

REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF SAN ANTONIO HELD IN
THE COUNCIL CHAMBER, CITY HALL, ON
THURSDAY, FEBRUARY 24, 1977.

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The meeting was called to order at 9:30 A. M., by the presiding officer, Mayor Lila Cockrell, with the following members present: PYNDUS, BILLA, CISNEROS, BLACK, HARTMAN, ROHDE, TENIENTE, NIELSEN, COCKRELL; Absent: NONE.

77-11 The invocation was given by Mr. James W. Ward, West Avenue Church of Christ.

77-11 Members of the City Council and the audience joined in the Pledge of Allegiance to the flag of the United States.

77-11 CORRECTION TO MINUTES

Mr. Billa stated that he had made the motion regarding the Historic Area and it was seconded by Mr. Rohde. (Page 17 of the Minutes) Dr. Nielsen also submitted some corrections on this matter. With these corrections, the minutes of the Meeting of February 24, 1977, were approved.

77-11 ANNUAL REPORT OF THE
MAYOR'S COMMISSION ON THE STATUS OF WOMEN

Mrs. Luz Escamilla, Chairperson of the Mayor's Commission on the Status of Women, presented the annual report of the Commission to the Council. (A copy of this report is on file with the papers of this meeting.) Mrs. Escamilla stated that progress has been too slow and that women employees are not paid equal pay for equal work. The Commission strongly urged the City Council to approve a resolution creating a Women's Advocate position.

Mayor Cockrell and Council members expressed their appreciation to Mrs. Escamilla and the Commission for the hard work exemplified in the report. Mayor Cockrell asked for a comparison between the present statistics and the statistics which existed prior to the Commission being created.

In response to Council members, City Manager Huebner stated that he has been meeting with the Committee he appointed and will have a report to the Council in three weeks.

Councilman Hartman recommended that the Status Report submitted to the Council from the Mayor's Commission on the Status of Women be referred to the City Manager for consideration.

Mrs. Escamilla and Mr. Joe Sweeney, a member of the Commission, both stated that the Committee appointed by the City Manager will dilute the Mayor's Commission on the Status of Women. They asked that City employees on the Manager's Committee be made Associate Members.

Mayor Cockrell stated that the City Manager has agreed to the City employees becoming Associate Members of the Commission. The Council will transmit the report of the Mayor's Commission on the Status of Women

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to the City Manager for his review and a report will be forthcoming in three weeks from the Manager.

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REQUEST OF DELEGATION OF
FRIEDRICH WORKERS ON STRIKE

Mayor Cockrell received Council concurrence to hear a large delegation of employees on strike from the Friedrich Plant who were present in the audience, prior to the matters listed on the Docket.

Mr. Paul Javior, representing 700 striking employees of the Friedrich Plant which are members of the International Union of Electrical, Radio and Machine Workers, Local 780, read a prepared statement to the Council protesting the use of City buses to transport workers to Friedrich Plant. He stated that the strike is being prolonged at the expense of the taxpayers.

Mr. Rodolfo Rodriguez, President of I. U. E. Local 780, asked the City Council to take action and to express themselves.

Mayor Cockrell stated that the Council is sworn to uphold the law. She further stated that she had asked for a legal opinion from the legal counsel for the Board of Trustees of the Transit System as well as a legal opinion from the City Attorney and asked Mr. Parker to comment.

City Attorney Jim Parker stated that he had reviewed the legal opinion of Mr. Louis Tarver, Attorney representing the Transit System, and had also reached the same opinion and concurs with the opinion.

Mayor Cockrell read the legal opinion addressed to the Transit Board of Trustees. The opinion stated that the Transit System is under a legal obligation to furnish bus service as a public service agency. It also stated that the Transit System would expose itself to actual and punitive damages if it failed to provide such service.

Mayor Cockrell stated that the City Council is sympathetic with the workers on strike but are obligated to accept the legal opinion.

Rev. Black stated that this issue is a moral issue as well as a legal issue, and the Council is obligated to look at the moral side of the issue and that the moral obligation supercedes all other obligations.

Dr. Cisneros stated that a municipal service is being used at a disadvantage to a certain group of persons and Council should not allow this to occur.

Mr. Rohde suggested that the Mayor appoint a committee to decide this issue.

Mayor Cockrell stated that the full Council should act on this matter and make a final decision at this time.

Discussion then took place between Council members on the decision to follow the legal opinion or to suggest that the bus service be discontinued.

After a lengthy discussion by the Council, Dr. Cisneros made the following motion: "I would like to make a motion because, first, I think it is wrong that public service that is paid for in part by the taxes of these people can be used against them. Secondly, because any time that you have to have a situation where armed guards are escorting on City buses in order to keep a situation in the proper realm, that is to say, if you keep tension down that is not a situation where the City of San Antonio ought to be lending aid.

The motion is simply that the City of San Antonio, the City Council of San Antonio, will recommend to the City Transit Board that the bus services in this particular case be discontinued because, in effect, as a result, they are undermining the position of the working people of San Antonio and that we are not taking the legal position but, because of the present circumstances have the result of helping one party and hurting the other."

Rev. Black seconded the motion.

Mr. Pyndus spoke against the motion because he felt that Council would be taking sides in this dispute.

On roll call, the motion carried by the following vote: AYES: Billa, Cisneros, Black, Hartman, Rohde, Teniente; NAYS: Pyndus, Nielsen, Cockrell; ABSENT: None.

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77-11 The meeting was recessed at 11:05 A.M. and reconvened at
11:10 A.M.

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77-11 The Clerk read the following Ordinance for the first time:

AN ORDINANCE 47,700

PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LINES OF THE CITY OF SAN ANTONIO, TEXAS, AND THE ANNEXATION OF CERTAIN TERRITORY CONSISTING OF 90.454 ACRES OF LAND, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS TO THE CITY OF SAN ANTONIO

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Mr. Hartman moved to approve the Ordinance. Mr. Teniente seconded the motion.

Mr. Rohde stated that he would support this ordinance but commented that when annexation takes place the inner city is short-changed because municipal services are diluted.

No citizen appeared to speak in opposition.

On roll call, the Ordinance was passed and approved for publication only, by the following vote: AYES: Pyndus, Billa, Black, Hartman, Rohde, Teniente, Cockrell; NAYS: None; ABSENT: Cisneros, Nielsen.

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77-11 The Clerk read the following Ordinance:

AN ORDINANCE 47,701

AUTHORIZING EXECUTION OF A CONTRACT WITH HARLANDALE INDEPENDENT SCHOOL DISTRICT PERMITTING THE DISTRICT TO HOLD THE ELECTION FOR MEMBERS OF ITS BOARD OF TRUSTEES JOINTLY WITH THE CITY ELECTION TO BE HELD APRIL 2, 1977.

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Mr. Billa moved to approve the Ordinance. Mr. Pyndus seconded the motion.

Mrs. Helen Dutmer, 739 McKinley, spoke against the combining of the City Election and the school board election.

Councilmen Teniente and Hartman also expressed their concern over the joint election.

On roll call, the motion, carrying with it the passage of the Ordinance, was passed and approved by the following vote: AYES: Pyndus, Billa, Cisneros, Black, Cockrell; NAYS: Hartman, Rohde; ABSTAINING: Teniente; ABSENT: Nielsen.

Several Council members stated that this is to be a pilot program and a step towards consolidation of government.

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The Clerk read an ordinance declaring a public necessity for the acquisition of the fee simple title, or such lesser estate as may be adequate, to certain privately owned real property in San Antonio, Bexar County, Texas for public purposes in connection with the location, construction, operation, reconstruction, improvement, repair and maintenance of water production treatment and pumping facilities; directing the Water Works Board of Trustees of San Antonio to institute and prosecute to conclusion condemnation proceedings to acquire so much of said property as cannot be acquired through negotiation; and authorizing said Board, in its discretion, to prosecute said condemnation in Cause No. 250,893 in the District Court, 45th Judicial District, Bexar County, Texas.

The following discussion took place:

MAYOR LILA COCKRELL: All right, to bring you up to date on several things that have happened. We have, number one, the item that has just been read, the caption, there is also another ordinance ready and prepared which was posted and which could be considered really in connection with this item. To bring you up to date, I think we can get a quick review.

The City Water Board made the request after having been involved for many years in litigation, made the request of the Council that an ordinance be passed declaring a public necessity for the acquisition of this property which the Water Board stated was needed for several purposes. The purposes particularly were threefold. The first purpose was a treatment plant for the treatment of surface water to be acquired from the Guadalupe-Blanco River Authority. The second was a treatment plant for the treatment of water from the Aquifer should that ever be needed. A third reason was to have a site which would be available for pumping of wells for additional production of water. So those were the reasons given by the Water Board requiring or requesting that the site be condemned.

This has gone through the review process and the City Planning Commission has made a recommendation for disapproval of the condemnation and pointed out several facts in their recommendation to the City Council for disapproval stating that, while they concurred that there would be a need for surface water eventually, that at the present time the contract with GBRA has not yet been concluded. Additionally, they pointed to the master planning process and the fact that the present studies and indication, insofar as growth studies, do not indicate in their opinion, the necessity for growth or the prediction for growth in that particular area of the City and, therefore, questioning the use of the property for the water production portion of it. This is just a capsule. You have received a copy of the Planning Commission recommendation.

Meanwhile, I have had meetings with the attorneys representing the owners of the property and, as a result of those conversations, a new proposal or offer was forthcoming from the owners which proposed a three-year option which would be offered by the owners for the City to purchase the property which the City Water Board felt would be required and that the purchase price would be pegged to the last offer of the Water Board but asking that additionally a comparable interest to bond rate interest be brought into bear between now and the time when the property would be purchased if it were purchased.

Those are the vents and, yesterday, the City Water Board has now met and voted to recommend to the Council that rather than proceeding with the condemnation that the Council instead recommend or accept the proposal for the Burch property. Now following that we did ask or direct the attorneys to meet with the attorneys for the family so that when the Council considered these alternatives this morning and what action it would take that we would know exactly where we stood on a possible option contract. Yes, Mr. Hartman.

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MR. GLEN HARTMAN: Madam Mayor, there was one point on the three-year option contract that is key and I want to make sure that this first of all is clarified. The three-year option to purchase this land is totally contingent upon, as I understand it, the fact that there will be a GBRA contract consummated and approved by this Council. Now, I think that point I would like to make sure that that point, to coin a phrase, is absolutely clear.

MAYOR COCKRELL: It was exactly clear.

MR. HARTMAN: And that is in the paperwork we are considering.

MAYOR COCKRELL: In addition to that, I have stated to the attorneys that I feel that the ordinance must make it entirely clear that, should Council elect to authorize entering into this option agreement, that we would make it clear that prior to any final closing of this property the matter would again be reviewed by the City Planning Commission and a final recommendation made at that time and that the property would not be acquired until the Planning Commission, as of the proposed date of closing, if and when that occurs, the Planning Commission would have the option then of reviewing it in the light of whether the questions they have raised at this time would have been resolved in the interim period. All of those things were mentioned. I think we might call upon the Water Board for a report, possibly the attorney, the legal counsel, to report to us on the status of the proposed option or contract at this time just where we might be on these.

MR. JOHN DAVIDSON: Thank you very much, Madam Mayor. My name is John Davidson, one of the attorneys for the City Water Board. Following the Board of Trustees' meeting in the River Room at the Convention Center last Tuesday, we have prepared two option contracts tracking the proposals submitted by the attorney for the landowner, the Burches. We prepared one at the interest rate of 6% which is the interest rate which Mr. Robinson conveyed to me as the rate that the landowners would like for their property in addition to the \$614,000 while the three-year option period is running. We have prepared another one based on the recommendation of the Board's staff which is identical to the one at 6% but which carries an interest rate of 5.65715%. Now the 5.65715% interest rate is the interest rate on the last Water Works Revenue Bond Issue passed in 1976 by this Council on September 9. The bonds were sold to Donaldson, Lufkin and Gerrette Securities Corporation at an effective rate of 5.65715%. That is the Water Board's staff recommendation. For your information somewhere here, I have jotted down the differences that we are really talking about on those figures. At the 5.65715%, we would be talking about \$34,734.90 a year. At the 6%, we would be talking about \$36,840 a year. The actual difference would be \$2,105 during the year.

MAYOR COCKRELL: The letter which I had received, and the Council members have received, stated that the party had requested something about the average bond rate. The Water Board had requested a definite fixed rate be in the contract rather than having a rather vague situation of not knowing exactly what the rate would be. As I understand it, the owner suggested the rate of 6% and the Water Board staff suggested a little bit lower rate, their last bond purchase.

MR. DAVIDSON: The recommendation of the Water Board of Trustees was just that there would be fixed rate agreed upon so if we decided to accept the option we would know. This Council would set the rate.

MAYOR COCKRELL: I would like to ask if we could hear from the legal counsel for the owner of the property as to whether or not they have had a chance to review and would now be prepared to sign the option if it is authorized by the Council.

MR. DAVIDSON: I might add that this agreement was given to Mr. Robinson yesterday evening.

MAYOR COCKRELL: Fine. Good.

