM DRAINAGE IMPROVEMENT BONDS SERIES 1957, TO BE USED AS A MISCELLANEOUS EXPENSE CONTINGENCY ACCOUNT.

This ordinance sets out that Gullott, Lodal and Sueltenfuss, Inc. were contracted to perform engineering services, that they had

submitted a preliminary report, and that they should be paid a fee based on a percentage of estimated cost, and appropriate funds for payment for engineering fees and miscellaneous expenses. There is nothing in this ordinance which is intended to approve the final route or final cost of Storm Drainage Project 56-A.

In connection with the alleged extension of the route for Project 56-A and the alleged additional expenditure, Councilman Torres states that Councilman Jones did not inform the "Council". . . that the project would include opening, paving, and curbing Bremen Avenue, an unopened street, in effect a pasture. . .".

Recalling that this independent engineering report was prepared on July 12, 1963, was it necessary that Councilman Jones advise the Council of a fact which was of record in the records of the City Engineer's office? In the "general statement" of this Preliminary Report is stated the following: "The storm sewer and water shed as proposed for this project are indicated on the Key Map under design criteria included in this report. The entrance of the storm sewer was extended to Hiawatha Street to provide for adequate pick-up of runoff from forty-five acres at the beginning of the water shed." In the "scope of work" section of the report (Sec. I. Storm Sewer H.) it provides: "Construct approximately 675 lineal feet of 48 inch pipe culvert along Bremen from Glover to Hiawatha" and (Sec. III. Streets B.) it provides "Construct new pavement and curb along Glover and Bremen." Under Description of Preliminary Cost Estimate it provides for curb inlets at a cost of \$35,500.00 and new streets at a cost of \$7,000.00. Under Design Considerations and criteria the following statement is found "Inlets were spaced so as to provide street flow at maximum capacity." The preliminary report also includes a map of the project. This map shows that at McDougal and Clark southerly extension of the drain project along Clark was considered which was deleted in the final project. The same is true of an easterly extension at Hiawatha and Bremen.

These details of the preliminary report are emphasized here because they provide the answer to the opening, curbing and paving of Bremen Street. These details also provide the answer to the clearing and cleaning of Councilman Jones' lots on Bremen Street. From reviewing the points emphasized, it is clear that the project did include Bremen in July of 1963. That it contemplated new streets, pavements and curbing and that inlets were to be provided along these streets.

The need for inlets into the drainage system is the best reason for the opening, paving and curbing of Bremen Street. Logic alone will tell you that it would not be wise to build a storm drainage line without inlets. Logic would also show that in order to have an adequate and safe pick up of runoff from a forty-five acre area, one inlet is not the answer. Inlets would not pick up water alone if built in the middle of an unopened street, which has its existence on a plat only and which has nothing but dirt for a surface. To

build one inlet at Hiawatha and Clark would not service the area. It would be dangerous to attempt to collect approximately 172 cu. ft. per sec. of water runoff into one inlet at a major intersection. It would be foolish to hope that none of the dirt on the surface of Bremen would get into the inlets and drainage system. Consequently the street was opened, curbed, surfaced and several inlets installed along the curb line.

Additionally in doing this work, the private contractor (Colglazier Construction Co.) had the problem of disposing of the earth removed in the construction of the drainage ditch. To avoid the expense of hauling this dirt by truck, the construction firm got the consent of all the adjacent property owners including Councilman Jones to allow the Company to dump all this dirt and rock from the excavation onto their lots by promising to level the dirt and rocks placed on these lots. The Colglazier Construction did use the lots in question for this purpose and did clear and level said properties. Neither the City nor City equipment was involved.

Charge:

IV. Acquisition of Realty

- A. "I question the propriety of Mr. Jones' involvement in these transactions (Sheriff's Tax Sales) in flagrant disregard of Section 141 of our City Code". . . "the propriety of a City Councilman taking an active part in a foreclosure sale being made by an official who is acting for the City of San Antonio as a selling agent."
- B. "Immediately apparent is concern as to whether influence was exercised to force these foreclosures and the consequent sale."

