

REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF SAN ANTONIO HELD IN
THE COUNCIL CHAMBER, CITY HALL, ON
THURSDAY, APRIL 16, 1970.

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70-17 The meeting was called to order by the presiding officer, Mayor W. W. McAllister, with the following members present: MCALLISTER, CALDERON, BURKE, JAMES, COCKRELL, NIELSEN, TREVINO, HILL, TORRES; Absent: None.

70-17 The invocation was given by Rev. Thomas Lovett, Pilgrim Presbyterian Church.

Mr. Hill asked that the minutes of April 9, 1970, page 24 be corrected. Under the last subject of that page, it was the U. S. Air Force which provided \$20,000 to the Bureau of Public Roads for study of the Quintana Road grade separation by the Texas Highway Department. The City of San Antonio was not involved as recorded in the minutes.

Councilman Dr. Nielsen stated that he had not had time to read the minutes of April 9 and requested that consideration be delayed until April 23.

70-17 ZONING HEARINGS

a. CASE 3751 - to rezone Lot 23, Blk. 44, NCB 8461, from "B" Two Family Residential District to "B-1" Business District located on the southeast side of Ramona Street, 133' northeast of Fredericksburg Rd; having 178.93' on Ramona Street and a depth of 117.5'.

Planning Director, Steve Taylor, explained the proposed change which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration, Mrs. Cockrell made a motion that the recommendation of the Planning Commission be approved provided that a six foot (6') solid screen fence be erected along the east and south property lines. The motion was seconded by Dr. Calderon. On roll call, the motion carrying with it the passage of the following ordinance prevailed by the following vote: AYES: Mcallister, Calderon, Burke, James, Cockrell, Nielsen, Trevino, Hill; Torres; NAYS: None; ABSENT: None.

AN ORDINANCE 38,456

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

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HEREIN AS LOT 23, BLK. 44, NCB 8461 FROM
 "B" TWO FAMILY RESIDENTIAL DISTRICT TO
 "B-1" BUSINESS DISTRICT, PROVIDED THAT
 A SIX FOOT (6') SOLID SCREEN FENCE
 BE ERECTED ALONG THE EAST AND SOUTH
 PROPERTY LINES.

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b. CASE 3759 - to rezone Lot 29, NCB 12984, save and except the northwest 50' from "A" Single Family Residential District to "B-3" Business District located on the north side of Loop 410, 178.87' west of Brookhaven Drive; having 224.23' on Loop 410 and a maximum depth of 518.11'.

Planning Director Steve Taylor explained the proposed change which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration, Mr. Torres made a motion that the recommendation of the Planning Commission be approved. The motion, seconded by Mr. Trevino and carrying with it the passage of the following ordinance by the following vote: AYES: McAllister, Calderon, Burke, James, Cockrell, Nielsen, Trevino, Hill, Torres; NAYS: None; ABSENT: None.

AN ORDINANCE 38,457

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 29, NCB 12984,
 SAVE & EXCEPT THE NORTHWEST 50' FROM
 "A" SINGLE FAMILY RESIDENTIAL DISTRICT
 TO "B-3" BUSINESS DISTRICT.

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c. CASE 3802 - to rezone Lot 5, Blk. 3-A, NCB 11954 from "A" Single Family Residential District to "I-1" Light Industry District, located southwest of the intersection of Eastern Avenue and Hallmark Drive; having 150.2' on Hallmark Drive and 145' on Eastern Avenue.

Planning Director Steve Taylor explained the proposed change which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

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

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AN ORDINANCE 38,458

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 5, BLK. 3-A, NCB 11954 FROM "A"
SINGLE FAMILY RESIDENTIAL DISTRICT TO
"I-1" LIGHT INDUSTRY.

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d. CASE 3816 - to rezone: Lot 6, Blk. 7, NCB 14165 (.708 acres) from "A" Single Family Residential District to "R-6" Townhouse District located on the west side of Majestic Drive, north of Silvertip Drive; having 100' on Majestic Drive and a maximum depth of 327.27'. Lot 36, Blk. 8, NCB 14301 (1.684 acres) from "A" Single Family Residential District to "R-6" Townhouse District located northeast of the intersection of Silvertip Drive and Majestic Dr.; having 100' on Majestic Drive and 724.20' on Silvertip Drive. Lot 5, Blk. 7, NCB 14165 (14.845 acres) from "A" Single Family Residential District to "R-4" Mobile Home District located on the west side of Majestic Drive, south of Silvertip Drive; having 1338.51' on Majestic Drive and a maximum depth of 600'. Lot 15, Blk. 2, NCB 14144 (14.363 acres) from "A" Single Family Residential District to "R-4" Mobile Home District located southeast of the intersection of Silvertip Drive and Majestic Drive; having 746.05' on Silvertip Drive and 1276.83' on Majestic Dr.

Planning Director Steve Taylor explained the proposed change which the Planning Commission recommended be approved by the City Council. During the course of the discussion of this case, Mayor McAllister inquired of the City Manager regarding study of Mobile Home Districts. Mr. Henckel stated that a study is in process and would be ready for submission to the Council in the near future. Mr. Torres expressed the feeling that the Council is being deluged with requests for mobile home courts and that the City should have better control of these areas. Planning Director Steve Taylor stated that he would have his department put the finishing touches on the mobile home ordinance and have it ready for the Council within two weeks.

Mr. Arthur Troilo, representing Mr. George Hale, owner of the property in question, stated that his client has plans to develop this property into a "Five Star" mobile home court and that Mr. Hale would be perfectly willing to comply with whatever regulations may ultimately be adopted by the City Council.

No one spoke in opposition.

On motion of Mr. Burke seconded by Mr. Trevino, the recommendation of the Planning Commission was approved by passage of the following ordinance by the following vote: AYES: McAllister, Calderon, Burke, James, Cockrell, Nielsen, Trevino, Hill; NAYS: None; ABSENT: None.

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AN ORDINANCE 38,459

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 6, BLK. 7, NCB 14165 AND LOT 36, BLK. 8, NCB 14301 FROM "A" SINGLE FAMILY RESIDENTIAL DISTRICT TO "R-6" TOWNHOUSE DISTRICT; AND LOT 5, BLK. 7, NCB 14165 AND LOT 15, BLK. 2, NCB 14144 FROM "A" SINGLE FAMILY RESIDENTIAL DISTRICT TO "R-4" MOBILE HOME DISTRICT.

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e. CASE 3818 - to rezone the west 50' of Lot 11, Blk. 48, NCB 8465 being that portion not presently zoned "F" Local Retail from "B" Two Family Residential District to "B-2" Business District located between Vereda Street and Edison Drive 144.99' west of West Avenue; having 50' on both Vereda Street and Edison Drive and a distance of 138.92' between these two streets.

Planning Director Steve Taylor explained the proposed change which the Planning Commission recommended be approved by the City Council.

No one spoke in opposition.

After consideration, Dr. Nielsen made a motion to approve the recommendation of the Planning Commission provided that a solid six foot (6') screen fence is erected on the west boundary of the property and that no access to the property be permitted from either Vereda Street or Edison Drive. The motion was seconded by Mr. Hill. On roll call the motion carrying with it the passage of the following ordinance by the following vote: AYES: Hill, Torres, McAllister, Calderon, Burke, James, Cockrell, Nielsen, Trevino; NAYS: None; ABSENT: None.

AN ORDINANCE 38,460

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 50' OF LOT 11, BLK. 48, NCB 8465, BEING THAT PORTION NOT PRESENTLY ZONED "F" LOCAL RETAIL FROM "B" TWO FAMILY RESIDENTIAL DISTRICT TO "B-2" BUSINESS DISTRICT, PROVIDED THAT A SIX FOOT (6') SOLID SCREEN FENCE IS ERECTED ON THE WEST BOUNDARY OF THE PROPERTY & NO ACCESS TO THE PROPERTY BE PERMITTED FROM EITHER VEREDA ST. OR EDISON DRIVE.

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f. CASE 3839 - to rezone Lot 6, NCB 8696 from "B" Two Family Residential District to "B-2" Business District located on the southeast side of Austin Highway (U.S. Hwy. 81) 113.09' southwest of Harry Wurzbach Highway; having 175.22' on Austin Highway and a depth of 223.5'.

Planning Director Steve Taylor 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. Nielsen seconded by Mr. Hill, the recommendation of the Planning Commission was approved by the passage of the following ordinance by the following vote: AYES: Torres, McAllister, Calderon, Burke, James, Cockrell, Nielsen, Trevino, Hill; NAYS: None; ABSENT: None.

AN ORDINANCE 38,461

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 6, NCB 8696 FROM "B" TWO FAMILY RESIDENTIAL DISTRICT TO "B-2" BUSINESS DISTRICT.

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g. CASE 3867 - to rezone Lot 52, Blk. 3, NCB 8675 from "E" Office District and "JJ" Commercial District to "I-1" Light Industry District located on the south side of Halm Boulevard 232' east of Slavin Avenue; having 88' on Halm Boulevard and a depth of 222.6'.

Planning Director Steve Taylor 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 Mr. Hill seconded by Mr. Trevino, the recommendation of the Planning Commission was approved by the passage of the following ordinance by the following vote: AYES: McAllister, Calderon, Burke, James, Cockrell, Nielsen, Hill, Trevino, Torres; NAYS: None; ABSENT: None.

AN ORDINANCE 38,462

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 52, BLK. 3, NCB 8675 FROM "E" OFFICE DISTRICT AND "JJ" COMMERCIAL DISTRICT TO "I-1" LIGHT INDUSTRY DISTRICT.

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h. CASE 3831 - to rezone Lot 18, NCB 13146 from "B" Two Family Residential District to "B-3" Business District located on the southwest side of Bitters Road 283.53' northwest of the cutback to Nacogdoches; having 109' on Bitters Road and a depth of 100'.

Planning Director Steve Taylor 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 Mr. Hill seconded by Mr. Torres the recommendation of the Planning Commission was approved by the passage of the following ordinance by the following vote: AYES: Hill, Torres, McAllister, Calderon, Burke, James, Cockrell, Nielsen, Trevino; NAYS: None; ABSENT: None.

