

REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF SAN ANTONIO HELD IN
THE COUNCIL CHAMBER, CITY HALL, ON
THURSDAY, SEPTEMBER 6, 1973.

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The meeting was called to order at 8:30 A. M. by the presiding officer, Mayor Charles L. Becker, with the following members present: COCKRELL, SAN MARTIN, BECKER, BLACK, LACY, MORTON, BECKMANN, PADILLA, MENDOZA; Absent: NONE.

73-48 The invocation was given by the Reverend E. O. Allen, Southside Chapel.

73-48 Members of the City Council and the audience joined in the Pledge of Allegiance to the flag of the United States of America.

73-48 The minutes of the Regular Meeting of August 23, 1973, were approved.

73-48 PRESENTATION OF CITATIONS

The Mayor stated that he had a very pleasant task to perform this morning in that he would present citations to various former members of Boards, Commissions and Committees. These dedicated citizens have served and devoted many hours of their time to City affairs and the City is grateful to them for their contributions to the welfare of the community.

The Mayor stated that the City had previously presented citations to various members who have served but would like to publicly recognize their service to the City. The Mayor then asked the following to come forward and receive the personal thanks of each member of the City Council.

<u>MEMBER</u>	<u>BOARD</u>
C. Linden Sledge	Mayor's Economic Development Planning Council
C. B. "Jack" Skipper	Airport Advisory Committee
Max Martinez	Urban Renewal Agency
Rev. Claude Black	Urban Renewal Agency
John A. Bitter, Jr.	Urban Renewal Agency
Charles O. Scheer	Urban Renewal Agency
Robert A. Roth	Urban Renewal Agency
Martin J. Rodriguez	Housing Authority of the City of San Antonio

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MEMBERBOARD

C. Thompson Harris

Firemen's and Policemen's Civil
Service Commission

Carl A. Fenske

Municipal Civil Service Commission

Mayo J. Galindo

Municipal Civil Service Commission

Mrs. George W. Church, Jr.

Board of Adjustment

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Mr. Bob Roth stated that in the eight years that he served as a commissioner of the Urban Renewal Agency or the San Antonio Development Agency, as it is now known, he thought more was done to change the face of San Antonio in that particular department of the City government than any one thing that he knew of. He hoped that they could all look to the same kind of program as a result of their work in the future.

The Mayor then presented citations expressing appreciation for outstanding service to the community to the following:

MEMBERBOARD

M. M. (Mel) Hughes

Planning Commission

Roland DeWinne

Economic Opportunities Development
Corporation

Victor Soto

Economic Opportunities Development
Corporation

Mrs. Hazel Hays

Economic Opportunities Development
Corporation

Ed Holmes

Economic Opportunities Development
Corporation

Kenneth Browne

Board of Adjustment

E. A. Neuman

Board of Adjustment

Clarence Williams

Board of Adjustment

Bruce Fryburger

Board of Adjustment

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The Mayor then recognized the following citizens for their service but who were unable to be present to receive their citations.

MEMBERBOARD

I. R. Vasquez

Planning Commission

Robert Barrett

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MEMBER

BOARD

Milton Guess

Economic Opportunities Development Corporation

Mrs. Janie Rodriguez

Economic Opportunities Development Corporation

Felix B. Trevino

Economic Opportunities Development Corporation

Robert L. Dunn

Economic Opportunities Development Corporation

Pleas C. Naylor, Jr.

City-County Cooperative Tax Appraisal Advisory Committee

Mrs. Carolyn Farner

Board of Adjustment

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73-48 The Clerk read the following Ordinance, which was explained by Mr. Tom Raffety, Director of Aviation and Municipal Enterprises and after consideration, on motion of Dr. San Martin, seconded by Mr. Beckmann, was passed and approved by the following vote: AYES: Cockrell, San Martin, Becker, Black, Morton, Beckmann; NAYS: None; ABSENT: Lacy, Padilla, Mendoza.

AN ORDINANCE 42,726

MANIFESTING AN AGREEMENT WITH DELTA AIR LINES, INC. TO EXTEND THE PRESENT LEASE AGREEMENT COVERING CERTAIN GROUND SPACE AT INTERNATIONAL AIRPORT, FOR A TERM COMMENCING SEPTEMBER 1, 1973 AND ENDING AUGUST 31, 1974.

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73-48 The Clerk read the following Ordinance:

AN ORDINANCE 42,727

ACCEPTING THE LOW BID OF HARWELL & HARWELL, INC. FOR CONSTRUCTION OF A MOBILE SECURITY OFFICE AT SAN ANTONIO INTERNATIONAL AIRPORT: AUTHORIZING EXECUTION OF A CONTRACT FOR SAID WORK: AUTHORIZING PAYMENT IN THE AMOUNT OF \$14,977.00 OUT OF FUND 720-01 TO SAID CONTRACTOR AND \$1,000.00 OUT OF THE SAME FUND TO BE USED AS A CONTINGENCY ACCOUNT.

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Mr. Tom Raffety, Director of Aviation and Municipal Enterprises, stated that the Council previously expressed concern which he hoped was answered in a letter to the Council from the architects who prepared the plans and specifications for the structure. To questions by Councilman Morton, Mr. Raffety stated that approximately 30 percent of the costs is for equipment, which includes air conditioning and lockers. He added that on projects such as this, specifications must be written, bids taken, performance bonds must be made, etc. These are things required, which run up the cost, particularly on a small job. Mr. Raffety then discussed the restrictions placed on purchasing by the Charter, which he recommended be revised when Charter Revision is considered.

After further discussion, on motion by Dr. San Martin, seconded by Mr. Beckmann, the Ordinance was passed and approved by the following vote: AYES: Cockrell, San Martin, Becker, Black, Morton, Beckmann; NAYS: None; ABSTAIN: Mendoza; ABSENT: Lacy, Padilla.

73-48 Item #3 of the Agenda being an Ordinance consenting to a sub-lease of certain space in lease area No. 5 at San Antonio International Airport from Exxon Corporation to Texas Research, Inc.; authorizing future sub-leases by said sub-lessee, was withdrawn from consideration by the City Manager.

73-48 The following Ordinances were read by the Clerk and explained by members of the Administrative Staff, and after consideration, on motion made and duly seconded, were each passed and approved by the following vote: AYES: Cockrell, San Martin, Becker, Black, Morton, Beckmann, Mendoza; NAYS: None; ABSENT: Lacy, Padilla.

AN ORDINANCE 42,728

MANIFESTING AN AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND N. A. KALT, AN INDIVIDUAL D/B/A STINSON FIELD AIRCRAFT FOR THE LEASE OF CERTAIN PREMISES LOCATED AT STINSON MUNICIPAL AIRPORT.

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AN ORDINANCE 42,729

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SAN ANTONIO COLLEGE TO FURNISH INSTRUCTION AND CLASS MATERIAL FOR POLICE TRAINEES.

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AN ORDINANCE 42,730

AUTHORIZING THE CITY MANAGER TO CONTRACT WITH COMMISSIONERS COURT TO REIMBURSE THE CITY FOR TWO AUTOMATIC SWITCHER OPERATORS IN THE POLICE DEPARTMENT.

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AN ORDINANCE 42,731

APPROVING THE PLANNING AND ZONING COMMISSION'S RECOMMENDATION THAT SCRIVENER LANE BE RENAMED TESORO DRIVE.

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AN ORDINANCE 42,732

APPROVING THE INSTALLATION OF A BARBED WIRE FENCE AT 511 HOEFGEN STREET BY ALLIED ELECTRIC COMPANY FOR SECURITY PURPOSES.

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73-48 The Clerk read the following Ordinance:

AN ORDINANCE 42,733

ACCEPTING THE BID OF JOE RAMON & SONS, INC. FOR CONSTRUCTION OF PARKING AREAS AT THE SAN JUAN HOMES AND MIRASOL HOMES TO BE USED BY THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT; AUTHORIZING EXECUTION OF A CONTRACT COVERING SAID WORK AND AUTHORIZING PAYMENT OF \$29,353.45 TO SAID CONTRACTOR AND \$691.05 TO BE USED AS A CONTINGENCY ACCOUNT, ALSO \$3,862.00 PAYABLE TO JERRY ROGERS FOR ADDITIONAL ARCHITECTURAL FEES, ALL TO BE PAID OUT OF MODEL CITIES FUND 708-04.

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Mr. Roy Montez, Director of Model Cities, stated that this was a continuation of health clinic improvements that they have been doing during the past two years. They have renovated the physical facility and there were some funds left to take care of the outside work, parking areas, etc. This Ordinance provides for paving three parking areas, sidewalks, and one basketball court, which was torn up during construction of one of the clinics. Mr. Montez stated that the architectural fees are based on the standard AIA fee schedule. Only one bid was received and he recommended acceptance of same.

After consideration, on motion of Mrs. Cockrell, seconded by Dr. San Martin, the Ordinance was passed and approved by the following vote: AYES: Cockrell, San Martin, Becker, Black, Lacy, Morton, Beckmann, Mendoza; NAYS: None; ABSENT: Padilla.

73-48 The following Ordinances were read by the Clerk and explained by Mr. Sandy Clark, Land Division Chief, and after consideration, on motion made and duly seconded, were each passed and approved by the following vote: AYES: Cockrell, San Martin, Becker, Black, Lacy, Beckmann; NAYS: None; ABSENT: Morton, Padilla, Mendoza.

AN ORDINANCE 42,734

APPROPRIATING THE SUM OF \$16,750.00 OUT OF CERTAIN FUNDS FOR THE PURPOSE OF ACQUIRING TITLE TO CERTAIN LANDS AND EASEMENTS OVER CERTAIN LANDS, ALL TO BE USED IN CONNECTION WITH THE STORM DRAINAGE #83-X (SIX-MILE CREEK), AND THE 24TH STREET IMPROVEMENT PROJECTS; AND ACCEPTING THE DEDICATION OF VARIOUS EASEMENTS OVER CERTAIN LANDS TO BE USED IN CONNECTION WITH THE STORM DRAINAGE #83-X (SIX-MILE CREEK), BLOSSOM HILLS SEWER OUTFALL, LOST HORIZON SUBDIVISION OFF-SITE SEWER MAIN AND BABCOCK PLACE, UNITS 10 & 11 SANITARY SEWER - PARCEL "A" AND "B" PROJECTS.

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AN ORDINANCE 42,735

APPROPRIATING FROM CERTAIN FUNDS AMOUNTS IN THE TOTAL SUM OF \$1,001.00 IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH U. S. 281 NORTH EXPRESSWAY; WALTERS-MOORE STREET PROJECT; STORM DRAINAGE PROJECT #83-X (SIX-MILE CREEK); 24TH STREET IMPROVEMENT PROJECT; AND RANCLAND HILLS SUBDIVISION, UNIT #2 SANITARY SEWER (MISCELLANEOUS EASEMENTS & DEDICATIONS).

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The Clerk read the following ordinance for the third time:

AN ORDINANCE 41,989

AMENDING THE FRANCHISE GRANTED TO GENERAL ELECTRIC CABLEVISION CORPORATION FOR THE PURPOSE OF DISTRIBUTING AUDIO AND VIDEO SIGNALS AND AUDIO AND TELEVISION ENERGY TO ITS SUBSCRIBERS IN THE CITY OF SAN ANTONIO, TEXAS, ALONG, ACROSS, OVER OR UNDER THE STREETS, HIGHWAYS, ALLEYS, UTILITY EASEMENTS AND REAL PROPERTY OF THE CITY OF SAN ANTONIO; BY ESTABLISHING A TERM OF 15 YEARS FOR SAID FRANCHISE RIGHTS; PROVIDING POLE RENTAL FEES TO BE PAID TO THE CITY-OWNED UTILITY; REDEFINING THE FORMULA FOR DETERMINING THE MARKET VALUE OF THE SYSTEM IN CASE OF RECAPTURE OF SAID FRANCHISE RIGHTS BY THE CITY OF SAN ANTONIO DURING THE PERIOD OF THE FRANCHISE; PROVIDING FOR ADDITIONAL SERVICES AND PROGRAMMING TO BE FURNISHED BY THE GRANTEE; PROVIDING FOR A 10 YEAR REVIEW OF SYSTEM PERFORMANCE BY THE CITY; PROVIDING FOR AN ADDITIONAL REMEDY TO THE CITY IN THE EVENT OF NON-COMPLIANCE BY THE GRANTEE; PROVIDING A FORM FOR ACCEPTANCE OF THESE FRANCHISE AMENDMENTS BY THE GRANTEE; AND PROVIDING FOR A PUBLIC HEARING AND THREE SEPARATE READINGS.