Councilman Torres questions the propriety of Councilman Jones buying properties at Sheriff's Tax Foreclosure Sales and he implies wrongdoing by his question as to whether Councilman Jones used his influence to force these sales.

One part of the answer is found in the memorandum in which Councilman Jones sought and obtained an opinion on the matter from the City Attorney's office. On November 1, 1965, our office gave Councilman Jones a clearance to participate as a buyer in Sheriff's Tax Sales. The fact that he cleared this matter with the City Attorney and that he subsequently acted on it is evidence that he was interested in participating in these purchases only if it was legal and proper.

The remainder of the answer to the charge that the sales of these properties may have been brought about by the force and influence of Councilman Jones is that the two tax lawsuits in question, C-14218 and C-14498, were initiated directly as a result of a statute of limitation passed by the Texas Legislature in 1965. It made necessary the filing of all lawsuits involving delinquent tax years prior to December 31, 1939. If not filed before July 1, 1966, all of said delinquent taxes would be barred from being collected. Pursuant to this law the lawsuits were filed. The statutorily prescribed method was followed. Due notice was served on the record-owners. Due notice was published of the sale date of these properties and a public sale was held by auction at the south entrance to the Bexar County Courthouse. It was at these sales that Councilman Jones bought the properties.

Charge:

V. Impropriety of the Council Action as a whole

- A. The increase of a project originally estimated at \$463,150 in less than one year to a cost of \$607,012, an increase of \$143,862 - apparently unnoticed and unquestioned judging from the minutes of the Council."
- B. A project which was "approved to the intersection of Fair and Clark, short of Councilman Jones' property by ordinance. An ordinance can only be changed or amended by another ordinance as I am sure our City Attorney will agree. The change that was made in drainage project 56-A, extending the project to Hiawatha in circuitous route around Bremen, was a complete illegality."

Councilman Torres also brings up the question of whether or not "these facts are not in themselves symptomatic of a much more widespread decadence and disease of government in the City of San Antonio at the present time." In this connection he later says "Thus in a sense the entire Council is to blame for what transpired." He supports this accusation of the whole Council by his allegation that the project was extended and an additional expense in the sum of \$143,862.00 was undertaken "apparently unnoticed and unquestioned judging from the minutes of this Council." He implies that an existing city ordinance was not followed, but rather that its terms were altered without proper council action. In this connection he says "this project was originally approved to the intersection of Fair and Clark, short of Mr. Jones' property by ordinance. An ordinance can only be changed or amended by another ordinance as I am sure our City Attorney will agree. The changes that were made in drainage project 56-A extending the project to Hiawatha in a circuitous route around Bremer was a complete illegality."

In reviewing this statement, one must look to the evidence which formed its basis. The assertion is that an ordinance was passed fixing a final route and fixing a final amount to be spent to complete the project in question. However, this ordinance which is cited to prove this (Ordinance No. 31810), is an appropriation ordinance, authorizing payment of engineering fees only. This has been pointed out before. Councilman Torres has interpreted this ordinance paying engineering fees as establishing the final project description rather than the description which was in common use at that time. This description was soon to be replaced by a more accurate description. The more accurate description of the project is contained in the preliminary report of Gullott, Lodal & Sueltenfuss, Inc. and this same preliminary report is mentioned in Ordinance No. 31810. This same ordinance is also cited as authority to prove that a final cost amount of \$463,150.00 had been authorized by the City. However, this ordinance cannot be accepted as authority for that proposition, because on its face it refers to the "estimated cost." This estimated amount of \$463,150.00 which the ordinance refers to is not only an estimate, but it is not even the original estimate. In 1945, the Bartlett Master Drainage Plan for the City estimated that it would cost \$389,000.00 to build the particular project in question.