AN ORDINANCE 38,463

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 18, NCB 13146 FROM "B" TWO FAMILY RESIDENTIAL DISTRICT TO "B-3" BUSINESS DISTRICT.

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70-17 The Mayor was obliged to leave the meeting and Mayor Pro-Tem Cockrell presided.

i. CASE 3886 - to rezone Lot 3, Blk. 1, NCB 13372 from "B" Two Family Residential District to "B-2" Business District located on the north side of Berlin Avenue, 100' east of Lenard Street; having 100' on Berlin Avenue and a depth of 125'.

Planning Director Steve Taylor 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 Mr. Torres seconded by Mr. Hill, the recommendation of the Planning Commission was approved by the passage of the following ordinance by the following vote: AYES: Hill, Torres, Calderon, Burke, James, Cockrell, Nielsen, Trevino; NAYS: None; ABSENT: McAllister.

AN ORDINANCE 38,464

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 3, BLK. 1, NCB 13372 FROM "B" TWO FAMILY RESIDENTIAL DISTRICT TO "B-2" BUSINESS DISTRICT.

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j. CASE 3829 - to rezone Lot 34, NCB 7530 from "R-3" Multiple Family Residential District to "B-2" Business District and the south 638.50' of Lot 35, NCB 7530 (2.2 acres) from "R-3" Multiple Family Residential District to "R-4" Mobile Home District. Subject lots are located on the northwest side of Gen. Hudnell Drive, 1876.40' southwest of Cupples Road; having 76.4' on Gen. Hudnell Drive and a depth of 997.28' as being measured along the east property line. The "B-2" zoning being on the south 358.78' and the "R-4" zoning being on the north 638.50'.

Planning Director Steve Taylor stated that this case had been held over on the Council meeting of March 19 in order for the Planning Director to have time to obtain additional information in this case and to provide a better map of the area.

Mr. Tom Cano appeared before the Council speaking in behalf of his application to rezone and explained the plans that he has to develop this area as a mobile home site. Due to the dimensions of the area, it was felt by some members of the Council that it would be most practical for the rezoning to be delayed until the guide lines for mobile home sites are finalized by the Planning Commission.

Mr. Herbert Schenker, attorney for Billy Mitchell Village, appeared in opposition to the rezoning. Mr. Schenker pointed out that there is no plan of development. All ingress and egress would be on Roselawn Avenue. He pointed out that this area is approximately four (4) city blocks long and that the dedication of a street should be made prior to any rezoning. There is also the matter of utility easements and the provisions for recreational facilities.

Mr. Cano stated that he was perfectly willing to abide by any regulations that the City had and requested that action be taken at today's meeting. Members of the Council were in agreement that more information was needed before they would be willing to rezone this tract. It was the feeling of the Council that Mr. Cano should provide a plan which will include location of utilities, streets, recreational facilities, etc.

Mr. Trevino moved that action on this rezoning be delayed in order to give Mr. Cano time to provide the information needed by the Council but limit the delay to not more than one month. The motion was seconded by Dr. Calderon. On roll call, the motion was passed by the following vote: AYES: McAllister, Calderon, Burke, James, Torres, Cockrell, Nielsen, Trevino; NAYS: Hill; ABSENT: None.

70-17 Mayor McAllister interrupted the zoning hearings to recognize Senor Miguel Alvarez Acosta, Mexico's Ambassador at-large for Cultural Affairs, who was in the Council Chamber. Mayor McAllister explained that Ambassador Acosta is in San Antonio to confer with City Manager Henckel and Hemisfair Plaza officials regarding the expansion of the Mexican Cultural Exchange Institute pavilion.

Ambassador Acosta was introduced to Mayor Pro-Tem Cockrell and the Councilmen individually. He then briefly greeted the audience in Spanish and introduced others in his party which included: Carlos Hernandez Serrano, chief of visual art for the Mexican agency for promoting international culture; Valeria Prieto, the architect for the new plaza; George Gonzalez Camarena, muralist and painter; and Alberto Mijangos, international coordinator of the Mexican Cultural Exchange Institute at Hemisfair.

70-17

k. CASE 3870 - to rezone Lot 41 and the west 12.5' of Lot 42, Blk. 1, NCB 6150 from "C" Apartment District to "B-2" Business District located on the north side of Lorraine Avenue 991' east of S. Flores Avenue; having 37.5' on Lorraine Avenue and a depth of 125'.

Planning Director Steve Taylor explained the proposed change which the Planning Commission recommended be denied by the City Council.

Mr. Phil Benson, an attorney, appeared before the Council representing Mr. Albino Flores, the applicant. Mr. Bensen explained that some forty years ago--long before San Antonio had a zoning ordinance, Mr. Flores started a small neighborhood grocery store. When zoning was introduced, he continued to operate as a non-conforming use until 1965. At that time, his store burned down. Now he wishes to rebuild his store but cannot do so because of zoning regulations.

Mr. Taylor stated that the real question is that he had abandoned his non-conforming use for over two years and now wants to build on a different lot where he cannot establish a non-conforming use.

Mr. Luther Mason, a former City employee, and who has known Mr. Flores many years spoke in his behalf urging the Council to approve the rezoning.

The only person appearing in opposition was Mr. Guy Bonham, representing Mr. Pete Casares who lives at 236 Lorraine.

After discussion, Dr. Nielsen made a motion that the recommendation of the Planning Commission be overruled and that the rezoning be granted. The motion was seconded by Mr. Hill. On roll call, the motion, carrying with it passage of the following ordinance, prevailed by the vote:
 AYES: COCKRELL, NIELSEN, TREVINO, HILL, TORRES, MCALLISTER, CALDERON;
 NAYS: BURKE, JAMES; ABSENT: None.

AN ORDINANCE 38,465

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 41 AND THE WEST 12.5' OF LOT 42,
 BLK. 1, NCB 6150 FROM "C" APARTMENT
 DISTRICT TO "B-2" BUSINESS DISTRICT.

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70-17 Rev. James read the following proposed resolution and moved for its adoption:

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A RESOLUTION

WHEREAS, the Summer Student Work Program is for the purpose of bringing together businessmen from four different agencies -- Urban Coalition, National Alliance of Businessmen, Chamber of Commerce and Plans for Progress Organization, and

WHEREAS, they will work toward interesting employers, as well as private homeowners, to find work for young people between the ages of 16 and 21, with special concern for disadvantaged youth, this summer, and

WHEREAS, this is a City-wide effort to contact and interest employers, churches and other organizations and individuals in this program, and

WHEREAS, 1,500 youths were enabled to find work last year through this program and it is hoped that they can do as well or better this year.

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

That the City Council support this worthwhile program and urge all citizens to cooperate in helping our youth find work for the summer.

PASSED AND APPROVED THE 16th Day of April, 1970.

The motion was seconded by Dr. Calderon and upon the following vote, the resolution was adopted. ROLL CALL: AYES: McAllister, Calderon, Burke, James, Cockrell, Nielsen, Trevino, Hill, Torres; NAYS: None; ABSENT: None.

Mr. Leonard Heller of the National Alliance of Businessmen, speaking for the Student Summer Work Program, congratulated the Council for its efforts in behalf of the under-privileged youth in the community.

70-17 Dr. Nielsen asked that the model ordinance regarding glue sniffing be included in next week's agenda and that the Council give this matter its serious consideration. Mayor McAllister asked the City Manager to have the legal staff look into this ordinance and also have it referred to other appropriate city departments.

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Transcript of Portion of City Council Meeting of April 16, 1970, regarding carnival during Fiesta Week.

MAYOR MC ALLISTER: Mr. Henckel, is there anything else to come before the Council besides the question of carnival?

MR. HENCKEL: No, sir, I have nothing else.

MAYOR MC ALLISTER: All right. Have you a report to make to us about any proposals?

MR. HENCKEL: Yes sir. As the Council instructed, I have an ordinance authorizing a contract and lease for a carnival operation in an area west of City Hall with Mr. Love & Associates, copies of which the City Clerk has and I'll ask him to read.

CITY CLERK: An ordinance granting permission to Eugene Love and Associates to place, erect, contract and maintain temporary facilities on City-owned property and other designated property, which may become available for such use, for the conduct of a carnival and authorizing and directing the City Manager to enter into a contract of lease with Eugene Love & Associates evidencing same.

MAYOR MC ALLISTER: Well, that ordinance should state in there, exclusive of streets.

MR. HENCKEL: Would you read. I'd like for you to read the entire ordinance, not just the caption; all the terms and lease agreement and addition.

CITY CLERK: Be it ordained by the City Council of the City of San Antonio:

Section 1. That there be and there is hereby granted to Eugene Love and Associates an exclusive permit to place, erect, contract and maintain such temporary facilities as may be necessary on and over city-owned property as described in the contract of lease marked Exhibit A, attached hereto and made a part hereof and on and over such other city-owned property as may become available to the said Eugene Love and Associates for carnival purposes.

Section 2. That the City Manager be and he is hereby authorized and directed to execute a contract of lease with the said Eugene Love and Associates of city-owned property as prescribed in said lease and in accordance with the proposal made by Eugene Love and Associates.

Section 3. The city reserves the right in the interest of public welfare to close any carnival activity which may be operated and conducted in such a manner as to be inimical to the public interest and welfare.

Section 4. That Eugene Love and Associates shall not move any carnival equipment into non-city-owned property until the city has been given written notice by Eugene Love and Associates evidencing the fact that they have obtained possession of said area.

MR. TORRES: Under that contract, Mr. Henckel, or attached to the letter which was given to us from the firm of Mr. Langley, I see a proposal attached to that, where we're talking of a sum of \$28,632 which will be paid immediately upon the signing of a contract. Now, is this, does that relate to the actual lease contract, the lease agreement, we will go into?