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MR. WILLIAM H. ROBISON: Madam Mayor, my name is William H. Robison. I am an Attorney at Law, 1545 Milam Building. I have been the attorney of record for the Burch family for these past six year. This dispute has seemed to gone on and on. As Mr. Davidson said, I received a copy of the Water Board version of the option contract and a contract to purchase at 7 o'clock last night. I immediately took it to the Burch family and it is several pages long and does, in fact, quote from or use the same language that is part of the option agreement that I had brought to you on Wednesday of last week. The interest rate we were asked by the Water Board to arrive at a sum certain. Our position has been that all other things being agreeable we would have waited until, and if, the GBRA contract was signed and worked backward and established an average rate of interest backward to the date of the option agreement being signed. It is not a major point to us, but realizing once that Dr. San Martin brought the matter up that it can fluctuate we would admit that 6% is a fair figure. There are other things about the option contract that we want to bring up. Now, if you want just my answer on the interest to the contract then...

MAYOR COCKRELL: We really wanted to know now that you have had time to study the proposal, is your client prepared to sign it today?

MR. ROBISON: Madam Mayor, the Water Board version of my option runs several legal pages. As I say it does quote some of the same things that we said and we will stand by our option. The consideration for us bringing the option to this Council and to this Mayor was to avoid further condemnation proceedings. We have spent six years and a lot of money defending this thing on the...if I could just reiterate our position on that, and I'll just read one short paragraph from my letter on the 20th of February. On the eve of the Council meeting, that being the one where you were going to consider condemnation, we made a final effort to avoid further condemnation proceedings and court appeals by submitting a proposal to you and the Council that would have ended six years of costly litigation and would have restored our land to us. The Water Board has possessed our property for over five years under a condemnation case not authorized by the City Council and found to be void by the Texas Supreme Court. The sole consideration that we sought of the City was that you would not condemn the property. We went to the Water Board after this Council sent it back to the Water Board for review, and I think that was proper. We heard Mr. Schaefer, the Chairman of the Water Board, ask the question of the legal counsel for the Water Board, is it possible (now I am paraphrasing--I am not quoting him directly) is it possible that we can secure the exclusive option of three years on this property and have that exclusive and at the same time have the right to condemn for another purpose, specifically, can we tie it up for surface water for three years and in the three-year period can we condemn for ground water? I indicated to the Water Board at that time and you heard me say it, I hope, that I said it like I remember it that if that subterfuge is being practiced on us at a time when we are willing to give up an exclusive option for three years and still face additional condemnation that we have no choice but to withdraw our offer, and I hope I am making that clear.

MAYOR COCKRELL: Oh, yes, but I am sure you remember, Mr. Robison, that at that meeting I said very strongly that as far as I was concerned it ought to--the possibility of condemnation for any purpose during that period--be thoroughly ruled out. Now, if that needs to be written legally into the document I think we are certainly glad to do that.

MR. ROBISON: That is what I am asking this morning.

MAYOR COCKRELL: That we can write that in and have that understood.

MR. ROBISON: If you write in the unconditional guarantee that we will not be faced with condemnation on this tract that we agree on, and we stick with the 6% interest, and if we are not going to be faced with condemnation then you have bought a good piece of property. If we are going to be faced with condemnation, then that was the total consideration for us making this agreement, and your position stated this exactly as you stated, you said that the Council would have a moral obligation not do do that.

MAYOR COCKRELL: So far as I was concerned and also the Board. So, if we need some kind of a legal statement that it is not our intent to enter into any other type of condemnation such as for the drilling of the wells on any portion of the property, I think there ought to be some way that that could be written in.

MR. ROBISON: And we would want that written in, unconditionally.

MAYOR COCKRELL: Fine.

DR. D. FORD NIELSEN: Madam Mayor.

MAYOR COCKRELL: Yes, Dr. Nielsen.

DR. NIELSEN: Might we hear from our legal counsel as to whether or not as far as the...

CITY ATTORNEY JIM PARKER: You could never contract to not exercise your legislative powers, and I think Mr. Robison knows that.

MAYOR COCKRELL: All right. Is there any way that we could--you understand what this problem is--the Chairman of the Water Board stated that it would be his thought that there might be the circumstance where he would be wanting to ask for condemnation for the purpose of those pumping--the wells--and so far as I am concerned I don't see that as a proper course if, on the other hand, we have agreed to enter into an option.

CITY ATTORNEY PARKER: Well, the option would only be that you negotiate a price for that land for a period of time, then...

MAYOR COCKRELL: And the option, though, specifically states that it is dependent upon a contract with GBRA. Now can we go and superimpose some other condemnation on the same land or any portion of it.

CITY ATTORNEY PARKER: You cannot put a provision that would be enforceable in law that would prohibit you from exercising your legislative power, which is the power of condemnation. It would be enforceable in any court and, I think, Mr. Robison would agree with me.

MR. ROBISON: I think maybe I gave Mr. Parker the flu that I had last week. I tried to get with him and ask him this question because I know that is the position that the Water Board's attorneys took at the meeting and, as I understand, is the position today.

MAYOR COCKRELL: Okay, what can we do to work around the problem because we just, obviously, we don't want the whole thing to fall through.

CITY ATTORNEY PARKER: I would suggest this, Mrs. Cockrell, if Mr. Robison thinks that you can legally do it, then the provision could be put in the contract, but he would know it would not be enforceable.

MR. ROBISON: This is not the first time that Mr. Parker and I have disagreed on anything. What I would...the way I understood the law to be is that condemnation comes into play only when all else fails, that is the final thing you do when there is a dispute. And, if we have an agreement here, and we say no dispute, we want the Council to say that, that...what I guess I am saying is that I know what he is saying that you can't bargain away--contract away--your power of condemnation. The Supreme Court of this Burch case says exactly that, that it can't be delegated, that you can't give anybody your power of condemnation, that is not my argument. My argument is that this Council can agree to forego its use of the power of condemnation by agreement--to forego.

MAYOR COCKRELL: All right.

CITY ATTORNEY PARKER: I disagree with that in law, Mrs. Cockrell, I'm sorry.

DR. NIELSEN: But as long as everybody contracts...Clearly, legally, both either in terms of this Council or any other that we were not, however, giving up any legal or legislative responsibility.

MR. ROBISON: Here is the position that it puts us in. I am saying, I guess, to this Council that you can do it, unfortunately I am not representing the Council, I am on the other side thinking and telling my people I think the Council can enter this agreement when your own counsel is telling you that it is against the law to do it.

MR. HARTMAN: Madam Mayor.

MAYOR COCKRELL: Mr. Hartman.

MR. HARTMAN: I am, I am...this matter, if we may review it briefly. We have here a piece of property that has been tied up for about six years, not at the initiative of the owner but at the initiative of the City Water Board who initially tried to exercise condemnation which, subsequently, the courts said you cannot exercise. They have come before this Council, the Water Board has, saying exercise this condemnation of the eminent domain for us because, in the first instance it was stated, we want this as a purification site for surface water, the GBRA contract was not signed. Then we have the statement that this was to be used as a treatment facility for ground water and that seemed to run into some difficulty, and then we are told that, no, this really needs to be acquired in order to provide a well-field.

There is a map dated September, 1973 that the City Water Board put together which, as I recall, indicated that site was marginal as far as for pumpage purposes. So, in tandem, those three reasons have each individually, apparently, lost some of the wind out of their sails.

Now, we are in the situation where the owner of the land has, in effect, said, give me my land back, all that I ask is that my land be given back, and I will give you a three-year option to purchase that land if a need arises and that need specifically being the entering into a contract with the Guadalupe-Blanco River Authority.

Now, at this juncture, we are told, and I might add there is another intervening action, the Planning Commission, having reviewed this, stating that there is no current and definable need for this property. We are now told by our legal counsel that an agreement to have such a three-year option would, in effect, not be binding except as to the price.

CITY ATTORNEY PARKER: No, sir, that is not what I am saying. What I am saying is there is nothing, absolutely nothing, whatsoever, wrong with entering into an option. You cannot put a provision within the option that you will not, or agree within that three-year period of time, exercise the power of eminent domain should the Council or some subsequent Council decide that they want to, aside from the agreement. If the conditions of the option that are part of the option or the events occur, then the option could be exercised but, in the event that other matters come up that the Council in its wisdom decides that the property should be acquired, there could be no binding contract that would prohibit you from exercising a right of eminent domain within that three-year period based on some other reason separate and apart from the GBRA contract. That's all I'm saying.

MR. HARTMAN: Are you telling me then, Jim, that a contract stating that you have...there will be a three-year period of time where we will offer to sell you this land if, and only if, a GBRA contract is entered into, that is a valid contract.

CITY ATTORNEY PARKER: That would be a valid contract. You are exercising, so far as that contract is concerned, that sets the price of acquisition and everything else. If you decide for some other reason, or the City Council as a body decides, for some other reason that there is a public necessity to acquire that land...

MR. HARTMAN: Like for drilling wells?

CITY ATTORNEY PARKER: For drilling wells, for any other purpose, whatever the public purpose would be, then you would not be acquiring that land under that and you would have to then actually ask and negotiate the sale of it at that point in time on that basis. And, if they don't want to sell it on that basis, then the power of eminent domain would still be available to the City to exercise on that basis.

MR. HARTMAN: Madam Mayor.

MAYOR COCKRELL: Yes, Mr. Hartman.

MR. HARTMAN: It would seem to me then that with the very fragility with which this seems to be tied together and the obvious strong intent to acquire this property, if I may use the expression, "Come hell or high water." then, Madam Mayor, I don't think that I could, in good conscience, be a party to a contract that now the legal counsel tells me that cannot really be enforced.

MAYOR COCKRELL: May I clarify the point. Number one--I think that he is saying that the contract can be enforced; however, that should the Council at any future time for any public purpose wish to enter and exercise its power of condemnation that you cannot in a contract restrict its power to do so under the law.

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MR. HARTMAN: Let me ask . . . Dr. Nielsen, if I may, let me ask this question. Dr. Nielsen, I have the floor please. I would like to ask this question, Mr. Parker, could the contract say that you have the option to buy for (a) if the GBRA contract is entered into for surface water or (b) if there is a defined need to cleanse ground water or (c) to drill wells. Or is it possible to state the three options in that contract?

CITY ATTY. PARKER: It would be possible to state whatever you want in that contract with the option on the occurrence of any condition . . .

MR. HARTMAN: But it is not possible to state that only GBRA contracts and not the others, is that what you're saying.

MR. PARKER: No, sir.

MAYOR COCKRELL: No, sir, let me just explain. Suppose in six months we had a demonstrated need, just to make up something, for a fire station in that particular location . . . something totally unrelated to this contract. The City of San Antonio would not give up its right to condemn the property for whatever purpose. A park, fire station, any purpose that it might visualize and that does - that is totally irrespective of the provisions of the contract.

MR. HARTMAN: Okay, but one last question with regard to the - in other words, at that time, though, the matter would still have to be referred back to the Planning Commission for their review, under the charter.

MAYOR COCKRELL: Yes. All right on any purchase of land, would you comment on that.

CITY ATTY. PARKER: Actually, that Charter provision is somewhat ambiguous in my opinion, my legal opinion. The provisions where once a master plan has been set out and I think that has been acquired or has been set out within the Water Board System, any of the acquisitions or lands that are in compliance with that portion of the master plan would not need to have any referral whatsoever with the Planning Commission because it is not something new or beyond the scope of something that has not been approved before. What actually that provision of the Charter, Section 123 of the Charter has in mind would be that say like any number of these park projects that have been undertaken under CDA or that type of funding in the past where they have never been a part of a master park plan and that type of plan.

MAYOR COCKRELL: May I make a couple of comments here to kind of pull it together. Number one, regardless of whatever contract we went into or if we simply dropped the whole thing right now, had no contract, simply did not authorize proceedings. There is no reason that we cannot restrict a future City Council assuming that we didn't pass condemnation today . . . we could not restrict a future City Council in six months from coming in and trying to condemn the property.

So, my strong recommendation is that I think in speaking for the City Council that this is, if the Council approves it, it would be a good faith effort without the intent to try to circumvent the contract. And apparently there's no way according to our attorneys that you can give any other kind of legal guarantee. And simply the failure at this point of doing anything would not give you any guarantee either. And, so it's just that this is a good faith effort, and I feel that it would very disappointing to everyone not to have it proceed.

DR. NIELSEN: Madam Mayor. Might we hear from the legal counsel.

MAYOR COCKRELL: The statement in your letter is what we are asking you and your client to adhere to. The offer that was given if the Council is now prepared to accept the offer as it was submitted or is your client prepared to follow through on his offer - or their offer.

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MR. ROBINSON: Madam Mayor, if I cannot tell my clients that we have no assurance that that which we have fought for six years will not occur, I cannot advise them to enter a contract, if we're going to be facing a condemnation when after election, the sole consideration that we ask for is it takes a mutual promise to make a contract, is that we will sell you the land at your price. The number of acres you want and for the purpose you said. We didn't ask for any additional money. We will do that if you won't proceed in us against the condemnation any more. Now, that is the structure as we understand it.

MAYOR COCKRELL: For the three year period?

MR. ROBINSON: For the three year period. I don't know if the Council understands my distinction. And Mr. Parker seems to think that I ought to know what this law is but my understanding is if we agree in principle with you that there is no dispute that the Council can forego its right to condemn.

Now, you mentioned about the fire station. I thought of that, too, and I talked to the Burches about it. Obviously, if a public need existed and an emergency situation occurred that this Council needed to put a road through there or a fire station we could not, and I agree we could not restrict it to that, but for the Water Board purposes, we'll even go that far, if you will say in your contract, and if the City Attorney would say to forego, your right of condemnation for Water Board purposes, we'll even go that far. And not restrict your right generally to condemn for other public purposes. The fear that we have, our experience, unfortunately, has not been good with this Water Board. Even after the Supreme Court ruled that they didn't have the right to do it on their own within three months somebody went to Frank Lombardino and asked for a bill to define this Water Board as a governing body with all the ramifications that would have given them the independent right to condemn. It didn't pass, but these things we have to listen to when Mr. Schaefer tells us, can we condemn and have the option to.