However, when the City called for bids on the project, it became readily apparent that the Bartlett estimate as well as the subsequent estimate of \$463,150.00 were low. A final cost expenditure was fixed upon the project when bids were submitted by construction firms bidding to do the project and when the low bid from these bidders was selected by the City. An award was then made by the City based on the low bid. Pursuant to the low bid, Ordinance No. 33082 (dated February 18, 1965) is the appropriation ordinance which established the total cost figure on the Storm Drainage Project 56-A.

Councilman Torres refers to a total cost of \$607,012, but this is a figure which is the sum of four separate items related to Project 56-A. Ordinance No. 33082 establishes four appropriations in the total sum of \$607,013.20 and which are as follows:

- a) \$575,284.15 payable to Ross C. Watkins, Inc.
- b) \$22,000.00 to be used as a Construction Contingency Account
- c) \$3,000.00 to be used as a Miscellaneous Expenses Contingency Account

- d) \$6,728.05 payable to Ledal & Associates, Inc. for balance of engineering fees due on this project.

It is not until this ordinance was passed and approved that a final figure was established for the project. Nonetheless, the total amount of \$607,013.20 in truth and in fact was not the final cost. A comparative study of each of the above four separate items readily shows this fact.

Item "a)" above authorizes \$575,284.15 payable to Ross C. Watkins, Inc. However, the "Final Certificate of Acceptance" dated September 15, 1966 from Mr. McKennon, Jr., Assistant Director of Public Works, to Ross C. Watkins, Inc. shows: Project: Storm Drainage Project 56-A has a total contract cost of \$562,571.11. Item "b)" above sets up a \$22,000.00 construction contingency account. Out of this account four payments were made. A memorandum dated September 21, 1966 from the records of the Public Works Department shows total expenditures of \$1,867.79 "To pay for 'Construction Contingencies' in connection with the Construction of Storm Drainage Project 56-A in conjunction with contract on file in the Office of the City Clerk, dated February 18, 1965, Ordinance No. 33082." Item "c)" above set up \$3,000.00 for miscellaneous expenses. Because of the nature of this particular account an exact figure on expenditures is very difficult to obtain. However, the Public Works file on Project 56-A does show the following expenditures:

Professional engineering study of soil conditions	\$ 288.75
Commercial Sulfur	20.00
Extra Plans & Specifications	12.78
Extra Plans & Specifications	216.30
R.O.W.	950.00
Miscellaneous	169.92
Miscellaneous	127.40
	<hr/>
Total	\$1,785.15

An additional \$15.00 was paid for title fees making a sum total of \$1,800.15 paid out of this fund. Item "d)" apparently was paid in full as authorized in the sum of \$6,728.05.

The actual cost of the project is the sum of these four items. That sum is \$566,967.10. It can be compared with the total amount of \$607,013.20 originally authorized by the ordinance. The actual cost is much less than the authorized amount.

More to the point, up until the passing of Ordinance No. 33082 on February 18, 1965, all prior figures were pure estimates. When this ordinance was passed no change of any other ordinance was necessary, because none existed. This was the one and only ordinance which did in fact fix an amount and a route for Storm Drainage Project 56-A. The increase of a project originally estimated at \$463,150.00 in less than one year to a cost of \$607,012.00 - an increase of \$143,862.00 "apparently unnoticed and unquestioned judging from the minutes of the Council" is therefore not strange, not mysterious and not illegal. There was nothing to notice and nothing to question. The estimated cost had increased at least once before and everyone recognizes that estimates are likely to change. Similarly it is true that if an ordinance did exist which in fact did establish a final amount and a specific route for Drainage Project 56-A prior to February 18, 1965, then only another ordinance could alter said ordinance, but here none existed or exists. Therefore, it is erroneous to say that the project in question here was "approved to the intersection of Fair and Clark" and that the City Council acted illegally because of "the change that was made in Drainage Project 56-A, extending the project to Kiawatha in a circuitous route around Bremen."