MR. HENCKEL: No sir, no sir, it does not. The proposal, as submitted by Mr. Love, provides for a payment of \$28,000 for specific properties mentioned in his proposal. It also provides for additional monies if other properties are acquired, which brings the thing in excess of \$30,000 if all properties that he requests are available. In his proposal, he requests that the city obtain from the Urban Renewal and furnish to him the Urban Renewal properties so requested and that if those properties could not be obtained, then the lease amount would be reduced in proportion on the basis of the original submission. Our calculation, by the staff, shows that originally there was in excess of 433,000 square feet included. The staff's recommendation is that there are only five parcels that are either city-owned or that could be obtained from Urban Renewal that would amount to 198,822 square feet, which would make the total payment to the city, based on the formula that he submitted, approximately \$13,917.54. I checked with Mr. Martin of the Urban Renewal Agency yesterday evening. He's available here this morning. I checked to find out if the Urban Renewal Agency would consider leasing the Urban Renewal property to the city, so that they, in turn, could furnish it to Mr. Love. He said it would be necessary for him to call a special meeting with his Board of Directors to consider whether or not they would do this. He did inform me that Mr. Love had made a direct request to the Urban Renewal Board, which the board turned down, but that Mr. Martin would recommend to the board that they give consideration to the city's request. There are three Urban Renewal properties, as well as two city parking lots, that the city feels are available. I have been informed that the tract known as the Four Seasons tract is not available. Now, I'll be glad to attempt to answer any other questions that you may have, or the parties are here and they may be able to give you a better answer than I can.

MR. TORRES: Well, the only correction, well, two things, Jerry. That under the actual contract and lease agreement it is certain that we could provide 110,796 square feet at 7¢ per square foot, amounting to \$7,755.72. Right?

MR. HENCKEL: This is what we own, yes, sir. It all amounts to 7¢ a square foot.

MR. TORRES: Okay. Now, at page 2 then, of that proposed contract, you refer to 7¢ per square foot for all non-city-owned properties to be used for carnival purposes. Now, do you have an idea how much there would be in this part of the agreement?

MR. HENCKEL: Yes sir. The map enclosed shows the non-city-owned properties, with copies of options and specifies the amount that he would pay the city. The contract provides that this payment will be made to the city upon the lessee showing that he has acquired in this particular property that he has shown options on his proposal. Once he acquires it, then he will pay us 7¢ a foot on private properties, but the 7¢ a foot on private properties is to pay for the cost of city policing and things of this type. Whereas, the cost of 7¢ per foot on the city-owned properties or properties that the city may acquire, public properties from other agencies, would be a flat 7¢ a foot, not based on payment for police protection and clean-up and whatever the city might have to do. It's two different. . .

MR. TORRES: Now, how many of these private properties do you know that he has acquired? Do you have any idea?

MR. HENCKEL: I don't know that he's acquired any. He just shows that he has an option on these properties. The lease and the ordinance requires that he show evidence that he has acquired those properties before we give permission for him to move on.

MR. TORRES: I'd like, Mr. Mayor, that we ask Mr. Langley to advise the Council how many properties have been acquired by his client for this purpose. I think. . .

DR. CALDERON: First, I would like to ask the City Manager, if the Love proposal represents the highest and best bid, Jerry.

MR. HENCKEL: It's impossible for me to tell. One proposal was based entirely on a percentage basis, requiring all of the properties that might be available, so that's an X factor there. It's impossible to compute the properties, insofar as the Love proposal is concerned, accurately. We are estimating, based on No. 1, that this Council will authorize the use of the two city-owned properties, which is the city parking lot directly across from the jail and directly across from the police facility. The Urban Renewal properties that we think can be acquired would be the area on Durango directly south of the expressway, would be the area--I'm looking at my map here--so I have the Urban Renewal property directly across from the, on Santa Rosa and Durango, on the northwest corner and the Urban Renewal property which would be No. 4, would be a piece of property 17,093 square feet west of the expressway on Pecos Street. Those are properties that we think can be acquired. The Four Seasons property, we are advised, is not available.

DR. CALDERON: My question is this. Whether you are recommending the Love proposal at this time or whether you're asking the Council to make the determination between the two proposals.

MR. HENCKEL: I'm not recommending. . .

DR. CALDERON: Either one.

MR. HENCKEL: The Lane proposal at all, because I don't believe that there is enough factual evidence for me to even give it consideration. There is no minimum guarantee and it's based on an X factor. I am not recommending the Love proposal for many reasons. I don't believe it's a good deal for the city. I don't believe our revenue that we can receive from it will offset our costs, especially when you can take into consideration the loss we're going to have at HemisFair Plaza.

DR. CALDERON: In other words, you. . .

MR. HENCKEL: I'm not recommending. . .

DR. CALDERON: In other words, you're against both proposals then.

MR. HENCKEL: Yes, sir, that's correct. I'm not recommending. . .

DR. CALDERON: Either one. . .

MR. HENCKEL: Either proposal. I prepared the contract as you have instructed me for your consideration.

MRS. COCKRELL: Mr. Mayor, may I ask a question about the Four Seasons property? Maybe Mr. Martin would like to comment on that. I thought that as of last weekend the situation on that was that the deed was not going to be finalized for a couple of weeks, so I wondered about that. . .

MR. WINSTON MARTIN: That property was awarded to the Four Seasons on January 29. However, the information did not go to the title company until February 26. Now, the property was sent over to the title company with their money, and as far as we were concerned the transaction was completed. This is why, when the board was submitted the letter from Mr. Lane, their answer to him--and it's in the minutes of the board meeting, by the way--was that they could not consider his request because this property had already been awarded to the people purchasing it and they felt they had no more control over it. It was in the hands of the title company.

Now, it had not cleared the title company at the time of the letter, but it was being processed. Now, the reason it had not been processed by the title company was that the Four Seasons organization had not put up a 10% performance bond. They were

waiting for this and also, they had not notified us as to a date of groundbreaking. I was out of the office for a few days, and came back to find out that they had requested the groundbreaking date of tomorrow on this land and the title had cleared, as far as the title company's concerned. So, any arrangements for use of this land will have to be with the Four Seasons organization.

MRS. COCKRELL: Now, this was not the case when I discussed this with you last Friday? The information you gave me at that time was that it would be about a couple of weeks, as your organization. . .

MR. MARTIN: Our understanding was that the title company said that it would take them approximately two weeks to clear the title at the time. However, it was in the hands of the title company even at the time we spoke.

MR. BURKE: Mr. Henckel, what, under these contracts that are submitted, what is your estimate of the maximum gross revenue that the city will derive from granting this contract?

MR. HENCKEL: Around \$14,000.

MR. BURKE: And what do you estimate our police costs will be?

MR. HENCKEL: I estimate our entire costs to be between \$10 and \$12,000.

MAYOR MC ALLISTER: Well, we met Mr. Langley walking up this way and we interrupted him. Come along, Mr. Langley, if you want to say the next statement.

MR. RALPH LANGLEY: Mr. Mayor and members of the Council, I agree with what the Manager said about the availability of properties. Of course, we did not sign leases on the privately owned properties until we had a contract with the city. We do have valid and subsisting options on the parking lot of Mi Tierra. We have the so-called Rock property just to the west of the freeway. We have other properties in the area, the exact square footage of which I'm not sure of at this point. There are several things that I would like to say in conjunction with it.

One thing is that the Four Seasons property, as Mrs. Cockrell has pointed out, was still in Urban Renewal as of the end of last week and, so far as I know, at the time the Council met here on Monday afternoon. Since that time, that transaction has been closed, between that meeting Tuesday afternoon and the meeting today. Whether or not we can make a deal with Dr. Morales and his associates in Four Seasons for that property, I do not know. I do suggest this to the Council, that the only request that Urban Renewal ever had for any property, before the Four Seasons property came in the form of a letter from Mr. Love. So far as Mr. Martin knew this morning, they had never received a request from the Fiesta Commission for the use of any of their properties. We do suggest this, based upon my conversation and I want to be sure that my interpretation of it is correct, based upon my conversation with Mr. Martin, that the Urban Renewal Agency would be amenable to a suggestion from this Council. If the Council so desires that the property immediately to the west of the Four Seasons property, which is still Urban Renewal property, and that property belonging to Urban Renewal immediately to the west of the freeway, could be made available. As I understand, from him, there is no great difficulty about this, if the Council requests this. I, therefore, suggest that if the Council passes the ordinance, that there be encompassed in it and along with it, a resolution asking Urban Renewal to make the properties available. Because certainly if we are to have a carnival, it should be a good one. It should be large enough and it should provide the city with revenue and for every square foot of that property that we can get, the city gets 7¢ additional.

The second thing that I would like to ask be included in a resolution to accompany the ordinance if it is passed, is a call on the Manager and the staff by the Council, to implement the letter, the spirit and intent of the ordinance and the resolution, so that we may get on with it if we are to get on it. We are ready. Our proposal has a fixed amount provided in it; the city does get revenue from it and we urge its adoption.

MR. TREVINO: Mr. Langley, what type of health facilities will there be provided for the food concessions?

MR. LANGLEY: Sir?

MR. TREVINO: What type of health facilities. . .

MR. LANGLEY: They are self-contained attachments to trailers that Mr. Love uses around at different expositions over the country. They are self-contained units.

MR. TREVINO: In other words, where there is food concessions, where people are going to handle food, I notice here that they're going to have this portable toilet.

MR. LANGLEY: Yes, sir.

MR. TRIVINO: All right, but we're not going to have any portable sink or its equivalent to wash your hands and everything else. Now what provisions do we have for that?

MR. LANGLEY: These are provided, as I understand it, in these units. In other words, the necessary proper health facilities for the preparation of foods are provided.

MR. TREVINO: Well, can we make sure that this is done and this is. . .

MR. LANGLEY: Well, sir, I believe your ordinance, as drawn by the City Attorney, takes care of this, because it calls for compliance with all federal, state and city law.

MR. TREVINO: I'm aware of that, Mr. Langley, but I'm also aware, that I've been here 49 years years and I've seen the carnivals and I know exactly what they do and this is why I'm saying it. This is why I'm asking. This is one of the reasons it was taken out, you see. So, this is one of my concerns. Are we going to make sure that this is true?

MR. HENCKEL: Mr. Langley, did I understand you to say that the food units would be mobile units? They wouldn't be these booths? Self-contained mobile units?

MR. LANGLEY: They are brought in by mobile units.

MR. HENCKEL: In other words, are the food units mobile units or are they wood booths that are set up?

MR. LANGLEY: No, sir. They are set up there.