MAYOR COCKRELL: All right, in other words, your client is not prepared to honor the letter which you delivered to me.

MR. ROBINSON: Now, Madam Mayor, this is the first time we're reaching a disagreement.

MAYOR COCKRELL: Okay.

MR. ROBINSON: My letter of option says to end this costly dispute. We are prepared to do this.

MAYOR COCKRELL: All right, that's the intent of this Council.

MR. ROBINSON: And if you tell me that this dispute is not ended, that this Council is not willing to say to us we won't condemn you for three years for the purposes for the Water Board, then the dispute is not ended.

CITY ATTY. PARKER: There is a provision in your letter that said that the City would not execute any option of condemnation during that period of time.

MR. ROBINSON: There is no provision in the letter for that. In our proposal and in the letter following that even before the Water Board even endorsed it, we have said clearly and I have already read it. That the sole consideration we ask for in this is that we not be condemned.

MAYOR COCKRELL: May I ask the City Attorney to review the proposal as it was received.

CITY ATTY. PARKER: The letter of February 16, 1977, there are certain conditions proposed as follows: . . . Inaudible . . . in the exhibit, the

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City cannot exercise the option to purchase this contract until the contract with GBRA goes into effect. That the option will be effective for a total of 36 months. That if at the end of 36 months the contract for surface water has not been executed by the City in the Guadalupe and so forth, then the option shall cease and the sum specified and giving what fee title and what type title should be given to the property, that all damages, claims subject land irrigation equipment and so forth and their employees during the pendency of this suit would be satisfied, that attorney's fees, court costs and expenses are accounted for. The sum plus interest as stated will be payable at date of closing and conveyance subject to tract, possession of the tract be surrendered to us by the Water Works Board of Trustees.

MAYOR COCKRELL: All right. Let me ask this, we're almost at noon, but we have a definite appointment. I'd like to ask Mr. Robinson to add the legal language into the proposed contract and to get his client to sign that and to come back to us right after lunch. I think that would be the answer to see exactly what it is in writing that you are proposing and get your client to sign it and then come back and then the Council will consider it. Mr. Davidson.

MR. DAVIDSON: Madam Mayor, if we are going to add that additional language to the contract which may have been implied as to what has been set out in the letter, we would like to ask Mr. Robinson if he would agree that the owners will not lobby the City Council to get them not to overturn the Planning Commission if we decide to exercise the option, and if his clients will not lobby GBRA not to sign this surface water contract.

MAYOR COCKRELL: All right, these are getting to be kind of editorial comments and so at any rate, I think what we need to do is to find out exactly if there is a proposal that is signed that we really have a definite offer under consideration. Yes, Rev. Black.

REV. BLACK: Madam Mayor, all of the discussion that we've had is made the assumption that there were no other problems other than the contract. And, I'm not prepared to accept that. There are other problems to accept the contract. I think we are getting to in an impasse where we find a great deal of difficulty in analyzing even the contract in the terms of its substance and the ability to sign it. I'm not prepared, just as we've indicated that the authority of this Council cannot be extended to others - to the authority of other Councils, I'm not prepared to accept the idea that the Planning Board that that first acted upon this extends its authority to my decision here now. So, therefore, I'm listening to what the Planning Board of this Council is saying with reference to the location and the usefulness of this property, and I think that simply to argue, to debate the issue of the contract is not an adequate discussion of the issue. I think we've got to discuss also whether or not the Planning Council, the Planning Board, and what it says in analyzing this situation has made proper analysis of this property and whether or not we ought to even proceed with the effort.

MR. PYNDUS: I agree completely, Mayor Cockrell.

MAYOR COCKRELL: All right, at this point, then, I think what we have to do is state that we will continue this after lunch. Mr. Robinson, let me ask this, in order that all factors may be understood, one of the options before the Council was the option of the contract and while various things are going to be discussed this afternoon, I would like to renew my request that you determine exactly what other language would have to be added for your client to be able to sign the contract. Can you do that?

MR. ROBINSON: You presuppose some legal gymnastics. I'm not sure I can do. The last time I rushed a contract to you I made a bad blunder in it, but we'll stand on it. That's what the rush did to me the last time.

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MAYOR COCKRELL: Fine. But I thought it was just this one bit of language that was . . .

MR. ROBINSON: Okay, we'll make an honest attempt to write what we would consider to be adequate safeguards that we won't be condemned while we're under a frozen option.

MAYOR COCKRELL: Okay, fine, thank you.

MR. BILLA: Be sure to include the mineral rights.

MAYOR COCKRELL: We will now recess until 1:30.

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77-11 The meeting was recessed at 12:00 Noon and reconvened at 1:30 P. M.
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77-11 At this point the Citizens to be Heard portion of the meeting was held. See page 32 of these minutes.
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77-11 DISCUSSION OF THE BURCH PROPERTY (Continued)

The discussion resumed as follows:

MAYOR COCKRELL: All right, at this time we continue with the matter before us this morning and I would like to ask Mr. Robinson for a report.

MR. ROBINSON: Madam Mayor, in response to your request that we try to draft something during the lunch hour that could be included in the contract that could satisfy the complaint that we are making, we have hurriedly drafted a couple of paragraphs here that I'd like to pass out.

This may not make much sense by itself or even together, but I tried to draft it as it would appear in lieu of Paragraph No. 2 of the option agreement of the version of the Water Board that had been handed to the Council I believe in their packets. The intent was that this would be the consideration, the mutual consideration, of the City and Burch that would apply to the terms that would follow.

MAYOR COCKRELL: And the inclusion of this language would make it possible then for your client to accept the proposal as presented.

MR. ROBINSON: Yes, Madam, and the key is again I don't know of any other way to say it other than the way we did this morning where we firmly we believe that Council, I don't know if we say delay, forbear or whatever. I recognize the right to do it, but I submit that you do have the right to forbear or delay. This is how . . . We will say that this language is agreeable to the City and if it can warrant that it has this right to forbear or to delay or whatever other term that would freeze us in this three year period, then that's what our complaint of what the other contract is.

MAYOR COCKRELL: May I ask . . .

DR. NIELSEN: Madam Mayor.

MAYOR COCKRELL: Yes.

DR. NIELSEN: Bill, would, would City further warrants that it has the legal or legislative right, I'm not sure that we'll get our attorney to say that we have the legal, and I don't know . . . and I'm not putting words in his mouth, but it says legal and legislative rights, I don't know, what do you think, Jim?

CITY ATTY. PARKER: As far as the first paragraph up here, where he's

talking about the condemnation part fine, as long as he recognizes that's his opinion that the City has, but I would not, under any circumstances recommend that the City sign the one where the second paragraph, that the City further warrants that it has the legal right to withhold condemnation during such period, I do not think you can warrant that, under any circumstances.

MAYOR COCKRELL: What is that, would you review that again, in the last sentence of the next to last paragraph "City further warrants that it has the legal right."

CITY ATTY. PARKER: Where it says "City has further warrants that it has the legal right to withhold condemnation during such period." I do not think that the City can contract or warrant that it can withhold exercising of a condemnation power in that period of time.

DR. NIELSEN: Bill, if it's just legislative, does that get around your concern.?

MR. ROBINSON: The concern I have, is-apparently Jim is saying. . .

CITY ATTY. PARKER: I can't understand why he's being redundant, because you got it in the first paragraph up here and then he comes down with the second, so I would just strike the second, then he can rely on the first one, which says it's part of the contract.

MR. ROBINSON: Well, of course, I can't rely when you all are not going to rely, that's the problem. The first paragraph was intended to be our understanding and why we are doing it, and hopefully the second would have been why the City was doing it. Now as to why he says I'm redundant, it says and maybe he agrees that he will go along with the Council signing the contract to forbear its discretionary right to condemn the subject property during the period it shall hold the exclusive right to purchase, do you go with that in the second paragraph?

MAYOR COCKRELL: In other words if just that one sentence was struck, that he has raised the issue about, about the warrant business.

MR. ROBINSON: What concerns me in the second sentence that's in there, is in my discussion with Jim and Mr. Davidson, I got the clear implication that if the Council wants to sign.

CITY ATTY. PARKER: I would say at this time you could say at this time wishes to forego it, but I don't think you can bind a future, any future action of the legislative body not to exercise a legislative function.

MR. PYNDUS: Mayor Cockrell, point of order please.

MAYOR COCKRELL: State your point.

MR. PYNDUS: My point is I think this discussion is kind of ridiculous. We're discussing the legal differences between our attorney and this attorney, and I don't think it concerns this Council, and I don't think it should be done in this manner. If there are legalities to be discussed, it should be discussed calmly and out of this room. Now, if we've got a policy matter to discuss I'm willing to discuss that. Now, Mr. Robinson, your letter said that you were holding the terms of your letter up to 30 days.

MR. ROBINSON: Yes, sir.

MR. PYNDUS: And that letter was dated the 20th of February?

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MR. ROBINSON: I believe it was the 16th.

MR. PYNDUS: All right, sir, how many more days or weeks do we have before your offer is up?

MR. ROBINSON: I haven't checked. I'll assume the 16th of February and I wrote a letter. I have to count.

MR. PYNDUS: I think it's very difficult for me to make a decision on an interchange between two attorneys.

MAYOR COCKRELL: All right, and your request was for how long was the offer as contained in the letter, good.

MR. PYNDUS: I think it'd be better for his client and for the City to take a look at it deliberately and calmly and not under duress.

MAYOR COCKRELL: All right now then we have two hands up. Now, Mr. Hartman.

MR. HARTMAN: Yes, Madam Mayor, by what Mr. Parker has indicated I think during the course of the morning and continues to indicate this afternoon has caused me to be extremely concerned about what we're trying to do here, the action by the landowner was initiated by the landowners' attorney in an attempt to get back a piece of land which has been held from the landowner now for a period of about six years. The question I think we've gotten ourselves all completely wrapped up and whether or not a particular contract can or cannot be binding on the City, and I read from Mr. Parker that essentially he says it cannot be. That it would limit our powers. Madam Mayor, I think the issue in this case really is, whether or not there is a clear and definable need for this property. I think we have, it had been my hope that there could be some kind of agreement reached, but by what I have learned here this morning I am deeply concerned and I'm deeply concerned because I'm fearful that we're going to get ourselves into totally confused legal situation. I think we need to return to the policy item that was, that we're really dealing with, as Rev. Black stated this morning. We're really dealing with the question of whether or not there's a clear and definable need for the purchase of this property. The City Planning Commission has reviewed that matter and by the vote of 8 to 1 indicated their position that there was not a clear and definable need. Madam Mayor, I would like to if I may show a chart, two charts that I think has bearing on this case. This is the map of the area. We're actually looking here at a Farm to Market Road, and we're looking at a piece of land that is adjacent to FM 2252, these areas that are shown here are the various self-incorporated communities or separate incorporated communities, the site is right next to Selma, to the west of there is the City of Live Oak, this blue patch here is the City of Universal City, and this is Converse, and up here we have Garden Ridge, and we're talking about a piece of property roughly in this area.

Now, in terms of cost benefits, we're considering the situation with regard to the City of San Antonio. So, we're talking roughly about this area in here. I think that there has been as the Planning Commission has indicated a lack of identifying a clear and definable need. I think we have tried, City Attorney, or we have hoped rather that there could be some way in which the matter could be resolved, or there could be a contract entered into that would provide some reasonable assurance to the landowner in return for his agreement to sell for a period of three years. I don't see now after what I've

heard this morning that that is possible. Madam Mayor, I think the time has come for a motion, that I would like to make at this time, that we vote not to approve the ordinance to this caption that has been read to us this morning.

MAYOR COCKRELL: Yes, is there a second to that motion?

REV. BLACK: I second.

MAYOR COCKRELL: All right, I would like to ask a question, should this motion pass there leaves open the questions of damages to the owner of the property, I would like to ask for some comment from the attorney as to what you anticipate by way of damages?

MR. DAVIDSON: Actually, this question could be addressed to Mr. Robinson, since he would be the one pursuing the damages. But the Board has been in possession of property since 1972, and it can be expected that the citizens and the City of San Antonio will be asked to pay damages for lost profits, restoration of land, any disconnection of irrigation system and my estimate is, there has been some discussion I've heard the figure \$60,000 discussed and more. And that was the purpose of this whole proceeding was tried to work out something where we could use this money to better use and protect the City. So, the judge is insisting we dispose of this matter.

I'd like to say one thing about the language Mr. Robinson offered, as additional language in the contract, it doesn't matter to me what he puts in the contract, what it matters is whether the City wants to warrant a legal position which in our view isn't correct. But, as far as lawyers executing contracts from day to day, lawyers always have different opinions on provisions whether they're legal or not. And it is the position of the Board of Trustees that they want this option contract executed, and we're hopeful that that can still be done.

MAYOR COCKRELL: All right, may I ask Mr. Robinson, I would like his comment on the same question.