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CITY MANAGER SAM GRANATA: Mayor and Council, this is the item you discussed at great length yesterday and have been discussing for some time. If you pass this item today, you will grant the amendments to the existing GE Franchise. If the ordinance fails, of course, the present GE Franchise will prevail. Mr. Troilo, who is standing at the podium, has asked that he address you just a minute. I think he is waiting on a letter that President Shaw of GE wants to be read to you, and I don't know whether he's got it yet. If he hasn't got it, he may ask for a postponement till later in the meeting on this item.

We just would like for this item on the agenda, if it please the Council, to be put later on in the agenda. Mr. Dodge is coming with a telecopy of the statement.

That's agreeable with me. Is it with the rest of you? Surely we'd be happy to if possible.

(Later in the meeting the discussion resumed.)

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MR. ARTHUR TROILO: Mr. Mayor and Members of the Council, as you know, the President of General Electric Cablevision Corporation was here all day yesterday until 4:00. Your hearing went on till 6:00, and we advised him of the part of the hearing that he missed and of some of the questions that were raised after he left. I'm authorized by Mr. Reid Shaw to make this statement to the Council prior to their action on the third reading.

"Several months ago, the General Electric Cablevision Corporation, which has the existing franchise here, began discussions with members of the City staff here in San Antonio concerning the amendments which the company felt were essential in order to start construction under General Electric's franchise with the City. These negotiations over a period of months produced an agreement with the City staff at least to the extent that the City staff was willing to recommend to the City Council certain amendments to the franchise ordinance. I want to make it clear that the company did not get everything it wanted in those negotiations. The City gave up part of what it wanted under those negotiations, but the agreement was viewed at the time and is still viewed by us as an equitable and fair agreement to both sides. Now that agreement was submitted to the City Council. Two votes were taken on those franchise amendments. It is my recollection that those votes were unanimous in favor of the amendments. Several public hearings have been held - more than those public hearings that are required by the Charter but since there was a change in Council membership, we have participated as much as possible in those public hearings. A citizens' advisory committee was appointed to work through the summer. General Electric and its representatives have met at every meeting of that citizens' committee as a resource to that committee all through the summer months, twice a week, for two and three hours a night, to work with the committee and provide information as to what General Electric was willing to do, what the technical parts of the franchise were, what the technical parts of the system were. We have done that.

Now at a hearing yesterday, the company again stated through its President, it was ready to proceed with the construction of the nation's largest cablevision system. A system which would incorporate the latest state of the art technology, not the 1968 state of the art technology, but the 1973 state of the art technology. Just as soon as the Council would approve these amendments by the third and final reading action would commence. Late in the day, yesterday, a variety of suggestions emerged from some of the members of the Council concerning additional franchise amendments or new franchises or additional changes. We interpret this to mean that some of the Council felt that negotiations should be further reopened and started over. This is both puzzling and disappointing to the General Electric Company who felt that after negotiating in good faith an agreement had been reached which was to be recommended to the Council by the staff.

The company wants to make it very clear to the Council that there comes a point in every negotiation where one side or the other must say this is it. This is as far as we will go. This is where we stand. If that point is never reached then negotiations continue forever. These negotiations started in November of 1972. This is September of 1973. I am authorized by the President of the company to tell the Council that the General Electric Company has reached that point. In our view the agreement we reached with the City staff meets both the needs of the City, the needs of the citizens for an exciting and unusual and dramatic change in communications media, and it meets the needs of the company - the guarantees that the company must have. We do not intend to alter our position on the recapture clause. No company

could responsibly recommend to its board of directors that it proceed with the \$24 million investment without some assurance of an opportunity not only to get its money back, but also to realize a reasonable profit on its investment. There are enough risks in the cablevision business without voluntarily risking a profit opportunity that might exist after ten years of hard work of putting a system in and making it a successful system. Under some of the suggestions made yesterday, the City would have a right to take over that system after ten years and during the last five years purchase it at a bargain basement price, and deprive the company of its ability to make any profits.

It was stated clearly yesterday that it will take at least ten years for the company to make back its initial investment so that the last five years is the period in which the profit motivation exists. No sound management business operation would go into a venture without a profit motivation. It's that motivation during the last five year period of this franchise that are very important to the company. Much as been said about the City not intending to get into the cable television business, and that the recapture provision is really not a threat to General Electric. The company's management has reviewed the City's records and attitude towards public ownership of utilities and this record gives scant comfort to the company that if it were a good deal for the City, the City would not purchase and take over the system either to operate it itself or to give it to another operator to operate. So that we do feel that we have reason of concern in San Antonio where all of the utilities are owned by the public.

We respectfully request that the City Council take its third vote on the amended franchise and that it take it now. The alternative is seems to us is to reopen the entire matter, invite not just one but all interested parties to get into a bidding procedure which would take months or years. Evidence the considerations that have gone over the last ten months. The problems will not be simplified, they will be magnified with ten or twenty proposals, with consultants, with model cablevision franchises from all over the country. This would, of course, delay for months, to the people of San Antonio the ability to have cable television if they want it. They will deprive the City of a system and of the assets of a company which is willing and able to start and invest \$24 million in the San Antonio economy. We think that there would be a significant loss of revenues to the City under such a requirement of reopening the bids. So, again we repeat, we are ready to go forward, we are ready to go forward now, and we urge the Council to give affirmative action to the amendments that have been approved on the other two readings."

MAYOR CHARLES L. BECKER: Arthur, may I say something please with respect to this matter. I've mentioned in the past, and I'll mention it again. The corporation that I represent has an association and an arrangement with the General Electric Profit Sharing Trust, Pension Trust, for fixture and equipment loans. I have every reason in the world to favor the General Electric contract if for no other reason that that. In all consciencness I cannot favor it for the simple reason, that after hearing the recommendations that were made by the Citizens Advisory Committee, recommendations that were, let's say in keeping with now, today's situation, and trying to patch up and bolster up a contract that was made in January 11, 1968. We're almost five years into that contract. It's for this reason that I can't favor the continuance of this situation as it presently is. Everyone agrees that at the time that contract was made this industry was in its infancy, embryonic, what ever you'd like to call it. The City was unsophisticated, let's say, with respect to what cable television was or might amount to. I think, generally, the public was.

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Perhaps even the corporations that were in it might have been a bit naive or unsophisticated. We didn't know what to expect or what to anticipate. We do now. We have a more clear cut picture of the matter. I, for one, and I can only speak for myself, feel that it would be in the best interest of the City to stop the music and start all over again, even if it does take the delay of one, two, and three months, perhaps. I don't think it will necessarily require that much delay for the simple reason that I'm going to advocate that the City write the contract this time, and I would advocate and recommend that the City employ the gentleman that appeared before, Mr. Gibson, I think his name is, to assist the City in the construction of that contract and then that once that contract is constructed in all elements as the City wants in it, that it be given to the various people in the cable television business and ask for them to bid on it. All they'd have to do is fill in the blanks and as it was quoted in the paper this morning, like buying a new car. If you buy enough cars, you tell the companies what you want, and they put the price down. That's my feeling on it. I think I should make my position known because had it not been for this particular posture that I'm taking, I would have had to abstain from voting on the contract entirely.

MR. TROILO: Mayor, if I could reply to one of the issues that you raised. The issue of the recapture provision is one that there is not a company in the United States that's going to accept the existing provision in the General Electric franchise. You questioned him yesterday, one of the competitors who appeared here, and who we have respect for as a knowledgeable television company - cable television company. They didn't agree to accept it. No reasonable business is going to accept the recapture provision of that nature. So, what I'm saying is the City can write the toughest contract in the world, and they can wind up without a system and that's what's happened here.

MAYOR BECKER: As I said yesterday, Arthur, my interest in this thing is not so much as a means of revenue to the City as it is a vehicle by which education and all these ethnic expressions and all the so-called benefits that can be derived from the usage of cable television can be accrued to the City. I'm not looking upon it as a means of raising money to operate the City with nearly as much as some people might be. I'm only trying to figure out what's best for the City, what's best for the citizens, and that's the reason I'm primarily interested in the reconstruction of the contract. The onerous parts of it would be onerous now or five years from today and certainly they're probably going to have to be modified by the corporation themselves. But the rest of this input that we have had from the citizens' committee and certain of those things I think have opened all of our eyes as to perhaps a side of this situation that had not been brought to the surface before.

MR. TROILO: Mayor, we are very familiar with the citizens' committee recommendations having sat with them all summer and having had some input ourselves as a resource. We have also sat with the City staff who has reviewed those citizen recommendations, and we have issued to the City staff areas in which we felt our franchise was consistent with the citizens' committee recommendations. If the City were interested in incorporating those I don't think that there would be any violations of the existing franchises. It's in matters that weren't covered, that the franchise is silent about, that a clarification could certainly be put in writing and binding as part of these amendments. We don't see that as a problem.

MAYOR BECKER: We also have this factor to consider. That is, if we start amending this contract and altering it and tinkering with it, and changing it from its original form, there's always the possibility that we're doing something in violation of the City Charter by not reopening

the whole matter to the bidding on the part of the rest of the corporations who are interested in this thing. That has to be considered as well. I'm sure you are not unaware of that possibility. Anyone else have questions?

MR. ALVIN PADILLA: Mr. Mayor, I'd like to make a couple of remarks, if you please. I'll have to say first that if I were voting on this thing on the basis of friendship with people, I would have to vote for General Electric because Mr. Troilo, although he reminded me the other day that I keep it well hidden, is a very good friend of mine. So there's no animosity whatsoever. As a matter of fact, he's one of my favorites, but I am going to have to vote against the third reading of this thing. I did vote for it twice, and I said at that time that I considered the first two votes to be relatively unimportant since breaking the chain at any point would render the issue dead.

Now, I'm going to vote against it for several reasons. One, is that originally when General Electric came to the City for amendments, one of the major points was the recapture provision and they made a big deal about their concern for their front money, their capital outlay. Yesterday, I passed an idea by them that to me at least, or in my mind, would insure that their capital outlay, their initial money would be protected, that is, that they would get a generous recapture provision during the first ten years, while recovering their initial outlay of capital. After that, the present recapture provisions would be reinstated, so to speak. This would have the effect of giving the City of San Antonio, first of all, it would give General Motors (sic) (Electric) the opportunity or guarantee for protection of their initial outlay. Second, it would restore the City of San Antonio a practical situation in terms of recapture. We've already had experience with utilities who do not respond to what this Council wants in many cases. People who we cannot touch in terms of the practical because their bonded indebtedness is simply so high that they know they are immune in the final analysis to anything that this Council wants. I tried to assure General Electric as one individual that as far as I am concerned we are not so much interested in going into the cable TV business as we are in seeing to it that we have control in the practical sense. General Electric reminded us that we can recapture at more generous terms, with more generous terms, if we can prove non-compliance or non-conformance. That is a very difficult thing to do. In addition to that, the point that was raised by the Mayor is a point that I raised during the last Council some five months ago, and one that though Mr. Walker did not agree with, and Mr. Reeder, I think, does and that was the point I raised that this whole process is illegal and against the City Charter. For those reasons I will have to vote No on the third reading this morning. I'd like to read Section 130 of the City Charter.

The interpretation here seems to be that Mr. Reeder deems this, in effect, a new franchise in its practical aspect, and I'll ask him to speak when I get through. This is "Limitations on Franchises," Section 130 of the City Charter.

"No exclusive franchise or privilege shall ever be granted nor a franchise nor a privilege to commence at any time after six months subsequent to the taking effect of the ordinance granting the same. No franchise or privilege shall be extended directly or indirectly beyond the term originally fixed by the ordinance granting the same."

Now one of the things you want here is the additional five years.

"An application for the renewal of the franchise or the granting of a new one may be considered and acted upon prior to the expiration date of the current franchise so that the new franchise may take effect upon the expiration date of the other. Provided, however, that the procedure prescribed herein for the original granting of such franchises is followed in all particulars."

Now we have followed the procedures but we have not come to the point where the original franchise has expired. I would like at this time if you will excuse me, Mr. Troilo, to ask Mr. Reeder to speak on this point. Are we, in your opinion, Mr. Reeder, doing something that is in accordance with the Charter?

