

AN ORDINANCE 29, 510

AUTHORIZING PAYMENT OF \$1,250.00 OUT OF GENERAL FUND ACCOUNT NO. 50-03-01 TO HARRY M. YARBOROUGH AND HIS ATTORNEY, ADRIAN SPEARS, IN FULL AND FINAL SETTLEMENT OF CAUSE #F-117,668, FILED IN THE 131ST DISTRICT COURT OF BEXAR COUNTY, TEXAS.

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

- 1. Payment of the sum of \$1,250.00 to Harry M. Yarborough and his Attorney, Adrian Spears, in full and final settlement of Cause No. F-117,668, filed in the 131st District Court of Bexar County, Texas, is hereby authorized.
- 2. PASSED AND APPROVED this 31st day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 511

APPROPRIATING \$42,500.00 FOR DEPOSIT WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, AS THE AWARD IN CONDEMNATION FOR LAND ACQUIRED IN CONNECTION WITH THE ENLARGEMENT OF LOOP #13; AND MANIFESTING AN AGREEMENT WITH THE OWNERS THEREOF THAT \$12,500.00 WILL BE PLACED IN ESCROW UNTIL FINAL JUDGMENT IS ENTERED IN SAID CONDEMNATION PROCEEDINGS.

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

1. \$42,500.00 is hereby appropriated out of Street Right-of-Way Purchase Bonds (1957 Series) Fund No. 479-12, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Beno Demel, Elsie Demel, Catholic Life Insurance Union, Bexar County National Bank, City of San Antonio, Bexar County Tax Collector, and Northeast Independent School District for 0.348 of an acre of land, more or less, in NCB 12179 in the City of San Antonio, same being out of and a part of that certain 1.77 acre tract of land out of the D. J. Davis Survey No. 103, Abstract No. 208, County Block 5029 and the J. G. Miller Survey No. 103 1/2, Abstract No. 532, County Block 5474, in Bexar County, Texas, which 1.77 acre tract was conveyed to Beno Demel and wife, Elsie Demel, by deed dated August 5, 1955, of record in Volume 3741, Page 251, Deed Records of Bexar County, Texas, said sum being the amount of the Commissioners' Award in the condemnation proceeding, State of Texas, et al vs. Beno Demel, et al.

2. It is hereby agreed and understood that Defendants, as consideration for the City's depositing the full \$42,500.00 award at this time, will place \$12,500.00 of this award on deposit in escrow in an account at San Antonio Savings and Loan Association, San Antonio, Texas, with Stewart Title and Guaranty Company named as trustee thereof, pending a jury trial in the County Court of Bexar County, which trial will determine the market value of the subject property. In the event that the trial court reduces the aforementioned award, the City will be entitled to that portion of the \$12,500.00 in escrow necessary to comply with the Jury's verdict. If the amount of the reduction of the award is greater than \$12,500.00, all of the monety held in escrow will be collected by the City, and the Defendant Beno Demel agrees to pay any amount over \$12,500.00 necessary to comply with the jury's verdict. If the jury increases the amount that must be paid to the Defendatns, the Defendants may withdraw the \$12,500.00 held in escrow and the City will pay the Defendants the additional amount over \$42,500.00. Provided that nothing herein shall be construed to alter or as a waiver of either party's right to appeal from final judgment or order of the trail court.

- 3. PASSED AND APPROVED this 31st day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

- 4. ACCEPTED in all things by the undersigned this 30th day of May, 1961.

/s/ Beno Demel

/s/ Elsiè Demel

AN ORDINANCE 29,512 ✓

AMENDING SECTION 34-8 OF THE CITY CODE TO INCLUDE PROVISIONS FOR THE REMOVAL AND STORAGE OF SIGNS VIOLATING CHAPTER 34 OF THE CODE; PROVIDING FOR RETENTION OF SUCH SIGNS BY THE CITY UNTIL ALL COSTS OF REMOVAL AND STORAGE HAVE BEEN PAID; PROVIDING FOR DISPOSAL OF SUCH SIGNS AS REMAIN UNCLAIMED OR FOR WHICH COSTS OF REMOVAL AND STORAGE HAVE NOT BEEN PAID AFTER THIRTY (30) DAYS; AND DECLARING AN EMERGENCY.

* * * * *

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

1. Section 34-8 of the City Code is hereby amended to read as follows:

"Section 34-8. When sign held to be nuisance.

"Any sign, erected, altered, used or maintained in violation of this chapter shall constitute a public nuisance, and if the owner fails to remove same within five (5) days after being notified to do so, it may be summarily removed by the City at the expense of the owner or of the person erecting, using or maintaining it. Any such sign so removed shall be stored or impounded and shall not be returned to the owner until all charges for removing and storing same shall be paid. Provided, however, that if such sign remains unclaimed for a period of thirty (30) days after its removal, or if the costs of removal and storage are not paid within such thirty-day period, the City may, after five (5) days' notice to the owner thereof, if the owner is known, destroy, sell, or otherwise dispose of same."

2. Whereas, an emergency is apparent for the immediate preservation of order, good government and public safety that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by a vote of at least six members of the City Council, it shall be effective from and after the date of its passage as made and provided by the Charter of the City of San Antonio.

3. PASSED AND APPROVED this 31st day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,513

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1394) The re-zoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Tract 1, NCB 10979

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 7th day of June, A.D, 1961.

WALTER W. McALLISTER, Mayor

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 514

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1472) The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: Lot 3, NCB 10755.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 7th day of June, A.D., 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 515

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1481) The re-zoning and reclassification of property from "B" Residence District to "JJ" Commercial District as follows: Lot 21, NCB 10594

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 7th day of June, A.D., 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 516

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1486) The re-zoning and reclassification of property from "A" Residence District to "D" Apartment District as follows: Lot 51, NCB 8411.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 7th day of June, A.D., 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 517

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1493) The re-zoning and reclassification of property from "F" Local Retail District to "E" Office District as follows: Lot 28, NCB 10228

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 7th day of June, A.D., 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 518

ACCEPTING THE LOW BID OF J. C. TRUEHEART FOR THE CONSTRUCTION OF THE SEWER LINE EXTENSION AT INTERNATIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AND AUTHORIZING PAYMENT OF \$4,055.45 OUT OF FUND #801, INTERNATIONAL AIRPORT REVENUE FUND TO J. C. TRUEHEART IN CONNECTION THEREWITH.

* * * * *

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

1. The low bid of J. C. Trueheart in the amount of \$4,055.45 for the construction of the sewer line extension at International Airport using concrete pipe is hereby accepted.

2. The City Manager is hereby authorized to execute the standard City construction contract with J. C. Trueheart for the work of the project outlined in Paragraph 1 above.

3. The contract is attached hereto and made a part hereof.

4. Payment of \$4,055.45 from Fund #801, International Airport Revenue Fund, to J. C Tureheart for the work of the contract mentioned in Paragraph 2 above, is hereby authorized.

5. PASSED AND APPROVED this 7th day of June, 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 519

AUTHORIZING AND CONSENTING TO AN ASSIGNMENT OF
A LEASE BETWEEN THE CITY OF SAN ANTONIO AND TRIM-AIRE
CORPORATION TO MERCANTILE BANK & TRUST COMPANY.

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

1. The City of San Antonio hereby consents to the assignment by Trim-Aire Corporation to Mercantile Bank & Trust Company of the lease executed between the City of San Antonio and Trim-Aire Corporation, on April 28, 1960, concerning premises at International Airport for the purpose of financing capital improvements on the leased premises at International Airport.

2. PASSED AND APPROVED on this 7th day of June, 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

A RESOLUTION

DIRECTING THE CITY CLERK TO ADVERTISE FOR THE SALE
OF \$2,000,000 WATER REVENUE BONDS, SERIES 1961, AND
\$1,500,000 INTERNATIONAL AIRPORT REVENUE BONDS, SERIES
1961, OF THE CITY OF SAN ANTONIO, TEXAS.

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

1. The City Clerk is hereby directed to advertise for bids for the sale of \$2,000,000 Water Revenue Bonds, Series 1961, to be issued by the City of San Antonio for the purpose of providing funds for enlarging and extending the water system of the City of San Antonio.

2. The City Clerk is hereby directed to advertise for the sale of \$1,500,000 International Airport Revenue Bonds, Series 1961, to be issued by the City of San Antonio for the purpose of providing funds for enlarging, extending and improving the International Airport.

3. Said advertisements shall be accomplished by the publication of the "Official Notice of Sale", attached hereto as Exhibit A, pertaining to the Water Revenue Bonds; and Exhibit B attached hereto, pertaining to the International Airport Revenue Bonds. Said publication shall be made one time in the "Commercial Recorder", of San Antonio, Texas.

4. The City Manager is hereby authorized to publish such notice in such other media as he may deem advisable.

5. PASSED AND APPROVED this 7th day of June, 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 520

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SAN ANTONIO MACHINE & SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH CERTAIN REINFORCING WIRE FOR A TOTAL OF \$8,481.60.

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

- 1. The attached low qualified bid of San Antonio Machine & Supply Company, dated May 31, 1961, to furnish the City of San Antonio, Department of Public Works with 456,000 square feet of domestic reinforcing fabric for a net total of \$8,481.60 is hereby accepted.
- 2. Payment to be made from General Fund, Department of Public Works, Account No. 09-04-11.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 7th day of June, 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29,521

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MIKE PERSIA CHEVROLET, INC. TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN CAB AND CHASSIS FOR TOTAL OF \$30,391.56

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

- 1. The attached low qualified bid of Mike Persia Chevrolet, Inc. dated June 7, 1961, to furnish the City of San Antonio, Department of Public Works (Special Projects) with certain truck cab and chassis for a total of \$30,391.56 is hereby accepted.
- 2. Payment to be made from 1-01 General Fund, Department of Public Works, Account No. 09-02-10.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 7th day of June, 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 522

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MIKE PERSIA CHEVROLET, INC. TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH CERTAIN MOTOR VEHICLES FOR A TOTAL OF \$44,371.58

* * * * *

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

- 1. The attached low qualified bid of Mike Persia Chevrolet, Inc. dated June 7, 1961, to furnish the City of San Antonio, Police Department with certain motor vehicles for a total of \$44,371.58 is hereby accepted.
- 2. Payment to be made from 1-01 General Fund, Police Department, Account No. 07-05-01.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 7th day of June, 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 523

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF PAK-MOR MANUFACTURING COMPANY TO FURNISH THE CITY OF

SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS
WITH NINE REFUSE COLLECTION UNITS FOR A
TOTAL OF \$23,365.44

* * * * *

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

1. The attached low qualified bid of Pak-Mor Manufacturing Company, dated May 30, 1961, to furnish the City of San Antonio Department of Public Works with nine Pak-Mor AF Model Standard 16 cubic yard refuse collection units for a total of \$23,365.44, net is hereby accepted.
2. Payment to be made from 1-01 General Fund, Department of Public Works, Account No. 09-02-10.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 7th day of June, 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 524 ✓

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF
HUNTER-HAYS ELEVATOR COMPANY FOR THE CONVERSION
OF ONE ELEVATOR, PURCHASE OF ONE NEW ELEVATOR
FOR CITY HALL BUILDING FOR THE SUM OF \$48,860.00

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

1. The attached low qualified bid of Hunter-Hayes, Elevator Company, dated May 31, 1961, to convert one elevator and for the purchase of one new elevator for the City Hall Building for a total of \$48,860.00, less 1%-10 days is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-07-05, Contingency Account, Object Code 5-08.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 525

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF TEX-
VIT MANUFACTURING COMPANY TO FURNISH THE CITY OF
SAN ANTONIO WITH ONE PNEUMATIC EJECTOR SEWAGE LIFT
STATION FOR A TOTAL OF \$4,650.00

* * * * *

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

1. The attached low qualified bid of Tex-Vit Manufacturing Company, dated June 1, 1961, to furnish the City of San Antonio Non-Departmental (Low Cost Housing Area - Stinson Homes) with one pneumatic ejector Sewage lift station for a total of \$4,650.00, less 1/2% - 10 days is hereby accepted.
2. Payment to be made from General Fund 1-01, Non-Departmental, Account No. 09-19-01.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 526

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF
CARPENTER PAPER COMPANY TO FURNISH THE CITY
OF SAN ANTONIO WITH CERTAIN OFFSET PAPER FOR
A TOTAL OF \$1,337.70.