MR. ROBINSON: In answer to the Mayor's question, as to what can be anticipated in the way of damages, I, our position has been from the start, that the Water Board acted hastily, they went into possession of the land, when they didn't have to; they have held it for six years. It's grown up, the irrigation equipment does not work. The tenants that are out there are not paying rent to anybody, the Water Board, not to us, or to anybody. The Water Board has been threatened to be sued by the adjoining landowner who is here, because of Johnson Grass on it. All that aside, and if you want to write this down, Mr. Parker, we will sign before we leave that we will say to this Council right now, that as to the matter of damages that this Council will review the lost rental that they would've obtained, the cost of restoring the land to its-to good farmable use and reasonable attorney's fees for this dispute, if you will just consider those items you appoint the Committee, we will be bound by their decision.

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MAYOR COCKRELL: What is your estimate of the total amount?

MR. ROBINSON: Or you can decide or you can appoint a committee. We first offered the Water Board this proposition under arbitration. Where we would pick somebody, they would pick somebody and then those two picked and would make that decision. But we will even go further if we think we have been damaged and wrongfully.

The Water Board scrambled this thing, you did not. The Council had nothing to do with this ever. We would like for you to say to the Water Board, you unscramble it, you put them back whole, but we will go along with whatever this Council or any committee you choose says if you will, and I am not suggesting a figure to you. If you think we have not been damaged because of the wrongful takings, then so find. This is the concession we made before this last one, and we will sign that today. I have always had the feeling that the Water Board has said to you all that we are looking down your throat and that has not been the purpose of all this.

MAYOR COCKRELL: Dr. Nielsen.

DR. NIELSEN: Might I try one more time, because I cannot basically support the motion of Mr. Hartman. As far as that second paragraph, last sentence, "that City further warrants that it has the legislative right to withhold condemnation during such a period." Would that satisfy you and your client and get this thing on the way.

MR. ROBINSON: I see no distinction between legal and legislative rights.

DR. NIELSEN: Mr. Parker, might we ask...

CITY ATTORNEY PARKER: I object to the City warranting anything that I think you cannot warrant as such. I would like to ask one other thing, Bill. Also, your clients would be agreeable for the damage part that they were going to get paid also to contribute back to whatever taxing agencies, the loss of taxes during that same six year period.

MAYOR COCKRELL: Let me just say this before we proceed any further with the voting as we have heard all the presentations that I know of by staff. There are persons registered, and I will call on them at this time. Mr. Tom Crea. Alright, Mr. Robinson has been called on. Helen Dutmer.

MRS. HELEN DUTMER: As you know, I have appeared any number of times on this one question, and I appear as the Chairman of the 201 Waste Water Commission. To me, it looks like you are having a little tunnel vision. You are looking at one aspect of this and that is the placement of the treatment plant at this one site. There are more factors that enter into this rather than just the water and the drilling of the wells. Water and sewage go together, whether we like it or not and if you could see the sewage under this City. The sewer system---it looks like a bunch of spaghetti---our sewer lines are already undersized and this can be borne out by the study that you paid for yourself. Because the Federal government said you would bring it up to standards. They didn't tell us how, they didn't tell us where we were going to get the money for this. What you are looking at right now, while you are trying to decide this question, is that if you put this treatment plant in this particular area and you go for ground water, you go for any sort of water up here in this area. You are going to naturally have next, requests for sewage because you are going to have hook-ups on this water line. You are going to have the requests for the sewage to the detriment of the City until we get through with some of our 201 studies. You are looking down the throat at approximately, and we hope that it will only stay to this figure \$200 million for the sewage system of this City---that's right, I would wrinkle my brow, too, Dr. Nielsen. But it's a fact - it is staring you right in the face and since there is no shown need right at the present time for this water treatment facility to be placed in this area, I think that you are acting very hastily in trying.

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Now these people in good faith have come to the Council with an option hoping that they could get these people off their back--this has been going on for six long years. They don't know whether they are condemned; they can't use their land; they can't do anything else because the Water Board has used tunnel vision also, and has selected one site and that's the site they are going to take, if you will excuse the expression, "Come hell or high water." I think that it would behoove this Council to sit and look at what they have in the immediate future. We have to have this study done by 1979 and you, or whoever is sitting at a Council here, nevertheless, we are all citizens and we are all going to have to pay for this, we are sitting here and looking at 1983 when we have to comply with the Federal standards and as our sewer system is right now, in the wet seasons, they overflow, we have undercapacity lines within this City. You are going to have to get to work within the next few years and expend this money. So, I would ask you to take a look at both the water issue and your sewer issue because the sewer issue and the water issue are the big issues of this City because they will determine where the growth of this City will occur. Also keep that in mind, if you will.

DR. NIELSEN: Madam Mayor, I think we need a point of clarification for the record.

MRS. DUTMER: Okay.

DR. NIELSEN: This is, I believe, as far as waste water treatment and outflow in the Rosillo Creek, which is the responsibility, not of the City of San Antonio, is that correct?

MRS. DUTMER: Not true, no.

DR. NIELSEN: Very little, if any, is the City's responsibility, is that correct?

MRS. DUTMER: Not true, it is.

DR. NIELSEN: The Rosillo? Then we need to get clarification from Mel or somebody because I am badly misinformed or...

MRS. DUTMER: Dr. Nielsen, it is...

DR. NIELSEN: I understand your point, but as far as our 201 responsibility, that's outside our...

CITY ATTORNEY PARKER: We have a major trunk line coming down through the Rosillo Creek watershed, we do have that, but outside just east of there, we do not, there is a ridge line, and that is within the Rosillo watershed, yes, outside of it, no.

MAYOR COCKRELL: Actually, I think that the thing I am a little confused about from Mrs. Dutmer's testimony, though, is wherever the surface water would enter the system, it still would be available for distribution into the system and only the discharge from the sewer connections wherever they may be would continue to impact the sewer lines. So, I don't see that it makes all that much difference as the water enters the system.

MRS. DUTMER: Because, if you place your water treatment plant in this area, it is going to encourage further growth, part of it is outside your regional boundaries.

DR. NIELSEN: This is only a partially valid assumption. We have all kinds of utilities, facilities, in this whole community which are not necessarily growth generators. We have a huge complex of energy utility, gas and particularly electric generation on the southeast side of town and it has been there for over ten years and it has not been any major growth generator. I just don't think that we can make that kind of assumption.

MRS. DUTMER: Here you go back to your sewage again. There is nothing that can be built below the existing treatment plants because our

sewer system is on the gravity flow basis and you can't build below the treatment dams.

MAYOR COCKRELL: Thank you. Lanny Sinkin.

MR. LANNY SINKIN: My name is Lanny Sinkin, and I am here today on behalf of the Aquifer Protection Association. I rise to speak in support of Councilman Hartman's motion that the City Council go on record as not condemning this land. I think the policy issue is what is important, not the specifics of the legal agreement and particularly not the damages that would be paid to someone who has been wronged by the City. I will get to that later.

As far as the Aquifer Protection Association is concerned, the three reasons given by the City Water Board for this condemnation are not valid. We are particularly concerned that they state in their reasons that the Edwards Aquifer is subject to an increasing danger of pollution and contamination because of the continuing and increasing population growth over the Aquifer. This danger being a particular concern because there are presently no facilities to treat the Edwards Aquifer water. The City Water Board acts, on one hand to pass a resolution saying there is an increasing danger of pollution and contamination, and acts on the other hand to send two new water lines into the recharge zone of the Edwards Aquifer. And, Dr. Nielsen, water lines are definitely a growth generator because without water lines there would be no growth.

Secondly, the City Water Board says they need a water production facility to protect the City of San Antonio in case of an accidental, deliberate or emergency contamination of the Aquifer. Since they have selected as a site for their water treatment plant and there is ample, sworn testimony available that the sole reason this land was originally condemned was for treatment of surface water, there was nothing about ground water in that original testimony, but they found that they needed to make up some more reasons for the condemnation so now they are talking ground water. Their own maps show this area to produce minimum quantity and questionable quality of ground water. They are supposing that they will produce 40 million gallons of water a day from their four wells.

And, finally, a supplemental surface water supply, and I think this is the one that the City Planning Commission responded to as they should have. Since there is no signed contract for the GBRA water, you would be buying land and building a water treatment plant without having the surface water to treat. Furthermore, you would be acting to supplement the water supply of the Edwards Aquifer in a "Lone Ranger" manner. This is something that should be dealt with as a multi-county effort. If it is needed, the cost should be shared by all those that use the Edwards. The City Water Board should not be committing the people of San Antonio to spending all of the money necessary to supplement the water in the Edwards. That concludes my remarks for the Aquifer Protection Association.

I would like to make some personal remarks, having been involved with this for a while. I think that the treatment that Mr. Pappay, Mr. Burch, and Mr. Robinson have received at the hands of the City of San Antonio is something shameful. They have been dealt with in bad faith for six years and, that when it finally comes to the City Council, they are being asked about whether they will agree to forego damages, whether they will limit their damages, whether they will pay back taxes. All of these questions are an insult to them in that the City wronged them. They should not be pressed for a bottom line. It is the City that should be pressed for a bottom line. It is the City that did wrong. The City should pay whatever damages are warranted, and if he wants to include mental anguish, the City should pay for that, too. Those are my personal remarks. Thank you.

MAYOR COCKRELL: Thank you, Mr. Sinkin. All right, we have a motion and a second that the Council disapprove the resolution.

MR. BILLA: May I make a comment?

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MAYOR COCKRELL: Mr. Billa.

MR. BILLA: I have been sitting here listening to all this conversation, and it seems to me that what we are suggesting is the Water Board people don't know what they are talking about or have no experience to make a determination how you would secure or treat water and that, to me, is the only issue. We act as if the acquisition of land for a water treatment plant can happen overnight, that there is no planning required or no lead time required. We say that if we adopt this or take this land that it will be a commitment to buy GBRA surface water. Well, if this City is going to get in the business of surface water, and I would expect that it would be needed in every quadrant of the City if we're going to be a viable and growing City. One that can attract the industry that the people say they want to have an economic development base, but I don't see any other water anywhere except the Canyon water. I don't see it anywhere. And what we're doing is suggesting again that the water board people don't know what they're talking about. We try to say that the water plant is a growth generator. I don't believe this. They are big cities that get water from distant sources and then treat it outside of the city and bring it into the city. But, I just can't see us spending all this time on the legal aspects of something and the only decision this Council has to make - I thought we're a policy setting board, and it seems like we're a bunch of lawyers and get involved in every aspect of it except whether this land is needed for the City of San Antonio, even desirable so that we can supply those needs which are certain to come in the future and put some bit of planning in it. We try to act like the Water Board made this decision last night to buy this land. They've been looking at this for many, many years. Apparently this particular tract for six years now, and I'm sure that the people have suffered some inconvenience and injustice, but I think that government always makes proper restitution to people, and they get more for their land than they would get from the private sector. So, the only decision we have to make is whether this is an appropriate place to have a water treatment plant, if it's ever needed, and I say what we're suggesting if we deny this right to the Water Board to make this choice because of the hydrolics of delivering the water downstream getting rid of the waste in the stream that's already there and then being able to either purify or treat ground water or surface water it could serve any areas of the City. It's easier to run pipes than it is to have water reservoirs just anywhere in the area. So, we're just saying in my opinion is that the Water Board people don't know what they're saying or talking about. They have no experience in the field of water. We put a lot of credence into what people that are just citizens, I mean, good citizens that have good intentions but are not as knowledgeable about the needs of plans. As Mr. Sinkin alludes to the money that the City is spending out there. Well, I'd like to remind him that his mother never did take a regional approach to the study of the Aquifer situation...

MAYOR COCKRELL: All right, Mrs. Sinkin is not present and there's no point...

MR. BILLA: Well, okay. Okay, the Aquifer Protection Association, Mayor if I may, never did pay any attention or make any effort to put the Edwards Study on the regional basis so that citizens of San Antonio wouldn't have to pay all the expenses to make this study. The City of San Antonio is footing the whole bill and actually not getting the full benefit of it. Everyone is benefiting from whatever happens over the Aquifer, but yet they're willing to put these people are willing to put the burden on the City of San Antonio to provide them with water to protect the water for everyone, and I think it's time that the Council take a stand and recognizes the professional staff that we have or either get rid of them.

MAYOR COCKRELL: All right, we have two other speakers. Rowena Rodgers. And then following Mrs. Rodgers, Karen Sprague. I think that concluded everyone who was signed on this subject.

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MRS. ROWENA RODGERS: Yes, I'm Rowena Rodgers representing the League of Women Voters. As you consider this ordinance to condemn the Burch property, the League would like to comment on this implication for planning. You are aware of our support of comprehensive planning for the City of San Antonio and one of the basic assumptions in the planning process has been that the City has finite resources for building and infrastructure to be used by the citizens. Its proposed growth sketch does not provide for extensive growth in the area that could be served by wells from the Burch property. We understand that there is an adequate water supply for those within the City limits and the Aquifer is to the north and presently undeveloped and hopefully will remain so until the results of the Metcalf-Eddy Study are dealt with. And we understand that Mr. Van Dyke has said that this water would not be used to service the incorporated cities nearby. Who, then, will need the water to be pumped from this property. Also, we would hope that the wells would not be drilled until their use is indicated by City's Comprehensive Planning, the Comprehensive Planning that's adopted. We're also concerned about another area of planning. We recognize today that there's not been sufficient dialogue between the entities involved, let alone the development of some means to deal with such questions as to what policy has this region adopted regarding the use of method of payment for surface waters, how many and where and whom will these reservoirs be built and how will the use of ground water be regulated so that all energies needing this water will have access to an equitable, on an equitable basis. What is the correlation between the use development and the use of payment of ground and surface water. And the - we'd hope that you take the lead in establishing a forum which could deal with these problems on a regional basis. Such a forum has been suggested in the report of the legislative committee, appointed by the Speaker of the House at the last session to look into the water problems. There's a wealth of information from water quality and development agencies and important studies soon to be completed such as the one by the Bureau of Reclamation and in the data from the Metcalf-Eddy study on the 208 Wastewater Treatment planning. Such a forum could and should make a far-reaching, make far reaching decisions concerning the use and cost of our regional water sources. Therefore, we would encourage public participation in making these decisions, and we would urge you to vote not to condemn the property at this time.