CITY ATTORNEY CRAWFORD REEDER: Mr. Padilla, as I was telling you and several other of the Councilmen, yesterday, we've got some serious questions that are tied up in that section 130 there that you just read. Mr. Troilo and I have talked about this at great length, and we agreed that if a law suit were filed to challenge the validity of what GE wants, if the Council gave GE what it wanted here, that probably we could win the law suit. We've got some questions there that I don't know the answer to, and I thought the Council ought to be made aware of them, a court might rule against it. The provision that really is the key to it that worries me the most is, that while it is true that you can grant a new franchise before the expiration of the other franchise, it won't be effective until the expiration of the franchise that you are replacing. That means, in this case, it wouldn't be effective for several years and up in the first sentence there you say the Charter provides you can't grant a franchise over six months in advance; in effect, I don't know of course what to do in that mish mash, but I kind of think Arthur and I, between the two of us, could probably because he is a friend of mine too, could probably, and a good lawyer. I think we could whip old Stanley, but I'm just trying to tell you you might be buying a law suit. That's the whole difficulty. Now, I'll leave it with Arthur.

MR. TROILO: Certainly we went into this very seriously when we started this effort. We did not intend to go through this torture in vain and when we decided to ask for the amendments we realized the problem in the interpretation of the Charter. There is no question that a franchise can be terminated by the mutual consent of the parties if they contract. So, if we got these amendments it was our intention to ask the City to terminate the old franchise and have this one start at the time that the other one expired. We felt that that would comply with the intent of the Charter. Secondly, it's utterly ridiculous to think that you're locked into a contract for 15 or 25 years that can never be amended. It's just completely unreasonable. The Charter, itself, in Section 132 talks about alterations and changes and amendments. If our rates are too high, we've got to - we've got to bring them down. If we are not providing adequate service, you can pass an ordinance changing the requirements of our franchise to provide more adequate service. There's a variety of changes that are anticipated and provided for over the lives of these franchises. That whole franchise area in the Charter was intended to deal with things like bus service, with things like gas service, with things like electric service, not with cable television. So, we're having trouble interpreting it and making it fit our situation, but I don't think that the Council is doing anything illegal. I think it's a question of interpretation of the Charter, and I think you can get a variety of legal viewpoints and Mr. Walker gave you an opinion and Mr. Reeder has given you substantially the same opinion.

MAYOR BECKER: Arthur, I don't think that you and the people of the General Electric Company have been solely involved in this thing from the standpoint of toil. The Council has also had to reckon with this problem and one of the reasons why we've gone into the thing as deliberately as we have is because, as I've said on other matters, of the nine of us, six are new to this situation and for all purposes are new to this contract. We wanted them to thoroughly and fully understand what we were dealing with here. I might add that the last Council side stepped this issue and dumped it into the laps of this Council and was done with a great deal of glee I might add because I remember the day that it happened very distinctly. So, we've tried to be fair. We've tried to assess it in its truest form and whatever the Council cares to do about it this morning I think they've arrived at their own conclusions. I merely wanted to state my position since I was the one that was quoted the most to the remarks I made about it yesterday.

REV. CLAUDE BLACK: Mr. Mayor, while I was not part of the earlier discussions of this, I do think that General Electric has to bear a considerable portion of the responsibility for the state that we find ourselves. Because they did sign, did agree to a franchise that now they would like to have amended. It seems to me that it is wise in any Charter to increase or produce some difficulty in amending franchise because if we had that as an easy task it seems to me that those persons who go into these kind of arrangements fully know - fully knowledgeable would be constantly trying to revise the franchise to meet the changing circumstances that they encounter. I think that the Charter is wise in making that kind of change difficult or setting a pattern for it to be done creating a process for this to be done. Because I would not like to feel that an acceptance of an unfavorable aspect of a franchise might be used to maintain a hold on a particular proposition to be later negotiated. It seems to be that once and particularly if there's no work that has been done. I would be much more favorable for some kind of compromise in this issue if GE had produced something over this period because I would feel a sense of obligation. But it seems to me that nothing has happened and now there's a request for a revision of a franchise in which the City must then give up its advantage. It seems to me that it is no more than right that we now open this whole concept up for consideration by all parties that might be involved. Now this seems to me to be a logical approach, otherwise, we would simply let the fact that GE went into this contract with the City be a distinct advantage or put them in a distinct advantage a franchise that they now want to change. Do I make myself clear on this?

MR. TROILO: Rev. Black, my response to that is that at the time of the granting of the franchise General Electric Company was the only company that was willing to unconditionally guarantee the City payments which would start immediately. It has complied with that part of the contract and \$350,000 later the City is in much better financial position because of that franchise agreement. So, I don't think it's fair to say that the company has done nothing. It has paid for the privilege of waiting to construct. It was a pre-condition to construction that we be approved by the FCC, and I think there's common agreement that matter was frozen for five years by matters beyond General Electric's control. Now, when it comes time to construct, I think that the statements of Mr. Shaw are clear that the company feels it's too great a risk to construct under the existing recapture provision.

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MR. PADILLA: Mr. Troilo, it's not my understanding that the situation was frozen beyond GE's control. It was frozen in terms of granting as I understand it, in terms of the FCC granting GE everything they wanted. But they did have adequate running room there to get a cable TV going as I understand it.

MR. TROILO: The system could have been built without importation of distant signals which in our opinion would have been economically unviable.....

MR. PADILLA: As for the other, I've been told by representatives of GE several times that and this bears on the point Reverend Black made and one that has been of great concern to me all the time because I consider that GE bought in to a contract that they didn't really like to begin with. And they did it hoping and fully expecting to be able to negotiate it later. Now what they have done is they've paid \$50,000 a year to keep the door open. They've kept their foot in the door. This much they've bought for \$50,000. I might say that if the vote turns out to be a negative one this morning GE still has a contract, and has full rights to proceed if they choose to do so. They've bought their negotiations in the sense that we'll come to the table and we'll talk, might even pass I don't know. But if it doesn't what you have got for your \$50,000 is the right to keep your foot in the door in San Antonio since 1968. I think in that sense, since there was a lot of discussion about the recapture provision even originally and since GE signed the recapture provision knowing full well what it was and probably hoping to come to the negotiating table all this happened and if it works your gamble paid off, and if it doesn't it just didn't but you still have a contract that you are free to go ahead with it if you'd like to.

MRS. LILA COCKRELL: Mr. Mayor, as one of the six so-called new Council members, I might say that I have had perhaps some previous experience on this matter. I was a member of the City Council which granted the franchise in the first place. However, I was one of two City Council members who voted against granting the franchise. My reasons at that time were that I felt that the state of the art was too immature at that particular time and that during the next few years we would see great changes in the industry and that a contract which was let at that time would prove to be one that we could not forecast as being valid over any period of time and for any period of time being necessarily in the best interest of the citizens. And that was why I voted against it at that time. Now, however, before we take a vote on the amendments standing before us, I would like to ask this, I would like to clarify the legal position the City would be in should the third reading fail. Now, if the third reading fails all that has failed as I understand it are the amendments. It would seem to me that the City would not be necessarily in a very good position to proceed immediately with calling for bids on a new franchise. Would we not still be obligated under the existing franchise?

CITY ATTORNEY REEDER: We're still obligated under the existing franchise, but the existing franchise isn't exclusive and so if someone else wants to come in and ask for a franchise they could. I might add too, Mrs. Cockrell, that bidding is not a condition to the granting of a franchise. We can just negotiate a franchise with someone.....

MRS. COCKRELL: But what is our legal position in taking on a new franchiser or whatever you call them, franchisee?

CITY ATTORNEY REEDER: Well, of course, it would depend on what the terms and conditions of the franchise were. I can't say that our position would untenable in negotiating another franchise with someone else, and I don't know what GE is going to do. Mr. Troilo says

they are not going to go under the old franchise, and we're going to have to have a clear repudiation from GE before we're free of their, of the obligation that we owe to them. So to try to make it clear I would just say that we've got our streets cluttered up with the possibility that GE may want to come in and exercise their franchise right, because what we've done with the franchise is sell them the right to use our streets. That's the key to it. And we don't know whether they are going to do it or whether they aren't for sure.

MR. PADILLA: Crawford, this is presupposing a lot of things, isn't it? In the first place, if the vote is negative this morning, GE has the same contract they've always had, is that correct? We don't have to negotiate with anyone else immediately. So, if we didn't negotiate with anyone else immediately, we would have no more clutter than we have now.

CITY ATTORNEY REEDER: That's correct because the only time you would get a clutter is if you negotiated and made a contract with somebody else.

MR. PADILLA: Now at the time that the next payment is due from GE if the check doesn't arrive and they tell us it won't be coming, then they have abrogated their contract.

CITY ATTORNEY REEDER: You could treat that as a repudiation of the contract.

MR. PADILLA: That's right, at that point in time, if we want to wait that long, we can talk to other people. So, we're not really creating a lot of clutter unless - we haven't created a lot of clutter unless - now we can later on if we want to go that way.

CITY ATTORNEY REEDER: The reason I can't make any more a definitive answer than I have, Mrs. Cockrell, is because I don't know for sure what's going to happen. I'd just say that we are not precluded from entering into a contract with someone else, but the safest time, the only safe time to do it, would be after we are absolutely sure of what GE is going to do. We know what they say they are going to do.

MRS. COCKRELL: In other words, what I want to be sure we don't do is get ourselves in a fix where the citizens do not have the opportunity to enjoy cable TV if they desire to do so. I don't want to be sure we are wiping out options for some years to come. When is the expiration date of the present franchise?

CITY ATTORNEY REEDER: March 1978, I believe, with an option to re-new tacked onto the end of it for five years. They could keep it tacked....

MRS. COCKRELL: If these checks continue to arrive from GE, and they should they continue to say that they plan to elect to some time put in the system, then what shape are we in so far as contracting?

CITY ATTORNEY REEDER: They will have a - let me think a minute. I don't remember under the terms of this franchise ordinance, the '68 ordinance, when they have to get started building the system. Mr. Troilo or Mr. Tom Edwards can answer that. They have been living with the contract. Will you answer it, Tom?

MR. TOM EDWARDS: They are only obligated to build the system upon the award of the certificate of compliance.

MR. PADILLA: All right what does it say about their getting a certificate of compliance?

MR. EDWARDS: It says that will comply immediately after the awarding of the franchise.

MR. PADILLA: Does the contract say that or do the amendments say that?

MR. EDWARDS: That is in the original franchise.

MR. PADILLA: The original contract. So that's still in there.

CITY ATTORNEY REEDER: So they can't keep it going then for the length of the contract term just merely by paying \$50,000 a year.

MAYOR BECKER: One of the things, Mrs. Cockrell, that I requested yesterday, and I am not a lawyer, and I requested that this Council at least not enter into any more of these contracts that are way out in the future, that don't have a performance clause that stipulates a time when something commences because this thing as it is now five years old and nothing has happened yet. Now, you are posing the question, how long can this condition continue to exist as it presently is or as it has in the past? An open end contract like that is just something that is not in the best interest of a person, a City, a corporation, or any other type of entity. I hope that this Council doesn't ever involve itself in one of those situations. I'm not bearing down on General Electric in this case, I just make that a statement of fact.

DR. SAN MARTIN: Mr. Mayor, I just wanted to ask Mr. Troilo one question. You made a statement that GE intended to terminate the franchise and start another one, didn't you say that just a little while ago?

MR. TROILO: I said that if these amendments were granted the effect of the amendments would be to supersede the existing ordinance. If these amendments were going to be effective they would have to take the place of the existing ordinance. So, in effect, in legal effect you've got a new contract. You've got a new contract period starting from now. You've got a new recapture provision starting. All the other things are the same as the old contract, but if you look at the whole thing this ordinance would have to supersede, to be effective would have to supersede the existing contract, Doctor.

DR. SAN MARTIN: That goes back to what Mr. Reeder explained to us yesterday afternoon, about the amendment of franchise and starting a new one. Is that correct, Mr. Reeder?

CITY ATTORNEY REEDER: This is what I was talking about. I don't know, under that section 130 that Mr. Padilla read, I do not know, and I wish I did whether you can amend an existing franchise. Now, Mr. Troilo says, and I think his argument has some force, that it could not have been the intention of the framers of that Charter to bind the City to a franchise agreement that neither the City nor the franchisee wanted to live with. Always under the law of contracts, and this is Mr. Walker's argument. He's a pretty good lawyer - the parties, by mutual consent, can change the terms of the contract. That isn't exactly what that Charter says. It's silent there, and I

can see how that if I were representing someone who was opposed to granting this thing to GE, this third, this new deal, to GE, how I could make out a fairly good law suit against GE and the city. I think the city and GE could win. I think we could win. If you pass it I believe we could win it. But I can remember in 1961, I told the council we were going to whip the Sisters of Charity of Incarnante Word on the North Expressway, and we did, but there's no expressway there. So I don't know what we are going to get into if we pass this thing, and my purpose in briefing you yesterday wasn't to shoot GE out of the saddle, it was to let you know what some of these problems are because we were all concerned about citizens committees and one thing and another which was proper to be. But this was another problem that I didn't hear anybody say anything about and I felt like you ought to know because if you pass this on third reading and next Monday we get a law suit I don't want it to come like a bolt out of the blue.