* * * * *

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

1. The attached low qualified bid of Carpenter Paper Company, dated June 9, 1961, to furnish the City of San Antonio, Department of Finance, Purchasing (Central Stores) with 1,500 reams Offset paper for a total of \$1,337.70, net is hereby accepted.
2. Payment to be made from 6-01 Working Capital, Code 6-02.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,527

ACCEPTING THE PROPOSAL OF AND MANIFESTING A
CONTRACT WITH MRS. BOHNET'S BAKERY TO FURNISH
THE CITY OF SAN ANTONIO JAIL WITH ALL REQUIRE-
MENTS OF BREAD FOR THE PERIOD COMMENCING AUGUST
1, 1961 AND TERMINATING JULY 31, 1962, OR FROM
AUGUST 1, 1961 TO THE DATE WHEN THE PRESENT
CITY JAIL IS CLOSED WHICH EVER DATE IS SOONER.

* * * * *

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

1. The attached Bidders Proposal of Mrs. Bohnet's Bakery to furnish the requirements of bread for the City of San Antonio jail for the period, August 1, 1961 to July 31, 1962, or from August 1, 1961 to the date when the present City jail is closed, whichever date is sooner, is hereby accepted.
2. This ordinance makes and manifests a contract with Mrs. Bohnet's Bakery to furnish the requirements of bread for the City of San Antonio jail for the period commencing August 1, 1961 and terminating July 31, 1962, or from the period August 1, 1961 to the date when the present City jail is closed. The City of San Antonio hereby agrees to purchase all its requirements of bread from Mrs. Bohnet's Bakery during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.
3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor oral agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 528

ACCEPTING THE PROPOSAL OF AND MANIFESTING A
CONTRACT WITH APACHE PACKING COMPANY TO FURNISH
THE CITY OF SAN ANTONIO JAIL WITH ALL REQUIRE-
MENTS OF MEAT PRODUCTS FOR THE PERIOD COMMENCING
AUGUST 1, 1961 AND TERMINATING JULY 31, 1962
OR FROM AUGUST 1, 1961 TO THE DATE WHEN THE
PRESENT CITY JAIL IS CLOSED WHICHEVER DATE IS
SOONER.

* * * * *

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

1. The attached Bidders Proposal of Apache Packing Company to furnish the requirements of meat products for the City of San Antonio jail for the period, August 1, 1961 to July 31, 1962, or from August 1, 1961 to the date when the present City jail is closed, whichever date is sooner, is hereby accepted.

2. This ordinance makes and manifests a contract with Apache Packing Company to furnish the requirements of meat products for the City of San Antonio Jail for the period commencing August 1, 1961 and terminating July 31, 1962, or for the period of August 1, 1961 to the date when the present City jail is closed. The City of San Antonio hereby agrees to purchase all its requirements of meat products from Apache Packing Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

- - -
5. Accepted in all things by the undersigned this _____ day of _____ 1961.

Apache Packing Company
Rudy Reyes

AN ORDINANCE 29,529

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH DUNCAN COFFEE COMPANY TO FURNISH THE CITY OF SAN ANTONIO JAIL WITH ALL REQUIREMENTS OF COFFEE FOR THE PERIOD COMMENCING AUGUST 1, 1961, AND TERMINATING JULY 31, 1962, OR FROM AUGUST 1, 1961 TO THE DATE WHEN THE PRESENT CITY JAIL IS CLOSED WHICHEVER DATE IS SOONER.

* * * * *

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

1. The attached Bidders Proposal of Duncan Coffee Company to furnish the requirements of coffee for the City of San Antonio jail for the period, August 1, 1961 to July 31, 1962, or from August 1, 1961, to the date when the present City jail is closed, whichever date is sooner, is hereby accepted.

2. This ordinance makes and manifests a contract with Duncan Coffee Company to furnish the requirements of coffee for the City of San Antonio Jail for the period commencing August 1, 1961 and terminating July 31, 1962, or for the period August 1, 1961 to the date when the present City jail is closed. The City of San Antonio hereby agrees to purchase all its requirements of coffee from Duncan Coffee Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the city to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

Jack H. Kaufman, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

5. Accepted in all things by the undersigned this _____ day of _____ 1961.

Duncan Coffee Company
P. N. Roberts, Jr.

AN ORDINANCE 29, 530

AN ORDINANCE 29,530

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH FRED LUDERUS TIRE SERVICE TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF TIRES AND TUBES FOR PASSENGER CARS FOR A ONE-YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

- 1. The attached Bidders Proposal of Fred Luderus Tires Service to furnish the requirements of tires and tubes for passenger cars for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962 is hereby accepted.
- 2. This ordinance makes and manifests a contract with Fred Luderus Tire Service to furnish the requirements of tires and tubes for passenger cars for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of tires and tubes for passenger cars from Fred Luderun Tire Service during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.
- 3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
- 4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,531

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH W. F. LITTLETON TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF TIRES AND TUBES FOR TRUCKS AND HEAVY EQUIPMENT FOR A ONE YERA PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

- 1. The attached Bidders Proposal of W. F. Littleton to furnish the requirements of tires and tubes for trucks and heavy equipment for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962 is hereby accepted.
- 2. This ordinance makes and manifests a contract with W. F. Littleton to furnish the requirements of tires and tubes for trucks and heavy equipment for the City of San Antonio' for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of tires and tubes for trucks and heavy equipment during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein be reference.
- 3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
- 4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. Frank Gallagher
Asst. City Clerk

AN ORDINANCE 29,532

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH OLMOS BUILDING MATERIALS AND TURNER GRAVEL COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF PORTLAND CEMENT FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND

*Amended
9/27/61
Ord 29852*

TERMINATING JULY 31, 1962.

* * * * *

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

1. The attached Bidders Proposal of Olmos Building Materials and Turner Gravel Company to furnish the requirements of Portland Cement for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962 is hereby accepted, as follows:

Olmos Building Materials
Items (b) and (d)

Turner Gravel Company
Items (a), (c) and (e)

2. This ordinance makes and manifests a contracts with Olmos Building Materials and Turner Gravel Company to furnish the requirements of Portland Cement for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of Portland Cement from Olmos Building Materials and Turner Gravel Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 533

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH WADELL-CONALLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF CHAMPION SPARK PLUGS FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962

* * * * *

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

1. The attached Bidders Proposal of Wadel-Conally Company to furnish the City of San Antonio with all requirements of Champion Spark Plugs for a one year period, August 1, 1961 to July 31, 1962, is hereby accepted.

2. This ordinance makes and manifests a contract with Wadel-Conally Company to furnish the requirements of Champion spark plugs for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of Champion spark plugs from Wadel-Conally Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 534

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH T. E. POPPE AUTO SUPPLY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF A. C. SPARK PLUGS FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

- 1. The attached Bidders Proposal of T. E. Poppe Auto Supply to furnish the requirements of A.C. Spark Plugs for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962 is hereby accepted.
- 2. This ordinance makes and manifests a contract with T. E. Poppe Auto Supply to furnish the requirements of A. C. Spark Plugs for the City of San Antonio for a one-year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of A. C. Spark plugs from T. E. Poppe Auto Supply during stated contract period and incorporated herein by reference.
- 3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
- 4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 535

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH S. X. CALLAHAN TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF AUTO-LITE SPARK PLUGS FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

- 1. The attached Bidders Proposal of S. X. Callahan to furnish the requirements of Auto-Lite Spark plugs for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962 is hereby accepted.
- 2. This ordinance makes and manifests a contract with S. X. Callahan to furnish the requirements of Auto-Lite Spark plugs for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of Auto-Lite spark plugs from S. X. Callahan during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.
- 3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
- 4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 536

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH SINCLAIR REFINING COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF DIESEL FUEL FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

1. The attached Bidders Proposal of Sinclair Refining Company to furnish the requirements of diesel fuel for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962 is hereby accepted.

2. This ordinance makes and manifests a contract with Sinclair Refining Company to furnish the requirements of diesel fuel for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of diesel fuel from Sinclair Refining Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,537

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH GOLDEN WEST OIL CO. TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIPEMENTS OF NAPHTHA FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

1. The attached Bidders Proposal of Golden West Oil Company to furnish the requirements of naphtha for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962 is hereby accepted.

2. This ordinance makes and manifests a contract with Golden West Oil Company to furnish the requirements of naphtha for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of naphtha from Golden West Oil Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann

AN ORDINANCE 29,538

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH GULF OIL COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF OUTBOARD MOTOR OIL FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

1. The attached Bidders Proposal of Gulf Oil Company to furnish the requirements of Outboard Motor Oil for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962 is hereby accepted.

2. This ordinance makes and manifests a contract with Gulf Oil Company to furnish the requirements of Outboard Motor Oil for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of Outboard Motor Oil from Gulf Oil Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,539

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH SAN ANTONIO LINEN SERVICE TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF LINEN SERVICE FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

1. The attached Bidders Proposal of San Antonio Linen Service to furnish the requirements of linen service for the City of San Antonio for a one year period, August 1, 1961 to July 31, 1962 is hereby accepted.

2. This ordinance makes and manifests a contract with San Antonio Linen Service to furnish the requirements of linen service for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of linen service from San Antonio Linen Service during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,540

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH GOLDEN WEST OIL COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF KEROSENE FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

1. The attached Bidders Proposal of Golden West Oil Company to furnish the requirements of kerosene for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962 is hereby accepted.

2. This ordinance makes and manifests a contract with the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of kerosene from Golden West Oil Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,541

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH SOUTHWEST WHEEL, INC. TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF AUTOMOTIVE WHEEL PARTS & SUPPLIES FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

1. The attached Bidders Proposal of Southwest Wheel, Inc. to furnish the requirements of automotive wheel parts and supplies for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962 is hereby accepted.

2. This ordinance makes and manifests a contract with Southwest Wheel, Inc., to furnish the requirements of automotive wheel parts and supplies for the City of San Antonio for a one-year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of automotive wheel parts and supplies from Southwest Wheel, Inc. during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,542

ACCEPTING THE PROPOSAL OF AND MANIFESTING CONTRACT WITH ALAMO AUTO ELECTRIC & BRAKE COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF LEECE-NEVILLE ELECTRIC SERVICE & SUPPLIES FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

1. The attached Bidders Proposal of Alamo Auto Electric & Brake Company to furnish the requirements of Leece-Neville Electric Service & Supplies for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962, is hereby accepted.

2. This ordinance makes and manifests a contract with Alamo Auto Electric & Brake Company

to furnish the requirements of Leece-Neville Electric Service & Supplies for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of Leece-Neville Electric Service and Supplies from Alamo Auto Electric & Brake Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 543

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH ST. LOUIS SPRING SUSPENSION SERVICE COMPANY OF TEXAS TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF AUTOMOTIVE SPRING PARTS & SUPPLIES FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

1. The attached Bidders Proposal of St. Louis Spring Suspension Service Company of Texas to furnish the requirements of automotive spring parts and supplies for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962, is hereby accepted.