MAYOR COCKRELL: Thank you. Karen Sprague. Is she here?

DR. NIELSEN: She was here a little while ago.

MAYOR COCKRELL: Alright, that concludes the persons registered. We now have the motion to deny the ordinance which would move into condemnation. Dr. Nielsen.

DR. NIELSEN: Mayor, I would offer a substitute motion that we consider to move for adoption of Item 8, as I'm sure it was presented to us several months ago.

MAYOR COCKRELL: All right, the motion was first, in other words you're just moving the reverse.

DR. NIELSEN: Yes.

MAYOR COCKRELL: All right, is there a second to that motion?

MR. BILLA: Second.

MAYOR COCKRELL: All right, it's been moved and seconded instead that a substitute motion be offered which would be to approve the condemnation. Is there discussion? Mr. Pyndus.

MR. PYNDUS: Yes Madam, I would like to ask Mr. Van Dyke several questions if I may about the site. If you can help me, Mr. Van Dyke. Can you tell me how large a piece of land you would need for a water treatment plant?

MR. ROBERT VAN DYKE: I'm Robert Van Dyke, General Manager of the Water Board. We feel that a minimum of one hundred fifty acres would be needed for this particular site because of its long range potential supply for the water for the City of San Antonio.

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MR. PYNDUS: How about the drilling of wells - it seemed that we had three categories. One was to bring surface water into San Antonio from the Canyon creek. The other was to drill wells and then there was one for treatment, do all these categories fit into one or are these three separate categories and three separate facilities?

MR. VAN DYKE: All three categories fit into this particular site after very careful consideration. The treatment plant would be available for treating both ground and surface waters. It's been pointed out to the Council that at the present time the Water Board has no facilities to treat contaminated water other than by chlorination. Of course, we have a very fine ground water supply at the present time there's no need for any other treatment other than that. Also this site because it would be a site that could treat ground water would be a large production facility for water. It's been pointed out previously in the presentation of one of the people who have spoken here that this is a bad site for water. But on the contrary it's an excellent site for copious quantities of ground water. The maps that we've prepared show the general areas. But before we ever go into any particular area, we do have specific ground water hydrology studies made and one was made at this particular site by Porter Montgomery, and he tells us that the water production at this site would be equal to our basin station which is the one that will produce a great deal of water. And so we do feel that it is a fine site for producing water, for treating ground water if needed and for treating the future surface water supply if and when the Council ever decides that we need it.

MR. PYNDUS: Mr. Van Dyke, the Planning Department has refused to accept that site immediately and say there's no need for it. And in trying to follow their recommendations, what would be your response to their refusal to obtain this site?

MR. VAN DYKE: We met on three different days last week. With the Chairman and the director of the Planning Commission on Monday; with the Land Use Committee on Tuesday, and with the full Commission on Wednesday. We explained to them the reasons why the site was needed, what it would be used for, but apparently they did not feel that we explained it well enough. If we did not, that's my failure. But we for many years, as you know, have been working towards a surface water supply since 1970. We have working both on the ground water treatment and surface water treatment facilities and I think that comments that were made earlier that this is nothing that's come about overnight; it's something that has been long planned, that has been careful thought out by a number of Water Boards, by a number of Councils and it's only been delayed because of litigation. But the need is there and the special meeting of the Water Works Board of Trustees this week they voted to accept the offer that was made by Mr. Robinson, and we have put that argument of his offer into a legal form, and I see today that he doesn't wish to follow through with what they offered to the Water Board, and that the Water Board approved.

MR. PYNDUS: A question, Madam Mayor, I didn't mean to prolong it. It seems that several years ago you had recommended the surface water of the Cibolo Applewhite Reservoir approach first, and it appears to me, and I followed your recommendation at that time, and now, it seems that you're reversing your thinking that by taking this property at this time we lock ourselves into the GBRA Contract and we at this time, and then we cannot look at the Cibolo-Applewhite Reservoir until further down the road. What reversed your thinking so that I may get a handle on it?

MR. VAN DYKE: On the contrary, Mr. Pyndus, I don't think that this site would in any way preclude any other site. In the long-range plans of the Water Board back as far as 1970, there were three sites selected, one was the Burch tract that we're talking about today, the other was the Applewhite site down on the Applewhite Reservoir, and the third is the Anderson site which is on 1604 south of Culebra. These three sites were selected for their strategic location in San Antonio. Three points where we would have the ability to treat water, in the Anderson and in the Burch tract sites where we call the north-east site is the Burch one, those two sites were to have the capability to treat ground water. I've explained to this Council, I've explained to newspaper editors, and citizens, and to my Board that we did not publicize the fact that we wanted to be able to treat ground water because we did not wish to alarm the citizens, but we were going ahead with that capability along with the capability to provide surface water, and we were doing that at the request of the Council. The plans were formulated in 1970 to work toward these ends. We have acquired the Anderson pump station site at this time. The site that we need for the treatment plant adjacent to the Applewhite Reservoir is one that we can acquire when the land is acquired for the site. So, no decision has been made whether we should proceed or not proceed with that reservoir. But, if and when we do, we would acquire either 100 or 150 acres adjacent to that reservoir site for a treatment plant there. And the third one is the Burch tract which you are considering today, and it was selected after long and hard studies. It has the proper location to take care of the water as it would come into the City from the northeast. It's in an elevation so that we can, if and when we do ever sign a contract with the GBRA, that water can be brought to San Antonio forever by gravity without having to pay a very high electric cost. Now, we see the power costs soaring. Our citizens are suffering under the high cost of power. Everyone is and certainly this is a very great consideration by your City Water Board to pick a site that we can have forever that will not have a power cost that benefit will accrue to our citizens from now on. And so there were many things that went into the selection of that site.

MAYOR COCKRELL: All right, I'm going to accept just the two last hands. Was yours up, Mr. Rohde?

MR. ROHDE: Yes, I want to ask a question.

MAYOR COCKRELL: All right. These three and then that's the sign off. Mr. Billa.

MR. BILLA: I just wanted to say this, Mayor. First, I'd like to say that I withdraw my comment about a name of a person. I just wanted to refer to the Aquifer Protection Association and no names of that organization, so I'm sorry for that and withdraw that particular name.

But, the other thing is I sit here and I listen to citizens tell us that there is no water available out there and then Mr. Van Dyke comes in, whom I presume knows something about water, tells us that there is water on this site because they've already paid for a study and so on. So, I think I've also heard rumors that there's some compelling reason why the Board wants to buy this land, that there's some sort of a shady deal or devious means being used to acquire this land. Now, I can't believe that. I just cannot believe that there's anything like that happening and if there is it will certainly come out, and I think these people are laying their jobs on the line. Right now, these people that are professional with the Water Board are sort of laying their jobs on the line by coming here and telling there is a need or this facility ought to be where they say it should be. So, I'm going to have to vote in favor of the condemnation for that reason, that I think they've given me sufficient reason to do that, so I will take that position.

MAYOR COCKRELL: Mr. Hartman is next.

MR. HARTMAN: I would like to both respond to Mr. Billa and ask Mr. Van Dyke a question, with regard to the well fields and for Mr. Billa's information, there is a September 1973 map that is put by the City Water Board that identifies that area of the Burch Tract as being a marginal location for pumpage with regard to quality and quantity. Now, would someone explain that to me, I mean, what is...

MR. BILLA: Has there been a subsequent study?

MR. VAN DYKE: The map that Mr. Hartman is describing is a fact, in general, we have described an area of the City that has very good producing wells. Now, we have an area that he's describing that's just above that in general is an area that has a problem, and for that reason whatever we are contemplating drilling a well in that area, we have specific studies made which we did so in this case and the thing, that I suppose is difficult for all of us to understand is exactly what is under the ground. The Edwards is not a uniform formation, it's one that has fractures, and various blocks of the limestone that are in there and for that reason many times a well in one location will produce alot of water and another one may not produce quite as much. An example of that, I will give you is the Coca-Cola Company which is just south of the Coliseum and just immediately north of that there are adequate water but the faulting and the blocks of the faulting are such that at that particular site they're having a problem with the water, but just a few a feet away they will produce all the water that you can suck out of the ground. So, that is why we have this specific site looked at by Porter Montgomery and that we have his report that does tell us that this would be an excellent site.

MAYOR COCKRELL: All right Mr. Rohde was next.

MR. ROHDE: Van, what's the elevation of this site?

MR. VAN DYKE: The site is approximately elevation 800.

MR. ROHDE: What's the airport elevation?

MR. VAN DYKE: I don't carry that elevation with me, Mr. Rohde.

MR. ROHDE: What about the northeast reserve?

MR. VAN DYKE: Inaudible.

MR. ROHDE: Thank you. Well, you're telling me the airport thing, the airport property apparently is lower or higher than the other property?

MR. VAN DYKE: It must be slightly higher.

MAYOR COCKRELL: All right, are there any other questions, excuse me, Mr. Hartman, I didn't realize I had cut you short.

MR. HARTMAN: Madam Mayor, my only point was, Van, are you telling me, this is an excerpt of the map that shows the four proposed wells on the site. Now, I'm familiar, I'm aware of Mr. Porter Montgomery's study, but are you telling me that these four locations or that some other locations on this site have been specifically identified as being something above marginal quantity and quality?

MR. VAN DYKE: Yes, sir, I'm saying to you that Mr. Montgomery has said that that site is an excellent site, his report, if I may read from it the track lies within an area which contains good water in the Edwards formation, and it goes on the area should be capable of as high as productive potential as other wells in northern San Antonio such as those at Olmos Basin which is one of our best stations.

MR. HARTMAN: Okay, and I'm fully aware of that language, yet he says lies within an area and yet the map of September 1973 shows this area as being marginal both as to quality and quantity, so we have two conflicting reports on that...

MR. VAN DYKE: I explained to you, Mr. Hartman, that that map is a general map and when you have a site like that falls into that area then extensive studies does go beyond that.

MAYOR COCKRELL: Are there any other questions or comments by Council members?

MR. PYNDUS: Mayor, I do because of the vote that was taken by the Water Board; it was a split vote, and I'm wondering if you would give us your reasoning for your vote on the Water Board as far as the condemnation proceedings?

MAYOR COCKRELL: The 3 to 2 vote was not for condemnation. The 3 to 2 vote was in favor of accepting what we believed was the bona fide offer from the owner, and so it had been my understanding and assumption that today we would have a signed option based on that letter. And I will have to say that I am very disappointed that we don't have that, but that was the basis upon which the Water Board action was taken. A 3 to 2 vote favoring the letter that we received which proponed to make an offer and the Water Board voted to recommend to the City Council that they accept that offer, and I'm prepared to vote today to accept the offer.

MR. VAN DYKE: I might add to the Mayor's comment that the Board had voted to ask you to condemn the property on the 22nd day of September and they were prepared to vote again to ask you at this last meeting until the Mayor suggested that, perhaps, this offer that had been made by the Burches was acceptable, the Board did consider that offer, and they did vote in favor of it by 3 to 2 vote, and it was our instructions to have the option agreement ready for signature today and our attorneys have drawn that option precisely as it was presented to the Board by Mr. Robinson with the one exception that was the percent of interest because our attorneys advised us that we must have a set interest and the second to the motion by Dr. San Martin specifically stated that he would not second the motion without a set interest and so we are recommending to you that we have the same interest that we are presently paying on our last bond issue, and it's 5.6...

MAYOR COCKRELL: Let me just state that I was prepared to recommend to the Council that we accept the request of the family interest that we grant six percent, and I'm prepared to accept that, and, however, although the letter states that the offer is good for 30 days it does not appear that the owners are willing to sign an agreement based on this letter, and I want to ask again if that is or is not the case.

MR. ROBINSON: The matter as to whether or not that the Water Board could hold an option to freeze this land for these years and at the same time be authorized to condemn that same land didn't come up until this Water Board hearing and Mr. Schaefer said it, and you heard it and I heard it. You asked the question, can we have the option and freeze the land or words to this effect and still be authorized to condemn for ground water and that is not the way we sent the offer in. We are trying to stop the condemnation of the property for Water Board purposes. 00451

We are opposed to it, that was our consideration for coming to this Council, and frankly the implication is now clear that you feel like we've reneged on the contract when I say to you that it is on Mr. Schaefer's mind to tie up this property for three years and then it's condemned for ground water with the next Council or whoever that we have not had a meeting of the minds. There was no contract, and we will withdraw that offer if that is the status of it...

MAYOR COCKRELL: Well, it's not the status so far as this Council that I have heard any expression of this Council, and if we could only agree to the wording, I think we have an alternate. However, we do have a motion before us and the motion is on the condemnation, is there any further discussion?

MR. PYNDUS: Yes, madam. Is it in order, Mayor Cockrell, to ask for a week's postponement, so that the legal language can be set. Or you prefer not to do that?

MAYOR COCKRELL: Actually, I think we need to go ahead and have a vote one way or another and decide. All right, the vote is on condemnation.

MR. HARTMAN: Now this is a substitute motion which is for...