MR. HENCKEL: All right. Thank you.

REVEREND JAMES: Mr. Langley, what's your reaction to the idea that the cost of the police will cancel out the revenue that the city gets anyway?

MR. LANGLEY: Well, sir, all I can go by is experience in other areas, and I know San Antonio, for example, I do not believe it would run that high. This ordinance and the contract call for the operator to keep the lots clean, to police them daily, to have a daily clean up at the end of every day's operation and to leave them in the same condition that they were in when possession was turned over to them. I do not believe it would run that high.

MR. HILL: Of course, this is speculation.

MR. LANGLEY: Yes, it is.

DR. NIELSEN: I was just going to say that is an investment in the whole carnival operation, and whether it takes that money or not I think it is money well spent. I think it's going to benefit the whole community.

MR. TORRES: How much does Night In Old San Antonio spend? They are your clients. How much does Night In Old San Antonio spend on police protection?

MR. LANGLEY: Mrs. Martin is here and I don't really know and I doubt if she has the figures with her.

MRS. BROOKS MARTIN: I don't have the figures with me but we do pay for police protection at Night In Old San Antonio.

MR. TREVINO: What happened to the figure of \$30,000? How did that dwindle down to \$14,000?

DR. NIELSEN: Well it was \$28,000.

MR. LANGLEY: There is \$28,000 in the offer for all the properties shown on the map there, sir. Now Mr. Henckel says, and I am sure that it is true, that there are some of those properties that are not available. The Four Seasons property was included. We would hope that even though there is a ground breaking on it tomorrow that, nonetheless, after the ground breaking ceremony is over we might get the use of it for a week. So this would increase it above the \$14,000 which I think Mr. Henckel mentioned.

MR. HENCKEL: Surely, I said that it depends just on the square footage and ours is just a calculation. We have not had time to go measure it or to give any accurate. . .

MR. TORRES: There is still the possibility that working on this thing between now and tomorrow or whenever you can tie up the use of these properties that we can still pick up \$20 to \$25,000 less our expenses.

MR. HENCKEL: Mr. Torres, it would depend on what is available. What is available through the City of San Antonio. City property or Urban Renewal property that Mr. Martin has indicated to me that we could lease, which he has indicated that he would recommend, which he has indicated that they would call a special meeting this afternoon if the City so requested, would amount to the figure that I gave you. It would be incumbent upon the proposer here to acquire other privately owned properties. When they show evidence that they have acquired them the lease provides that they can have carnival operations on those facilities on the basis of 7¢ per square foot. So, if they acquired all the properties that they show on the map, the revenue would be around \$30,000.

MR. BURKE: Mr. Langley, what properties were you talking about when you said that the Fiesta Commission had been offered \$42,000?

MR. LANGLEY: Well, that also included, Mr. Burke, the Durango Street property and certain street areas.

REV. JAMES: There sure has been a big slippage in this money.

MR. LANGLEY: Well, sir, the computation of square footage has remained the same.

MR. TREVINO: One of the main concerns here is that whether it is \$30,000, \$10,000 or \$60,000 it is the people sometimes that can least afford it that are going to put it out.

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REVEREND JAMES: I don't think the city needs money that bad.

MAYOR MC ALLISTER: I would like to say to the members of the Council that as far as I am personally concerned we got rid of the carnival a couple of years ago and as far as I'm concerned I don't want to see them back again. I am absolutely opposed to the city entering into any kind of agreement to have another carnival other than the one that we have at HemisFair Plaza. I have received innumerable protests from property owners in the area who have businesses there who do not want to have the carnival in their particular area. So I shall vote against the granting of a permit or entering into a contract for a carnival.

MR. TORRES: Just a couple of things that come to mind, Mr. Mayor. Number one, on a statement by Mr. Trevino to the people who can least afford it, you know we planned for years and years to have a HemisFair in the City of San Antonio and I never heard Mr. Trevino speak of the people who could least afford it. We still have a carnival that is going to be at the HemisFair area and I am wondering if the gates are going to be thrown open to the people who can least afford it or are they going to have to pay a quarter to go into the place? So what it boils down to, Mr. Mayor, is providing a public facility and open place for people to enjoy Fiesta Week without having to pay admission fee. Now that is what it is boiled down to.

Secondly, with reference to an item in yesterday's paper, sir, the matter of the minimum wage. This, the Mayor called to my attention the difficulty that Mr. Love had had in Laredo. I confronted Mr. Love with his proposition, the Mayor had called it to my attention. I mentioned here at last week's Council meeting that I had asked Mr. Henckel after the Mayor had informed me of this, I asked Mr. Henckel for suggestions. I stated, and I state again, that I go along with him that laws--state, federal, local--are a part of any contract that the City of San Antonio enters and, therefore, that these minimum wage laws would be enforced in the City of San Antonio. Now, we have that assurance from the Mayor. I point that out perhaps in defense, Mr. Mayor, because I felt like that matter was brought up last week. The Council did vote to have a, did take a vote on this matter last Thursday expressing its intent.

Of course, I am going to express the same feeling that Mr. Burke expressed this morning that my hope and desire was that the city could provide, number one, a carnival atmosphere as a part of the entire spirit of Fiesta Week activity. Secondly, that the city could derive some of the revenues to pay us back for some of the expenses that we go into. But if we are going to start talking about expenses the city incurs, you know, we provide police escorts, we provide, we go out of our way to have a successful Fiesta Week. So that the carnival in the area we are talking about would be a part of the overall Fiesta activity in the City of San Antonio. I would like to see the city, of course, reap some revenues from this particular operation.

DR. CALDERON: Mr. Mayor, I would like to say that I, too, am against a second carnival and I would support your position. But further, I would say that if there is to be a second carnival on private property it seems to me, and it would be the fair and proper thing to do, is to amend the contract with Mr. Lane to include additional property. Traditionally, the Council has taken the position that when we enter into a contract with anyone to provide a service and, due to circumstances, we want to extend or add certain provisions we normally just amend the contract.

So here we are talking in terms of having a second carnival on public property and we are deviating from the traditional policy that we have held on many years. We always go to the concessionaire and to the contractor and amend the contract. I feel that if we are to have a second carnival on public property then the right and proper thing to do is to amend the contract with our current carnival operator, namely, Mr. Lane.

REV. JAMES: Mr. Mayor, two years ago or three years ago we went through this whole situation. We tried to clean up this carnival atmosphere in San Antonio. We passed an ordinance to that end and we did away with a lot of the negative aspects of this whole situation. If we are at that point now of deciding whether we are going to have a second carnival I stand on my original position of two weeks ago that we NOT have a second carnival.

MRS. COCKRELL: Well, I wanted to make a few background remarks that I think will help us see the carnival thing in a little bit more perspective. A good bit of reference has been made to what the Council did two years ago. I went back and studied the minutes just to see exactly what it was that we did. Prior to January 1968 the Fiesta Commission had derived the major portion of its income from the operation of a street carnival which surrounded City Hall. Due to some complaints that came in, particularly directed to the use of the streets through a non-public agency, the City Council two years ago in considering the awarding of the Fiesta contract held discussion on the matter of the carnival. At that time I made the point that I could not vote for a Fiesta ordinance which included the use of the streets for a carnival as I felt that we had made a commitment not to have a carnival again on city streets. So, from my point of view, in casting my vote at that time against the carnival I cast it against the use of the public streets for a carnival.

In January of last year the City Council on January 23rd considered an ordinance which authorized the City Manager to enter into a five-year contract with George Lane dba Lane Concessions for the operation of an amusement area at HemisFair Plaza. The heading also stated that it consisted of rides, games, food and drink stands and a penny arcade amusement center at HemisFair Plaza. Mr. Lindquist, Assistant Director of Municipal Facilities at HemisFair Plaza, explained that this is a long-term contract and it is in the area not reserved for the proposed university. There will be children and adult rides. The city will have authority to designate the type of rides installed and to regulate when the rides will be in operation. The motion was passed. At the time that this was considered by the City Council, quite frankly I do not recall any discussion that this included also what amounts to full carnival rights at HemisFair Plaza. Now, perhaps other members of the Council were aware of such discussion but I must state that I was not. Consequently it was quite a surprise during Fiesta week to see that we had a full-fledged carnival operation at HemisFair Plaza; however, it seemed a little late to raise a voice questioning it because it was already in full operation. So apparently the decision to commit the city to be in the carnival business was a decision that the Council made knowingly or unknowingly when on January 23rd it approved the amusement contract with Mr. Lane.

The City Council then, this year on March 19th, was informed of the pending contract or negotiations which the Fiesta Commission had entered into with Mr. Love and a report was asked from the Manager. The Council, I think, has up to now taken a position in my opinion very strongly against the use of the city streets for a carnival. I do not believe that our policy decision has ruled out the public and/or private property. In fact, this policy decision was reemphasized when the Council took a vote recently on the matter of what we would consider. When the contract with the Fiesta Commission was approved in January of 1968, it was my understanding at that time that carnival operators were not interested in carnivals which were not on the public streets because of the loss of revenue. I have on several occasions asked members of the Fiesta Commission if they had considered other sites for the possibility of a carnival. It was my understanding that they felt that carnival operators would not be interested if it were not on the public streets. Therefore, I was quite interested to learn when Mr. Torres brought in the copy of the contract which Mr. Love had entered into with the Fiesta Commission. I was quite interested to see that it included not only an offer for the public streets to be involved but also an offer for

either private or off the street public land. And the Council committee has met and has considered the matter. Today as we are considering these particular contracts, I will say that I find some disappointment in the amount of land that appears to be available. I am disappointed, for example, that the Four Seasons property which apparently was available last Friday is no longer available. I think that the Council has to consider all of the facts. (Changed recording tapes)

I wanted to give this statement of background because I think there is some misunderstanding particularly about what the action of the Council was two years ago. Apparently there was some misunderstanding at the time the amusement contract was passed at HemisFair Plaza. At least there was misunderstanding on my part and I publicly acknowledge that now. I wanted to put some of these matters in perspective because apparently the City Council is already in the carnival business. It is simply a question of whether we wish to be in the business of more than one carnival. One other comment I wish to make is that in the discussion when the committee presented its report and when the Council acted favorably on the motion that we would favorably consider a request from the Fiesta Commission, the additional motion was passed that the same quality controls which were to be exercised over any amusement or carnival operations at HemisFair Plaza could also be exercised over this carnival. And so apparently the matter of quality control is a matter on which the Council is already on record. So it is simply a question of location and desire of the Council.