2. This ordinance makes and manifesta a contract with St. Louis Spring Suspension Service Company of Texas to furnish the City of San Antonio for a one year period commencing August 1, 1961, and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of automotive spring parts and supplies from St. Louis Spring Suspension Service Company of Texas during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,544

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH SANITEX WIPING CLOTH COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF WIPING CLOTH FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

1. The attached Bidders Proposal of Sanitex Wiping Cloth Company to furnish the requirements of wiping cloth for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962, is hereby accepted.

2. This ordinance makes and manifests a contract with Sanitex Wiping Cloth Company to furnish the requirements of wiping cloth for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of wiping cloth from Sanitex Wiping Cloth Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,545

ACCEPTING THE PROPOSALS OF AND MANIFESTING CONTRACTS WITH SAN ANTONIO MACHINE AND SUPPLY COMPANY AND ALAMO IRON WORKS TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF MANHOLE RINGS AND COVERS FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

1. The attached Bidders Proposals of San Antonio Machine and Supply Company and Alamo Iron Works to furnish the requirements of manhole rings and covers for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962 is hereby accepted as follows:

San Antonio Machine & Supply Company

Items 1, 2, 3, 4 and 6, 7, 8

Alamo Iron Works

Item #5

2. This ordinance makes and manifests a contract with San Antonio Machine & Supply Company and Alamo Iron Works to furnish the requirements of manhole rings and covers for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of manhole rings and covers from San Antonio Machine & Supply Company and Alamo Iron Works during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,546

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH BEAR OIL COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF BRAKE FLUID FOR A ONE-YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

1. The attached Bidders Proposal of Bear Oil Company to furnish the requirements of brake fluid for the City of San Antonio for a one year period, August 1, 1961 to July 31, 1962 is hereby accepted.

2. This ordinance makes and manifests a contract with Bear Oil Company to furnish the requirements of brake fluid for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of brake fluid from Bear Oil Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,547

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH SAN ANTONIO DEALERS TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF HORSE MEAT FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962

* * * * *

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

1. The attached Bidders Proposal of San Antonio Dealers to furnish the requirements of horse meat for the City of San Antonio for a one-year period, August 1, 1961 to July 31, 1962 is hereby accepted.

2. This ordinance makes and manifests a contract with San Antonio Dealers to furnish the requirements of horse meat for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of Horse Meat from San Antonio Dealers during stated contract period and according to the terms of the bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29, 548

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH THOMPSON HAYWARD CHEMICAL COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF LIQUID CHLORINE FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1961 AND TERMINATING JULY 31, 1962.

* * * * *

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

1. The attached Bidders Proposal of Thompson Hayward Chemical Company to furnish the requirements of liquid chlorine for the City of San Antonio for a one year period, August 1, 1961 to July 31, 1962 is hereby accepted.

2. This ordinance makes and manifests a contract with Thompson Hayward Chemical Company to furnish the requirements of liquid chlorine for the City of San Antonio for a one year period commencing August 1, 1961 and terminating July 31, 1962. The City of San Antonio hereby agrees to purchase all its requirements of liquid chlorine from Thompson Hayward Chemical Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann, Asst. City Clerk

AN ORDINANCE 29,549

AUTHORIZING PAYMENT OF THE SUM OF \$45,323.89 OUT OF SEWER RENTAL PLEDGE FUND NO. 204 TO REIMBURSE VANDERBILT HOMES, INC., IN CONNECTION WITH CONSTRUCTION OF A 36-INCH MAIN PURSUANT TO SECTIONS 36-33 THROUGH 36-40, CITY CODE, REGULATING EXTENSION OF SANITARY SEWER MAINS.

* * * * *

WHEREAS, The Director of Public Works has certified that: (a) An eight-inch main would serve the developer's Buena Vista Subdivision, Unit No. 1, but a thirty-six inch (36") main is required under the Master Sanitary Sewer Plan, and (b) it will be to the best interest of the City for the Developer to receive reimbursement pursuant to Sections 36-33 through 36-40 City Code in the amount of \$45,323.89. Said sum being the contract price for a thirty-six inch (36") main of \$50,325.91 less \$5,002.02, which would be the cost of an eight inch (8") main to-wit: On-site main, 1,059 l.f. x \$1.18: \$1,249.62, and Off-site main, 3,180 l.f. x \$1.18: \$3,752.40; and,

WHEREAS, the necessary funds are available in Sewer Rental Pledge Fund #204, shown by the approval of the Department of Finance; NOW, THEREFORE:

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

1. Payment of the sum of \$45,323.89 to Vanderbilt Homes, Inc. out of Sewer Rental Pledge Fund #204 as refund for the additional cost of a thirty-six inch (36") sanitary sewer main for said developer's Buena Vista Subdivision, Unit No. 1, over the cost of an eight inch (8) main is hereby authorized. Such payment to be made upon completion of the work and its acceptance by the Director of Public Works.

2. Refunds for the evaluated cost of the size of line ((8") required to serve such subdivision at the rate of \$150.00 per connection in the manner and to the extent authorized by Section 36-35 City Code are hereby authorized.

3. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,550

GRANTING PERMISSION TO RICHARD PRICE AND WIFE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS.

* * * * *

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

1. That the petition of Richard Price, for a license to use the sanitary sewerage system of the CITY OF SAN ANTONIO, is granted hereby, subject to the following precedent conditions;

2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, withor without notice.

3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the CITY OF SAN ANTONIO.

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at

NUMBER 615 Canterbury Hill STREET, West 32½' of Lot 12 and East 83' of Lot 13
BLOCK (County) 5878 Norfolk Estates Subdivision, Terrell Hills

and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.

6. That the use of said sewer connection shall be subject to the regulations of the CITY OF SAN ANTONIO, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement shall be conclusive.

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the city in the premises. THE CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit. Licensee claims no rights to the use of the sanitary sewerage system of the City of San Antonio or to the rates of rental charges prescribed under the provisions of a contract entered into between the City of San Antonio and Bexar County Water Control and Improvement District No. 8, adopted by Ordinance No. 2943, Effective December 31, 1945. Licensee waives all rights or claims under such contract and accepts the license granted herein subject solely to the terms hereof and the regulations of the City.

~~8. That the inspectors of the City shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.~~

~~9. The CITY OF SAN ANTONIO shall never be liable to the Licensee for pecuniary damage for failure to take and treat the~~

8. That the inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereon, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.

9. The CITY OF SAN ANTONIO shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 14th day of June, A.D., 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,551

GRANTING PERMISSION TO WILLIAM B. BELLAMY AND WIFE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS.

* * * * *

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

1. That the petition of William B. Bellamy & Wife, for a license to use the sanitary sewerage system of the CITY OF SAN ANTONIO, is granted hereby, subject to the following precedent conditions;

2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, withor without notice.

3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the CITY OF SAN ANTONIO.

4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at

NUMBER 919 Wiltshire STREET, LOT East 65' of Lot 2, and W. 90' of Lot 3
BLCOK Block 36, NCB 5742, Terrell Hills

and no other person shall be permitted to use the said City Sanitary Sewers through the connection hereby made.

5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.

6. That the use of said sewer connection shall be subject to the regulation of the CITY OF SAN ANTONIO, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement shall be conclusive.

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit. Licensee claims no rights to the use of the sanitary sewerage system of the City of San Antonio or to the rates of rental charges prescribed under the provisions of a contract entered into between the City of San Antonio and Bexar County Water Control and Improvement District No. 8, adopted by Ordinance No. 2943, effective December 31, 1945. Licensee waives all rights or claims under such contract and accepts the license granted herein subject solely to the terms hereof and the regulations of the City.

8. That the inspectors of the City shall have free access to the Licensee's premises, and all buildings situated thereof, during the continuance of this permit and while said premises are connected with said City Sanitary Sewers, for the purpose of inspecting the condition of the plumbing and the use of said sewers.

9. The CITY OF SAN ANTONIO shall never be liable to the Licensee for pecuniary damage for failure to take and treat the sewerage of the Licensee, and said right of action is waived as a part of the consideration of this permit.

PASSED AND APPROVED this 14th day of June, A.D., 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,552

DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN PRIVATELY-OWNED REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, FOR PUBLIC PURPOSES, TO-WIT: FOR PUBLIC DRAINAGE AND FLOOD CONTROL (STORM DRAINAGE PROJECT NO. 58A, 57); AND DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION PROCEEDINGS TO ACQUIRE SO MUCH THEREOF AS CANNOT BE ACQUIRED BY PURCHASE.

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

1. Public necessity requires that the City of San Antonio acquire certain privately-owned real property situated within its corporate limits for public purposes, to-wit: to provide right-of-way for construction of Storm Drainage Project No. 58A,57, Storm, Sewer and Drainage Bond Fund, Series 1957, Fund N^o. 479-13.

2. Such privately-owned real property is described as follows, to-wit:

Parts of Lots 8 and 12, Block 29, NCB 3628, San Antonio, Bexar County, Texas;

Part of Lot 11, Block 70, NCB 3667, San Antonio, Bexar County, Texas.

3. The City Attorney is hereby directed to institute and prosecute to conclusion all necessary proceedings to condemn the fee or in the alternative, any lesser interests to which the City may be entitled for so much of said property as the City of San Antonio is unable to purchase by reason of its inability to agree with the owners thereof as to the value of such property, or in order to obtain clear title thereto, or for any other legal reason.

4. PASSED AND APPROVED this 14th day of June, A.D., 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. INselmann
Asst. City Clerk

AN ORDINANCE 29,553

APPROPRIATING \$48,575.00 OUT OF THE NAMED FUNDS
FOR THE ACQUISITION OF CERTAIN PARCELS OF LAND,
ALL IN CONNECTION WITH THE CITY'S LAND ACQUISITION
PROGRAM.

* * * * *

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

1. The following amounts are hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, Account #479-13 for the acquisition of right-of-way for the Storm Drainage 58A, 57 Project:

- a. \$550.00 payable to the Commercial Abstract and Title Company as escrow agent for Martin Epstein for fee title to all of Lot 23, Block 9, NCB 8889, Cenizo Park, lying and being situated within the corporate limits of the City of San Antonio, Bexar County, Texas. A warranty deed to the aforementioned parcel is hereby accepted. Parcel 4069.
- b. \$1,400.00 payable to the Commercial Abstract and Title Company as escrow agent for Jose Arellano and wife, Petra Arellano and Martin Epstein for a permanent easement to a tract of land out of Lots 52 and 53, Block 5, NCB 8288, Rosedale Park, Section 2, San Antonio, Bexar County, Texas, Parcels 4025 & 4027.
- c. \$450.00 payable to the Commercial Abstract and Title Company as escrow agent for Manuel Moses Aleman and wife, Josefina Mares Aleman, and Martin Epstein for a permanent easement to a tract of land out of Lots 53, 54 and 55, Block 5, NCB 8288, Rosedale Park, Section 2, San Antonio, Bexar County, Texas, Parcels 4021 & 4023.

2. The following amounts are hereby appropriated out of Street Right-of-Way Purchase Bonds, #479-12 for the acquisition of right-of-way for Loop 410 (formerly Loop 13) Project, 521-4-16 payable to Stewart Title Company as escrow agent for the named parties:

- a. \$125.00 for an easement over, across, under and upon 0.117 of an acre of land, more or less, in NCB 12168, San Antonio, Bexar County, Texas, conveyed by E. J. Burke. Parcel 23C-4142.
 - b. \$46,050.00 for fee title to tracts of land out of NCB 12168 and NCB 12117, San Antonio, Texas, to be conveyed by E. J. Burke to the State of Texas, pursuant to the Participation Agreement between the City and the Texas Highway Department, Parcels 23A-4140 & 23B-4141.
3. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,554

CLOSING AND ABANDONING TWO PORTIONS OF WOODRUFF
AVENUE ADJACENT TO NCB'S 12806 AND 12807; AND
AUTHORIZING THE QUITCLAIM OF SAME TO BURKE
INVESTMENT COMPANY.