MAYOR BECKER: I think, Crawford, in all fairness to the situation, that you are not implying that you've heard from any party or individuals or group of individuals that they intend to sue the city. The reason I'm trying to clarify this is, for the benefit of Mr. Rosenberg and his group. They have not mentioned in any way, shape, fashion, or form to the best of my knowledge that they intend to sue the city.

MR. REEDER: No. Mr. Rosenberg hasn't told me he intends to sue the city. I could ask him.

MAYOR BECKER: I just don't want to leave that dangling in the air.

MR. REEDER: I don't like to rattle the sabre around either, and I wasn't doing that. Being a lawyer, I'm just used to getting sued all the time.

MAYOR BECKER: I appreciate that. I'm just trying to straighten that out for the benefit of the audience and the press. Those involved,

MR. REEDER: Yes, Sir.

MR. EDWARDS: Mayor Becker, I'd like to make two comments. One is, that one of the reasons for the open ended, what seems like an open ended, situation is that, unfortunately we are not free to go ahead and put in a system without a certificate of compliance from the Federal Communications Commission.

MAYOR BECKER: I understand that.

MR. EDWARDS: I think anybody that comes in here is going to condition their proposal on getting that certificate before they start construction because you've got a federal agency that has jurisdiction of that.

_____ : They are going to ask for that.

MAYOR BECKER: One of the reasons, as I said before, that this council has taken time and has devoted as much time in this thing as it has so that all of us could understand what we were dealing with here, and in these, I don't know how many hours that we've spent wrestling with this problem and debating it back and forth in these meetings and hearings and all. I have finally, I think, arrived at an understanding of what I'm working with. I was hopeful that the rest of the council would also be able to do the same thing. They probably did it a long time before I did. I'm rather dense and a slow learner at times. I don't think that we are completely unaware of what the facts and the circumstances

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are. The only point I'm trying to make is that the open ended feature of the contract. I know you have to deal with the F.C.C. and all that business, but by the same token, as I stated yesterday and I'll state it again, if I had my way about it, the city would refund to the General Electric Corporation the moneys that they have paid to the City of San Antonio. I'm advised that that's not constitutionally possible. Mr. Reeder told me that yesterday. But I still feel the same way about it, in order to exercise fairness in its highest form. We appreciate your problems. My main concern is that we are not getting a contract that's tailored to encompass and include all the features that would be in the best and highest interest of the city. The people that are going to enjoy this television, not just from the standpoint of entertainment, also from the standpoint of educational possibilities and everything else because patching it up at this late stage in the game is rather difficult to do. Now I might add further though, that you all stand the best chance of any one on a rebidding, renegotiating, re-opening of this whole thing because you know more about what you're dealing with than anybody else and you're well schooled in it by now. The lessons have come hard perhaps, but never the less they're there. I wouldn't view it as the end of the world.

MR. TROILO: Mr. Becker, the problem is that we seem to be in a position of the city being willing to consider another franchise with another company, without the objectionable provisions that have been imposed on us. That's what seems inequitable.

MAYOR BECKER: This council didn't impose those provisions on you though did it?

MR. EDWARDS: It did not. But the council has the issue before it now as to whether it's going to maintain those provisions or not.

MAYOR BECKER: I appreciate that.

MR. TROILO: And there has never been any discussion here about the reasonableness of GE's request. There isn't a company in the country that has as hard and tough a provision to live with as the recapture provision in the existing franchise.

MAYOR BECKER: I can understand that.

MR. TROILO: I don't think any company will bid if that provision is set out. We didn't bid on that provision. That was forced on us after we got the bid.

MAYOR BECKER: I personally am in sympathy with what you say about that provision. I consider it onerous also, and have so stated that. But once again getting back to the other elements of the contract. The parts that are not contained therein, and that is primarily the recommendations that were made by the citizens advisory committee and some of those features that are in that, that are highly beneficial and highly constructive as far as the citizen is concerned. I'm not concerned so much, as I said, with the moneys that would accrue to the city and all that jazz, that really isn't the reason that I'm even involved in this thing.

MR. TROILO: Mayor, the company has never been asked to react officially by the council to those citizens committee recommendations.

MAYOR BECKER: I appreciate that.

MR. TROILO: We were an unofficial body. We met with them. We couldn't sit down and negotiate with the citizens group because we didn't know what the Council was going to do with their recommendations.

MAYOR BECKER: I understand.

MR. TROILO: We had not had an opportunity to respond to those records.

MAYOR BECKER: Yes, sir.

MRS. COCKRELL: Mr. Mayor?

MAYOR BECKER: Yes?

MRS. COCKRELL: I'd like to ask Mr. Troilo his reaction to the question I was asking Mr. Reeder and usually I understand what Mr. Reeder tells me, but I have to tell you Crawford I didn't understand what you were telling me on my question. Let me ask this to Mr. Troilo. If the Council should today vote no on this third meeting, is it your belief that the Council would be legally free to pursue writing specifications and opening the process of bidding a negotiation on a new franchise to all comers?

MR. TROILO: Mrs. Cockrell, I believe that Mr. Reeder had said, since the franchise is not exclusive you could negotiate further franchises. All of the companies that appeared yesterday said they wouldn't be interested if they were competing with another system. So as a practical matter I don't think you would have anyone interested unless GE would be out of the picture. Now, I think the City could subject itself to a lawsuit from us if they entered into a more favorable franchise with someone while not agreeing to let us have the same kind of franchise. If they put up specifications which were much easier as to financing, as to return to the City, as to services to be provided than they demanded of us, there possibly could be some question how franchises was being handled. So, I think you can negotiate. I think as a practical matter this issue of who has the existing franchise is going to have to be cleared up....

MR. PADILLA: This is the reason I asked Mr. Rosenberg, if you recall Mr. Troilo, I asked him yesterday if his group was willing to make a proposal to the City that would be competitive to General Electric. Now as to the vote being yes or no, legally, the City of San Antonio is free to proceed with negotiations with anyone else regardless of what the vote is this morning because you don't have an exclusive.

MR. REEDER: Arthur, let me ask you a question. When are you all going to be...What does it take to put you in default under that contract? I should know but I don't...on the one you have right now.

MR. TROILO: Well if the City as a result of this vote directed us to proceed immediately with the F.C.C. to apply for a certificate and if we refuse to do it, under the existing franchise, I would, I'm advising you on our own legal rights here, but I would assume that the City could take the position that it was a breach to the contract.

MR. REEDER: And then we could...yes okay. Well that was the way I had it doped out.

MR. TROILO: However, we have paid our yearly unconditional fee in March of this year which is really in a sense effective through March of next year.

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REVEREND BLACK: May I ask the tax....

CITY ATTORNEY REEDER: Excuse me just a minute. Let me get...I want to be sure we got this straight. So you're pretty well, unless we direct you all to go ahead with the F.C.C. request there, you're pretty well covered up til next March, right?

_____ : Right, and if.... (remainder of response inaudible.)

CITY ATTORNEY REEDER: Well we do...we granted it in 1968 and

MR. TROILO: We have never been directly requested by the City to proceed. We have told the City once we were able to go to the F.C.C. and obtain the necessary permits we started negotiations with the City on this amendment. We've been in that ever since.

CITY ATTORNEY REEDER: If Tom Edwards over there or the Mayor sent you a letter requesting you to proceed immediately and you didn't do it within...immediately means maybe thirty days, well then you would be in default. Is that your interpretation? Mr. Troilo brought up a point there that's pretty good. I was talking about a lawsuit for instance of somebody other than GE against GE and the City. Now he's brought a possibility of a lawsuit by GE against it so we're damned if we do it and we're damned if we don't. Possibly. I don't blame you for not understanding what I've said Mrs. Cockrell, I didn't fully understand it myself. About what position are the people of San Antonio going to be in with respect to cable T.V.? I just don't know the answer to that question. I know if GE doesn't get this thing that we're not going to see cable T.V. for a long time as a practical matter just as it's a practical matter whether it's legal or other wise.

MRS. COCKRELL: This is what I was trying to find out. I mean I voted against the franchise in the beginning but here we are and what I'm mainly concerned about is, as we all are, the citizens, and what's going to happen and if we're going to be in a legal snarl then I think perhaps we should know that possibly before we get into it.

CITY ATTORNEY REEDER: We haven't seen it since the contract was drawn as it is, have we? Since January the 11, 1968, we haven't seen cable T.V. yet.

MRS. COCKRELL: No. You're right.

CITY ATTORNEY REEDER: We've all lived through that...

MR. MORTON: May I ask Mr. Troilo a question? When we start talking about the lawsuit I realize that we all have this possibility every morning when we get up that we'll be sued for something that we either did or didn't do, but again I'd like to see if I have an understanding exactly where we are right now. First of all there is an agreement that we can grant ten franchises this morning if we wanted to. Then we would not be subject to a suit if they were all as...all the same conditions as yours, is that correct? Now, what we're saying is that if we do not go along with this, these amendments, and we say General Electric we are hereby commanding you to go to the F.C.C. for your license....

MR. TROILO: Under the existing franchise....

MR. MORTON: Under the existing franchise we're saying that within approximately thirty days if you have not proceeded to do this then you would be in default.

MR. TROILO: Right.

MR. MORTON: Okay, at that time without any question we would be free to draw up another set of specifications and provided we let General Electric as well as everyone else bid on those specs, would you say that there would be any room for any lawsuit?

MR. TROILO: Well, Mr. Morton, I don't want to cut off any options that the company might have. I think you ought to ask the City Attorney that. GE has never mentioned to me their intention or their desire to enter into any lawsuits with the City. But I think that if these amendments, I think Mr. Shaw made it clear in his statement that I read, I think he made it clear yesterday, that the company is not going to proceed under the existing franchise. We're not going to force the City to make us breach the contract. I mean, we'll just probably get out of San Antonio as far as cable is concerned.

MR. MORTON: Well, Mr. Reeder I'll ask you that question.

CITY ATTORNEY REEDER: Well, they could enter, file a lawsuit, Mr. Morton.

MR. MORTON: Oh, I'm aware of that....

CITY ATTORNEY REEDER: You could have a winable lawsuit.

MR. MORTON: I'm saying, At what point after there has been a breach of the contract do you still have a legal obligation to this company after a breach on their part? I'd be real interested in that theory. You're saying that we've got, after a breach on their part, we still have a legal obligation to them?

CITY ATTORNEY REEDER: No, I don't think so. I think once they repudiated their franchise, that we're home free of not dealing with other people....

MR. MORTON: Essentially what we're saying here is this. If there has been an official breach of the contract and there is legal obligation that exists beyond that even though there was a breach, and you're saying this is not the case.

CITY ATTORNEY REEDER: I don't think that's the case....

MR. MORTON: I wouldn't think so either.

MAYOR BECKER: I would also like to say that I think it would inure to the best interest of GE if they were not viewed as a possible litigant in case we don't approve of these amendments this morning.

CITY ATTORNEY REEDER: I agree.

MAYOR BECKER: You know because we're reading things into a situation here that probably really don't exist and I don't think that's ever fair to impune anyone unless you're actually here advised.

MR. VICTOR SOTO: Mayor Becker.

MAYOR BECKER: Yes, sir.

MR. SOTO: As a member of your committee, may I ask for the floor, please?

MAYOR BECKER: Yes, sir, Mr. Soto.

MR. SOTO: I'm Victor Soto. I'm sorry I didn't bring all my papers with me but our attorney, Joe Gibson, did send us a memorandum, a legal opinion that, in his opinion, the contract is already now in void. Perhaps the City Council would like to go ahead and bring Mr. Gibson in or have me make copies of his opinion to you before we take any further action because you definitely need some expertise in communications law of your own with no disrespect to the City Attorney. Perhaps you might want to do this, but please consult with somebody before you take this time.

MAYOR BECKER: I appreciate it Mr. Soto very much your offer. I don't know if any Councilman or Council lady needs that....

MR. SOTO: The City Clerk, I think, has a copy. We've given copies to the City Councilmen.

MAYOR BECKER: Thank you sir. All right, well we've discussed this now to the world's level. What's your pleasure?

MR. PADILLA: I call for a question, Mr. Mayor.

MAYOR BECKER: All right, we have to have a vote.

MR. PADILLA: I request we have a roll call.

MAYOR BECKER: All right, now, how do you structure the roll call?