MR. LANGLEY: I have been talking with Mr. Love while the Council has been discussing the matter, and I am authorized to represent to the Council that he is very confident that he will have 300,000 square feet minimum including private property and city property and other. So that if the city will include in the ordinance a call on Urban Renewal for their properties that are available requesting that they may be made available to us we will put a minimum guarantee to the city of \$21,000 for the carnival permit.

MR. TORRES: With the minimum guarantee of \$21,000, Mr. Mayor, and with the inclusion of the resolution to the Urban Renewal Agency which I understand is going to meet this afternoon, I would move for the adoption of the ordinance.

MR. JACK LEON: Mr. Mayor, may be I be recognized? My name is Jack Leon. I am here on behalf of Mr. George Lane. Mrs. Cockrell and members of the Council:

I would like to bring some more facts here because I was sitting here listening to what is going on. I was sort of reminded of the boys in the capsule. If they make the wrong turn they are going to end up in orbit. If it doesn't work right they will never come back to earth. I would like to reason with you all a minute and let's get back to earth. Is the Council really wanting the type of carnival we've had here in the past during Fiesta week? Is our memory so short that we forget about the pickpockets, the muggings, the other crime and corruption that goes on right out here outside of our City Hall under the guise and blessing of Fiesta Week? Is that what this Council is asking for?

I was sitting here listening in regard to . . . by the time you cut through the deceit and get down to earth we find that it is no longer \$30,000 and even with the \$21,000 guarantee taking your staff's figures, your costs of protection for it, despite whatever security costs they may have they've always furnished their own security they said. But I recall when I was in the District Attorney's office, the flood of complaints that came in. I've heard no report from Chief Bichsel here telling you of his feelings in regard to this. I hate to say, but I am sure that you would be interested in it if you are going to rush to judgment here two days before Fiesta starts. I

would hate to see what the Fire Chiefs statements might be in regard to his thanking the Council for finally getting it out of this area. I hate to see what the Health Director's statements might be when he sees this problem put right back in his lap. I wonder what the Traffic Director's statement might be again after we finally succeeded in getting it off the streets, getting it in an area where first it can be controlled, where one carnival for all of our people united to sit and enjoy themselves together instead of having one for the West Side and one for the North Side. That is always what it was referred to.

I want to go and see all of my friends at the same place. Now, let's sit here and talk about this figure of 75 to 80 percent of whatever the costs the city realizes is going to go right back out for extra police and protection. We haven't talked about health. We haven't talked about traffic. We haven't talked about fire. I dare say the city will lose money on it. What did Mr. Lane pay the city last year from his HemisFair operations? Fifteen thousand dollars, not counting the gate. He paid the city \$15,000 net without any additional police, fire, safety or health. Without saying, we've got two carnivals in this town. This has been a united town; let's keep it united.

Certainly, I'm biased in my presentation. But I am here speaking on behalf of my client who has asked me to voice to you his feelings in his words. It is very strong emotional feeling because at the time he entered into this long-range contract he entered into it for one reason--to get a carnival--to get an amusement area in this city--one that is clean. Have you forgotten how clean it is at HemisFair? How safe it is? How reasonably secure? No chemical toilets, no portable toilets. You've got your actual own facilities there. What do we want to do with the HemisFair area? Are we going to always keep moving back away from there and not utilize the facilities? What are you telling Mr. Lane when you say, you've given us a long-term contract here? You've been fair with it, you've paid us money and you've made us money and you've kept a good, decent, clean operation for our children. We're going to tell you forget about it, because the next guy that blows in from Laredo or wherever he might be blowing from, that can go around and throw out huge sums of money, we're going to cut your throat and our word is no good to you, Mr. Lane. And our word is no good to other cities and other contractors and other concessionaires. I say we're rushing to judgment.

In the short period of time, in the couple of days that I've been involved in trying to dig down to the facts of this, and I mean this, I have uncovered situations of offers of money, of offers of tension and disruption in order to accomplish what he's looking for. I'm saying this right here. I aim to present them to the District Attorney's office and to the Grand Jury for whatever action they may see fit because my client has been so affected.

I've also uncovered the fact that my client, in good faith and based upon his thought and knowledge that he would have this, has on his own contracted with every independent school district in this community, with the exception of Alamo Heights, offering them what? Offering to our children a 10¢ discount on any ride during Fiesta week, based upon his representation that he would have the only carnival. I've also come across the fact that Mr. Lane, with arrangements of the Mexican Chamber of Commerce and with the full knowledge and consent of the Fiesta Commission, has set aside Friday afternoon for the orphans under the sponsorship of the Mexican Chamber of Commerce, to have a free day at the HemisFair grounds and with his carnival.

Now, what if you give this contract to somebody else? I'll tell you this, Mr. Lane cannot have a carnival. You're talking about a second carnival. That's not the

case. Let me tell you what's happened here. Mr. Love has gone around and contracted Mr. Hames and the other concessionaires that Mr. Lane has contacted. If you were a concessionaire, wouldn't you want to be out on the streets in the wide open spaces where you can do what you want, instead of behind the grounds? You can afford to pay more money, you can make more profit, if you're from the concessionaire's point of view, because you can cut a few corners. They've all said, Mr. Lane, we're not going to go over there in HemisFair grounds if we can get out here on the streets because that's where we prefer to be. Now, stop and think. Why does the carnival concessionaire want to be out on the streets? You hit it right on the head. You did too, because it's what we've been fighting for years to get off the streets. Let's get it back over there where we've got an area.

Now, if we're concerned about the cost of the public coming in, you've got one simple solution and I mean it. Not count the gate fee. If that is your answer. If that's what you're looking for. If you're looking to help Mr. Love make money that will cost the city money to help him make money and destroy your good word and your contract, then give him the contract. On the other hand, I'd say, let's keep it off the streets and keep it in HemisFair where it belongs.

MRS. COCKRELL: Mr. Mayor, may I ask Mr. Leon some questions?

MR. LEON: Certainly, ma'am.

MRS. COCKRELL: I notice that this information you passed around, the discount ticket says "50 Thrilling Rides". Does Mr. Lane have 50 thrilling rides under contract?

MR. LEON: No, ma'am, and you know that he doesn't, because all he's got is the amusement over there, but what he has contracted for, if they go in there, and they've told him they will not go in if they can get on the streets. Let me show you the telegram here from the Hames Shows which is one of the list that (would you please pass them around up there for me, pass them around on this side, let me keep one here). This telegram to Mr. George Lane, San Antonio Evening News and San Antonio Light both state that City Council Thursday, April 9, voted to permit a Fiesta Carnival in downtown San Antonio on public and private property. This constitutes violation of our agreement concerning downtown lots. Therefore, it will be necessary to cancel our agreement concerning carnival rides during Fiesta Week at HemisFair Plaza. Copy of this wire being sent to Love & Associates. What is the contract that he wants to get out of with Mr. Lane? It is Mr. Lane's sub-lease contract.

MRS. COCKRELL: What is the date of that sub-lease contract, Mr. Leon?

MR. LEON: The 12th of March 1970, and the date of the telegram, you can, is April the 10th.

MRS. COCKRELL: The date of the sub-lease contract of March the 12, it was signed by Mr. Lane at a time when the Fiesta Commission had an existing contract with Mr. Love, that Mr. Love had already been designated as the operator who was going to produce a carnival. Now, Mr. Lane, therefore, when he signed with his sub-contract party, apparently assumed that something was going to prevent that contract from being carried out. It would appear that way to me.

MR. LEON: I don't quite follow you. Are you referring to the . . .

MRS. COCKRELL: In other words, he is stating on March the 12th, Mr. Lane in signing a contract with the sub-contractor, says that that contract is not going to be valid if there is another carnival. But at the same time, there was another valid contract between the Fiesta Commission and Mr. Love, which had been signed on February 26, and I'm asking why Mr. Lane would sign a contract with that kind of a provision at a time when the Fiesta Commission had, in good faith, signed with Mr. Love as the contract operator?

MR. LEON: It's my understanding that the reason for that is because Mr. Love had been telling people and saying things that he did have the streets and that he would put it on the streets. Now, of course, supplied by Mr. Hames, says I would rather be on the streets than be in HemisFair Plaza and so that was why, in the event should a carnival be brought in on Dolorosa Street and adjoining lots during Fiesta Week, this contract would become void. But the whole point of it is, is that if there is a carnival on the streets, there's no carnival in HemisFair.

MRS. COCKRELL: Right, I see, but why would he knowingly sign that type of a contract, when he knew that it could not be carried out with that escape clause, if the contract that the Fiesta Commission had made with Mr. Love were adhered to?

MR. LEON: Because it certainly was Mr. Lane's understanding that it was the intent and purpose of this Council two years ago to not have any street carnivals and that they would have the carnival in the HemisFair area and that's the way it was last year.

DR. NIELSEN: Mr. Lane or someone assumed a great deal.

MR. LEON: That's true.

DR. NIELSEN: Under no circumstances, and I think the point that Mrs. Cockrell made a moment ago, did any kind of a contract offer Mr. Lane any sort of an exclusive at all. HemisFair is not carnival. There is just no way in a long or short term situation that we can even consciously consider HemisFair Plaza area as carnival for Fiesta. It's just not right.

MR. TORRES: Having been put on notice, Jack, that based on what you said, having been put on notice that Mr. Love had been talking about having a carnival in San Antonio and before your client executed the contract with, the exclusive carnival contract that the Fiesta Commission in March, 1970, did your client inquire as to whether Mr. Love had any kind of contract with the Fiesta Commission for a carnival operation?

MR. LEON: I don't know. I'll ask him to step up here and you can ask him.

DR. CALDERON: Let me clarify one point here. That fact that, in fact that the contract between the Fiesta Commission and Mr. Love, in my opinion, was not a valid contract, because it still was lacking City Manager approval.