* * * * *

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

1. Portions of Woodruff Avenue between NCB'S 12806 and 12807 and South New Braunfels Avenue are hereby closed and abandoned.
2. The City Manager is authorized to execute a Quitclaim Deed to the aforementioned portions of Woodruff Avenue to Burke Investment Company after Burke Investment Company has properly replatted the areas quitclaimed with its adjacent property in a manner acceptable to the Planning Commission. Said replat to provide for the retention of a 20-foot wide utility easement and for the dedication of right-of-way for an extension of Lasses Drive. A copy of the proposed Quitclaim Deed is filed herewith and incorporated herein by reference.
3. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

A RESOLUTION ✓

DESIGNATING FIESTA SAN ANTONIO COMMISSION TO BE THE OFFICIAL AGENCY TO COORDINATE FIESTA WEEK ACTIVITIES DURING THE YEAR 1962.

* * * * *

WHEREAS, San Antonio's Annual Fiesta Week celebration, through the untiring efforts of many civic minded persons, has achieved national and international recognition as one of the outstanding festival events in the nation; and,

WHEREAS, the City Council recognizes the importance of Fiesta Week as an integral part of the tradition and culture of this City and desires the continuation and growth of this celebration; and,

WHEREAS, the Fiesta San Antonio Commission, Inc. has been incorporated for the purpose of raising and allocating funds and coordinating Fiesta Week activities, and has demonstrated its ability to successfully conduct and coordinate Fiesta Week activities; NOW, THEREFORE:

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

1. The Fiesta San Antonio Commission, Inc., a corporation, created pursuant to the laws of the State of Texas, is hereby designated by the City Council of the City of San Antonio as the official agency to coordinate and control carnival, street concessions and other Fiesta Week activities in the year 1962.

2. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,555 ✓

AUTHORIZING THE CITY MANAGER TO ENTER INTO CERTAIN CONTRACTS WITH THE CITY PUBLIC SERVICE BOARD FOR THE INSTALLATION OF VARIOUS GAS AND ELECTRIC SUPPLY LINES IN CONNECTION WITH PROJECT SARAH.

* * * * *

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

1. The City Manager is hereby authorized to enter into certain contracts with the City Public Service Board for the installation of various gas and electric supply lines which contracts are attached hereto and incorporated herein in connection with the development of the property encompassed by Project SARAH.

2. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,556

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 55 VEHICLES, IN THE POSSESSION OF THE POLICE DEPARTMENT NOT OWNED OR CLAIMED BY THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, under the provisions of Section 2-12, San Antonio City Code, the Police Department has reported that there is in their possession certain personal property consisting of 55 vehicles not owned or claimed by the City of San Antonio; and,

WHEREAS, a schedule of such property has heretofore been filed with the City Clerk and with the Chief of Police; and,

WHEREAS, said property on which there are charges unpaid and due the City has been in the possession of the Police Department in excess of Ninety (90) days and is unclaimed; NOW, THEREFORE:

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

1. Said property consisting of 55 vehicles described in the aforesaid schedule is hereby

ordered to be sold at public auction after ten (10) days notice by the publication of this ordinance in the "Commercial Recorder" with the day, hour and place of sale shall be given.

2. Said notice shall be given by publication of this ordinance at least two times within said ten (10) day period.

3. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interest of the City; said sale of these items is to be held at the Police Storage Lot at 406 South Laredo Street, beginning July 12, 1961, from 10:00 a.m. to 12:00 noon and during the same hours on each succeeding business day thereafter until all of said property is disposed of.

4. Said property may be redeemed by the owner at any time prior to its sale by satisfying the Chief of Police of the true ownership thereof and the payment of the cost of the storage and care thereof and all other expenses in connection therewith.

5. Said property shall be sold as is, and a bill of sale, if requested, shall be given to the purchaser, but no title transfer or title papers of any nature can be given.

6. Within five days after said sales have been completed, the Chief of Police shall make a report thereof under oath to the Controller of the City and shall account for the money received at said sale in the same manner as is prescribed for him to account for all other monies that may come into his custody as Chief of Police.

7. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,557

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE UNITED STATES OF AMERICA FOR SEWAGE TREATMENT SERVICES AT FORT SAM HOUSTON, TEXAS.

* * * * *

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

1. The City Manager is hereby authorized to execute a contract with the United States of America for sewage treatment services at Fort Sam Houston, Texas.

2. The Contract is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

DEPARTMENT OF THE ARMY
NEGOTIATED SEWAGE TREATMENT SERVICE CONTRACT

Fort Sam Houston San Antonio Bexar Texas
City of San Antonio San Antonio, Texas

Premises are: Government Owned
Estimated annual cost hereunder \$23,000.00
Connection charge None
Bills will be rendered to Engineer at Fort Sam Houston, Texas.
Payments will be made by Finance and Accounting Officer at Fort Sam Houston, Texas.
This negotiated contract is made pursuant to the provisions of (10 U.S.C. 2304 (a) (10)).
Appropriation chargeable:

DEPARTMENT OF THE ARMY
NEGOTIATED SEWAGE TREATMENT SERVICE CONTRACT

This CONTRACT, entered into as of 1 July 1961, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the City of San Antonio, whose address is City Hall, San Antonio, Texas, hereinafter called the Contractor.

WITNESSETH That the parties hereto do mutually agree as follows:

1. SCOPE AND TERM OF CONTRACT. (a) Subject to the terms and conditions hereinafter set forth, the Contractor shall sell and deliver to the Government and the Government shall pur-

chase and receive from the Contractor sewage treatment service (hereinafter called service) requested by the Government from the Contractor delivered to the contractor's mains at sixteen (16) delivery points, transported through the contractor's mains to the central sewage plant owned by the Contractor (hereinafter called the service location), all in accordance with Sewer Service Specifications attached hereto and made a part hereof.

(b) This contract shall continue in effect until terminated at the option of the Government by the giving of not less than 60 days advance written notice of the effective date of termination.

(c) (i) For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing office or officer for service herein contracted for, at the rates and under the terms and conditions herein set forth; provided, that the Government shall be liable for the minimum monthly charge specified in this contract commencing with the billing period in which service is initially furnished thereto and continuing until this contract is terminated, except that the minimum monthly charge specified in this contract shall be equitably prorated for the billing period in which commencement and termination of this contract shall become effective.

(ii) The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed at the lowest available rate for similar conditions of service.

(iii) Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered.

(iv) All bills for service will be rendered monthly upon receipt of the water consumption figure as outlined in Paragraph 2 and shall be paid without penalty or interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

(v) Invoices for service rendered hereunder shall contain statement of water consumption figures as outlined in paragraph 2a below.

2. TECHNICAL PROVISIONS. (a) Measurement of Service: All service furnished by the Contractor shall be measured by the gallon of sewage flow. The number of gallons of sewage flow shall be determined as being 58.2% of the water consumed on the Fort Sam Houston Reservation. Water consumed is defined as all water produced or purchased and put into the Fort Sam Houston water distribution system.

(b) CHANGE IN VOLUME OR CHARACTER. Reasonable notice shall so far as possible, be given by the Contracting Officer to the Contractor respecting any material changes proposed in the volume or characteristics of the sewage delivered.

(c) CONTINUITY OF SERVICE AND CONSUMPTION. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at the service location, but shall not be liable for damages, breach of contract or otherwise to the Government for failure, suspension, diminution or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes or other catastrophes, strikes or failure or breakdown of transmission or other facilities.

(d) GOVERNMENT'S LIABILITY. In the event the Contractor's facilities fail to furnish the service hereafter described, damage or public health hazards are created, the responsibility shall be the Contractor's and the Government shall in no way be liable.

3. RATES AND CHARGES. For all service furnished under this contract to the service location the Government shall pay the Contractor at the rate schedule attached hereto and made a part of this contract as Appendix A.

4. CONTRACTOR'S FACILITIES. (a) The Contractor, at its expense shall furnish, install, operate, and maintain all facilities required to furnish service hereunder. Title to all such facilities shall be and remain in the name of the Contractor and the Contractor shall be responsible for all loss of or damage to such facilities.

(b) The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit to enter the service location for any proper purpose under this contract, including use of the site or sites agrees upon by the parties hereto for the installation, operation, and maintenance of the facilities of the Contractor required to be located upon Government premises, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation, or maintenance of such facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to such facilities. Such facilities shall be removed and Government premises restored to their original condition by the Contractor at its expense within a reasonable time after the Government shall revoke the permit herein granted and in any event within a reasonable time after termination of this contract, provided that in the event

of termination due to fault of the Contractor such facilities may be retained in place at the option of the Government until service comparable to that provided for hereunder is obtained elsewhere. It is expressly understood, however, that proper military or Governmental authority may limit or restrict the right of access herein granted in any manner considered by such authority to be necessary for the national security.

5. CHANGE OF RATES: (a) Either party, having reasonable cause therefor, may request in writing 60 days prior to the anniversary date of this agreement that the rates set forth herein shall be renegotiated, and any adjustment negotiated by mutual agreement shall become effective as of the date of such agreement; provided, however, that any rates so negotiated shall not be in excess of rates to any customer of the contractor having similar conditions of service.

(b) If no adjustment of the rates may be achieved by agreement and renegotiation then either party may terminate this agreement upon the next anniversary date of this agreement.

6. OFFICIALS NOT TO BENEFIT: No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

7. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. ASSIGNMENT OF CLAIMS: No claim under this contract shall be assigned.

9. CONVICT LABOR. In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

10. NONDISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, with out regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The contractor will include the provisions of the foregoing paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be

binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: PROVIDED, HOWEVER, that in the event the contractor becomes involved, in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. DISPUTES. (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: PROVIDED, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

12. GRATUITIES. (a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; PROVIDED, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

13. DEFINITIONS. As used throughout this contract, the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department, and the head or any assistant head of the Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

14. CONFLICTS. To the extent of any inconsistency between the provisions of this contract, and any schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the provisions of this contract shall control.

IN WITNESS WHEREAS, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

BY /s/ J. E. Vendio
Contracting Officer

CITY OF SAN ANTONIO

BY L. H. Andrews
City Manager

CERTIFICATE

I, J. H. Inselmann certify that I am the Assistant City Clerk of the City of San Antonio named as Contractor in the foregoing contract; that L. H. Andrews who signed said contract on behalf of the Contractor was then City Manager of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

/s/ J. H. INSELMANN
Asst. City Clerk

SEWER SERVICE SPECIFICATIONS

1. PREMISES TO BE SERVED: Fort Sam Houston Military Reservation

2. ESTIMATED SERVICE REQUIREMENTS:

Estimated annual volume: 650,000,000 gallons

(THE Government is in no way obligation to deliver nor is it restricted to the above estimated requirements.)

3. SERVICE TO BE RENDERED. Contractor shall furnish sanitary sewer connections and sanitary sewerage service as required by the Government and shall receive, carry, treat, and dispose of all sanitary sewage originating at the project in such amounts as the Government desires to release into Contractor's sewer system and in a manner and by such means as will constitute no hazard to the public health. Contractor shall operate its sewage disposal and treatment facilities in conformity with applicable laws, rules, and regulations promulgated by State and Federal governmental authorities.

4. POINT OF DELIVERY: The sewage shall be delivered to Contractor by the Government at: See Appendix B.

5. SIZES OF SEWER TO POINT OF DELIVERY ARE VARIOUS. See Appendix B.

6. ALTERATIONS AND ADDITIONS. None.

APPENDIX A

RATE SCHEDULE

Rate for sanitary sewerage service is \$35.52 per each million gallons of sewage.