Charge:

III. Assessments on Realty

- A. Jones has practiced deception on taxpayers of San Antonio by having low tax valuations on lots owned by him in that the lots in question "have 50 foot fronts and are selling at \$2,500.00 per lot yet they remain on the tax rolls at \$20.00 to \$40.00 per lot."

Councilman Torres suggested that Councilman Jones has used some deception to keep the tax values on his property low. Probably the best method of determining this question is to look at both the Bexar County Tax Rolls and the City Tax Rolls. A comparison of the properties in the surrounding area is the best way to determine whether Councilman Jones' property values conform with those of the surrounding realty.

In making this comparison, it should be noted that tax roll values are based on a percentage of the true market value. The land value on unimproved land is generally less when compared with land which has improvements. Values on the tax rolls are not always current. Ideally valuation surveys are made in each area of the City every 5 to 7 years. However, the ideal is not always maintained.

A study of the values in this area shows that when a vacant lot is under consideration and no development is associated with it, the value placed on it by the tax assessors is very low. Nevertheless

this value is low whether or not the owner is Councilman Jones or some other individual. Low values on this type of property are uniform throughout this subdivision for all owners. No preference is shown as to anyone in this area.

An examination of Councilman Jones' property in the area shows that none are valued at \$20.00. That they are valued at an average of \$40.00 on the County's rolls and at \$70.00 on the City's rolls. That these lots are 30 foot lots and not 50 foot lots as has been represented. The tax rolls show that these values are uniform assessments for all single type of lot such as those owned by Councilman Jones.

Since the assessments in this area are uniformly low, it appears that this fact certainly cannot be cited as proof of any undue influence by Councilman Jones. Certainly, if "other San Antonio taxpayers owning comparable property" in this subdivision wish to compare their own property valuations on the tax rolls, they would be completely satisfied that they stand on an equal basis with Councilman Jones. It would be clear that each owner in that area is benefitting from low assessments. Each citizen in the area would realize from this comparison, that none of them have influenced the values fixed on their property by the tax assessors.

Charge:

II. Use of City Equipment and Machinery

- A. Jones caused the installation of a sewer line clear across Highland Lion's Park at substantial expense to the City.
- B. Jones had preferential treatment by having his lots on Bremen cleared of debris using city equipment.
- C. Jones has been able to have his property serviced by San Antonio city personnel and equipment in the installation of curbing at his place of business on Clark Avenue and the paving of the entrance to his driveway, and the paving of Meadowlark Street.

The only question which remains to be discussed is whether or not Councilman Jones has in fact used City equipment and machinery for his own private benefit. In raising most of these points, Councilman Torres supports these allegations with the affidavit of Charles Mathieson, Sr., dated July 17, 1967. This affidavit refers to several incidents, but some of the allegations made are not always made with the necessary documentation to support the statements. For example, in the last paragraph of the Mathieson affidavit it is implied that because "the only machinery I observed in the area

was the City machinery," then City machines must have been used to clear the lots on Meadowlark. No facts or details are offered to substantiate this claim.

However, when the details are examined, when the public city records are investigated, the facts show that Mr. Mathieson made serious errors in observation, and consequently all his conclusions are totally erroneous.

Because of these errors, the affidavit in question does not prove anything. Comparison of Mr. Mathieson's conclusions with the facts shows that his errors are very gross indeed.

To recall, a part of the question was answered at length earlier in this report. The question and answer revolved around Project 56-A and the opening of Bremen Street. It was alleged that the lots on Bremen Street were cleared by city crews and equipment. It was shown that the Colglazier Construction Co. actually cleared the lots. The facts proved that no city crews or equipment were involved. The agreement was entirely by and between the construction company and the private owners of these lots.