MR. TORRES: Well, let me....

CITY MANAGER HENCKEL: I might want to verify that I know of no contract and I have never been seen or furnished a copy of any contract between the Fiesta Commission and anyone and the Fiesta Commission has never requested of the City the permit for a carnival.

MR. TORRES: Well, let's not be naive, Mr. Henckel, I'm referring to....

CITY MANAGER HENCKEL: Well, I think....

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MR. TORRES: I'm referring to a letter of intent and you know what letter of intent I'm referring to, do you not?

CITY MANAGER HENCKEL: I just wanted to make clear what I think about, well, Dr. Calderon brought the matter up.

MR. TORRES: Well, what I want to make clear that I'm referring to the letter of intent between Mr. Love and the Fiesta Commission, since Mr. Leon, who is a skillful advocate, and I respect him for it, advocating his client's cause, has stated that he wants to do what is fair and in wanting to do what is fair, Mr. Lane, and in wanting to promote this unity that is going to make you more money in HemisFair Plaza. Now, did you know, when you entered into your contract in March, did you know of a letter of intent between the Fiesta Commission and Mr. Love, having been put on notice, as Mr. Leon intimated, that Mr. Love had been talking of having a carnival in San Antonio? Did you know of this letter of intent?

MR. LANE: I did not and also I will state that Mr. Burnett and I, last November, were dickering to promote some money for Fiesta Commission in some areas where I would pay part of the gate admissions into HemisFair Plaza. We had negotiated last November, as far as this goes.

MR. TORRES: I see. So, then, but you didn't see or you didn't choose to go into an exclusive contract with the Fiesta Commission until March. Isn't this true? In other words, it wasn't until March that you went into this exclusive contract with the Fiesta Commission? Right?

MR. LANE: I have it here. It's dated March the 20th.

MR. TORRES: Okay. March the 20th. Okay. And yet prior to this time you'd already placed an ad in a national magazine, hadn't you?

MR. LANE: Do you have an ordinance against carnivals on the streets? Is this true?

MR. TORRES: We have an ord....

MR. LANE: Mr. Love stated to all people in our business that he had a contract and he was going to get the streets.

MR. TORRES: I see.

MR. LANE: This was stated last December, I believe, even at a Chicago meeting and with other help behind Mr. Love. I don't want to bring any more names in. I could.

MR. LEON: I would like to say one thing that Mr. Lane has asked me to state for him, that there's been some statements about. He wants to state unequivocally that Lane Enterprises, that's he and his wife and his two children. He has no....(someone in the background said "four children"), I'm sorry, four children. That he has no partners on the City payroll. I'd like to state one other thing, that this contract, I don't know if we ever got them passed around and I would like to show them to you, so that there's no mysteries as to what we're talking about, please. Here's some

more for the other side. That he has signed with the Fiesta Commission is for \$5,000 minimum or 5% of the gross, whichever is greater. Now, of the tickets that I have showed you, a million and a half have been distributed to the schools. He has advertised, he has gone to great expense to get prepared for this, maybe mistakenly, assuming that his idea was right and that the carnival would be like it was last year and that that was the Council's intent and certainly that if he wasn't mistaken in his assumption that that was the Council's intent, that we wouldn't even have this coming up here today. But, this is our position. This is how we feel and certainly we do make money out of that, Mr. Torres, just like you make money out of your law practice and the businesses and ventures that you go into. The same way as I get paid a fee for being here. But, in addition to that, the City has been partners with Mr. Lane and they have benefited without it costing them more than what they intend to realize, without creating additional dangers and additional hazards and let me point out one other thing. Has anybody talked to the Chief of Police or the Fire Department or the Health Director or the Safety Director and asked them, can you get ready in two days to have a carnival over here on the public grounds? You know they've made their plans six months ago and a year ago to cover their whole year. Certainly emergencies come up, but they're so sort of strange during Fiesta Week as last year's show, that it puts a greater burden upon them. Now, has anyone even attempted to determine whether they could even handle it, if there was a street carnival of parking lot form? Thank you.

MAYOR McALLISTER: I want to ask one question, Mr. Leon. This contract here between Lane Concessions and Mr. Brown, who I presume signed for the Bill Hames Shows, says down here, "In the event should a carnival be brought in on Dolorosa Street and adjoining lots during Fiesta, this contract would become void."

MR. LEON: Yes, sir.

MAYOR McALLISTER: That was part of the contract.

MR. LEON: Yes, sir. I believe this is what Mrs. Cockrell was asking about a little while ago. In other words, if there is going to be a carnival over here, there will be none over there at HemisFair Plaza, it will be the amusement rides he has there, because of the fact that carnival concessions are not going to go in there, because they prefer to have it on the streets, they can do more for themselves.

DR. NIELSEN: On the other hand, if there are 50 rides available and there is only three hundred and some thousand square feet available, if the City really gets behind and promotes this whole concept of Fiesta Week, there'll be enough for everybody and some of the rides can go over there; they can make just as much money.

MR. LEON: May I make a suggestion in that regard, Dr. Nielsen, and that is if this is the case, let's start now and plan for next year.

DR. NIELSEN: That's exactly what the Fiesta Commission said in the last paragraph in its letter. I'm sorry that we had thought last fall that we wouldn't be faced with this situation as we have been the last several years and unfortunately for whatever reasons,

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we don't plan that well. You're right and I hope that the Fiesta Commission is fully on notice and will live up to the intent of that last paragraph in that letter.

MR. LEON: And in regards to all people concerned, we're here two days before these things have been planned that have been set up for quite some time. Be that as it may, are we not rushing to judgment by here, two days before cancelling our previous ordinance, cancelling our contract and frankly, incurring legal responsibilities, not only for the City, but also for the Fiesta Commission, based upon the previous contract that the City had with the Fiesta Commission...and you're then going back on that.

DR. NIELSEN: No, the Fiesta Commission has waived it's obligation. They said we can't hold....

MR. LEON: But their waiver came after they executed a contract at the time that their rights were in full force and effect.

MRS. COCKRELL: Which of those contracts are you referring to? I thought they had two contracts.

MR. LEON: I'm talking about the contract with the City with the Fiesta Commission, which is an ordinance.

MRS. COCKRELL: I see.

MR. LEON: That's the one I'm referring to. I don't believe that that ordinance has been revoked. I believe it's still valid.

MR. TORRES: Is that ordinance authorizing the exclusive agreement between the Fiesta Commission to authorize the exclusive use of any part of the City facilities?

MR. LEON: To use the term public facilities, City facilities, I don't want to misquote. I'm sure that you'd have a copy of that, Mr. Torres. In my understanding, it says that the City of San Antonio will not lease, rent or permit the use of City-owned facilities or public streets during Fiesta Week, 1970, for any Fiesta-type event without prior approval in writing of the Fiesta Commission.

MR. TORRES: Not authorizing exclusive carnival agreement, you're saying?

MR. LEON: I don't know. I think so, as a lawyer.

MR. TORRES: I disagree with you.

MR. LEON: Well, certainly. That's what makes lawsuits.

MR. BURKE: Mr. Mayor, there is so much discrepancy in the offer contained in this contract presented today and the information that I had as a member of that Fiesta Committee that it's going to be necessary for me to change my vote on that committee and I would like to move a substitute motion that the Council reject both bids and that HemisFair Plaza admission charges be eliminated during Fiesta Week.

REV. JAMES: I second that motion. That accomplishes the unity Mr. Torres was talking about. That makes one place. It gets all of us together and leaves HemisFair involved.

DR. NIELSEN: Let me remind, Mr. Mayor, Rev. James, in particular, that there has never been anywhere that I know of publicly or perhaps, certainly not publicly, maybe privately, but publicly HemisFair is not the carnival and HemisFair is not Fiesta Week and we've got a responsibility to offer to every segment of this community and it's just a guise, I think, to call it disunity, to offer facilities and possibilities for people to enjoy Fiesta wherever we can, legally, and we can do it legally. The Fiesta Commission has said we cannot accept, that we cannot meet the condition that you've asked us to and let's remember too, that the Fiesta Commission is working with us. We're not working for the Fiesta Commission and I have to speak against the motion. I think there is enough valid data. The whole thing has been hinged, Mr. Burke, upon, from the very beginning, upon a basic 7¢ a square foot. It has always been the options that only depending on how much land is available and I don't see anything's changed.

MR. BURKE: I'm sorry, Doc, but you were not at these committee meetings.

DR. NIELSEN: That's the report I've gotten.

MR. TORRES: Of course, what did transpire at the committee meetings was conveyed to Dr. Nielsen and he and I were in constant touch during the entire course of these committee meetings and he did attend the general sessions of the Council when these, when what was behind the action of the Council was taken. He did attend the Council meetings, so I don't think there is anything that the committee knew that other members of the Council did not know, certainly a committee is to investigate the matter and report to the, all the members of the Council, and this is what has transpired in this matter. I don't think there is anything that was unique, any knowledge that was unique to the committee that was not conveyed to the other members of the Council.

DR. NIELSEN: If you have such knowledge, Mr. Burke, you should make it known.

MR. TORRES: Frankly, Mr. Mayor, there is some new matters that have been introduced this morning. I, perhaps it's not the proper procedure, but I'd like to ask the Council to recess for ten or fifteen minutes. I want to consider privately and I'm not, I'm, me just by myself, and perhaps the other Council members, want to think about this for ten or fifteen minutes, but I've got to consider this contract in light of the motion that's just been presented here this morning. I need about ten or fifteen minutes to study the various matters that have been brought up. I don't know that I could go into this without considering the impact of what Mr. Burke has mentioned and this contract. I want to study it further.

DR. CALDERON: Mr. Mayor, we have been discussing this for the past hour and all of us are in the same position as Mr. Torres and I personally feel that we can discuss it enough, the motion has been made and has been seconded and I call for the question.

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MAYOR McALLISTER: I'd like to ask Mr. Henckel one question, please. Is there any reaction or any comment that you care to make with reference to the motion. Now, this is unusual, but in view of the fact that we have been getting revenue from the HemisFair area and now we are going to open it for a week without revenue, can we, is our budget such that we can take care of that satisfactorily?