Minimum monthly charge - none.

AN ORDINANCE 29,558

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$301.57 TO BERTHA K. HENDERSON, DUE TO A DOUBLE PAYMENT OF TAXES.

* * * * *

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

1. That the Director of Finance is hereby authorized to make the following refund, out of Account 303, to the following named individual as indicated:

Amount:	\$301.57
Payable to:	Bertha K. Henderson
Reason:	Refund of double payment made on Lot S. Irr, 100' of C, 0.334 Acres NCB 8687, Account NO. 542-2122 of 1960 City taxes. Payment made on May 25, 1961, and again on May 26, 1961.

PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,559

AMENDING SECTION 19-15(a) OF THE CITY CODE RELATING TO THE BOARD OF HOUSING APPEALS.

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

1. Section 19-15(a) of the City Code of the City of San Antonio is hereby amended to read as follows:

"Section 19-15. Board of Housing Appeals.

"(a). There is hereby created the Board of Housing Appeals, consisting of five voting members, each of whom shall be a qualified elector of the City and none of whom shall hold, or be a candidate for other public office. Said Board, the members of which shall serve without compensation, shall be appointed by the City Council by the City Council by resolution or ordinance. The Board shall designate one of its members as Chairman, provided, however, that no person shall serve as Chairman for more than two successive years. Initially, the Council shall appoint one member to serve for a term ending July 31, 1964; two members to serve for terms expiring July 31, 1963; and two members for terms expiring July 31, 1962. After such initial terms, all appointments shall be for terms of three years. Vacancies resulting from any cause other than the expiration of a term shall be filled by the Council by appointment for the unexpired portion of the term.

"Three members of the Board shall constitute a quorum, and the Board shall act by majority vote. The chairman shall have the right to vote.

"The planning commission, the fire chief and the director of public health shall each designate a representative to serve as an ex officio, non-voting member of the Board."

2. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,560

APPOINTING MEMBERS OF THE BOARD OF HOUSING APPEALS.

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

1. The following persons are hereby named members of the Board of Housing Appeals, pursuant to Section 19-15 of the City Code, for the terms indicated:

Ralph Bender for a term expiring July 31, 1964;

Robert Darden for a term expiring July 31, 1963;

Richard Villasana for a term expiring July 31, 1963;

Sterling C. Burke for a term expiring July 31, 1962;

M.M. Hughes, Jr. for a term expiring July 31, 1962.

2. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,561

CREATING A PARKS AND RECREATION BOARD, NAMING THE MEMBERS THEREOF, AND REPEALING ORDINANCE NO. 19186.

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

Amended by Ord. # 7228

1. There is hereby created a Parks and Recreation Board which shall act in an advisory capacity on matters pertaining to parks and recreation.

2. Said Board shall consist of seven residents of the City, who shall serve without pay, and who shall be appointed by the City Council upon recommendation of the City Manager.

3. Pursuant to recommendation of the City Manager, the following persons are hereby named members of said Board, to serve for initial terms as indicated:

Ralph Dietert, to serve for a term expiring July 31, 1964;

Perry Salinas, to serve for a term expiring July 31, 1964;

Mrs. Sarah Stone, to serve for a term expiring July 31, 1964;

Theo Bilhartz, to serve for a term expiring July 31, 1963;

Frank Swales, to serve for a term expiring July 31, 1963;

Mrs. Eli Goldstein, to serve for a term expiring July 31, 1962;

J. B. Larsen, to serve for a term expiring July 31, 1962.

4. Upon expiration of such initial terms each appointment thereafter shall be for a term of three years.

5. The Board shall select, from among its members, a chairman; provided, however, that no person shall serve as chairman for more than two successive years.

6. Ordinance No. 19186 and all ordinances or resolutions appointing members of said Board are repealed.

7. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,562 ✓

APPROVING THE APPOINTMENT OF R. E. KINGSTON AS
A MEMBER OF THE FIREMEN'S AND POLICEMEN'S CIVIL
SERVICE COMMISSION.

* * * * *

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

1. The City Manager's reappointment of R. E. Kingston as a member of the Firemen's and Policemen's Civil Service Commission for a term ending May 31, 1964, is hereby approved and confirmed.

2. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,563 ✓

APPOINTING MEMBERS OF THE MUNICIPAL CIVIL SERVICE
COMMISSION.

* * * * *

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

1. M. J. Gonzalez, David Jones and M. J. Chagnard are hereby appointed members of the Municipal Civil Service Commission for terms ending April 30, 1963.

2. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann, Asst. City Clerk

A RESOLUTION

CREATING THE HISTORIC SITES EVALUATION COMMISSION, DEFINING ITS DUTIES, NAMING THE MEMBERS THEREOF AND REPEALING A RESOLUTION PASSED AND APPROVED AUGUST 11, 1953, PERTAINING TO THE SAME SUBJECT.

* * * * *

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

1. There is hereby created an advisory commission to be known as the Historic Sites Evaluation Commission, consisting of five residents of the City, to be appointed by the City Manager and confirmed by the City Council.

2. Said Commission, which shall serve without pay, shall advise the City Council and City Manager concerning the preservation of historic sites and landmarks. The Commission's duties shall include the appraisal of such historic sites, the preparation of a map showing their locations, and the collection of material concerning their historical background and significance.

3. The following persons are hereby appointed members of such Commission, to serve for the initial terms indicated:

- Paul Adams, to serve for a term expiring July 31, 1964;
- Mrs. Maury Maverick, for a term expiring July 31, 1963;
- Stanley Banks, Sr., for a term expiring July 31, 1963;
- Mrs. Lloyd A. Denton, for a term expiring July 31, 1962;
- Mrs. John Camp, for a term expiring July 31, 1962.

4. After such initial terms, all appointments shall be for terms of three years each. The Commission shall choose, from among its members, a chairman. Provided, however, that no person shall serve as Chairman for more than two successive years.

5. A Resolution, passed and approved August 11, 1953, providing for a Historic Sites Evaluation Commission, and all resolutions or ordinances naming members of such Commission, are hereby repealed.

6. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. INselmann
Asst. City Clerk

A RESOLUTION

MANIFESTING THE DESIRE OF THE CITY COUNCIL THAT THE PROPOSED ARMED FORCES MEDICAL ACADEMY BE LOCATED IN SAN ANTONIO.

* * * * *

WHEREAS, there is legislation pending in Congress which proposes to establish an Armed Forces Medical Academy; and,

WHEREAS, the City of San Antonio has available the grounds and medical facilities which make San Antonio the ideal location for such an institution; and,

WHEREAS, this City Council is desirous in co-operating with the United States in the establishment of said Armed Forces Medical Academy; NOW, THEREFORE:

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

1. This Council hereby manifests its desire that the proposed Armed Forces Medical Academy be established in the City of San Antonio, Texas.

2. The City Manager is hereby directed to communicate this Council's position on the location of said Academy to congressional leaders and members of the Armed Services Committee.

3. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,564

APPOINTING COUNCILMAN JOHN GATTI AND COUNCILMAN ROY PADILLA AS MEMBERS OF THE BOARD OF TRUSTEES OF THE FIREMEN'S AND POLICEMEN'S PENSION FUND.

* * * * *

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

- 1. Pursuant to the provisions of Section 1 of Art. 6243f, Revised Civil Statutes of Texas, Councilman John Gatti and Councilman Roy Padilla are hereby elected members of the Board of Trustees of the Firemen's and Policemen's Pension Fund.
- 2. PASSED AND APPROVED this 14th day of June, 1961.

JACK H. KAUFMAN, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,565

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN

* * * * *

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

- 1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1204) The rezoning and reclassification of property from "B" Residence District to "EL" Manufacturing District as follows: Lot 25, NCB 8084 and Lot 47, Block 7, NCB 11371
- 2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.
- 3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.
- 4. PASSED AND APPROVED this 21st day of June, 1961.

WALTER C. GUNSTREAM, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,566

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN

* * * * *

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

- 1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1479) The re-zoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: Lot 48a, Blk. A, NCB 11532.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 21st day of June, A.D., 1961.

WALTER C. GUNSTREAM, Acting Mayor

ATTEST: J. H. INselmann
Asst. City Clerk

AN ORDINANCE 29,567

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1480) The re-zoning and reclassification of property from "D" Apartment District to "F" Local Retail District as follows: Lot 47, NCB 1260

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 21st day of June, A.D., 1961.

WALTER C. GUNSTREAM, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,568

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1489) The re-zoning and reclassification of property from "E" Office District to "JJ" Commercial District as follows: Lot 38, NCB 11875.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 21st day of June, A.D., 1961.

WALTER C. GUNSTREAM, Acting Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,569

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

* * * * *

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

- 1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1491) The re-zoning and reclassification of property from "C" Residence District to "F" Local Retail District as follows: East 52' of Lot 9, Blk. 13, NCB 1695.
- 2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.
- 3. That the Chief Building Inspector and the Director of Planning shall change their records and zoning maps in accordance herewith and the same are available and open to the public for inspections.
- 4. PASSED AND APPROVED this 21st day of June, A.D., 1961.

~~WALTER C. GUNSTREAM, Acting Mayor~~
Walter W. McAllister, Mayor

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,570

AUTHORIZING THE ISSUANCE AND SALE OF \$1,500,000.00 CITY OF SAN ANTONIO INTERNATIONAL AIRPORT REVENUE BONDS, SERIES 1961, BEARING INTEREST AT THE RATES HEREIN PRESCRIBED, MATURING SERIALLY ON FEBRUARY 1, IN EACH OF THE YEARS 1962 TO 1985, BOTH INCLUSIVE, FOR THE PURPOSE OF PROVIDING FUNDS FOR ENLARGING, EXTENDING AND IMPROVING THE CITY'S INTERNATIONAL AIRPORT; PRESCRIBING THE FORM OF BOND AND COUPONS, PLEDGING THE AIRPORT REVENUES AS DESIGNATED HEREIN TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING THAT SUCH BONDS SHALL BE SPECIAL OBLIGATIONS OF THE CITY OF SAN ANTONIO AND THAT THE HOLDER OF THE BONDS SHALL HAVE NO RIGHT TO DEMAND THEIR PAYMENT OUT OF FUNDS RAISED OR TO BE RAISED BY TAXATION; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER THEREOF IN ACCORDANCE WITH THE PURCHASE CONTRACT; ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT, AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, the City of San Antonio (hereinafter called the "CITY") acting through its City Council (hereinafter called the "City Council") has heretofore adopted a plan and implemented a program for the expansion and further development (hereinafter called the "Master Plan") of its International Airport (hereinafter called the "airport"); and

WHEREAS, under the provisions of Chapter 43, Acts of the 53rd Legislature, First Called Session, enacted in 1954, (Vernon's Texas Statutes 1269j-5) the City is authorized to issue its revenue bonds for the purpose of enlarging, or extending, or repairing, or improving its Airport, or for any two or more of said uses, and in connection therewith to pledge all or any part of the revenues from the operation of the Airport; and

WHEREAS, the City has heretofore by ordinance passed February 6, 1958, as amended February 27, 1958, authorized the issuance of \$1,600,000.00 City of San Antonio International Airport Revenue Bonds, Series 1958, for the purpose of providing funds to enlarge, extend and improve its Airport, as authorized by Chapter 43, Acts of the 53rd Legislature, First

Called Session, 1954, and the Charter of the City; and

WHEREAS, said bonds above described and said authorizing ordinance reserved to the City the right to issue Additional Parity Revenue Bonds, under the conditions set forth in Section 21 of said 1958 authorizing ordinance; and

WHEREAS, the conditions prescribed in Section 21 of said 1958 authorizing ordinance have been fulfilled and exist so that the City now has authority under said Section to issue the Additional Bonds herein authorized; and

WHEREAS, to provide the money necessary to aid in the completion of Phase 2 of the Master Plan the City Council has determined that it is to the best interest of the City and of its inhabitants that additional revenue bonds be issued for the purpose of enlarging, extending and improving its Airport; and

WHEREAS, said bonds when issued shall be payable from the same source and shall in all things be on a parity and of equal dignity with said Series 1958 Airport Revenue Bonds, above described;

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

1. Authorization of Bonds: That for the purpose of providing funds to enlarge, extend and improve its Airport, the revenue bonds of the City of San Antonio, Texas, in the aggregate amount of One Million Five Hundred Thousand (\$1,500,000.00) Dollars be issued.