REVEREND BLACK: We haven't had a motion, yet.

MR. PADILLA: I don't think we need a motion. This is the third reading you either vote yes or no to pass the third reading.

MAYOR BECKER: All right, a yes would be in the affirmative approach to pass it.

MR. PADILLA: To pass the amendments?

MAYOR BECKER:TO PASS the amendments. No would be

MR. PADILLA: No would be to not pass the amendments.

MAYOR BECKER: Right. Everybody understand it? A yes vote in the affirmative would mean that you agree with granting the amendments to General Electric. The no vote, negative, would be that you oppose granting the amendments. Is that correct, Crawford?

CITY ATTORNEY REEDER: Yes sir.

MAYOR BECKER: Okay.

MRS. COCKRELL: May I just ask one last question? If the no vote should prevail then what will be the procedure? I just want to know what the next step is.

MR. GRANATA: As a layman and not a lawyer I think what the next step would be, if it were me, you either instruct us to notify GE to see whether they are going to comply and give them a chance to default. Because if they don't then they may comply and until they default we could go out for additional proposals and I believe everybody stated

yesterday they didn't want to put in a parallel system so until we know what GE is going to do in the next thirty days it would be unwise to go out for bids. As soon as we know their position then you instruct the staff to prepare the cadillac specs and go out again and then we got a new ball game.

MR. GLEN LACY: Mr. Mayor, I just would like to mention, I'm very much in favor of course I think all of us are especially Mrs. Cockrell said that she'd sure hate to see this thing go where it would prolong it seven, eight, nine, ten years.

MAYOR BECKER: I don't see how that's possible.

MR. LACY: I'd like to take some test and see if we could negotiate maybe on this amendment, that they have to such a point that we could live with it. Both of us could live with it, and we could pass it and get it going.

MAYOR BECKER: I don't see how that's possible really, to prolong this thing another seven, or eight, or nine, or ten years. I really don't. Now that's just me talking. I don't see how it's possible to do this because if it is, then there is something definitely wrong. You know. Definitely wrong, you know. Let's vote.

On roll call the Ordinance failed to pass on the third reading by the following vote: AYES: None; NAYS: Cockrell, San Martin, Becker, Black, Lacy, Morton, Beckmann, Padilla, Mendoza; ABSENT: None.

DR. SAN MARTIN: I'd like to make a motion at this time.

MAYOR BECKER: Yes, sir.

DR. SAN MARTIN: That this Council instruct the City Manager and the City Attorney to advise the holders of the present franchise, General Electric, to proceed within thirty days to seek Certificate of Compliance from the Federal Communications Commission for installation of the system under their present franchise.

MR. PADILLA: Mr. Mayor, I'd like to ask a question, point of clarification. I think the present contract says that they will proceed immediately and I'm just wondering if Dr. San Martin mentioning thirty days in any way makes this an unworkable motion, if it does not, I will support it?

CITY ATTORNEY REEDER: No, it doesn't make it unworkable. I think that thirty days came from me where nobody knows for sure what immediately means and the court....

MR. PADILLA:immediately is open to interpretation then....

CITY ATTORNEY REEDER:BUT I think that any court would say thirty days is acceptable.

MR. PADILLA: I'd like to second the motion then.

MAYOR BECKER: All right, any further discussions? Okay, let's call the roll on this, please, Jake.

On roll call the motion prevailed by the following vote:
AYES: San Martin, Becker, Black, Lacy, Morton, Beckmann, Padilla,
Mendoza, Cockrell; NAYS: None; ABSENT: None.

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The meeting was recessed for five minutes and reconvened
for further Council business.

73-48 The following Ordinance was read by the Clerk and explained by Mr. Mel Sueltenfuss, Director of Public Works, and after consideration, on motion of Mr. Beckmann, seconded by Mr. Mendoza, was passed and approved by the following vote: AYES: Cockrell, San Martin, Becker, Black, Lacy, Beckmann, Padilla, Mendoza; NAYS: None; ABSENT: Morton.

AN ORDINANCE 42,736

AUTHORIZING THE CITY MANAGER TO ENTER INTO STANDARD CITY CONTRACTS WITH TRAVIS BRAUN & ASSOCIATES, INC. AND BROWN ENGINEERING COMPANY TO FURNISH ENGINEERING SERVICES AND PREPARE PLANS AND SPECIFICATIONS FOR TWO CONSTRUCTION PROJECTS; APPROPRIATING \$17,263.00 OUT OF SEWER REVENUE FUND NO. 820-03, AND AUTHORIZING PAYMENT TO SAID FIRMS AND PROVIDING FUNDS FOR CONTINGENT SUPPLEMENTAL PROFESSIONAL COSTS IN SAID PROJECTS. (LA QUINTA #4 SUBDIVISION AND SANBIT SUBDIVISION OFF-SITE SEWER MAINS.)

* * * *

73-48 The Clerk read the following Ordinance:

AN ORDINANCE 42,737

PROHIBITING THE KEEPING OF POISONOUS OR DEADLY REPTILES WITHIN THE CITY LIMITS OF THE CITY OF SAN ANTONIO.

* * * *

City Attorney Crawford Reeder stated this was the Ordinance which the Mayor had requested be drawn up. There was some concern as to whether it would apply to the zoo. It does not because under the strict construction that courts accord penal ordinances, the zoo would be held not to be a person.

The Mayor stated that the Ordinance was a result of a cobra incident in Ohio where a person had a snake in a cardboard box and which escaped and still has not been found.

After discussion, on motion of Dr. San Martin, seconded by Mrs. Cockrell, the Ordinance was passed and approved by the following vote: AYES: Cockrell, San Martin, Becker, Black, Lacy, Beckmann, Padilla, Mendoza; NAYS: None; ABSENT: Morton.

73-48

COLLEGE INTERNS

The Mayor recognized eleven college interns, all graduate students in Urban Studies or related fields from Trinity and St. Mary's Universities and the University of Texas at San Antonio. They are beginning a 9-month on-the-job training program with the City and are here today as part of a week-long orientation program prior to their assignments to various departments.

73-48 The Clerk read the following Ordinance:

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APPROVING THE PRICE AND CONDITIONS OF THE SALE BY THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO OF DISPOSITION PARCEL C-C-14, LOCATED IN THE ROSA VERDE PROJECT, TEX. R-78, TO BASILA, INC. FOR THE SUM OF \$3.10 PER SQUARE FOOT, OR \$74,362.80, SUBJECT TO CONCURRENCE BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

* * * *

Mr. Winston Martin stated that this was an interior tract of land fronting on South Laredo Street. The proposal by Basila is to use the property for parking and construction of a parking building. The price has been set by appraisal. They propose to immediately build a small building on the front portion of the property so that they can move their drug store which is located on the corner of Houston and Santa Rosa. This will permit the Urban Renewal Agency to go forward with the widening of Santa Rosa and the relocation of sewers and other utilities. Mr. Martin added that the sale and development of this tract of land to Basila is completely independent to the development of a larger tract which has not yet been sold to Basila.

After consideration, on motion by Mr. Padilla, seconded by Dr. San Martin, the Ordinance was passed and approved by the following vote: AYES: Cockrell, San Martin, Blcker, Black, Lacy, Beckmann, Padilla, Mendoza; NAYS: None; ABSENT: Morton.

73-48 The Clerk read the following Ordinance:

AN ORDINANCE 42,739

ACCEPTING THE LOW BID OF COMET NEON ADVERTISING COMPANY TO FURNISH THE CITY WITH CERTAIN SINGLE FACE ILLUMINATED SIGNS FOR A NET TOTAL OF \$3,436.00.

* * * *

Mr. John Brooks, Director of Purchasing, stated that last week, the Council authorized purchase of overhead sign posts. This Ordinance is for the purchase of illuminated signs to be placed on the posts. The signs will be located at the corner of Alamo and Nueva and also near the Lone Star Pavilion in HemisFair Plaza. They will be replaceable type signs which can be changed as tenants and conditions change.

After consideration, on motion of Mr. Beckmann, seconded by Mr. Lacy, the Ordinance was passed and approved by the following vote: AYES: Cockrell, Becker, Black, Lacy, Beckmann, Padilla, Mendoza; NAYS: None; ABSENT: San Martin, Morton.

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73-48 The Clerk read the following Ordinances which were explained by Mr. John Brooks, Director of Purchasing, and after consideration, on motion made and duly seconded, were each passed and approved by the following vote: AYES: Cockrell, Becker, Black, Lacy, Beckmann, Padilla, Mendoza; NAYS: None; ABSENT: San Martin, Morton.

AN ORDINANCE 42,740

ACCEPTING THE LOW BID OF OSBURN SAND COMPANY TO FURNISH THE CITY WITH SILICA SAND AT A PRICE OF \$4.00 AND \$5.50 PER CUBIC YARD. (FOR USE AT SEWAGE TREATMENT PLANT AND DRYING BEDS).

* * * *

AN ORDINANCE 42,741

ACCEPTING THE LOW BID OF MAIL WELL ENVELOPE COMPANY TO FURNISH THE CITY WITH CERTAIN ENVELOPES FOR A NET TOTAL OF \$2,748.00. (TAX DEPARTMENT)

* * * *

AN ORDINANCE 42,742

ACCEPTING THE LOW BID OF THE ALEMITE COMPANY OF SAN ANTONIO TO FURNISH THE CITY WITH A TRUCK TIRE CHANGER FOR A NET TOTAL OF \$2,305.88. (FOR AUTOMOTIVE OPERATIONS DIVISION).

* * * *

AN ORDINANCE 42,743

AUTHORIZING THE PURCHASE OF CERTAIN SCHOOL SAFETY PATROL BADGES AND BELTS FROM THE AMERICAN AUTOMOBILE ASSOCIATION FOR A NET TOTAL OF \$1,522.50.

* * * *

73-48 The Clerk read an Ordinance appointing members to the Convention and Visitors Bureau Advisory Committee. Mr. Bob Fisher, Administrative Assistant to the City Manager, explained the appointments as follow:

Mr. William Hunter is hereby reappointed in the Hotel Representative category for a 3-year-term expiring June 1, 1976.

Mr. Manuel Amestoy, Ramada Inn, 33 N. W. Loop 410, is hereby appointed for a 3-year-term expiring June 1, 1976 to replace B. J. "Red" McCombs in the Motel Representatives category.

Mr. Robert Hamilton is hereby reappointed for a 3-year-term expiring June 1, 1976 in the Business Representative category.

Mr. Roy Wheeler, Manager, LaQuinta South, 7202 S. Panam Expressway, is hereby appointed to replace Ralph Vidaurri in the Motel Representative category for the remainder of a term expiring June 1, 1974.

Mr. Jim Watkins, 321 Busby Drive, is hereby appointed as a Business Representative to fill the unexpired term of John R. Kittrell, who has resigned, with a term ending June 1, 1975.

* * * *

Mr. Fisher said a fourth classification is being created to represent Convention and Visitor-Related Industries.

- a. Representing Downtowner Incorporated Association-- Mr. Bill Lyons, P. O. Box 9284 for a term expiring June 1, 1974.
- b. Representing San Antonio Restaurant Association-- Mr. Arne Klendshaj, Chapparal Catering, Inc., 1205 Nogalitos, for a term ending June 1, 1975.
- c. Representing the Paseo Del Rio Association--Mr. Arthur Veltman, Jr., 512 River Walk, for a term ending June 1, 1976.

* * * *

He also said that a fifth classification for persons representing citizens at large is being created and appointments are as follow:

- a. Sister Angela Clare Moran, Santa Rosa Hospital, 519 W. Houston Street, for a term ending June 1, 1974.
- b. Rowland J. Martin, 1314 Picarde, for a term ending June 1, 1974.
- c. Pam Wilkinson, 3006 Briarfield Drive, for a term ending June 1, 1975.
- d. Mrs. Santos Davila, 734 Ruiz, for a term ending June 1, 1975.

* * * *

Councilman Mendoza stated that the Council had talked about appointing Mr. Ralph B. Ehrlich of the Courthouse Travelodge but noticed that his name had been omitted.

After consideration, Mr. Beckmann made a motion that the name of Ralph Ehrlich be added and the Ordinance be adopted. The motion was seconded by Dr. San Martin.

The Ordinance was corrected on roll call and the motion prevailed by the following vote: AYES: Cockrell, San Martin, Becker, Black, Lacy, Beckmann, Padilla, Mendoza; NAYS: None; ABSENT: Morton. The caption of the Ordinance as passed is as follows:

AN ORDINANCE 42,744

CREATING TWO NEW CLASSIFICATIONS WITHIN THE CONVENTION AND VISITORS BUREAU ADVISORY COMMITTEE, APPOINTING ELEVEN NEW MEMBERS TO SAID COMMITTEE AND REAPPOINTING TWO MEMBERS.