It is also alleged that "city crews were also used to install curbing in front of Mr. Jones' office on Clark when his office was built." The allegation further says that "this latter incident occurred several years ago. This seemed unusual to me because when Doctor Monroe Albert built his office in 1966, his own construction crew had to install all the curbing and sidewalks." A five minute examination of the permit records in both the permit department and in the engineering department will show the falsehood of this allegation.

A permit for curb installation at 3206 Clark Avenue was issued to a private contractor on July 25, 1962. Albert Molina did the work under Permit No. 4677. He billed Councilman Jones \$300.24 and he was paid for this work. No city personnel or equipment was involved, and Councilman Jones like Doctor Monroe Albert paid his own private construction crew to do the work.

The next allegation is to the effect that "about November, 1965" "city machinery and crews were used to make substantial improvements on Meadowlark which included paving and curbing and grading." A file is on record in the Public Works records, which shows that the City improved Meadowlark purely on a participation basis with Councilman Jones. The City specified the basis on which it would pave this street in June 1962, long before Mr. Jones became a City Councilman. It was on the same basis that all other citizens had

participated before and after that time. The record shows that as early as January 30, 1962, Mr. McKennon was contacted by Mr. Bob Jones on "Possible opening and paving of Meadowlark directly south of Highlands". Mr. McKennon entered a note on February 1, 1962, in response to a telephone message from Mr. Bob Jones: "Meadow Lark between Hiawatha & alley on south-wants to improve." McKennon's note reads "2/1/62 - Advised Jones of Particip requirements incldg his cost of excav., comp subgr. & materials." On May 30, 1962, another call came from Bob Jones leaving his northside office telephone number with the message "curb sewer to be - laid". On June 1, 1962, Mr. McKennon wrote Mr. Bob Jones and set up the agreement for the improvement of Meadowlark. It advised Mr. Jones of the participation arrangements and of the total cost of materials and stated "Your cost is estimated to be \$3,226.31," for paving all of the residential part of 2 blocks of Meadowlark Street, which was 1245 feet of street.

Later (January 9, 1964) Mr. McKennon wrote another letter to Mr. Bob Jones. He acknowledged that "regarding the improvements of Meadowlark Street, it is now your desire to reduce the number of lineal feet of street improvements from the amount of 1245 to approximately 700 lineal feet". This was for only 1 block Hiawatha to Glover. It once again set out the same basis as the June 1, 1962, letter. The estimated cost of materials has changed to \$1,480.43 because 1) the project has been shortened and 2) the unit price of materials has changed. (The unit price is estimated by using the then current price at which the City could buy the materials. McKennon reports vendors customarily will sell the citizens at the same price on participation jobs. In August and September 1965, letters were written to Mr. Raymond Danysh, a business associate of Mr. Jones and the 2nd block of Meadowlark was paved on the basis as set out in the Jun 1, 1962, letter.

The project was done exactly as set out on June 1, 1962. Jones having a private contractor perform the necessary sub-grade excavation to City Engineer's grades, compact the sub-grade and provide the City with all the materials, which Jones purchased direct from vendors. The City provided labor and equipment only.

No money passed from Jones to the City, and of, course, none from the City to Jones. All monies paid by Jones were to his private contractor and supplier. Jones simply had a private contractor prepare the sub-grade at Jones' expense and Jones delivered material to the job site. The City crews and equipment then used the materials to pave the street. The City uses this method in old areas like this because, as McKennon states, this is the best way to get the streets paved. The same basis was used for any other citizen who wants to participate. See letters marked: A through F, inclusive.

The last question to be answered by this report is whether or not Councilman Jones caused the city to "incur an expense that was his [Jones] to make and not the City's" by the installation of sewer lines in the area of Meadowlark. Councilman Torres alleges that this installation was "especially difficult, since the sewer lines had to come a long way across Highland Lions Park at a substantial cost to the City of San Antonio." Councilman Torres concludes that Councilman Jones "was able to do this because he was a City Councilman."