2. Designation - Denomination - Serial Numbers - Interest Rates: That such bonds to be as "City of San Antonio International Airport Revenue Bonds, Series 1961", (Hereinafter called the "Bonds"), be issued pursuant to the Constitution and laws of the State of Texas, including the provisions of Chapter 43, Acts 53rd Legislature, First Called Session, 1954, and the Charter of said City, and that they be numbered from One (1) to One Thousand Five Hundred (1,500), both inclusive, of the denomination of One Thousand (\$1,000.00) Dollars each, aggregating One Million Five Hundred Thousand (\$1,500,000.00) Dollars, bearing interest at the rates as follows:

Bonds Nos. 1 to 148, both incl., 5% per annum;
 Bonds Nos. 149 to 430, both incl., 4½% per annum;
 Bonds Nos. 431 to 1500, both incl., 4% per annum;

payable August 1, 1961, and semi-annually thereafter on February 1st and August 1st of each year.

3. Date-Maturities: Said Bonds shall be dated February 1, 1961, and shall become due and payable serially as follows:

<u>BONDS NUMBERS</u>	<u>MATURITY DATES</u>	<u>AMOUNTS</u>
1 to 34, both incl.,	February 1, 1962,	\$ 34,000.00
35 to 70, both incl.,	February 1, 1963,	36,000.00
71 to 108, " "	February 1, 1964,	38,000.00
109 to 148, " "	February 1, 1965,	40,000.00
149 to 190, " "	February 1, 1966,	42,000.00
191 to 234, " "	February 1, 1967,	44,000.00
235 to 280, " "	February 1, 1968,	46,000.00
281 to 328, " "	February 1, 1969,	48,000.00
329 to 378, " "	February 1, 1970,	50,000.00
379 to 430, " "	February 1, 1971,	52,000.00
431 to 484, " "	February 1, 1972,	54,000.00
485 to 540, " "	February 1, 1973,	56,000.00
541 to 598, " "	February 1, 1974,	58,000.00
599 to 658, " "	February 1, 1975,	60,000.00
659 to 720, " "	February 1, 1976,	62,000.00
721 to 784, " "	February 1, 1977,	64,000.00
785 to 850, " "	February 1, 1978,	66,000.00
851 to 920, " "	February 1, 1979,	70,000.00
921 to 994, " "	February 1, 1980,	74,000.00
995 to 1070, " "	February 1, 1981,	76,000.00
1071 to 1150, " "	February 1, 1982,	80,000.00
1151 to 1232, " "	February 1, 1983,	82,000.00
1233 to 1318, " "	February 1, 1984,	86,000.00
1319 to 1500, " "	February 1, 1985,	182,000.00'

4. Medium and Place of Payment: Said Bonds and the coupons representing obligations to pay interest thereon shall be payable in lawful money of the United States of America at the National Bank of Commerce, San Antonio, Texas, or, at the option of the holder, at Harris Trust and Savings Bank, Chicago, Illinois, or First National City Bank, New York, New York, (herein defined collectively as the "Bank of Payment") without exchange or collection charges to the owner or holder of such bonds and coupons.

5. Options of Redemption: In certain of said Bonds designated in this Section 5 the City reserves the option of redemption prior to maturity, the extent and effect of such option being as follows:

Bonds maturing on and prior to February 1, 1973 shall contain no option of redemption prior to maturity.

Each Bond maturing from February 1, 1974 to February 1, 1985, both inclusive, is subject to redemption on February 1, 1973, or on any interest payment date thereafter, upon the payment of accrued interest to the date fixed for redemption in addition to the redemption price effective on the date so fixed for redemption as follows:

<u>DATE OF REDEMPTION</u>	<u>EFFECTIVE PRICE</u>
February 1, 1973,	103-3/4
August 1, 1973,	103-3/4
February 1, 1974,	103-1/2
August 1, 1974,	103-1/2
February 1, 1975,	103-1/4
August 1, 1975,	103-1/4
February 1, 1976,	103
August 1, 1976,	103
February 1, 1977	102-3/4
August, 1, 1977,	102-3/4
February 1, 1978,	102-1/2
August 1, 1978,	102-1/2
February 1, 1979,	102-1/4
August 1, 1979,	102-1/4
February 1, 1980,	102
August 1, 1980,	102
February 1, 1981,	101-3/4
August 1, 1981,	101-3/4
February 1, 1982,	101-1/2
August 1, 1982,	101-1/2
February 1, 1983,	101-1/4
August 1, 1983,	101-1/4
February 1, 1984,	101
August 1, 1984,	101

If less than all of the bonds as to which such option shall have become effective shall be called for redemption, they shall be called in their inverse numerical order.

Thirty days notice of such call shall be given in writing to the Bank of Payment and notice of such call shall be published in a financial publication published in the City of New York, New York. Such notice shall appear in at least one issue of said publication, the date of said issue being not less than thirty days nor more than sixty days prior to the date so fixed for redemption. If any bond is called for redemption in said manner and if funds sufficient to pay the redemption price shall be made available in the Bank of Payment by the date fixed for redemption it shall not thereafter bear interest.

6. Method of Executing Bonds and Coupons: Each of the Bonds shall be signed by the facsimile signature of the Mayor and countersigned manually by the City Clerk and the corporate seal of the City of San Antonio, Texas, shall be impressed upon each of them. The facsimile signatures of the Mayor and City Clerk shall be lithographed or printed upon the coupons attached to said bonds and such facsimile signatures shall have the same effect as if manually placed on said bonds and coupons.

7. Special Obligations. Said Bonds shall constitute special obligations of the City of San Antonio and each of the bonds shall contain a provision stating that the holder thereof shall never have the right to demand payment of said obligation out of funds raised or to be raised by taxation. The City shall not be precluded by any provision of this ordinance from using any other funds which may be used lawfully for the purpose in paying the principal of or interest on the Bonds.

8. Form of Bonds: The form of said Bonds shall be substantially as follows:

No. _____ \$1,000.00

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO
INTERNATIONAL AIRPORT REVENUE BONDS
SERIES 1961.

The City of San Antonio, in the County of Bexar, State of Texas, a municipal corporation duly incorporated under the laws of the State of Texas, and operating under its Home Rule Charter, for value received, hereby acknowledges itself indebted to and promises to pay solely out of the revenues hereinafter specified, to bearer, on the 1st day of February, 19____ (or earlier as hereinafter referred to) (Note 1 to Printer) the principal sum of

ONE THOUSAND DOLLARS

in lawful money of the United States of America, with interest thereon from date hereof at the rate _____% per annum, evidenced by coupons payable August 1, 1961, and semi-annually thereafter on February 1st and August 1st of each year until the principal sum shall be paid, which interest is payable in lawful money of the United States of America and interest

falling due on or prior to maturity is payable only upon presentation and surrender of proper interest coupons hereto attached as they severally become due, both principal and interest being payable at the National Bank of Commerce, San Antonio, Texas, or, at the option of the holder, at Harris Trust and Savings Bank, Chicago, Illinois, or First National City Bank, New York, New York, (hereinafter collectively called the "Bank of Payment") without exchange or collection charges to the owner or holder hereof, and the City of San Antonio is hereby held and firmly bound to apply the revenues of its International Airport as defined and as prescribed in the ordinance passed February 6, 1958, authorizing the City of San Antonio International Airport Revenue Bonds, Series 1958, and in the ordinance authorizing this bond and the issue of which it is a part to the payment of such principal and interest as they mature.

This bond is one of a series of bonds of like tenor and effect except as to serial number, interest rate, maturity date and option or redemption, numbered One (1) to One Thousand Five Hundred (1,500), both inclusive, of the denomination of One Thousand (\$1,000.00) Dollars each, aggregating One Million Five Hundred Thousand (\$1,500,000.00) Dollars, issued by the City of San Antonio, Texas, for the purpose of providing funds for enlarging, extending and improving its International Airport, in accordance with the Constitution and laws of the State of Texas and the Charter of said City, and pursuant to the ordinance passed by the City Council, duly recorded in the minutes of the City Council.

(Note 2 to Printer)

(The City reserves the option of calling this bond for redemption prior to maturity on February 1, 1973, and on any subsequent interest payment date at its redemption price plus accrued interest to date fixed for redemption. The redemption price of this bond, effective on the several dates on which it may be redeemed, being -

<u>DATE OF REDEMPTION</u>	<u>EFFECTIVE PRICE</u>
February 1, 1973,	103-3/4
August 1, 1973,	103-3/4
February 1, 1974,	103-1/2
August 1, 1974,	103-1/2
February 1, 1975,	103-1/4
August 1, 1975,	103-1/4
February 1, 1976,	103
August 1, 1976,	103
February 1, 1977,	102-3/4
August 1, 1977,	102-3/4
February 1, 1978,	102-1/2
August 1, 1978,	102-1/2
February 1, 1979,	102-1/4
August 1, 1979,	102-1/4
February 1, 1980,	102
August 1, 1980	102
February 1, 1981,	101-3/4
August 1, 1981,	101-3/4
February 1, 1982,	101-1/2
August 1, 1982,	101-1/2
February 1, 1983,	101-1/4
February 1, 1983,	101-1/4
February 1, 1984,	101
August 1, 1984,	101

If less than all of the bonds optional at the time for redemption are to be redeemed they shall be called in their inverse numerical order; and provided further that thirty days notice of such call is given in writing to the Bank of Payment and is published in a financial publication published in the City of New York, New York. Said notice shall appear in said publication in at least one issue, the date of said issue being not less than thirty days nor more than sixty days prior to the date so fixed for redemption. If this bond is called for redemption in such manner and if funds sufficient to pay the redemption price shall have been duly placed in the Bank of Payment by the date fixed for redemption it shall not thereafter bear interest.)

The date of this bond in conformity with the Bond Ordinance is February 1, 1961.

The holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation, but the City is not precluded by this provision, from utilizing any funds which may be lawfully used for the purpose of making such payment.

This bond and the series of which it is a part is and are secured by the obligation of the City to make the payments of principal and of interest from revenues to be derived by the City from the use and operation of its Airport which have been pledged to the payment thereof to the extent and in the manner prescribed in the ordinance authorizing the issuance thereof.

This bond and all bonds of the series of which it is one are special obligations of the City of San Antonio, and together with City of San Antonio International Airport Revenue Bonds, Series 1958, are secured equally without priority of any one bond over the other by a pledge of the revenues of the City's International Airport after deduction of expenses of maintenance and operation as defined in such ordinance. The City reserves the right to issue at one time or from time to time additional revenue bonds which will participate equally with the bonds of this Series 1961 and the Series 1958 above mentioned in the pledge of said revenues, provided that all such additional bonds are issued in strict accordance with and subject to the conditions, covenants and limitations set forth in the authorizing ordinance.