MAYOR COCKRELL: It is to approve condemnation.

MR. HARTMAN: That will be the first one and then my motion which is the original motion is not to approve.

MR. PYNDUS: Where does that leave us with Mayor Cockrell's....

MAYOR COCKRELL: If this would fail, there could still be a substitute motion, entertained to approve the contract...to approve the option and if that is not consummated it seems to me that the matter could then be reconsidered.

MR. HARTMAN: Madam Mayor.

MAYOR COCKRELL: Yes, sir.

MR. HARTMAN: There is one point though, I think with regard, as I stated at the time that I made my motion. According to the City Attorney, the offer which I believe was a bona fide offer and I so viewed it simply could not be carried out. Isn't that what you are really saying.

CITY ATTORNEY PARKER: No, sir, what I am saying is the offer as I understand it has been prepared in the agreement is based on the offer. There has been now introduced into the offer other conditions which were not in the offer...

MR. HARTMAN: But not by those who tendered the offer.

MAYOR COCKRELL: Oh, yes.

MR. PARKER: Once you make an offer in law, Mr. Hartman, all previous things merge into that offer and, if that offer is then accepted, then that's what you base your agreement on.

MR. HARTMAN: But, in effect, this contract agreement really gives us nothing except it says that we agree on the matter of the GBRA contract, but it leaves totally open the condemnation for water wells for building a fire station, for any park or anything else.

MR. PARKER: They would have to come back to the Council to get that authority if they cannot negotiate it.

MAYOR COCKRELL: All right, the motion is for condemnation. The Clerk will call the roll

Ayes: Billa, Teniente, Nielsen;
Nays: Pyndus, Cisneros, Black, Hartman, Rohde, Cockrell;
Absent: None

CITY CLERK: The motion failed.

MR. PYNDUS: I would like to make a substitute motion that we accept the offer as tendered in accordance with the understanding that Mayor Cockrell had at the Board meeting.

MAYOR COCKRELL: Okay, is there a second.

CITY CLERK: I haven't read the caption on the...you are talking about the option.

MAYOR COCKRELL: This is a substitute motion, though, that would substitute for the given motion the other motion accepting the option.

CITY CLERK: What I am saying is that I haven't had the Ordinance accepting the option.

MAYOR COCKRELL: You can read the caption now because this is offered as a substitute.

The Clerk then read the following Ordinance:

AN ORDINANCE 44,702

AUTHORIZING EXECUTION OF AN AGREEMENT FOR A THREE YEAR OPTION TO PURCHASE CERTAIN PRIVATELY OWNED REAL PROPERTY IN BEXAR COUNTY, TEXAS, FOR PUBLIC PURPOSES IN CONNECTION WITH THE LOCATION, CONSTRUCTION, OPERATION, RECONSTRUCTION, IMPROVEMENT, REPAIR AND MAINTENANCE OF WATER PRODUCTION TREATMENT AND PUMPING FACILITIES.

DR. NIELSEN: Madam Mayor.

MAYOR COCKRELL: Yes.

DR. NIELSEN: Point of information. Actually, I am still not sure what we would accomplish unless they signed it. If they didn't sign it...

MAYOR COCKRELL: If they do not sign it, then the matter is back before the City Council.

DR. NIELSEN: Okay, one of the very important questions--the reason we got into this right at this particular time is that...inaudible... has assured us that as far as this condemnation proceeding #250893 in the District Court, 45th Judicial District, Bexar County, Texas, we are running out of time, is that still where things are or not? How much time do we have?

MR. DAVIDSON: Well, we have three months longer than we were supposed to.

MAYOR COCKRELL: Well at any rate, it has not passed for condemnation.

DR. NIELSEN: I realize that, but to get as much information as possible, how long would you guess we've got relative to the decisions about signing as far as the property owners, or not signing?

MR. DAVIDSON: That would be at the discretion of the judge.

MAYOR COCKRELL: All right, fine, we will just see whether or not this passes, if it passes, it really is a motion that would accept what I took to be a bona fide offer, and we will see if that motion passes, if it passes, then we will see if the offer is in fact consummated.

MR. BILLA: Does this include the language that the City would not condemn it?

MAYOR COCKRELL: It includes the offer as it was tendered to the City. Is there any further discussion?

MR. HARTMAN: Madam Mayor, just a point of clarification, if I may, again the policy issue before the City is whether there should be condemnation or whether there should not be condemnation. The City Planning Commission by a vote of 8 to 1 has recommended to this Council that there not be condemnation because there is not a clear and definable need. I think that is the only real question at this stage before the Council in as much as the offer has apparently run into some legal difficulty from the standpoint of what it was intended to do.

MAYOR COCKRELL: The move for condemnation, of course, is now moot because that has just failed at this point.

MR. ROHDE: Wouldn't that resolve the issue in the court down there?

MAYOR COCKRELL: Well, at this point, no we would have a legal contract and offer that has been extended to the City, and I would like to see it accepted. All right, shall we have the roll call on whether or not... Yes, there was, did I hear a second?

MR. ROHDE: No, you didn't hear a second.

MAYOR COCKRELL: You didn't get a second.

MR. PYNDUS: I moved for a delay.

MAYOR COCKRELL: If there was no second, we then go with the original motion, will the clerk read the original motion.

MR. HARTMAN: Madam Mayor, clarification which was my motion not to condemn, is that correct?

ROLL CALL:

REV. BLACK: Yes.

MR. HARTMAN: Yes.

MR. ROHDE: Yes.

MR. TENIENTE: No.

DR. NIELSEN: No.

MAYOR COCKRELL: I'm going to abstain, and with the comment that I feel the owner of this property made a valid offer, and I feel very sincerely that they have withdrawn and are not living up to what I understand to be a valid offer and I'm very disappointed.

MR. PYNDUS: I will follow the Mayor's position, I think she represents this Council as an ex-officer member of the City Water Board. She is familiar with the facts, and I will follow her leadership and abstain.

MR. BILLA: No.

DR. CISNEROS: Yes.

CITY CLERK: The motion failed.

MR. TENIENTE: If we are going to be correct on this situation we had at first we were voting on the caption as was first presented and that's what we read originally, is that correct?

MAYOR COCKRELL: That was the substitute motion.

MR. TENIENTE: I'm talking about the one we voted on which Mr. Hartman was acting.

MAYOR COCKRELL: The effect actually is of the same in either event. Because in order to pass the condemnation would have to get the required number of votes. So, the issue is really has been disposed of in that the Water Board has neither been given the authority to condemn in order nor to give the City the authority to approve or to accept the offer.

MR. TENIENTE: My reason for that is that I'd like to have this as a regular motion is there an agreement to accept the offer that we had talked about. I want the wording in there, I'd like just to make sure that the Council understands that we cannot bind incoming Council on condemnation you just can't do that. And I think someone was saying, Mr. Pyndus was alluding to the fact that this might bind new Councils coming in...I'd just like to accept the offer...

MR. BILLA: Second.

MAYOR COCKRELL: All right, that motion was never voted on, is that correct. It never received a second. All right, we then have a motion from Mr. Teniente, may we read the caption that places the six percent interest rate.

CITY CLERK: The caption is the same Mayor, it's just a matter which option you're taking.

MAYOR COCKRELL: Recommending six percent which is what the owner of the property stated. Alright that is a motion.

DR. CISNEROS: Madam Mayor, question, the language accepts the offer, but the testimony we heard this afternoon suggests that there is no offer.

MAYOR COCKRELL: I would like to find out legally whether or not there is an offer based on the letter we received.

MR. PARKER: There is an offer in that letter that says....it will not be withdrawn for a thirty day time limit.

MAYOR COCKRELL: All right there is a motion and a second that we accept the offer, let's see it was Mr. Teniente's motion and Billa's second. Clerk will call the roll.

Mayor Cockrell: Aye.

MR. PYNDUS: Yes.

MR. BILLA: Yes.

DR. CISNEROS: No.

REV. BLACK: No.

MR. HARTMAN: No.

MR. ROHDE: This is no way to make a real estate deal, it's under duress and there's a lot of water bugs and the answer is no. I'm very outraged with the conduct, the way this matter has been handled.

MR. TENIENTE: I feel sorry for you, Mr. Rohde. My vote is yes.

DR. NEILSEN: Yes.

CITY CLERK: Motion carried.

MAYOR COCKRELL: All right the motion is carried, we now direct the City Attorney to take the necessary steps to accept the offer that was received in written form and we would appreciate then a report.

MR. ROHDE: Mayor, it's my understanding in real estate that an option or any real estate agreement can be withdrawn at any time prior to signing by both parties. Now, I think we've got to put the attorney on the line here that's representing these people, is this going to be accepted or rejected and sitting here working with a duress situation it's not to the best interest of the citizens or his client. I think we need a yes or no answer.

MAYOR COCKRELL: At this point, I think what we need to do is find out what our legal counsel states is the status of whether or not that was in his opinion a legal offer.

MR. ROHDE: I know the real estate law, Mayor.

MR. PARKER: It was a legal offer and has been a legal acceptance of the offer. It will be presented to Mr. Robinson and his clients for execution should they choose to execute it, that will be up to them.

MAYOR COCKRELL: All right, fine.

MR. BILLA: It just delayed the action, Mayor.

REV. BLACK: It seems to me to be rather ridiculous when the attorney is saying right here that he doesn't want the offer. This is not what he's going to take. In fact, we are playing some sort of childish game.

MR. HARTMAN: Yes, I agree...

MR. ROHDE: You're putting the people under duress.

MAYOR COCKRELL: Let me just say this when we have offers made and the City is willing to accept the offer, I think then that our attorneys have to get together and discuss it.

MR. ROBINSON: Madam Mayor, when John Schaefer sat there and told ...inaudible...did he have the right to have the option, to have the best of both worlds the right to condemn it for ground water and the right for surface, it was the first time that it ever occurred to us that it was even in anybody's mind, everything that we said, a letter to you even before the Water Board considered it was to the effect to halt further condemnation proceedings. This is the basic consideration that we submitted the offer to you. It is a consideration of our agreement. Now, if you ask me are you going to take the offer knowing that the Chairman of this Water Board said that and made it a matter of public knowledge that he will have both, we will say no. You are going to have to sue us, and the regrettable part is that even the Mayor of this City sat there and said we have a moral obligation not to do that.

MAYOR COCKRELL: Of course, I did, and I will do anything that we can legally do to reinforce my position that will not take it during that period of time. But we have a legal option which seems to me was a fair way out for all of us, and I was very much in support of it. And if there's any legal way we can write in there, any guarantees, I'm glad to do it, and I have so stated.

MR. ROBINSON: I hope you understand that my clients thought when we submitted the offer to you that this would stop condemnation after six years, they wanted no more.

MAYOR COCKRELL: So, far as I'm concerned it will, right. Mr. Teniente.

MR. TENIENTE: Mr. Parker, isn't it a fact that, though that Mr. Schaefer does not have the right nor do the people at the Water Board have the right for condemnation. So, obviously, so whatever statements he may have made may have been at the point where he just did not understand, but you cannot accept that as a legal statement. And so it has to come to Council, and I don't believe you're going to find the Council jumping on condemnation suit immediately. And not only that, you understand also legally that we cannot bind new Councils on things. And all we're trying to do is move this thing on and get it started.

MAYOR COCKRELL: Thank you very much. Let's go on to the next item.

MR. LANNY SINKIN: Just a point of personal privilege, if I might respond to some inaccurate facts that were placed in the record during the last conversation. The position of the Aquifer Protection Association has always been that the cost of the study should be shared and all counties should participate and we made that suggestion to the City originally.

MR. RAUL RODRIGUEZ

Mr. Raul Rodriguez stated that a man arrested by the Police on Saturday, February 19, 1977, was found dead in the jail Sunday. He further stated that there have been many incidents like this in the past and asked the City Council to hold the County responsible for the treatment of prisoners. He also read a proposed resolution to the Council, a copy of which is filed with the papers of this meeting.

Councilman Teniente took exception to Mr. Rodriguez' statements against police officers.

MR. DON GREEN

Mr. Don Green, 6019 Lark Valley, Chairman of V.O.I.C.E., stated that he is a member of the Voter Registration Committee and has become aware of the fact that people are reluctant to register to vote because they don't want to be selected for jury duty. He asked the City Council to support V.O.I.C.E. in having the current method used for jury selection changed. He said that many of these people cannot afford to serve on juries because of economic conditions.

City Attorney Parker stated that the method has been determined by the courts.

MR. HENRY MUNOZ

Mr. Henry Munoz, Executive Director for District Council No. 99, appealed to the City Council to investigate the disregard of the constitutional rights by the City Public Service Board. He said that there are approximately 800 utility workers, and 90 percent are Mexican nationals. He said that citizens of Mexican origin should be recruited first before Mexican nationals are hired. He spoke of several derogatory comments made by a City Public Service Board supervisor.

Mayor Cockrell asked the City Manager and City Attorney to review the accusations made by Mr. Munoz and report back to the Council on this matter.

MR. RAUL RODRIGUEZ

Mr. Raul Rodriguez stated that he was not criticizing the police at this time. He said that the County should be held responsible for treatment of prisoners. He submitted copies of a resolution to each Council member and asked them to consider passage of same. (A copy of this resolution is on file with the papers of this meeting.)

Mayor Cockrell stated that the County jail is under the jurisdiction and supervision of the Bexar County Commissioners' Court and these matters should be presented to them.