* * * *

73-48

PUBLIC HEARING

ON THE SECOND MAJOR AMENDMENT MODIFYING THE URBAN RENEWAL PLAN FOR CIVIC CENTER PROJECT NO. TEX. R-83 AS PROPOSED BY THE URBAN RENEWAL AGENCY.

The Mayor declared open the public hearing. Mr. Winston Martin, Executive Director of the Urban Renewal Agency, stated that the public hearing is in compliance with a law which gives citizens an opportunity to learn what the major amendment entails. He said when the City sold the tract of land at HemisFair Plaza for location of the new Federal Building, one of the great criticisms by the Council and others was lack of parking. As a result of that, they have amended the plan and requested concurrence by HUD to change the boundaries of the project to cross Durango Street and pick up two blocks of property that qualify from the standpoint of being substandard. This property would be made available for two uses. One, a small motor pool to be adjacent to the federal complex for parking by federal employees and those who would use the facilities of the federal building. In addition to that, the Council raised a question of the lack and need of parking for HemisFair Plaza. He has contacted General Services Administration, who is responsible for property under federal control. They have assured that they are willing to work out some kind of arrangement where parking being used by employees during office hours would be available for uses other than that use when events are being held in HemisFair Plaza after hours and on holidays. Also, there are 230 parking spaces that are adjacent to the building itself that can be made available as well. This takes care of serious situations created by the construction of the federal building. Mr. Martin stated that an overhead pedestrian walkway is proposed across Durango Street and at the present time, it is planned that it will not be covered.

The Mayor suggested that it be covered and that this be given consideration.

Mr. Martin said the only requirements as far as the sale of the property is concerned, is they hope rather than paying cash, that there will be a transfer of responsibility of title from the old arsenal site, which has 5.16 acres of land. That will be worked out at some future date with the City's concurrence. He hoped that if they get the arsenal property, it will be a good location for good downtown housing of the condominium type.

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The Mayor asked if any citizens wished to be heard. The Reverend Norman H. Albertson, Pastor of St. John's Lutheran Church, located at Presa and Nueva Streets spoke in behalf of the congregation. He realized there will be some hardship for people living in the area economically and socially and by having to move, but they felt that because the federal pavilion being renovated and the federal office building being constructed, there is a definite need for parking in the area. He said St. John's Lutheran Church favors the proposed project to acquire property for parking.

No one else desiring to be heard, the Mayor declared the hearing closed.

* * * *

The Clerk read the following Ordinance:

AN ORDINANCE 42,745

OF THE CITY COUNCIL OF THE CITY OF
SAN ANTONIO APPROVING THE URBAN
RENEWAL PLAN AS AMENDED, INCLUDING
MAJOR AMENDMENT NO. 2 AND THE
FEASIBILITY OF RELOCATION FOR CIVIC
CENTER PROJECT NO. TEX. R-83.

* * * *

After consideration, on motion of Dr. San Martin, seconded by Mr. Lacy, the Ordinance was passed and approved by the following vote: AYES: Cockrell, San Martin, Becker, Black, Lacy, Morton, Padilla, Mendoza; NAYS: None; ABSENT: Beckmann.

73-48

The Clerk read the following Ordinance:

AN ORDINANCE 42,746

AUTHORIZING THE MAYOR TO EXECUTE
SUPPLEMENT NO. 7 TO THE COOPERATION
AGREEMENT BETWEEN THE CITY OF SAN
ANTONIO AND THE URBAN RENEWAL AGENCY
OF THE CITY OF SAN ANTONIO FOR CIVIC
CENTER PROJECT TEX. R-83.

* * * *

Mr. Winston Martin explained there is no commitment for any kind of cash contribution by the City as they have more than enough non-cash grants made to take care of the City's 1/4th participation in this additional land acquisition. At the present time, they have something like approximately \$6 million and it will take only about several hundred thousand dollars in this instance.

After consideration, on motion of Dr. San Martin, seconded by Mr. Padilla, the Ordinance was passed and approved by the following vote: AYES: Cockrell, San Martin, Becker, Black, Lacy, Morton, Padilla, Mendoza; NAYS: None; ABSENT: Beckmann.

73-48 Mrs. Cockrell asked what the status was of the St. John's Lutheran Church proposal as to land use.

Mr. Martin stated they are proposing housing for the elderly. The Urban Renewal Agency did feel that the City Council would want to have an opportunity for anyone else to make a proposal for use of the land. It has been made known to the public that this land is available for development. In the near future, he would bring to the Council not only the St. John's proposal but also two proposals for town house construction and apartment development in the same area.

Mrs. Cockrell stated that in connection with the Ordinance just passed, there were four structures involved which have architectural and historical significance. The report she received says that the Urban Renewal Agency plans to acquire and relocate the structures in HemisFair Plaza or La Villita. She asked if a site had been located as yet.

Mr. Martin stated there has been some change in the wording of this as a result of the City's concern with being saddled with buildings without having a location for them. If the buildings are restored, this will be done in their present location, which is a part of the site development rather than being removed. There was opposition from the Conservation Society group as to moving the buildings. They felt it would take away from their value. Mr. Martin stated that that particular provision has been reworded to read as follows: "To work with the City Community Development and Planning Department in the evaluation and treatment of any historical structures that may be identified in the area". In other words, they would work to see whether it would be proper to relocate them into La Villita or HemisFair, or leave them where they are, and to really establish their validity. There is a question as to who's list they are on. There are two on the City's list, which is not an official list and two on the State list, which have not been identified.

Mrs. Cockrell stated that the message she was receiving is that the buildings will be torn down.

Mr. Martin stated that the understanding he has, is that the buildings, which are on the list that HUD will require that they remain and further that they have provided \$90,000 to restore each of the structures in the area whether on the site or in the new location.

Mr. Cipriano Guerra, Director of Community Development and Planning, stated that the change was not Mr. Martin's. The change came in a review by the City staff. The reason that listing of the houses was deleted was because they did not feel they should commit to spending 1/3 of a million dollars without establishing the validity of the homes. Two are on the City's list, which are in category 4, which is a very low classification in regard to priorities. He said he personally visited all four homes and thought they could work something out on two of them. However, two of the houses are in very bad shape and it did not seem reasonable to spend that kind of money on two houses of that category.

Mrs. Cockrell commented the reason she was asking the question is that she has been through this before, when it was her understanding in voting on something and that they were going to save historical structures and then some way or other, in the way the wheels turn, the homes were always torn down. She said she wanted to raise the issue at this time and asked that they play fair in this matter. She added that if the City wants to keep San Antonio as a unique City, which they are talking about all the time, they have to look carefully before they tear down any building that has a historical designation. For that reason, she wanted to be sure that they are looked at carefully.

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Mr. Guerra stated there was no intent on his part or Mr. Martin's part to tear the buildings down. The intent is to really evaluate them. He assured Mrs. Cockrell that he would personally advise her of the result of the review before taking any further action with reference to these homes.

73-48

CITIZENS TO BE HEARD

MR. RAUL RODRIGUEZ

Mr. Raul Rodriguez, 719 Delgado, stated that he read in the newspapers that Ronnie James, a News Photographer for Channel 5, was arrested and charged with aggravated assault on a policeman. A later news story stated that charges had been dropped after receiving additional reports from the Police Department. Mr. Rodriguez said the newspapers did not report that another photographer, a young man by the name of Al Flores, was beaten by a policeman because he was photographing the end of a high speed chase when policemen were beating and maltreating a man in a most unmerciful manner. He stated the newspapers were not printing the whole truth. He presented each member of the Council with a copy of the "Chicano Times" which did print the story. He said that it was a matter of civil rights of the people to know of the misconduct by officials and employees. He asked that the Council investigate this matter; that they invite Ronnie James and Al Flores to come before them and state their side of the story; and that Channel 5 be requested to show the film.

City Manager Sam Granata stated that several Council members have requested a report on this matter. Chief Peters is working on it and as soon as it is completed, the Council will get it.

Councilman Padilla stated that about two weeks ago he requested, if there was no legal prohibition, that members of the Council be given copy of reports dealing with complaints against the Police Department.

City Manager Granata reported that he has checked into this, and Chief Peters has been asked to give these reports to the Council.

Councilman Padilla asked that he would like to have copies of all the reports as they occur.

MR. RAMON RODRIGUEZ

Mr. Ramon Rodriguez spoke on the energy crisis which has caused the City to black out the streets at night. He suggested that the present policy of turning on the street lights at 11:00 P.M., be changed to have the street lights turned on from sundown to 10:00 P.M., when people travel the most. He said that this would protect the citizens better.

Councilman Padilla said that he had received two complaints regarding Blanco Road which is undergoing major repair. The lights turning on at 11:00 is dangerous to those not familiar with the roads. He said that it would be a good idea to have the lights turned on

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earlier during the time the streets are undergoing repair and perhaps turned off later. Since after 11:00 P.M., there is very little traffic.

City Manager Granata stated that they will reassess the present policy of turning the lights on at 10:00 P.M., and turning them off again at 2:00 A. M. Mr. Granata stated he would check with the City Public Service Board and see how long it would take to change the timing to 8:00 P.M to 12:00 midnight.

Dr. San Martin stated that he has noticed that traffic is still heavy at 9:00 to 9:30 P.M. He asked what has been the City's answer to the latest dictate of the Texas Railroad Commission. He realized that Mr. Mills Cox of Lo-Vaca is going to brief the Council tomorrow but wondered if the City has responded in any way.

City Attorney Crawford Reeder stated that Mr. Matthews and Mr. Wood, who represent the City Public Service Board, have been in Austin since the hearing has been going on. He said he could not speak on the matter because it involves confidential negotiations. But, he felt they are making some progress.

MRS. JANET FLECKENSTEIN

Mrs. Janet Fleckenstein, 227 Banburg, stated that the residents in the area were in opposition to curb cuts on York Street adjacent to the new La Feria Department Store. They also opposed a curb cut on Rector Street which can provide the congested Central Park Mall traffic a route out of there. She expressed the residents' great concern with what might happen to the residential area. She asked the Council for relief.

Mr. George Vann, Director of Building and Planning Administration, stated that two curb cuts were granted on York Street. There are no non-access easement requirements imposed at that point as the property has been zoned "F" Local Retail District since 1955.

Mr. Stewart Fischer, Director of Traffic and Transportation, stated that requests for curb cuts were made in a conventional manner and permits for two curb cuts were granted. The property was properly rezoned, and the City had no administrative basis for denying the permits. Mr. Fischer on a map explained the layout and felt the great majority of traffic will come in by Rector Street and San Pedro Avenue, and leave the same way.

After considerable discussion, Mayor Becker suggested eliminating the north curb cut and only using the south curb cut. Mr. Fischer stated that the owner has placed poles on the north curb cut and agreed to place chains across it and try to see if he can operate with one driveway. He said that there was no formal agreement on this.

Dr. San Martin asked the Council to direct the City Manager to set up a meeting as soon as possible with all parties involved after due inspection and see what can be resolved in line with the Mayor's suggestion.

Also speaking in opposition to the curb cuts were:

Mrs. Sarah M. Greer, 222 Banburg
Mr. G. W. Brooks, 203 Southbridge
Mrs. F. W. Frazier, 218 Banburg

After discussion, the City Manager directed Mr. Stewart Fischer and Mr. George Vann to make arrangements to meet with property owners and the owner of the department store to see if a satisfactory arrangement can be worked out.

MR. LOUIS CARDENAS

Mr. Louis Cardenas, 211 Beverly Drive, stated that it seemed that his coming before the City Council last week was a mistake. In addition to representing himself, Mr. Cardenas stated that he was also representing Small Contractors Association of San Antonio. He said he had a check to collect from the San Antonio Development Agency for a job at 914 S. W. 34th Street. He knew that in the past he would need a letter from the owner authorizing the San Antonio Development Agency to release the check. He obtained the letter and went to Mr. Ruble at SADA. He had previously received word that they were going to ask him for other bills showing expenditures on the job and evidence that they had been paid. They were asked for and they were shown. Later, Mr. Ruble advised that electrical building and foundation inspections were needed. Mr. Cardenas said that these had not been asked for previous to this time. Then he was reminded of a job he did not finish at 1002 Cecilia. Mr. Cardenas said that he paid a man by the name of Martin Sanchez \$5,308.00 to do this work on a sub-contractor's basis, and Mr. Sanchez disappeared. He did not finish the work, and the job was taken away from Mr. Cardenas. He reported Mr. Martin Sanchez to the District Attorney. SADA had advanced Mr. Cardenas \$4,142.56, that left \$3,472.44 on the contract so that someone else would finish the work. Mr. Ruble after another conference advised he could not get the check on the 34th Street job because a person by the name of Salazar filed a lien on 1002 Cecilia. He added that SADA offered to settle with him for two hundred and some odd dollars. Mr. Cardenas said that he was going to put a lien on the Cecilia property in the amount he spent over what was advanced; plus a lien for \$1,700 on the West 34th Street property. He added the last procedure which he mentioned was discrimination.