Once again the facts do not support the allegations nor the conclusions of Councilman Torres.

Ordinance No. 28810 ("Establishing Rules and Regulations for the Extension of Sanitary Sewer Lines") sets out the rules for any citizen who wishes to obtain the extension of sanitary sewer lines. Section 2 ("Extension of Mains for a Single Customer") sets out: "Upon application by one or more Single Customers, the City will construct, lay or extend all necessary sewer mains to provide the service for which application is made provided, however, that such construction shall be limited to 100 feet for each lot having existing usable improvements which could connect into the proposed line. Should there be an insufficient number of such lots to warrant the construction of such lines under this provision, the City will construct the line at its expense as far as the provisions of the section permit and the customers beyond this point may extend the line at their expense with the City furnishing all materials required."

Pursuant to this ordinance authorizing the City to enter into this type of participation agreement, Councilman Jones requested a sewer line extension to service Lot 28, Block 13, N.C.B. 7551, fronting on Meadowlark Street. This request was received by the City Public Works Department on January 6, 1964. On March 5, 1964, P. C. Nauschwitz writes the Director of Public Works recommending that this line be constructed and cites Section 2 of Ordinance No. 28810 as authority for this project. On March 6, 1964, it is shown by "Exhibit A" that the extension is to be 816 feet. Councilman Jones expressly agrees "that such portion of herein requested extension of sanitary sewer main as exceeds 200 feet shall be constructed at my expense, except that the City of San Antonio will furnish the material required for such construction." The property owner furnishes the labor on 616 feet. Councilman Jones employed Satarain Bros. Construction for this purpose.

The City did not undertake any expense other than what the ordinance called for and Councilman Jones paid his share in labor as provided by the ordinance. Councilman Torres has suggested in his allegation that the lines were extended clear across Highland Lions Park and that this unnecessary extension, "a long way" across the park, resulted in "substantial cost to the City of San Antonio."

Actually, the line was not extended clear across Highland Lions Park. At the time of the proposed sewer line extension to Lot 28, there was already in existence a sewer line servicing the Highland Lions Park itself. It was from this existing line in the park that the sewer line was extended to Meadowlark. Then it was extended along Meadowlark to service Lot 28 on this street and another house on this same block. The sewer line installed was only 50 feet different in length from the next possible source of sewer line.

There are several reasons why the extension was made from the existing line in the park itself. The most obvious of these reasons is that fewer feet of street surface would be affected. Secondly, the line was already there in the park. However these are not the important facts in the reason for connecting the line to the park sewer line.