AND IT IS HEREBY CERTIFIED AND RECITED that the issuance of this bond and the series of which it is a part is duly authorized by law, including Chapter 43, Acts of the 53rd Legislature, First Called Session, 1954, and the Charter of the City; that all acts, conditions and things required to have been done and to exist preceding and in the issuance of this bond and to render the same lawful and valid, have been properly done, have happened and been performed and do exist in regular and due time, form and manner, as required by the Constitution and laws of the State of Texas, and the Charter of the City, and that this series of Revenue Bonds does not exceed any constitutional, statutory, or charter limitations, and that provision has been made for the payment of the principal of and the interest on this bond and the series of which it is a part, by irrevocably pledging to the payment thereof, revenues to be received from the use and operation of the City's International Airport to the extent and in the manner prescribed hereinabove.

IN TESTIMONY WHEREOF the City Council of the City of San Antonio, Texas, has caused the seal of said City to be impressed hereon and this bond to be signed by the facsimile signature of the Mayor of the City and countersigned manually by the City Clerk as of the date of this bond.

Mayor, City of San Antonio, Texas.

COUNTERSIGNED:

City Clerk, City of San Antonio, Texas.

9. Form of Coupons. The form of said coupons shall be substantially as follows:

NO. _____ \$ _____

ON THE 1ST DAY OF

_____, 19____

The City of San Antonio, Texas, out of the revenues specified in the bond to which this coupon is attached, will pay to the bearer (unless the bond to which this coupon is attached, shall have been called for prior redemption and provision for payment thereof made as provided therein) (Note 1 to Printer) at the National Bank of Commerce, San Antonio, Texas, or, at the option of the holder, at Harris Trust and Savings Bank, Chicago, Illinois, or First National City Bank, New York, New York, without exchange or collection charges to the owner or holder hereof, the sum of _____ (\$ _____) Dollars in lawful money of the United States of America, said sum being six (6) months' interest due that day on "City of San Antonio International Airport Revenue Bond, Series 1961", bearing the number hereinafter specified, dated February 1, 1961. The holder hereof shall never have the right to demand payment of this obligation out of funds raised or to be raised by taxation. Bond No. _____.

City Clerk

Mayor

(Notes to Printer -

Note No. 1 - This parenthetical expression is to be omitted from all Bonds and coupons maturing on February 1, 1973 and prior thereto.

Note No. 2 - This parenthetical paragraph is to be inserted in all bonds maturing on and after February 1, 1974.)

10. Form of Comptroller's Certificate. The form of certificate of the Comptroller of Public Accounts of the State of Texas to be printed on the back of each bond shall be substantially as follows:

OFFICE OF COMPTROLLER :

STATE OF TEXAS :

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond has been examined by him as required by law, and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of San Antonio, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same, and said bond has this day been registered by me.

WITNESS MY HAND and seal of office at Austin, Texas,

Comptroller of Public Accounts of the
State of Texas.

(SEAL)

11. All of the covenants, provisions, powers and conditions contained in Sections 13 to 29, both inclusive, of the ordinance passed February 6, 1958, as amended February 27, 1958, authorizing the Series 1958 Bonds, securing such bonds, shall secure said Series 1961 bonds, and apply to and govern the rights of the holders thereof, as fully and effectually and to the same extent and in the same manner as if all of said covenants, provisions, powers and conditions have been here fully set forth.

The said Series 1958 Bonds and the Series 1961 Bonds shall be on a parity in all respects so that no bond of either series, shall be entitled to any preference or priority over any bond of the other series.

12. In addition to the amounts required by the ordinance of February 6, 1958, to be deposited into the Interest and Redemption Fund, there shall be deposited into said Fund on or before July 15, 1961, a sum of money which together with the interest received from the purchasers of the bonds as interest accrued thereon to date of delivery shall be sufficient to pay the interest scheduled to mature August 1, 1961, on this issue of bonds. On the 15th day of August, 1961, and on the 15th day of each month thereafter, to and including January 15, 1962, there shall be deposited into said Fund a sum equal at least to one-sixty of the principal and interest scheduled to mature February 1, 1962. Beginning February 15, 1962, and on the 15th day of each month thereafter, there shall be deposited into said Fund a sum equal at least to one-sixty of the next maturing interest installment and one-twelfth of the next maturing installment of principal.

13. In addition to the amount required by the ordinance of February 6, 1958, to be deposited in the Reserve Fund, there shall be deposited into said Fund on or before the 15th day of each month for the account of the bonds authorized by this ordinance a sum of not less than \$2,500.00, until the aggregate amount accumulated therein under this Section and under the said ordinance of February 6, 1958, is equal to \$210,000.00. If for any reason the Reserve Fund is reduced below that amount, payments into the Fund shall be resumed and continued until such time as the Fund has been restored to such sum.

14. Be it further ordained that the Mayor shall be authorized to take and have charge of all necessary records pending investigation by the Attorney General, and shall take and have charge and control of the bonds herein authorized pending their approval by the Attorney General and registration by the Comptroller of Public Accounts. Upon registration of said bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's certificate of registration prescribed herein to be printed on the back of each bond, and the seal of said Comptroller shall be affixed to each of said bonds.

15. The sale of the bonds herein authorized to Sear, Robertson & Pancoast, San Antonio and Associates at a price of par and accrued interest to date of delivery, plus a premium of \$_____, is hereby confirmed. Delivery of such bonds shall be made to such purchasers as soon as may be after the passage of this ordinance upon payment therefor in accordance with the terms of sale.

16. The fact that the City of San Antonio is in great need of funds for enlarging, extending, repairing and improving its International Airport, creates an urgency and an emergency, for the immediate preservation of public health, peace and safety and requires that this ordinance shall take effect immediately upon and after its passage, and it is accordingly so ordained.

PASSED AND APPROVED this 21st day of June, 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,571

AUTHORIZING THE ISSUANCE OF \$2,000,000.00 CITY OF SAN ANTONIO, TEXAS, WATER REVENUE BONDS, SERIES 1961, FOR THE PURPOSE OF IMPROVING AND EXTENDING THE CITY'S WATERWORKS SYSTEM; SECURED BY A PLEDGE OF THE NET REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS SYSTEM; PRESCRIBING THE FORM OF BOND; ORDAINING OTHER MATTERS RELATING TO THE SUBJECT AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

* * * * *

WHEREAS, on April 4, 1957, the City Council of the City of San Antonio, Texas, passed an ordinance directing the issuance of \$2,178,000.00 City of San Antonio, Texas, Water Revenue Refunding Bonds, Series 1957, dated May 1, 1957, (hereinafter called "Series 1957 Bonds"); and

WHEREAS, on June 6, 1957, the City Council of the City of San Antonio, Texas, passed an ordinance directing the issuance of \$13,920,000.00 City of San Antonio, Texas, Water Revenue Bonds, Series 1957-A, dated May 1, 1957, (hereinafter called "Series 1957-A Bonds"); and

WHEREAS, on February 16, 1959, the City Council of the City of San Antonio, Texas, passed an ordinance, as amended on February 26, 1959, directing the issuance of \$3,000,000.00 City of

San Antonio, Texas, Water Revenue Bonds, Series 1959, dated January 1, 1959, (hereinafter called "Series 1959 Bonds"); and

WHEREAS, said bonds above described and said authorizing ordinances reserved to the City the right to issue Additional Parity Revenue Bonds, under the conditions set forth in Section 24 of said Series 1957 authorizing ordinance; and

WHEREAS, the conditions prescribed in Section 24 of said 1957 authorizing ordinance have been fulfilled and exist so that the City now has authority under said Section to issue the Additional Bonds herein authorized; and

WHEREAS; the City Council has determined that it is to the best interest of the City and of its citizens that it issue additional revenue bonds of said City for the purpose of improving and extending the City's Waterworks System; and

WHEREAS, in order to make possible the improvements and extensions to the City's Waterworks System, it is deemed advisable that \$2,000,000.00 of bonds voted at an election held on June 12, 1956, be authorized and issued, reserving to the City the right to later issue the remaining \$1,965,000.00 voted at said election for such purpose;

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

1. That the findings and statements contained in the preamble to this ordinance are true and correct.
2. That for the purpose of providing funds to improve and extend the City's Waterworks System there shall be issued Water Revenue Bonds of the City of San Antonio, Texas, in the amount of \$2,000,000.00, under authority of the Constitution and laws of the State of Texas and the Charter of said City, which bonds and the interest thereon shall be payable from the revenues of the City's Waterworks System, as more specifically hereinafter provided.
3. That said bonds shall be called "City of San Antonio, Texas, Water Revenue Bonds, Series 1961" (hereinafter sometimes called the "Bonds"), shall be dated January 1, 1961, shall be in the denomination of One Thousand (\$1,000.00) Dollars each, and shall be numbered One (1) to Two Thousand (2,000), both inclusive.
4. That said bonds shall bear interest from May 1, 1961, at the rates as follows:

Bonds Nos.	1 to	335, both incl.,	4½% per annum;
Bonds Nos.	336 to	785, " "	3¾% per annum;
Bonds Nos.	786 to	2000, " "	3½% per annum;

payable November 1, 1961, and semi-annually thereafter on May 1st and November 1st of each year until the principal amount thereof shall be paid.

5. Said bonds shall mature serially as follows:

<u>BONDS NUMBERS</u>	<u>MATURITY DATES</u>	<u>AMOUNTS</u>
1 to 50, both incl.,	May 1, 1966,	\$ 50,000.00
51 to 100, " "	May 1, 1967,	50,000.00
101 to 155, " "	May 1, 1968,	55,000.00
156 to 210, " "	May 1, 1969,	55,000.00
211 to 270, " "	May 1, 1970,	60,000.00
271 to 335, " "	May 1, 1971,	65,000.00
336 to 400, " "	May 1, 1972,	65,000.00
401 to 470, " "	May 1, 1973,	70,000.00
471 to 545, " "	May 1, 1974,	75,000.00
546 to 620, " "	May 1, 1975,	75,000.00
621 to 700, " "	May 1, 1976,	80,000.00
701 to 785, " "	May 1, 1977,	85,000.00
786 to 870, " "	May 1, 1978,	85,000.00
871 to 960, " "	May 1, 1979,	90,000.00
961 to 1055, " "	May 1, 1980,	95,000.00
1056 to 1150, " "	May 1, 1981,	95,000.00
1151 to 1250, " "	May 1, 1982,	100,000.00
1251 to 1350, " "	May 1, 1983,	100,000.00
1351 to 1450, " "	May 1, 1984,	100,000.00
1451 to 1555, " "	May 1, 1985,	105,000.00
1556 to 1660, " "	May 1, 1986,	105,000.00
1661 to 1770, " "	May 1, 1987,	110,000.00
1771 to 1880, " "	May 1, 1988,	110,000.00
1881 to 2000, " "	May 1, 1989,	120,000.00

6. Bonds Numbers Three Hundred Thirty Six (336) to Two Thousand (2,000), both inclusive, are subject to redemption prior to maturity on May 1, 1971, or on any interest payment date thereafter at a price of par and accrued interest to date fixed for redemption plus a premium of 3%, such premium to be reduced on May 1, 1972 to 2-¾%, with a further reduction of ¼ of 1% on May 1st of each year through May 1, 1982, There shall be no premium on such bonds which may be redeemed May 1, 1983, or on any interest payment date thereafter. Notice of intention to redeem said Bonds is to be published in a financial publication in the City of New York, New York, at least once, not less than thirty (30) days before the date fixed for redemption, and thirty (30) days; notice in writing prior to the date fixed for redemption

is to be given to the bank or banks of payment. If by the date fixed for redemption, funds shall have been made available sufficient to pay any bond so called for redemption and accrued interest thereon plus the premium specified, it shall not thereafter bear interest. In the event less than all of the Bonds outstanding then eligible for prior redemption shall be thus called the Bonds then proposed to be redeemed shall be called in their inverse numerical order.