Mr. Winston Martin, Executive Director of the Urban Renewal Agency, stated that he was not familiar with the case other than he understood there has been a history of dissension between the contractor and the organization. The fact that the sub-contractor failed to perform is between Mr. Cardenas and the sub-contractor. SADA's contract is with Mr. Cardenas, and they are holding him responsible. He said that he would look into the matter and give the Council a written report.

Councilman Morton asked that the report include whether it is standard policy that in order to get a final payment a contractor be required to submit receipts that all bills on that job have been paid and copies of all inspections even though they have a final inspection; with reference to the filing of the lien, did the filing of the lien take place after he was awarded the job on which he initially complained.

* * * *

73-48 The meeting recessed at 12:45 P. M., and reconvened at 2:50 P. M.

73-48 ZONING HEARINGS

A. CASE 5146 - to rezone a 2.033 acre tract of land out of NCB 8705, being further described by field notes filed in the office of the City Clerk, from Temporary "A" Single Family Residential District to "B-3" Business District; a 0.461 acre tract of land out of NCB 8705 being further described by field notes filed in the office of the City Clerk, 1300 Block of Oblate Drive, from Temporary "A" Single Family Residential District to "O-1" Office District; and a 0.978 acre tract of land out of NCB 8705, being further described by field notes filed in the office of the City Clerk, 1300 Block of Oblate Drive, from Temporary "A" Single Family Residential District to "R-6" Townhouse District.

The "B-3" zoning being located on the west side of Jones Maltsberger Road, being 100.02' south of the intersection of Oblate Drive and Jones Maltsberger Road; having 433.82' on Jones Maltsberger Road and a maximum depth of 201.91'.

The "O-1" zoning being located southwest of the intersection of Oblate Drive and Jones Maltsberger Road; having 199.93' on Oblate Drive and 100.02' on Jones Maltsberger Road.

The "R-6" zoning being located southeast of the intersection of Oblate Drive and Skipper Drive, having 80' on Oblate Drive and 532.76' on Skipper Drive.

Mr. Gene Camargo, Planning Administrator, explained the proposed change, which the Planning Commission recommended be approved by the City Council.

Mr. John D. Baines, representing George Delavan, Sr., stated they are requesting a change for commercial development which he said is the highest and best use as the North Expressway will hopefully be located adjacent to it. Initially, he requested "B-3", but the Planning Commission required "R-6" buffer on Skipper Drive and "O-1" buffer on Oblate. This is agreeable to the applicant. This would leave "B-3" on the frontage on Maltsberger and the freeway for commercial use. There is no plan for development at this time and plan none until the freeway is built.

Discussion took place as to density of townhouses and necessary parking, and willingness to restrict the property against the sale of alcoholic beverages. Mr. Baines stated it was agreeable to him if there is a way of taking no action on zoning until a deed restriction is prepared.

Mrs. L. Hamilton, 479 Shannon Lee, spoke in opposition. She said the City has been maintaining the property and put up a back stop for baseball. She asked who has been paying the taxes. She added that she understood no building can be built on the property because it is on the Olmos Basis Reservoir.

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Mr. W. S. Clark, Land Division Chief, said that probably Mr. Delavan allowed the Parks Department to use the property as part of the Olmos Basin Park. As far as construction, he said that it is his impression they could not build below the 728 contour line. Anything below the line is in the Olmos Basin. When the City brought property in 1925 there were certain little pockets they did not acquire, and this is one of them. If the applicant is required to replat and the property is below the 728 contour line then Mr. Bob Hahn, City Drainage Engineer, and Mr. Jim Acosta, Chief Engineer, will require that property below the line be put into drainage easement.

After further discussion of the matter, Mr. Morton made a motion that Case 5146 be referred back to the Planning Commission for further study and replatting before it comes back to the Council for further consideration. Seconded by Mrs. Cockrell, the motion prevailed by the following vote: AYES: Cockrell, San Martin, Becker, Black, Lacy, Morton, Beckmann; NAYS: None; ABSENT: Padilla, Mendoza.

Mr. Wayne Gallentine, 479 Shannon Lee, stated that City contractors put in a new water line and placed dirt fill on the property in question which raised it about one foot. He added that when it rains the water from Barbara and Shannon Lee jumps the curb on Skipper. If a row of townhouses were built along Skipper it could be virtually be building a dam.

Mr. W. S. Clark stated the City goes by the original Olmos Basin map. It does not matter where the contour line is on present day conditions. The contour line may be changed but the City uses the original line with metes and bounds descriptions.

B. CASE 5174 - to rezone a 1.9958 and 1.9956 acre tract of land out of NCB 14865, being further described by field notes filed in the office of the City Clerk, from Temporary "R-1" Single Family Residential District to "R-3" Multiple Family Residential District, located on the west side of Babcock Road, being approximately 1840.27' southwest of the intersection of F.M. 1604 and Babcock Road; having approximately 166.50' on Babcock Road and a maximum depth of 1058.92'.

Mr. Gene Camargo, Planning Administrator, explained the proposed change, which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration, Mr. Beckmann made a motion that the recommendation of the Planning Commission be approved, provided that proper replatting is accomplished. Mr. Morton seconded the motion. On roll call, the motion, carrying with it the passage of the following Ordinance, prevailed by the following vote: AYES: Cockrell, San Martin, Becker, Black, Lacy, Morton, Beckmann; NAYS: None; ABSENT: Padilla, Mendoza.

AN ORDINANCE 42,747

AMENDING CHAPTER 42 OF THE CITY CODE
THAT CONSTITUTES THE COMPREHENSIVE
ZONING ORDINANCE OF THE CITY OF SAN
ANTONIO BY CHANGING THE CLASSIFICATION
AND REZONING OF CERTAIN PROPERTY

DESCRIBED HEREIN AS A 1.9958 AND 1.9956
ACRE TRACT OF LAND OUT OF NCB 14865,
BEING FURTHER DESCRIBED BY FIELD NOTES
FILED IN THE OFFICE OF THE CITY CLERK,
FROM TEMPORARY "R-1" SINGLE FAMILY
RESIDENTIAL DISTRICT TO "R-3" MULTIPLE
FAMILY RESIDENTIAL DISTRICT, PROVIDED
THAT PROPER REPLATTING IS ACCOMPLISHED.

* * * *

C. CASE 4875 - to rezone the west 98.5' of Lot 31 and the west 98.5' of the north 58.95' of Lot 32, NCB 10740, 362 Holmgree Road, from "A" Single Family Residential District to "I-1" Light Industry District, located southeast of the intersection of Holmgreen Road (east to west) and Holmgreen Road (north to south); having 98.5' on Holmgreen Road (east to west) and 237.9' on Holmgreen Road (north to south).

Mr. Gene Camargo, Planning Administrator, explained the proposed change, which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration, Dr. San Martin made a motion that the recommendation of the Planning Commission be approved provided that proper replatting is accomplished and that a six foot solid screen fence is erected on the east and south property lines and that a non-access easement be imposed on the north property line along Holmgreen Road running east and west. Mr. Lacy seconded the motion. On roll call, the motion, carrying with it the passage of the following Ordinance, by the following vote: AYES: Cockrell, San Martin, Becker, Black, Lacy, Morton, Beckmann; NAYS: None; ABSENT: Padilla, Mendoza.

AN ORDINANCE 42,748

AMENDING CHAPTER 42 OF THE CITY CODE
THAT CONSTITUTES THE COMPREHENSIVE
ZONING ORDINANCE OF THE CITY OF SAN
ANTONIO BY CHANGING THE CLASSIFICATION
AND REZONING OF CERTAIN PROPERTY
DESCRIBED HEREIN AS THE WEST 98.5' OF
LOT 31 AND THE WEST 98.5' OF THE NORTH
58.95' OF LOT 32, NCB 10740, 362
HOLMGREEN ROAD, FROM "A" SINGLE FAMILY
RESIDENTIAL DISTRICT TO "I-1" LIGHT
INDUSTRY DISTRICT, PROVIDED THAT
PROPER REPLATTING IS ACCOMPLISHED AND
THAT A SIX FOOT SOLID SCREEN IS ERECTED
ON THE EAST AND SOUTH PROPERTY LINES
AND THAT A NON-ACCESS EASEMENT BE IMPOSED
ON THE NORTH PROPERTY LINE ALONG HOLMGREEN
ROAD RUNNING EAST AND WEST.

* * * *

September 6, 1973

nsr

D. CASE 5119 - to rezone 8.097 acres of land out of NCB 16150, being further described by field notes filed in the office of the City Clerk, from Temporary "R-1" Single Family Residential District to "R-3" Multiple Family Residential District; 8.935 acres of land out of NCB 16150, and a 11.662 acre tract of land out of NCB 16137, being further described by field notes filed in the office of the City Clerk, from Temporary "R-1" Single Family Residential District to "P-1 (R-6)" Townhouse District; a 0.550 acre tract of land out of NCB 15825, being further described by field notes filed in the office of the City Clerk, from Temporary "R-1" Single Family Residential District to "B-2" Business District; and a 1.902 acre tract of land out of NCB 16137, being further described by field notes filed in the office of the City Clerk, from Temporary "R-1" Single Family Residential District to "B-3" Business District.

Subject properties are located northwest of the intersection of DeZavala Road and the S.A. and A.P. Railroad Tracks; having 1580' on DeZavala Road and a maximum depth of approximately 2700'.

Mr. Gene Camargo, Planning Administrator, explained the proposed change, which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration, Mr. Lacy made a motion that the recommendation of the Planning Commission be approved provided that proper replatting is accomplished. Mr. Morton seconded the motion. On roll call, the motion, carrying with it the passage of the following Ordinance, prevailed by the following vote: AYES: Cockrell, San Martin, Becker, Black, Lacy, Morton, Beckmann; NAYS: None; ABSENT: Padilla, Mendoza.

AN ORDINANCE 42,749

AMENDING CHAPTER 42 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN AS 8.097 ACRES OF LAND OUT OF NCB 16150, BEING FURTHER DESCRIBED BY FIELD NOTES FILED IN THE OFFICE OF THE CITY CLERK, FROM TEMPORARY "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "R-3" MULTIPLE FAMILY RESIDENTIAL DISTRICT; 8.935 ACRES OF LAND OUT OF NCB 16150, AND A 11.662 ACRES TRACT OF LAND OUT OF NCB 16137, BEING FURTHER DESCRIBED BY FIELD NOTES FILED IN THE OFFICE OF THE CITY LCERK, FROM TEMPORARY "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "P-1 (R-6)" TOWNHOUSE DISTRICT; A 0.550 ACRES TRACT OF LAND OUT OF NCB 15825, BEING FURTHER DESCRIBED BY FIELD NOTES FILED IN THE OFFICE OF THE CITY CLERK, FROM TEMPORARY "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "B-2" BUSINESS DISTRICT; AND A 1.902 ACRES TRACT OF LAND OUT OF NCB 16137, BEING FURTHER DESCRIBED BY FIELD NOTES FILED IN THE OFFICE OF THE

CITY CLERK, FROM TEMPORARY "R-1"
SINGLE FAMILY RESIDENTIAL DISTRICT
TO "B-3" BUSINESS DISTRICT, PROVIDED
THAT PROPER REPLATTING IS ACCOMPLISHED.

* * * *

E. CASE 5129 - to rezone Lots 11, 12, 15, 16, 17, 22, and 23, Block 3, NCB 3722, 3700 and 3800 Block of Bremen Avenue; Lots 34 and 42, Block 2, NCB 3721, 3900 and 4000 Block of Bremen Avenue; Lots 20 and 21, Block 4, NCB 3723, 3900 and 4000 Block of Bremen Avenue, from "A" Single Family Residential District to "R-3" Multiple Family Residential District.

Subject properties are located on the east and west sides of Bremen Avenue south of the intersection of Hiawatha Street and Bremen Avenue.