CITY MANAGER HENCKEL: Mr. Mayor, whatever the Council desires, I'll certainly do. I might make this comment. That the security in a free area is more expensive than it is in a paid area. So, if it's free, we will have additional security costs. However, the use of the facilities, we have more people and we receive more money from our concessionaires; all of the concessionaires, not just the carnival, that it could easily offset costs.

REV. JAMES: Offset costs. That's right.

CITY MANAGER HENCKEL: I'm in full agreement with the Council's resolution.

MAYOR McALLISTER: Mr. Walker, I want to ask you if you're familiar with the situation, what's been discussed and the ordinances and so on, are we in any way taking an action that places us legally liable, in your opinion?

CITY ATTORNEY WALKER: Mr. Mayor, of course, that's always a speculative matter. Now, an attorney has appeared before you this morning representing an individual and has stated that in his opinion he feels that litigation would lie. There is no question but what litigation would lie. Now, I do not know whether he is also contending that with that litigation he would attempt to collect damages individually from the Council members. I do not know whether he would intend to go that far with such a lawsuit. But, obviously, the City could be sued. Whether or not it would be, I have no way of knowing.

MAYOR McALLISTER: I see.

MR. TORRES: Mr. Mayor, in the interest of promoting unity, throughout the year, which Rev. James has advocated and which, and to go along with Mr. Burke's motion, which is to eliminate for one week, as I understand it, is that right,..(Someone said - a week or ten days)..the admission fee at HemisFair Plaza and in order to avoid the police problems that we've talked about and that are anticipated and which Mr. Leon says in a public facility are such a problem during Fiesta Week and with the big crowds that we have during Fiesta Week and if the Council would seek to go along with the ideas that have been proposed here this morning, then I think I'm going to offer a substitute that we eliminate the admission fee at HemisFair Plaza the entire year around, every day of the year and secondly, that in view of the police problem and the health problem and safety problem, that no additional rides and events be admitted into HemisFair Plaza than those which are there today. I make that substitute, Mr. Mayor.

DR. NIELSEN: I second.

MRS. COCKRELL: What was the second part of that mean?

MAYOR McALLISTER: No additional rides be installed by Lane or anyone else at HemisFair.

MR. TORRES: I'm interested....

MAYOR McALLISTER: It's been made and seconded.

MR. TORRES: I'm interested, Mrs. Cockrell, in the presentation that was made here this morning. I was overwhelmed and impressed with it to the point that I want to carry this to its logical conclusion.

MAYOR McALLISTER: Well, okay, I think everybody understands the motion.

CITY CLERK: Is there a second?

MAYOR McALLISTER: Yes, it was seconded by Dr. Nielsen. Call the roll.

CITY CLERK: Mrs. Cockrell - I'm strongly in favor and have been for a long time of removing the admission fees to HemisFair Plaza. I'm a little mixed up about the second part.

MR. TORRES: Let me ask you this, if I remove the second part of that, does this eliminate the confusion in your mind? Okay, I remove the second part.

MRS. COCKRELL: I vote then in favor of a motion to remove admission fees to HemisFair Plaza.

MR. TORRES: Throughout the entire year?

MRS. COCKRELL: Yes.

DR. CALDERON: In that case, I would like to discuss the motion, Mr. Mayor, since it is now basically a new motion. I don't think that we can really intelligently act on the motion at this time. We have made plans insofar as a gradual development of the fairgrounds. We have not had the benefit of a first year's experience insofar as our \$220,000 investment for this year's improvements on the fairgrounds. I think that Mr. Torres' move is strictly a political move, one of trying to better the motion that Mr. Burke made. It was a strictly, a political move and I don't think that we should act in that manner. We need to act responsibly. Everything that we act upon must be based on sufficient research and sufficient discussion, so I feel that insofar as the issue of not having an admission charge year-round, I think that the idea itself has been prompted by Mrs. Cockrell on several occasions and we never have really discussed it in detail and I think that we need to, but I do think that we need to set time aside to discuss it and then, based on thorough discussion and thorough research, then we can act intelligently on that point.

REV. JAMES: I agree with Dr. Calderon wholeheartedly. I think it's ill-advised; I think it's ill-timed; I think it's impetuous; and I think it's out-of-order.

DR. NIELSEN: Mr. Mayor, may I direct a question to Dr. Calderon? In terms of research, do you have any idea what the contract reads like, that Mr. Lane has with the City at this moment? Do you know what it calls for, what he must provide, what we stand responsible for, how much of it we underwrite, what our percentage is, are you familiar with all these things? You have before you, clearly spelled out, a document that, in terms of what Mr. Love and his group have proposed and we don't have such a document with Mr. Lane.

MAYOR McALLISTER: Oh, yes. Mr. Henckel can give you a statement.

DR. NIELSEN: Well, but we don't have it here and therefore, how do we really know what we're signing?

MR. TORRES: In any event, Mr. Mayor, the statement has been made that I was acting impetuously and what I was trying to, here a few minutes ago, Mr. Mayor, I asked for a ten or a fifteen minute recess, so that I could go back and look at the budget and so that I could go back and examine the total impact of the motion to eliminate this admission fee at HemisFair Plaza for ten days. I certainly wouldn't refer to Mr. Burke's motion as being made impetuously. I see in your thinking, Dr. Calderon, in the statements that you have made, a certain duplicity. You know, I've always thought that what was good for the goose was good for the gander. You will come up with a motion and you don't. You come up with a motion that you will support and I have asked for a ten or fifteen minute recess to try to be introspective about the motion and tried to examine it in every detail and to try to see what the economic impact is going to be of that motion and you ask for an immediate vote on it and yet, at this point, when I come up with a substitute, you are saying that it is impetuous to bring it up at this time.

REV. JAMES: Mr. Mayor, there is all the difference in the world in waiving that 25¢ for one week or ten days and waiving it for an entire year.

MR. TORRES: Well, you are talking about the one week - the busiest one week in the year and we are not considering that we are undertaking Mr. Lane's obligations during this one week. We are not considering that we are underwriting his expenses.

MAYOR McALLISTER: Any further discussion is out of order.

MR. HILL: What's the motion? I don't even know what the motion is.

CITY CLERK: The motion is a substitute motion that admission fees at HemisFair Plaza be eliminated throughout the entire year.

MAYOR McALLISTER: Okay.

CITY CLERK: Mrs. Cockrell - Aye; Dr. Nielsen - Aye; Mr. Trevino - No; Mr. Torres - Aye; Mayor McAllister - No; Rev. James - No; Mr. Burke - No; Dr. Calderon - No; Mr. Hill - No.

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CITY CLERK: The motion fails.

MAYOR McALLISTER: That was a substitute for the original motion. Next item is a call for the original motion.

MR. TORRES: I have a second substitute, Mr. Mayor, which is that we confine, in the interest of public safety, at HemisFair Plaza, that we confine the rides and activities and events that have been scheduled to what is presently at HemisFair Plaza, sir.

DR. CALDERON: It would be....

MAYOR McALLISTER: Present that motion after the next motion, after the present motion is acted upon. All right, is there a second?

MR. TORRES: I offered a substitute.

DR. NIELSEN: It's been seconded.

MAYOR McALLISTER: All right. You offered a substitute. Is there a second?

DR. NIELSEN: I second it.

MAYOR McALLISTER: All right, Vote on the substitute. Call the roll.

CITY CLERK: The motion, as I understand it, Your Honor,....

MAYOR McALLISTER: Is that Mr. Lane cannot increase the number of rides that he has there now. That's all.

CITY CLERK: Right. Dr. Nielsen - Aye; Mr. Trevino - No; Mr. Hill - No; Mr. Torres - Aye; Mayor McAllister - No; Dr. Calderon - No; Mr. Burke - No; Rev. James - No; Mrs. Cockrell - No. The motion fails, Your Honor.

MAYOR McALLISTER: All right.

MRS. COCKRELL: May I ask one question? Was Mr. Trevino's vote no?

MAYOR McALLISTER: Yes.

MRS. COCKRELL: I see. Then, you are in favor of the City being in the carnival business?

(Response to the question is unreadable on the tape.)

MRS. COCKRELL: I just wanted to clarify your position.

MAYOR McALLISTER: All right. Now, we'll have the vote on the original motion.

CITY CLERK: The motion, Your Honor, is to reject both bids and that HemisFair admission charges be eliminated, as I have it, for one week.

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MAYOR McALLISTER: That's right.

MR. BURKE: During Fiesta Week.

MR. TORRES: Would you state the motion again, please.

CITY CLERK: The motion is to reject both bids and that HemisFair admission charges be eliminated for Fiesta Week.

MAYOR McALLISTER: You mean both bids for carnival on the west side.

CITY CLERK: I'll make that both carnival bids.

MAYOR McALLISTER: Okay, call the roll.

CITY CLERK: Mr. Trevino - Aye; Mr. Hill - Aye; Mr. Torres - I am going to vote No. I am in favor of part of the motion, which is to eliminate the admission fee at HemisFair Plaza, but I am not in favor at this time of eliminating or of rejecting the bids, which have been presented; Mayor McAllister - Aye; Dr. Calderon - Aye; Mr. Burke - Aye; Rev. James - Aye; Mrs. Cockrell - Aye; Dr. Nielsen -

MAYOR McALLISTER: Vote - No.

DR. NIELSEN: Speak for yourself, Mayor. I haven't voted yet, Mr. Mayor.

MAYOR McALLISTER: We're waiting.

DR. NIELSEN: Good. This is an interesting kind of a situation, isn't it, Dr. Calderon. This is an interesting kind of a reversal on the part of, certainly, Mr. Burke. I'm certainly not aware maybe of something that he knows. If there was something that the committee considered that did not become knowledge at the last Council session, I think it's a prerogative of the Mayor and this committee to make it known to the members of the Council. If you choose not to do it publicly, that's something else. But that kind of information should be made available.

MAYOR McALLISTER: Dr. Nielsen, I'm sorry, but you're out of order.

DR. NIELSEN: Thank you, Mr. Mayor, and the imperative is that we, in terms of the unity in developing some kind of a community spirit, Mr. Mayor,....

MAYOR McALLISTER: I said that you are out of order. There is no further discussion on this subject. How do you vote?