MR. JULIO PUENTE

Mr. Julio Puente, an employee of the City Public Service Board, asked that the City not approve any settlement with Lo-Vaca until the City Public Service Board stops discrimination practices against Mexican-Americans.

77-11 At this point, the discussion of the Burch property continued. See page 13 of these minutes.

A RESOLUTION

No. 77-11-11

OPPOSING THE ENVIRONMENTAL PROTECTION AGENCY'S "NEW SOURCE REVIEW POLICY IN NON-ATTAINMENT AREAS" AS DETRIMENTAL TO SAN ANTONIO'S ECONOMIC AND EMPLOYMENT DEVELOPMENT EFFORTS: AND ENDORSING THE EFFORTS OF THE GREATER SAN ANTONIO CHAMBER OF COMMERCE AND OTHER ORGANIZATIONS AND INDIVIDUALS TO SEEK THE RESCISSION OF THIS RULING.

Mr. Ray Lozano, from the Environmental Protection Agency, Region 6, Dallas, Texas, spoke to the Council and discussed with them the offset policy of the Clean Air Act. He said that the air quality standards under this Act should be obtained as expeditiously as possible. He said that San Antonio does not have a bad air problem and there's a lot of room for expansion by new industry.

He read excerpts from the Clean Air Act and emphasized that new industry which prevents a city from attaining specified standards would be disallowed. A new industry may locate in an area where an emission offset may be obtained. E. P. A. is soliciting public comment regarding its basic policies and its detailed position. To this end, a public hearing is being held in Dallas on March 1st.

Mr. Lozano said that the offset policy would probably apply in San Antonio to a new industry such as a gasoline storage area or crude oil handling facility. In answer to Mr. Pyndus' question, Mr. Lozano said that San Antonio does not have a high level of particulates and that there is room for new sources of particulates to come into the area.

There was a general discussion of the problem and comparisons made to other areas.

Mr. Bill O'Connell, representing the Greater San Antonio Chamber of Commerce, said that the Chamber is not opposed to the E. P. A. standards but is opposed to the "offset" method and wants to make its feelings known at the public hearing in Dallas. He suggested allowing new industry to come in as long as they are using the best available pollution control equipment. He also suggested a study of local conditions to determine the best approach to use in this area and that rules be applied on a case-by-case basis. He urged the Council to approve the Resolution.

Councilman Pyndus said that the San Antonio Manufacturers' Association had asked to be put on record as supporting the Resolution.

After consideration, Mr. Pyndus moved that the Resolution be approved. The motion was seconded by Mr. Billa.

Mr. Cisneros moved to amend the motion by making the following amendments to the Resolution:

1. Add: "Whereas, economic development for the purpose of attracting new jobs and industry is among the top priorities of San Antonio's city government."
2. Amend Section 1 to read that the City Council expresses its "concern" about the new process.
3. Amend Section 2 to read "amended" instead of "rescinded."
4. Add Section 4 to say: "The City Government of San Antonio commits itself to the technical research and policy discussion that would be necessary to initiate a locally formulated set of objectives and strategy relative to clean air."

The motion to amend was seconded by Mr. Hartman. On roll call, the motion carried by the following vote: AYES: Pyndus, Billa, Cisneros, Black, Hartman, Teniente, Nielsen, Cockrell; NAYS: None, ABSTAINING: Rohde; ABSENT: None.

The original motion as amended then passed by the following roll call vote: AYES: Pyndus, Billa, Cisneros, Black, Hartman, Teniente, Nielsen, Cockrell; NAYS: None, ABSTAINING: Rohde, ABSENT: None.

The Resolution was approved.

* * * *

77-11 The following Ordinances were read by the Clerk and after consideration, on motion made and duly seconded, were each passed and approved by the following vote: AYES: Billa, Cisneros, Black, Rohde, Teniente, Nielsen, Cockrell; NAYS: None; ABSENT: Pyndus, Hartman.

AN ORDINANCE 47,703

APPROVING PRICE AND CONDITIONS OF SALE BY THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO OF CERTAIN SINGLE-FAMILY RESIDENTIAL LOTS IN THE COMMUNITY DEVELOPMENT COLONIA SANTA CRUZ PROJECT LOCATED WITHIN THE BOUNDARIES OF THE NEIGHBORHOOD DEVELOPMENT PROGRAM, TEX. A-8.

* * * *

AN ORDINANCE 47,704

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SAN ANTONIO CONSERVATION SOCIETY FOR THE LEASE OF LA VILLITA TO THE CONSERVATION SOCIETY FOR FIVE SEPARATE AND INDIVIDUAL TERMS THROUGH APRIL, 1981.

* * * *

AN ORDINANCE, 47,705

AUTHORIZING THE EXERCISE OF AN OPTION TO EXTEND THE LEASE FOR AN ADDITIONAL FOUR YEARS AT THE VISITOR INFORMATION CENTER LOCATED AT 321 ALAMO PLAZA.

* * * *

AN ORDINANCE 47,706

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION FOR FUNDING TEN TRAFFIC SAFETY PROJECTS UNDER SECTION 230 OF THE FEDERAL-AID HIGHWAY ACT OF 1973, AND TO FURTHER EXECUTE AGREEMENTS WITH THE AGENCY FOR THE CITY TO PERFORM CERTAIN OF THE PROJECTS ACTING AS CONTRACTOR OF THE STATE AGENCY: ESTABLISHING A FUND: ADOPTING A BUDGET: AND AUTHORIZING A CONTRIBUTION OF THE CITY'S SHARE OF \$56,520.00 TO THE PROJECT FROM 1970 STREET IMPROVEMENT BOND FUNDS.

* * * *

AN ORDINANCE 47,707

ACCEPTING THE PROVISIONS OF VARIOUS STATE DEPARTMENT OF HIGHWAYS MINUTE ORDERS RELATIVE TO RECONSTRUCTION OF CERTAIN STREETS AND TRAFFIC CONTROL FACILITIES (FEDERAL AND URBAN SYSTEMS PROJECTS).

* * * *

77-11 The following Ordinance was read by the Clerk and after consideration, on motion of Mr. Billa, seconded by Dr. Nielsen, was passed and approved by the following vote: AYES: Pyndus, Billa, Cisneros, Black, Rohde, Teniente, Nielsen, Cockrell; NAYS: None, ABSENT: Hartman.

AN ORDINANCE 47,708

AUTHORIZING PAYMENTS TOTALING \$6,500.00 FROM THE RIVER BEND PARKING STRUCTURE CONSTRUCTION FUND FOR A FINANCIAL FEASIBILITY STUDY FOR THE RIVER BEND PARKING STRUCTURE AND AN UPDATE THEREOF, PREPARED BY YOUNG HADAWI INC., DALLAS, TEXAS, CONSULTING ENGINEERS; AND AUTHORIZING A TEMPORARY LOAN TO SAID FUND FROM THE GENERAL FUND TO PAY SAID PAYMENTS PENDING THE RECEIPT OF PROCEEDS FROM THE SALE OF CERTIFICATES OF OBLIGATION BY THE CITY.

* * * *

77-11 The following Ordinance was read by the Clerk and after consideration, on motion of Mr. Billa, seconded by Dr. Nielsen, was passed and approved by the following vote: AYES: Pyndus, Billa, Black, Rohde, Teniente, Nielsen, Cockrell; NAYS:None; ABSENT: Cisneros, Hartman.

AN ORDINANCE 47,709

AMENDING CHAPTER 38, (TRAFFIC REGULATIONS) OF THE CITY CODE: SETTING FORTH LOCATIONS AT WHICH ELECTRIC TRAFFIC CONTROL SIGNALS ARE IN FULL SIGNAL OPERATION: DESIGNATING ONE-WAY STREETS: DESIGNATING STOP SIGN LOCATIONS: DESIGNATION YIELD RIGHT-OF-WAY SIGN LOCATIONS: SETTING MAXIMUM SPEED LIMITS ON CERTAIN STREETS: ESTABLISHING PARKING METER ZONES: PROHIBITING PARKING AT ALL TIMES ON CERTAIN STREETS: PROHIBITING STOPPING, STANDING OR PARKING DURING CERTAIN HOURS ON CERTAIN STREETS: PROHIBITING LEFT TURNS DURING CERTAIN HOURS AT CERTAIN INTERSECTIONS: PROHIBITING RIGHT TURN ON RED LIGHT: AND PROVIDING THAT VIOLATION HEREOF BE PUNISHABLE BY A FINE OF NOT LESS THAN \$1.00 NOR MORE THAN \$200.00.

* * * *

77-11 The following Ordinance was read by the Clerk and after consideration, on motion of Mr. Billa, seconded by Dr. Nielsen, was passed and approved by the following vote: AYES: Pyndus, Billa, Rohde, Teniente, Nielsen, Cockrell; NAYS: None; ABSENT: Cisneros, Hartman, Black.

AN ORDINANCE 47,710

PERMITTING THE NORTHWEST OPTIMIST CLUB TO HOLD A BONFIRE ON FEBRUARY 26, 1977.

* * * *

77-11 Item No. 9 on the agenda, a proposed Ordinance establishing the Fort Sam Houston Gateway Neighborhood Project Advisory Committee and prescribing its membership, duties and functions was postponed at the request of the City Manager.

77-11 The following Ordinance was read by the Clerk and after consideration, on motion of Dr. Nielsen, seconded by Mr. Teniente, was passed and approved by the following vote: AYES: Pyndus, Billa, Rohde, Teniente, Nielsen, Cockrell; NAYS: None; ABSENT: Cisneros, Black, Hartman.

AN ORDINANCE 47,711

APPROPRIATING THE SUM OF \$12,915.00 OUT OF VARIOUS FUNDS FOR THE PURPOSE OF ACQUIRING TITLE AND/OR EASEMENTS TO CERTAIN LANDS; ACCEPTING THE DEDICATION OF TITLE AND/OR EASEMENTS TO CERTAIN LANDS; ALL TO BE USED IN CONNECTION WITH CERTAIN RIGHT-OF-WAY PROJECTS.

* * * *

77-11 The following Ordinance was read by the Clerk and after consideration, on motion of Mr. Teniente, seconded by Dr. Nielsen, was passed and approved by the following vote: AYES: Pyndus, Billa, Teniente, Nielsen, Cockrell; NAYS: None; ABSENT: Cisneros, Black, Hartman, Rohde.

AN ORDINANCE 47,712

AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED CONVEYING A TRACT OF SURPLUS CITY-OWNED PROPERTY, WITH NO ACCESS TO PUBLIC RIGHT OF WAY, TO INDUSTRIAL EQUIPMENT AND SUPPLY COMPANY FOR A CONSIDERATION OF \$3,322.00.

* * * *

77-11 The Clerk read the following Ordinance:

AN ORDINANCE 47,713

CLOSING AND ABANDONING PORTIONS OF ERIE AND AUGUSTA STREETS AND AUTHORIZING A QUITCLAIM DEED TO SOCIETY OF MARY, PROVINCE OF ST. LOUIS, CONVEYING A PORTION OF AUGUSTA STREET AND A PORTION OF ERIE STREET FOR A TOTAL CONSIDERATION OF \$22,070.00 AND THE DEDICATION OF CERTAIN EASEMENTS THEREIN, AND A QUITCLAIM DEED TO SISTERS OF DIVINE PROVIDENCE FOR A PORTION OF AUGUSTA STREET FOR A CONSIDERATION OF \$9,730.00 AND THE DEDICATION OF CERTAIN EASEMENTS AND ADDITIONAL RIGHT OF WAY FOR ST. MARY'S STREET BY UNRECORDED PLAT OF CENTRAL CATHOLIC AND PROVIDENCE HIGH SCHOOLS SUBDIVISION DATED DECEMBER 6, 1976.

Father Adolph Windisch spoke in support of the Ordinance. He also stated that he had been told by the Building and Zoning Department that property owned by the school would have to be replatted. Under the City's policy, the replatting would exceed \$6,000. Father Windisch said that the fee schedule was really set up to offset expenses incurred by the City in bringing in utilities, streets, curbs or other facilities. In this instance, everything is in and has been for many years and the City will not be out any expenses whatsoever. In view of the circumstances, he asked the Council if the replatting fee could be waived.

City Attorney Parker said that he felt that possibly the City Code had been misinterpreted and he did not believe that a fee would be required. He suggested that the Council allow him time to review the matter and that the waiver could be handled administratively.

The Council concurred with Mr. Parker's suggestion.

After consideration, on motion of Dr. Nielsen, seconded by Mr. Billa, the Ordinance was passed and approved by the following vote: AYES: Pyndus, Billa, Cisneros, Black, Hartman, Teniente, Nielsen, Cockrell; NAYS: None; ABSENT: Rohde.

* * * *

77-11 The following Ordinances were read by the Clerk and after consideration, on motion made and duly seconded, were each passed and approved by the following vote: AYES: Pyndus, Billa, Cisneros, Black, Hartman, Teniente, Nielsen, Cockrell; NAYS: None; ABSENT: Rohde.

AN ORDINANCE 47,714

GRANTING A LICENSE TO PETE V. CORTEZ AND WIFE, CRUZ L. CORTEZ, TO OCCUPY SPACE OVER, UPON AND UNDER CERTAIN RIGHT OF WAY AREAS ADJACENT TO NEW CITY BLOCK 340, AND MANIFESTING AN AGREEMENT IN CONNECTION THEREWITH.