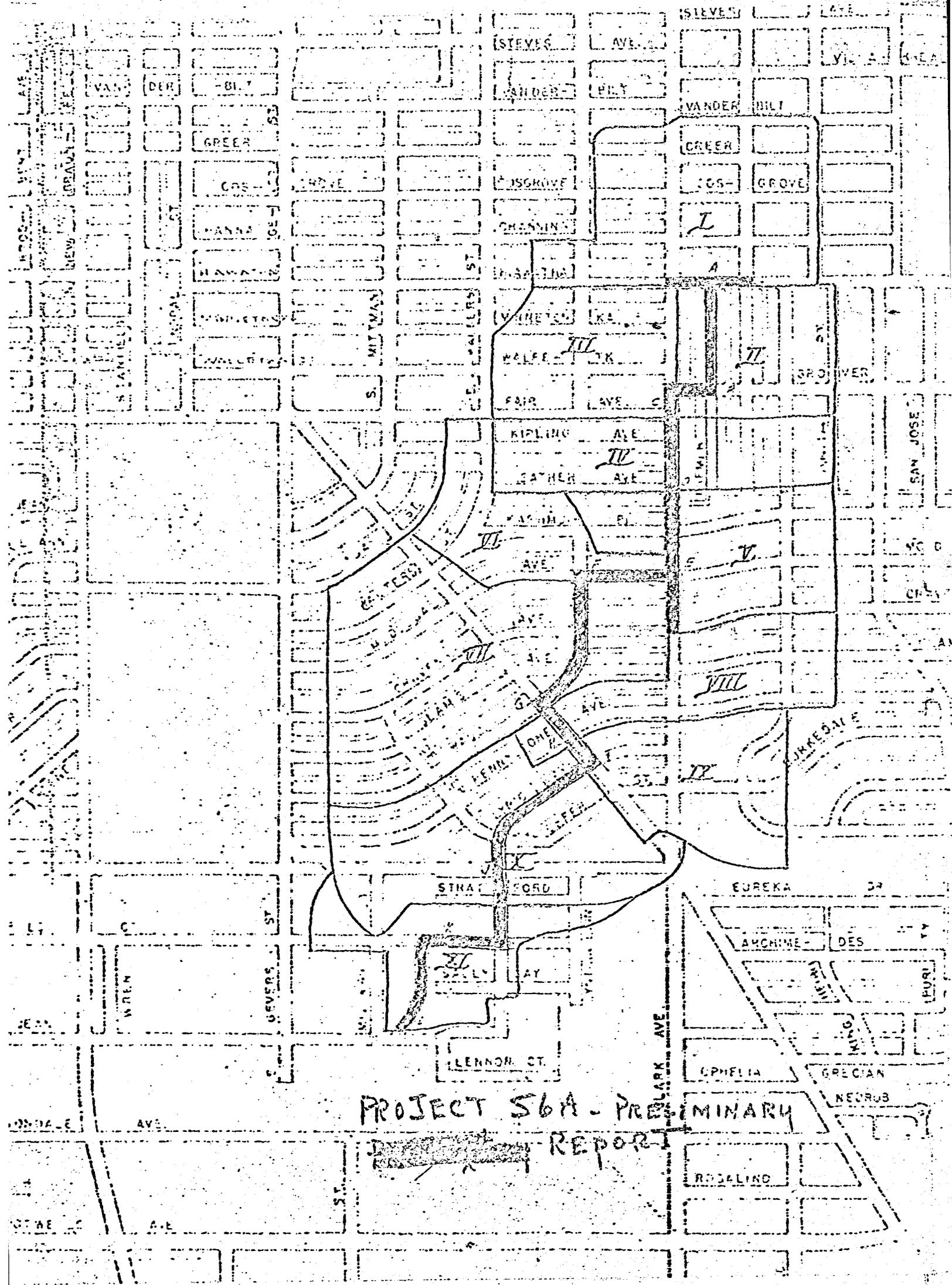
The most significant fact to be noted is found in Councilman Jones' initial application for a sewer line extension. In this application he provides his proposal along with his sketch on how the sewer line extension is to be laid down on the ground. His route extension would start at Glover and Skylark and go easterly on Glover thence northerly along Meadowlark to Lot 28. The City did not go along with this route. Instead it chose to come westerly from the existing sewer line in the park and then northerly along Meadowlark.

The records of the Engineering Section show that that portion of the sewer line over Highland Lions Park was placed there in 1957 as part of Project 417 for a park concession and rest room. They further show that Councilman Jones tied onto this line paying all costs of construction except for materials in excess of 200 feet as provided by City Ordinance No. 28810.

Conclusion: An examination of Councilman Torres' charges of misconduct on the part of Councilman Jones shows that the facts and documents of public record do not support any of them.

SAM S. WOLF
City Attorney

SSW:BAJ:lc



PROJECT S6A - PRELIMINARY
 REPORT

On Roll the Resolution was passed and approved by the following
vote: AYES: McAllister, Calderon, James, Gatti, Trevino and Parker;
ABSTAINING: Torres; ABSENT: Cockrell and Jones.

MAYOR: This concludes the Hearing, we stand adjourned.

AUG 18 1967