DR. NIELSEN: I am getting ready to vote, Mr. Mayor. And I'll do so. That is exactly what I am doing. I can take just a moment to explain this situation, I hope, to the clarity of some people. And that is, is the City going to be responsible for Fiesta or is the HemisFair Advisory Committee going to be responsible for Fiesta Week or is the Fiesta Commission or is Mr. Lane or just who? It still seems to me it falls upon the shoulders of this Council to be responsible for Fiesta Week and if we abrogate that duty as it appears that we are doing now,

we are just taking one more step back in the Dark Ages, as you say from time to time, Mr. Mayor, and I vote No.

MRS. COCKRELL: Mr. Mayor, I would like to add just one additional statement. While I voted Aye on the motion in the interest of actually unity at this point and moving forward with our Council, I still wish to register the fact that I think that some of the procedures that have been followed in this matter are open to serious question. I have a number of questions in my own mind about the order of events. I am seriously considering them all, because I think that many of these things that have happened have not been in the interest of a complete public confidence in the proceedings. And so I do want to make that additional statement.

MR. BURKE: Mr. Mayor, I would like to make an additional motion. In view of the events that have taken place during the past two weeks relative to Fiesta, I move that the Council look favorably upon a second carnival during Fiesta Week of 1971.

MR. TORRES: Of course, Mr. Burke well knows, Mr. Mayor, that our committee is going to remain active. He's on that committee and Mrs. Cockrell and Mr. Burke and I have already agreed to continue meeting. We recognize that we have problems and the manner in which this was handled this year, we've got to accept those problems and we've got to accept the fact that we are going to have to reevaluate the status of the Fiesta Commission, Mr. Mayor, and the manner in which they did go into two contracts. I'd like to add, Mr. Burke, that since our committee is still authorized to continue in existence, as I understand it, and with that authority, Mr. Mayor, we have discussed procedures amongst the committee, which at least we discussed the idea of continuing to meet, so that we can avoid these entanglements. Certainly, next year and for the years to follow, so that, Mr. Burke, in view of the fact that we have discussed continuing to meet, I would like to ask if you can abate your motion, sir?

MR. BURKE: I will be happy to withdraw the motion and I would like, for the benefit of that committee, to have an indication from this Council that they would look favorably upon a carnival next year. It's useless for that committee to work on one or indicate that they would like to have one and then have it overturned by the Council. That's the only purpose. I'll withdraw it and we'll present it later. I'd like to have that indication while this is fresh on everyone's mind.

DR. NIELSEN: Here's the only real carnival operator we've got in here.

MR. JIMMY JOHNSON: Your Honor, Gentlemen of the Council. I think that you all have been sitting up here and discussing something that you have in town. I don't think you have a better amusement park any place in America. You have bigger ones, yes. But not one that has more opportunity to progress than we have. You are voting against private industry when you talk about either the HemisFair or the carnival. Emphatically, I am against the HemisFair, too. I don't think it is a place to put in and finance by the City, as I think the records will show. The \$15,000 don't amount to a whole lot down there. I

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operated down there. I think I studied that place more than anybody else in the City of San Antonio. I think I understand the amusement business better than those who were here talking to you. Here I have a place and here you are all talking just as much as if there wasn't a Playland Park in San Antonio. You haven't given me one bit of consideration. You are always worrying about what you can do with other people who don't stay and take care of their own businesses at any time. It's run and booked in. I own everything at Playland. I own the ground. I even give the City some that you don't know about. I widened Josephine Street for you. But I've done my end in here and I think I'm due a little consideration of this Council as to when it comes to this amusement business whether it be HemisFair or whether it be on private or City-owned property. I don't think it's the place that the City has the right to go in and compete with private industry. If you want Playland out, say so. I'll close up. I've never made a dime in the 28 years I've been in it. Some of you men sitting here have seen statements of my place. You know it. I've worked free for 28 years and put out of my pocket every year to keep Playland going. And there's men sitting right up here that have looked at my books and know what I say is true. And they're Internal Revenue statements. I just ask you to consider something that I think is, maybe it isn't an asset. Maybe I'm running a dump. Maybe I should run a rag-bag carnival like you're talking about. Maybe that's what you want. Maybe you don't want what I got. I'd like to hear an expression from all of you. Cause I'm getting sick and tired of trying to do something for San Antonio and the people talking about to entertain the orphans. I've done it for 28 years up to this year. But because of your action, this is the first year the orphans will not be at Playland. I'm tired of carrying the load for you people. Thank you.

DR. CALDERON: Mr. Mayor, still on the subject of the Fiesta Week, I'm still very much concerned about this particular contract to enter into between Mr. George Lane and the Fiesta Commission, wherein Mr. Lane agrees to pay either \$5,000 or 5% of the gross to the Commission. This contract here is really tantamount to protection insurance. I don't feel that Mr. Lane should be forced to pay this amount to the Commission. I would, therefore, at this time, would move that the Commission be instructed to make this contract with Mr. Lane null and void.

MRS. COCKRELL: If that contract is made null and void, wouldn't their contract with Mr. Love still be existent?

DR. CALDERON: Well, of course, in the absence of Council authorization, the Love contract would, in essence, be null and void, because it will be lacking Council ratification. For this is an agreement between Mr. Lane and the Fiesta Commission with regards to the existing operation on the fairgrounds, which is an operation legal under the contract that Mr. Lane has with the City of San Antonio.

MAYOR McALLISTER: Mr. Lane, you're here. Do you care to make a statement about that? I'm sure you've just looked on that accepting the existence....

MR. LANE: Well, I figure I'd honor this. I've been working with the Fiesta Commission since November too. I knew they were in financial trouble and I also honor their contract with the Fiesta Commission.

MR. TORRES: Well, of course, I'm....

DR. CALDERON: In other words, if you want to do it voluntary, this is fine, but I don't think that you should be forced to do it. I mean, this is my point. I don't think that you....

DR. NIELSEN: Who's forcing him?

DR. CALDERON: Huh?

DR. NIELSEN: Who's forcing him?

DR. CALDERON: This....

DR. NIELSEN: The Fiesta Commission. Right?

DR. CALDERON: I know, but the fact remains that this is a contract that I assume that legally Mr. Lane is liable for, because he signed a bona fide agreement here that would hold up in court.

MR. TORRES: Mr. Walker, do you know of any other similar contract that the Fiesta Commission has gone into, of this nature, where they pay a percentage of the gross from the use of City property?

CITY ATTORNEY WALKER: No. As a fact, I didn't know about this one until this minute. I wish you had brought it to my attention.

MR. TORRES: And what do you, what is the status, the legal status of this contract? Would you be in a position to give us your opinion right now?

CITY ATTORNEY WALKER: Not without being able to review it.

MR. TORRES: Based on your expertise, your knowledge of the law, your many years of experience in dealing with contracts of this nature and as the City Attorney of San Antonio....

MR. LEON: Mr. Torres, on behalf of Mr. Lane, with regards to whether the contract is legal or not, this is what he wanted to do in order to assist the Fiesta Commission in order to assist the Fiesta Week.

MR. TORRES: I'm not concerned with that right now. What I'm concerned about is revenues going to the Fiesta Commission, which rightfully belong to the City of San Antonio. This is what I'm talking about. It's a legal matter.

MR. LEON: He's not talking about, he's talking about out of his shares.

MR. TORRES: I'm talking about, Mr. Mayor, I'm seeking an opinion from our City Attorney....

MAYOR McALLISTER: Okay.

MR. TORRES: Would you be able to tell me, Mr. Walker, if revenues are going, revenues that belong to the City of San Antonio, for the use of City properties, properties that belong to the City of San Antonio, could you say that these are revenues of the City of San Antonio, that are going to the Fiesta Commission and what is the legality of that, sir?

CITY ATTORNEY WALKER: Not without a review of the contract, I wouldn't even attempt it.

MR. TORRES: When can you have a review ready for the Council?

CITY ATTORNEY WALKER: Just whenever I can get to it.

MR. TORRES: Well, now when do you suppose, Mr. Walker, recognizing that you're a busy man, when do you suppose....

CITY ATTORNEY WALKER: I'm glad you recognize it.

MR. TORRES: I do recognize it. Now, could I have an answer to my question, Mr. Walker?

CITY ATTORNEY WALKER: I told you, Mr. Torres, whenever I get to it, you'll get an answer.

MR. TORRES: Do you have any idea, Mr. Walker, when....

CITY ATTORNEY WALKER: I do not.

MR. TORRES: You have no idea when you might get to it? Mr. Mayor, I think that if, as a member of this Council, that I have to rely on the opinions of a Legal Staff and the assistance of the Staff of the City Manager and frankly, I think that, as a member of the Council, has prompted me not to be able to get an answer as to when I can get an opinion or action taken by a member of the City Staff on something that I think that as a member of the City Council I am entitled to.

MAYOR McALLISTER: Mr. Walker, we hold our next meeting next Thursday. Would you endeavor to give us an opinion about it by that time?

CITY ATTORNEY WALKER: Certainly.

MAYOR McALLISTER: All right. Okay. What say, does the Council want to take any action or is it....

CITY CLERK: We don't have a second on that motion.

MAYOR McALLISTER: On what motion?

CITY CLERK: On Dr. Calderon's

DR. CALDERON: Well, I'll withdraw my motion pending the City Attorney's review and study of the Fiesta contract.

MAYOR McALLISTER: All right.

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70-17 The Clerk read the following letter:

April 10, 1970

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.

4/10/70

Petition of Collier Mitchell,
1302 Hays, requesting that a
street light be installed at
the intersection of St. James
and Canadian Streets.

4/9/70

Petition of Eugenio Bustamante
and Del Gene Corporation, DBA
Border Fence Company, 1334 S.
Gen. McMullen Drive, appealing
the action of the Director of
Housing & Inspections in
refusing to grant him a home
improvement contractor's license
and requesting a hearing before
the City Council.

/s/ J. H. INSELMANN,
City Clerk

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There being no further business to come before the Council,
the meeting was adjourned.

A P P R O V E D

W. M. Medister
M A Y O R

ATTEST:

G. T. Jackson
Asst City Clerk

April 16, 1970
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