Mr. Gene Camargo, Planning Administrator, explained the proposed change, which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration, on motion of Dr. San Martin, seconded by Mr. Beckmann, the recommendation of the Planning Commission was passed and approved, by the passage of the following Ordinance, by the following vote: AYES: San Martin, Becker, Black, Lacy, Morton, Beckmann; NAYS: None; ABSENT: Cockrell, Padilla, Mendoza.

AN ORDINANCE 42,750

AMENDING CHAPTER 42 OF THE CITY CODE
THAT CONSTITUTES THE COMPREHENSIVE
ZONING ORDINANCE OF THE CITY OF SAN
ANTONIO BY CHANGING THE CLASSIFICATION
AND REZONING OF CERTAIN PROPERTY
DESCRIBED HEREIN AS LOTS 11, 12, 15,
16, 17, 22, AND 23, BLOCK 3, NCB 3722,
3700 AND 3800 BLOCK OF BREMEN AVENUE;
LOTS 34 AND 42, BLOCK 2, NCB 3721, 3900
AND 4000 BLOCK OF BREMEN AVENUE; LOTS
20 AND 21, BLOCK 4, NCB 3723, 3900 AND
4000 BLOCK OF BREMEN AVENUE, FROM "A"
SINGLE FAMILY RESIDENTIAL DISTRICT TO
"R-3" MULTIPLE FAMILY RESIDENTIAL
DISTRICT.

* * * *

F. CASE 5157 - to rezone Lot 1-A, Block 3, NCB 11714, 7326 Blanco Road, from "A" Single Family Residential District to "O-1" Office District, located on the east side of Blanco Road, being approximately 1043.08' north of the intersection of Lockhill-Selma Road and Blanco Road; having 134.94' on Blanco Road with a maximum depth of 379.78'.

Mr. Gene Camargo, Planning Administrator, explained the proposed change, which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration, Dr. San Martin made a motion that the recommendation of the Planning Commission be approved, provided that a six foot solid screen fence is erected along the east property line. Mr. Morton seconded the motion. On roll call, the motion, carrying with it the passage of the following Ordinance, prevailed by the following vote: AYES: San Martin, Becker, Black, Lacy, Morton, Beckmann; NAYS: None; ABSENT: Cockrell, Padilla, Mendoza.

AN ORDINANCE 42,751

AMENDING CHAPTER 42 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN AS LOT 1-A, BLOCK 3, NCB 11714, 7326 BLANCO ROAD, FROM "A" SINGLE FAMILY RESIDENTIAL DISTRICT TO "O-1" OFFICE DISTRICT, PROVIDED THAT A SIX FOOT SOLID SCREEN FENCE IS ERECTED ALONG THE EAST PROPERTY LINE.

* * * *

G. CASE 5159 - to rezone a 10.15 acre tract of land out of NCB 14861, being further described by field notes filed in the office of the City Clerk, from Temporary "R-1" Single Family Residential District to "B-1" Business District; a 18.7 acre tract of land out of NCB 14861, being further described by field notes filed in the office of the City Clerk, from Temporary "R-1" Single Family Residential District to "R-3" Multiple Family Residential District; and a 15.1 acre tract of land out of NCB 14861, being further described by field notes filed in the office of the City Clerk, from Temporary "R-1" Single Family Residential District to "B-2" Business District.

The "B-1" zoning being located on the west side of Interstate Highway 10 Expressway 821' southeast of the cutback between I. H. 10 Expressway and Hausman Road; having 867' on I. H. 10 Expressway and a maximum depth of 620'.

The "R-3" zoning being located on the south side of Hausman Road, being 525' west of the cutback between Hausman Road and I. H. 10 Expressway; having 260' on Hausman Road and a depth of 1695.18'.

The "B-2" zoning being located southwest of the intersection of Hausman Road and I. H. 10 Expressway; having 525' on Hausman Road, 821' on I. H. 10 Expressway and 200' on the cutback between these two roads.

Mr. Gene Camargo, Planning Administrator, explained the proposed change, which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration, Dr. San Martin made a motion that the recommendation of the Planning Commission be approved, provided that proper

replatting is accomplished. Mr. Morton seconded the motion. On roll call, the motion, carrying with it the passage of the following Ordinance, prevailed by the following vote: AYES: San Martin, Becker, Black, Lacy, Morton, Beckmann; NAYS: None; ABSENT: Cockrell, Padilla, Mendoza.

AN ORDINANCE 42,752

AMENDING CHAPTER 42 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN AS A 10.15 ACRE TRACT OF LAND OUT OF NCB 14861, BEING FURTHER DESCRIBED BY FIELD NOTES FILED IN THE OFFICE OF THE CITY CLERK, FROM TEMPORARY "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "B-1" BUSINESS DISTRICT; A 18.7 ACRE TRACT OF LAND OUT OF NCB 14861, BEING FURTHER DESCRIBED BY FIELD NOTES FILED IN THE OFFICE OF THE CITY CLERK, FROM TEMPORARY "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "R-3" MULTIPLE FAMILY RESIDENTIAL DISTRICT; A 15.1 ACRE TRACT OF LAND OUT OF NCB 14861, BEING FURTHER DESCRIBED BY FIELD NOTES FILED IN THE OFFICE OF THE CITY CLERK, FROM TEMPORARY "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "B-2" BUSINESS DISTRICT, PROVIDED THAT PROPER REPLATTING IS ACCOMPLISHED.

* * * *

H. CASE 5162 - to rezone Lot 12A, NCB 12116, 2379 N. E. Loop 410, from "A" Single Family Residential District to "O-1" Office District, located on the north side of N. E. Loop 410 Expressway, being approximately 520' east of the intersection of Starcrest Drive and N. E. Loop 410 Expressway; having 100' on N. E. Loop 410 Expressway and a maximum depth of 1088.0'.

Mr. Gene Camargo, Planning Administrator, explained the proposed change, which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration, Mr. Lacy made a motion that the recommendation of the Planning Commission be approved, provided that proper replatting is accomplished. Dr. San Martin seconded the motion. On roll call, the motion, carrying with it the passage of the following Ordinance, prevailed by the following vote: AYES: San Martin, Becker, Black, Lacy, Morton, Beckmann; NAYS: None; ABSENT: Cockrell, Padilla, Mendoza.

AN ORDINANCE 42,753

AMENDING CHAPTER 42 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN

ANTONIO BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN AS LOT 12A, NCB 12116, 2379 N. E. LOOP 410, FROM "A" SINGLE FAMILY RESIDENTIAL DISTRICT TO "O-1" OFFICE DISTRICT, PROVIDED THAT PROPER REPLATTING IS ACCOMPLISHED.

* * * *

I. CASE 5163 - to rezone 1.68 acres out of NCB 10866, being further described by field notes filed in the office of the City Clerk, from "B" Two Family Residential District to "B-2" Business District, located on the northeast side of Goliad Road, being approximately 1455.61' southeast of the intersection of Interstate Highway 37 Expressway and Goliad Road; having 210' on Goliad Road with a maximum depth of 319.3'.

Mr. Gene Camargo, Planning Administrator, explained the proposed change, which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration, Mr. Lacy made a motion that the recommendation of the Planning Commission be approved, provided that proper replatting is accomplished. Dr. San Martin seconded the motion. On roll call, the motion, carrying with it the passage of the following Ordinance, prevailed by the following vote: AYES: San Martin, Becker, Black, Lacy, Morton, Beckmann; NAYS: None; ABSENT: Cockrell, Padilla, Mendoza.

AN ORDINANCE 42,754

AMENDING CHAPTER 42 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN AS 1.68 ACRES OUT OF NCB 10866, BEING FURTHER DESCRIBED BY FIELD NOTES FILED IN THE OFFICE OF THE CITY CLERK, FROM "B" TWO FAMILY RESIDENTIAL DISTRICT TO "B-2" BUSINESS DISTRICT, PROVIDED THAT PROPER REPLATTING IS ACCOMPLISHED.

* * * *

J. CASE 5164 - to rezone Lots 31 and 32, Block 9, NCB 10247, 3000 Block of Nebraska, from "B" Two Family Residential District to "R-3" Multiple Family Residential District, located on the north side of Nebraska Street, being approximately 400' east of the intersection of Claver Street and Nebraska Street; having 50' on Nebraska Street and a depth of 125'.

Mr. Gene Camargo, Planning Administrator, explained the proposed change, which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration, Mr. Lacy made a motion that the recommendation of the Planning Commission be approved, provided that proper replatting is accomplished. Dr. San Martin seconded the motion. On roll call, the motion, carrying with it the passage of the following Ordinance, prevailed by the following vote: AYES: San Martin, Becker, Black, Lacy, Morton, Beckmann; NAYS: None; ABSENT: Cockrell, Padilla, Mendoza.

AN ORDINANCE 42,755

AMENDING CHAPTER 42 OF THE CITY CODE
THAT CONSTITUTES THE COMPREHENSIVE
ZONING ORDINANCE OF THE CITY OF SAN
ANTONIO BY CHANGING THE CLASSIFICATION
AND REZONING OF CERTAIN PROPERTY
DESCRIBED HEREIN AS LOTS 31 AND 32,
BLOCK 9, NCB 10247, 3000 BLOCK OF
NEBRASKA, FROM "B" TWO FAMILY
RESIDENTIAL DISTRICT TO "R-3" MULTIPLE
FAMILY RESIDENTIAL DISTRICT, PROVIDED
THAT PROPER REPLATTING IS ACCOMPLISHED.

* * * *

K. CASE 5166 - to rezone a 2.134 acre tract of land out of NCB 10976, being further described by field notes filed in the office of the City Clerk, 6900 Block of South New Braunfels, from "B" Two Family Residential District to "B-2" Business District; a 7.325 acre tract of land out of NCB 10976, being further described by field notes filed in the office of the City Clerk, 6915 Quig Drive, from "B" Two Family Residential District to "R-3" Multiple Family Residential District.

The "B-2" zoning being located southeast of the intersection of Pecan Valley Drive and South New Braunfels; having approximately 893.76' on Pecan Valley Drive and 419.53' on South New Braunfels.

The "R-3" zoning being located between Quig Drive and South New Braunfels; being 175' north of the intersection of Lasses Drive and South New Braunfels and 457' north of the intersection of Quig Drive and Lasses Drive having 134.39' on South New Braunfels and 836.10' on Quig Drive.

Mr. Gene Camargo, Planning Administrator, explained the proposed change, which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration, Dr. San Martin made a motion that the recommendation of the Planning Commission be approved, provided that proper replatting is accomplished. Mr. Beckmann seconded the motion. On roll call, the motion, carrying with it the passage of the following Ordinance, prevailed by the following vote: AYES: San Martin, Becker, Black, Lacy, Morton, Beckmann; NAYS: None; ABSENT: Cockrell, Padilla, Mendoza.

September 6, 1973
nsr

AN ORDINANCE 42,756

AMENDING CHAPTER 42 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN AS A 2.134 ACRE TRACT OF LAND OUT OF NCB 10976, 6900 BLOCK OF SOUTH NEW BRAUNFELS, FROM "B" TWO FAMILY RESIDENTIAL DISTRICT TO "B-2" BUSINESS DISTRICT; AND A 7.325 ACRE TRACT OF LAND OUT OF NCB 10976, 6915 QUIG DRIVE, FROM "B" TWO FAMILY RESIDENTIAL DISTRICT TO "R-3" MULTIPLE FAMILY RESIDENTIAL DISTRICT, (BEING FURTHER DESCRIBED BY FIELD NOTES FILED IN THE OFFICE OF THE CITY CLERK), PROVIDED THAT PROPER REPLATTING IS ACCOMPLISHED.

* * * *

73-48 The Clerk read the following letter:

August 31, 1973

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

Gentlemen and Madam:

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

August 23, 1973

Petition of Mr. Thomas A. Martin, Law Offices of Oppenheimer, Rosenberg, Kelleher and Wheatley, Inc., requesting voluntary annexation of 1,353.7622 acres of land, generally bounded by West Avenue, Blanco Road, and Bitters Road.

August 30, 1973

Petition of Mr. James W. Greer, III, Attorney at Law, 6836 San Pedro, Suite 101, in behalf of residents of Bamburg Street, giving notice of opposition to the allowance of a curb cut on York Street adjacent to a new department store being constructed by the owners of La Feria Department Store which would allow access to Central Park Mall.

/s/ J. H. INSELMANN
City Clerk

* * * *

September 6, 1973

nsr

There being no further business to come before the Council,
the meeting adjourned at 3:30 P. M.

A P P R O V E D



M A Y O R

ATTEST: *J. H. Duellmann*
City Clerk

September 6, 1973
nsr

-45-

662