* * * *

AN ORDINANCE 47,715

AUTHORIZING A CORRECTION OF THE TAX ROLLS IN ACCORDANCE WITH THE RECOMMENDATION OF THE TAX ERROR BOARD OF REVIEW AND AUTHORIZING A TOTAL REFUND OF \$4,077.35 DUE TO SUCH ERRORS FOR TAX ACCOUNTS 701-5771, 560-0095, and 57-2835.

* * * *

AN ORDINANCE 47,716

AUTHORIZING A TRANSFER OF \$40,670.95 FROM THE SWINE INFLUENZA IMMUNIFICATION PROJECT BUDGET IN THE FEDERAL REVENUE SHARING 4TH ENTITLEMENT PERIOD FUND TO PROVIDE SUPPLEMENTAL FUNDING OF THE THIRTY-TWO ADDITIONAL PATROL OFFICE PROJECT IN THE 7TH ENTITLEMENT PERIOD, AND AUTHORIZING COSTS TALLING SAID AMOUNT TO BE TRANSFERRED FROM THE 7TH PERIOD TO THE 4TH PERIOD FUND.

* * * *

77-11 The following Ordinance was read by the Clerk and after consideration, on motion of Dr. Nielsen, seconded by Mr. Teniente, was passed and approved by the following vote: AYES: Pyndus, Billa, Black, Hartman, Teniente, Nielsen, Cockrell; NAYS: None, ABSENT: Cisneros, Rohde.

AN ORDINANCE 47,717

AUTHORIZING REIMBURSEMENT OF \$24,569.20 FROM THE GENERAL FUND TO MODE CITIES PROGRAM FUNDS CONSISTING OF \$4,626.07 IN DISALLOWED COSTS PAID BY THE CITY FROM PROGRAM FUNDS AND \$19,943.13 OWED AS REQUIRED MATCH BY THE CITY UNDER ITS AGREEMENT WITH HUD COVERING THE MODEL CITIES PROGRAM, SAID AMOUNTS DUE BEING CONTAINED IN FINDINGS OF A RECENT AUDIT BY HUD OF THE SAN ANTONIO MODEL CITIES PROGRAM COVERING THE PERIOD FROM MARCH 1, 1975 TO DECEMBER 31, 1976.

* * * *

77-11 The Clerk read the following Ordinance:

ORDINANCE 47,718

AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR A GRANT TO THE CRIMINAL JUSTICE DIVISION OF THE GOVERNOR'S OFFICE FOR SECOND YEAR FUNDING OF THE PROJECT ACCEPTANCE BY LEARNING AND EARNING (PROJECT ABLE).

Councilman Pyndus asked for a review of the program.

Councilman Teniente stated that a complete evaluation had been submitted in the packets delivered to each Council member.

After consideration, a motion of Dr. Nielsen, seconded by Mr. Billa, the Ordinance was passed and approved by the following vote: AYES: Billa, Black, Hartman, Teniente, Nielsen, Cockrell; NAYS: None; ABSTAINED: Pyndus; ABSENT: Cisneros, Rohde.

* * * *

77-11 The following Ordinances were read by the Clerk and after consideration, on motion made and duly seconded, were each passed and approved by the following vote: AYES: Pyndus, Billa, Black, Hartman, Teniente, Nielsen, Cockrell; NAYS: None; ABSENT: Cisneros, Rohde.

ORDINANCE 47,719

DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT EASEMENTS TO CERTAIN PRIVATELY OWNED REAL PROPERTY SITUATED IN SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR A PUBLIC PURPOSE, TO-WIT: THE LOCATION, CONSTRUCTION, RECONSTRUCTION, IMPROVEMENT, REPAIR, AND MAINTENANCE OF PUBLIC FACILITIES DESIGNATED CASTLE HILLS UNIT TWO OFF-SITE SANITARY SEWER MAIN PROJECT: AND DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION PROCEEDINGS TO ACQUIRE RIGHT OF WAY AS CANNOT BE ACQUIRED BY NEGOTIATION.

* * * *

ORDINANCE 47,720

APPROPRIATING THE SUM OF ONE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED TWENTY-EIGHT AND NO/100 (\$145,228.00) DOLLARS OUT OF STREET IMPROVEMENT BONDS, 1970, FUND NO. 41-002, INDEX NO. 508,523, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, SUBJECT TO THE ORDER OF THE NAMED DEFENDANTS IN CONDEMNATION CAUSE NO. C-1376 IN PAYMENT OF THE AWARD OF THE SPECIAL COMMISSIONERS AND FOR PAYMENT OF THE COURT COSTS IN SAID CAUSE FOR THE ACQUISITION OF THE FEE TITLE TO CERTAIN REAL PROPERTY NEEDED FOR THE TWENTY-FOURTH STREET IMPROVEMENT PROJECT.

* * * *

ORDINANCE 47,721

ACCEPTING THE LOW QUALIFIED BID OF HOBBS TRAILERS TO FURNISH THE CITY OF SAN ANTONIO AUTOMOTIVE OPERATIONS DIVISION WITH HYDRAULIC DUMP BODIES FOR A NET TOTAL OF \$3,698.00.

* * * *

AN ORDINANCE 47,722

ACCEPTING THE LOW QUALIFIED BID OF MANNING ENVIRONMENTAL CORP. TO FURNISH THE CITY OF SAN ANTONIO PUBLIC WORKS DEPARTMENT WITH PORTABLE FLOW METERS FOR A NET TOTAL OF \$4,302.00.

* * * *

AN ORDINANCE 47,723

ACCEPTING THE LOW QUALIFIED BID OF CONNCOR, INC. TO FURNISH THE CITY OF SAN ANTONIO PARKS AND RECREATION DEPARTMENT WITH TIMBER PLAY EQUIPMENT FOR A TOTAL OF \$4,404.00, LESS 1% - 20 DAYS.

* * * *

AN ORDINANCE 47,724

ACCEPTING THE LOW QUALIFIED BID OF THE SAN ANTONIO IMPLEMENT COMPANY TO FURNISH THE CITY OF SAN ANTONIO PUBLIC WORKS DEPARTMENT WITH A UTILITY TRACTOR AND CHISEL PLOW FOR A TOTAL OF \$7,878.16, LESS 2% - 10 DAYS.

* * * *

77-11 The following Ordinance was read by the Clerk and after consideration, on motion of Mr. Billa, seconded by Mr. Teniente, was passed and approved by the following vote: AYES: Pyndus, Billa, Cisneros, Black, Hartman, Teniente, Nielsen, Cockrell; NAYS: None; ABSENT: Rohde.

AN ORDINANCE 47,725

ACCEPTING THE LOW QUALIFIED BID OF THE PUBLIC HEALTH EQUIPMENT AND SUPPLY CO., TO FURNISH THE CITY OF SAN ANTONIO HEALTH DEPARTMENT WITH INSECTICIDES FOR A NET TOTAL OF \$8,191.00.

* * * *

77-11 The following Ordinance was read by the Clerk and after consideration, on motion of Mr. Teniente, seconded by Mr. Hartman, was passed and approved by the following vote: AYES: Billa, Black, Hartman, Teniente, Nielsen, Cockrell; NAYS: None; ABSENT: Pyndus, Cisneros, Rohde.

AN ORDINANCE 47,726

ACCEPTING THE LOW QUALIFIED BID OF THE COMMERCIAL BODY CORP. TO FURNISH THE CITY OF SAN ANTONIO AUTOMOTIVE OPERATIONS DIVISION WITH A MOBILE AERIAL TOWER FOR A NET TOTAL OF \$21,936.50.

* * * *

77-11 The following Ordinance was read by the Clerk and after consideration, on motion of Mr. Billa, seconded by Mr. Teniente, was passed and approved by the following vote: AYES: Billa, Black, Teniente, Nielsen, Cockrell; NAYS: None; ABSENT: Pyndus, Cisneros, Hartman, Rohde.

AN ORDINANCE 47,727

ACCEPTING THE LOW QUALIFIED BIDS OF
GOLDTHWAITE'S OF TEXAS, INC., GULF COAST
AG. & TURF SUPPLY, INC., OCCIDENTAL CHEMICAL
COMPANY AND THOMPSON HAYWARD CHEMICAL CO.
TO FURNISH THE CITY OF SAN ANTONIO PARKS
AND RECREATION DEPARTMENT WITH HERBICIDES
FOR A TOTAL OF \$6,464.08.

* * * *

77-11 The following Ordinance was read by the Clerk and after consideration, on motion of Mr. Billa, seconded by Mr. Teniente, was passed and approved by the following vote: AYES: Pyndus, Billa, Cisneros, Black, Teniente, Nielsen, Cockrell; NAYS: None; ABSENT: Hartman, Rohde.

AN ORDINANCE 47,728

AUTHORIZING THE PURCHASE OF PUMPS AND SPARE
PARTS FOR A BIF OXIDIZING MACHINE FOR MITCHELL
LAKE, SINGLE SOURCE OF SUPPLY ITEMS, FROM
FYBROC INCORPORATED FOR THE PUBLIC WORKS SEWER
DEPARTMENT FOR A TOTAL OF \$7,775.00 PLUS FREIGHT.

* * * *

77-11 The following Ordinance was read by the Clerk and after consideration, on motion of Mr. Billa, seconded by Dr. Nielsen, was passed and approved by the following vote: AYES: Pyndus, Billa, Cisneros, Black, Teniente, Nielsen, Cockrell; NAYS: None; ABSENT: Hartman, Rohde.

AN ORDINANCE 47,729

ACCEPTING THE LOW QUALIFIED BID OF THE MARKET
STREET PRINTING CO., DBA SCHNEIDER PRINTING
TO FURNISH THE CITY OF SAN ANTONIO WITH PRINTING
OF ELECTION SUPPLIES FOR A TOTAL OF \$4,986.30
LESS 1% - 5 DAYS.

* * * *

77-11 The meeting recessed at 4:25 P.M. to go into Executive Session and reconvened at 4:45 P.M.

77-11 The following Ordinance was read by the Clerk and after consideration, on motion of Mr. Billa, seconded by Mr. Pyndus, was passed and approved by the following vote: AYES: Pyndus, Billa, Black, Hartman, Nielsen, Cockrell; NAYS: None; ABSENT: Cisneros, Rohde, Teniente.

AN ORDINANCE 47,730

APPOINTING REBA MALONE TO THE SAN ANTONIO
TRANSIT BOARD OF TRUSTEES TO FILL A
VACANCY. (Replacing Cheramy Dee Rusbuldt
for term expiring December 31, 1981.)

* * * *

77-11 The following Ordinance was read by the Clerk and after consideration on motion of Mr. Billa, seconded by Dr. Nielsen, was passed and approved by the following vote: AYES: Pyndus, Billa, Cisneros, Black, Hartman, Teniente, Nielsen, Cockrell; NAYS: None; ABSENT: Rohde.

CONFIRMING AND APPROVING OF THE CITY MANAGER'S REAPPOINTMENT OF MRS. LUPE TORRES VENEMA AND MR. L. C. RUTLEDGE TO THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO FOR A TERM OF TWO YEARS.

* * * *

77-11 COUNCILMAN CISNEROS' REQUEST FOR ORDINANCE

Councilman Cisneros asked for Council concurrence that his Ordinance providing for the establishment of a system of fiscal rates for Ordinances that require the expenditure of non-budgeted City funds; that require any new local tax, fee, license charge, or penalty; or that require an increase or decrease in any existing local tax, fee, license charge or penalty, be scheduled for consideration at next week's meeting.

77-11 OLMOS DAM TASK FORCE

In response to Councilman Cisneros, Mayor Cockrell stated that she will investigate the status of the Olmos Dam Task Force and report back to the Council.

77-11 PROPOSED RESOLUTION ON PUBLIC WORKS FUNDS

Councilman Cisneros requested Council concurrence for a Resolution to be considered by Council at next week's meeting urging our Congressmen and Senators to support immediate enactment of additional local public works' funds and amendments to eliminate the inequities of the previous bill.

77-11 TEXAS WATER QUALITY BOARD MEETING

Mayor Cockrell stated that a Texas Water Quality Board Meeting has been scheduled for next Thursday and asked that a representative of the Council be present.

Mr. Hartman stated he will be happy to represent the City at the Texas Water Quality Board Meeting as he has done in the past.

77-11 REQUEST FROM TEXAS GOOD ROADS ASSOCIATION

Dr. Nielsen asked that the Council members individually or collectively respond to the telegram received from the Texas Good Roads Association regard HB 3, Governor Briscoe's Highway Funding Bill.

77-11 DEMOLITION PROBLEM

Councilman Hartman stated that the City's Demolition Ordinance needs to be reviewed by staff.

77-11 The Clerk read the following letters:

February 18, 1977

Honorable Mayor and Members of the City Council
City of San Antonio, Texas

Madam and Gentlemen:

The following petitions were received in my office and forwarded to the City Manager for investigation and report to the City Council.

February 14, 1977

Petition submitted by AAA Fence Company, requesting City Council approval to retain an existing fence located at 2411 North Zarzamora.

February 17, 1977

Petition submitted by Mr. Frank Rodriguez and other citizens requesting the City to take action against the owner of the lot at 254 Florencia for having animals and collecting old junk.

February 17, 1977

Petition submitted by Mr. Hector A. Escamilla, 127 E. Lynwood, requesting permission to construct a ten (10) foot fence on his property.

/s/ G. V. JACKSON, JR.
City Clerk

* * * *

There being no further business to come before the Council, the meeting was adjourned at 5:00 P.M.

A P P R O V E D

Lila Cockrell
M A Y O R

ATTEST:

G. V. Jackson, Jr.
C i t y C l e r k

February 24, 1977
nr

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