7. That the principal of and interest on said bonds shall be payable in lawful money of the United States of America at the Frost National Bank, San Antonio, Texas, or, at the option of the holder, at the Harris Trust and Savings Bank, Chicago, Illinois, or Morgan Guaranty Trust Company of New York, New York, New York, without exchange or collection charges to the owner or holder thereof, upon presentation and surrender of proper bonds and coupons.

8. That each of said bonds shall be executed by the imprinted facsimile signature of the Mayor and countersigned manually by the City Clerk and the corporate seal of the City of San Antonio, Texas, shall be impressed upon each of them. The facsimile signature of the Mayor shall have the same effect as if manually signed by him. The interest coupons attached to said bonds shall be executed by the facsimile signature of the Mayor and countersigned by the facsimile signature of the City Clerk. Such facsimile signatures shall have the same effect as manual signatures.

9. The form of said bonds shall be substantially as follows:

NO. _____ \$1,000.00

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO
WATER REVENUE BOND
SERIES 1961.

The City of San Antonio, a lawfully created and existing municipal corporation in Bexar County, Texas, out of revenues hereinafter specified, and from no other source, for value received, hereby promises to pay to bearer on May 1, 19____, the principal sum of

ONE THOUSAND DOLLARS

and from said revenues to pay interest thereon from May 1, 1961, at the rate of _____% per annum, evidenced by coupons payable November 1, 1961, and semi-annually thereafter on May 1st and November 1st of each year until the principal amount of this bond shall have been paid. Both principal of and interest on this bond are payable in lawful money of the United States of America, at the Frost National Bank, San Antonio, Texas, or, at the option of the holder, at the Harris Trust and Savings Bank, Chicago, Illinois, or Morgan Guaranty Trust Company of New York, New York, New York, without exchange or collection charges to the owner or holder hereof. Interest falling due on and prior to maturity is payable only upon presentation and surrender of the interest coupons hereto attached as they severally become due.

This bond is one of a series of bonds of like date and tenor, except as to serial number, interest rate, maturity and right of prior redemption, numbered One (1) to Two Thousand (2,000), both inclusive, of the denomination of One Thousand (\$1,000.00) Dollars each, aggregating Two Million (\$2,000,000.00) Dollars, (being part of an authorized issue of \$20,885,000.00) issued by the City of San Antonio, Texas, for the purpose of improving and extending the City's Waterworks System, in accordance with the Constitution and laws of the State of Texas, and the Charter of said City, and pursuant to an ordinance passed by the City Council, duly recorded in the minutes of said City Council.

The date of this bond in conformity with the ordinance above mentioned is January 1, 1961.

*(Bonds Numbers Three Hundred Thirty Six (336) to Two Thousand (2,000), both inclusive, of this issue, are subject to redemption prior to maturity on May 1, 1971, and on any interest payment date thereafter at a price of par and accrued interest to date fixed for redemption, plus a premium of 3%, such premium to be reduced on May 1, 1972 to 2-3/4%, with a further reduction of 1/4 of 1% on May 1st of each year through May 1, 1982, There shall be no premium on such bonds which may be redeemed May 1, 1983, or on any interest payment date thereafter. Notice of intention to redeem said bonds is to be published in a financial publication in the City of New York, New York, at least once, not less than thirty (30) days before the date fixed for redemption, and thirty (30) days' notice in writing prior to the date fixed for redemption is to be given to the banks of payment. If, by the date fixed for redemption, funds shall have been made available sufficient to pay any Bond so called for redemption and accrued interest thereon plus the premium specified, it shall not thereafter bear interest. In the event less than all of the Bonds outstanding then eligible for prior redemption shall be thus called the Bonds then proposed to be redeemed shall be called in their inverse numerical order.)

This bond and the series of which it is a part constitute special obligations of the City of San Antonio, Texas, payable both as to principal and interest from and secured by a first lien on and pledge of the revenues of the Waterworks System, after deduction of reasonable operation and maintenance expenses, including all salaries, labor, materials, repairs and extensions necessary to render efficient service, and are on a parity with the City of San Antonio, Texas, Water Revenue Bonds, Series 1959, dated January 1, 1959, City of San Antonio, Texas, Water Revenue Bonds, Series 1957-A, dated May 1, 1957, and City of San Antonio, Texas,

Water Revenue Refunding Bonds, Series 1957, dated May 1, 1957, subject only to the payment of \$7,000.00 bonds of the issue known as City of San Antonio 5½% Water Works Gold Bonds dated May 1, 1925, for the payment of which, sufficient funds have been deposited with the Treasurer of the State of Texas, Austing, Texas, and the St. Louis Union Trust Company, St. Louis, Missouri, Trustee.

This bond shall not be deemed to constitute a debt of the City of San Antonio or a pledge of its faith and credit, but shall be payable as to principal and interest solely from the net revenues derived from the operation of the Waterworks System, including all additions, extensions and improvements thereto which may hereafter be made, hereinafter referred to as the "System", and the holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation. The City hereby covenants and agrees that it will fix and maintain rates and charges for services to be rendered by the System sufficient to pay all operating, maintenance, depreciation, replacement, betterment and interest charges, and for an Interest and Sinking Fund sufficient to pay the principal of and interest on the issue of bonds of which this is one as such principal and interest matures, all in accordance with Article 1113 of the Revised Civil Statutes of Texas of 1925, as amended, and to create and maintain the several funds as prescribed in the ordinance authorizing this bond.

The City reserves the right to issue additional parity revenue bonds (including the remaining voted bonds in the amount of \$1,965,000.00 not being issued at this time) to the extent and in the manner expressly permitted by the ordinance authorizing the issuance of the Series 1957 Bonds. Such additional bonds shall be payable from the same source and secured by the same revenues, and shall be on a parity with this issue of bonds, the Series 1959 Bonds, the Series 1957-A Bonds and the Series 1957 Bonds.

In the event the City later exercises the right to combine the operations of its waterworks and sanitary sewer systems reserved to it in Section 25 of the ordinance authorizing the Series 1957 Bonds, the said Series 1957-A Bonds, the Series 1959 Bonds and the Bonds of this issue together with any additional waterworks bonds subsequently issued and any revenue bonds theretofore or thereafter issued for sanitary sewer purposes, to the extent and in the manner permitted by law at such time, will be payable from the revenues of the combined systems, including all additions, extensions and improvements thereafter made to said combined systems, and, if so authorized by law and prescribed by the City, may be further secured by a mortgage on the sanitary sewer system.

AND IT IS HEREBY CERTIFIED AND RECITED that the issuance of this bond and the series of which it is a part is duly authorized by law and by a majority of the resident, qualified electors owning taxably property in said City, and who had duly rendered the same for taxation, voting at an election held for that purpose within said City, that all acts, conditions and things required to exist precedent to and in the issuance of this bond to render the same lawful and valid have been properly done, have happened and been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas and the ordinance hereinabove mentioned, and that this series of revenue bonds does not exceed any constitutional or statutory limitations, and that provision has been made for the payment of the principal of and interest on this bond and the series of which it is a part by irrevocably pledging to the payment thereof the net revenues of the Waterworks System of the City of San Antonio, Texas, subject only to the payment of \$7,000.00 bonds of the issue known as City of San Antonio 5½% Water Works Gold Bonds dated May 1, 1925, for the payment of which sufficient funds have been deposited with the Treasurer of the State of Texas, Austing, Texas, and the St. Louis Union Trust Company, St. Louis, Missouri, Trustee.

IN WITNESS WHEREOF, the City of San Antonio, Texas, by its City Council, has caused its corporate seal to be affixed hereto, and this bond to be executed by the facsimile signature of the Mayor and countersigned by the manual signature of the City Clerk, and the annexed coupons to be executed by the facsimile signature of the Mayor and countersigned by the facsimile signature of the City Clerk.

Mayor, City of San Antonio, Texas.

COUNTERSIGNED:

City Clerk, City of San Antonio, Texas.

*(This paragraph should be omitted from Bonds Nos. 1 to 335, both incl.)

10. The form of coupon shall be substnatilly as follows:

NO. _____ \$ _____
ON THE 1ST DAY OF _____, 19____

The City of San Antonio, Bexar County, Texas, will pay to bearer *(unless the bond to which this coupon is attached shall have been called for previous redemption as therein provided and provision for the redemption thereof made) at the Frost National Bank, San Antonio, Texas, or at the option of the holder, at the Harris Trust and Savings Bank, Chicago, Illinois, or the Morgan Guaranty Trust Company of New York, New York, New York, without exchange or collection charges to the owner or holder hereof, the sum of _____ (\$_____)

Dollars, in lawful money of the United States of America, payable out of the revenues specified in the bond to which this coupon is attached, for interest in that amount then due on "City of San Antonio, Texas, Water Revenue Bond, Series 1961", dated January 1, 1961, and numbered _____. The holder of this coupon shall never have the right to demand payment thereof out of any funds raised or to be raised by taxation.

City Clerk

Mayor'

*(This parenthetical provision should be inserted only in coupons maturing November 1, 1971, and subsequent).

11. That substantially the following certificate shall be printed on the back of each bond:

OFFICE OF COMPTROLLER :

STATE OF TEXAS :

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas, to the effect that this bond has been examined by him as required by law, and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of San Antonio, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same, and said bond has this day been registered by me.

WITNESS MY HAND and seal of office at Austin, Texas,

Comptroller of Public Accounts of the
State of Texas

(SEAL)

12. The Bonds authorized by this ordinance are "Additional Bonds" as defined and permitted by the ordinance of April 4, 1957. All of the covenants, provisions, powers and conditions contained in the ordinance authorizing the Series 1957 Bonds, securing and applying to such bonds, shall secure and apply to the said Series 1957-A Bonds, the Series 1959 Bonds, and the Series 1961 Bonds, subject only to the payment of \$7,000.00 bonds of the issue known as City of San Antonio 5½% Water Works Gold Bonds dated May 1, 1925, for the payment of which sufficient funds have been deposited with the Treasurer of the State of Texas, Austin, Texas, and the St. Louis Union Trust Company, St. Louis, Missouri, Trustee, and such covenants, provisions, powers and conditions shall apply to and govern the rights of the holders of the Bonds, as fully and effectually and to the same extent and in the same manner as if all of said covenants, provisions, powers and conditions were fully set forth herein.

The Series 1961 Bonds, the Series 1959 Bonds, the Series 1957-A Bonds and the said Series 1957 Bonds shall be on a parity in all respects subject only to the payment of the \$7,000.00 bonds above mentioned, so that no bond of any series shall be entitled to any preference or priority over any bond of the other series.

13. The Bonds authorized by this ordinance and complete record relating thereto shall be submitted to the Attorney General of Texas for his approval, and after he shall have approved them the Bonds shall be deposited with the Comptroller of Public Accounts for registration. Upon registration of said bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's certificate of registration prescribed herein to be printed on the back of each bond, and the seal of said Comptroller shall be affixed to each of said bonds.

14. That the sale of the bonds herein authorized to Blyth & Co., Inc. New York & Associates, at a price of par and accrued interest to date of delivery, plus a premium of \$615.40, is hereby confirmed. Delivery of such bonds shall be made to such purchaser as soon as may be after the passage of this ordinance upon payment therefor in accordance with the terms of sale.

15. All ordinances and resolutions, and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

PASSED AND APPROVED this the 21st day of June, 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,572

PROVIDING THAT THE BOARD OF TRUSTEES OF THE SAN ANTONIO PUBLIC LIBRARY SHALL BE COMPOSED OF NINE MEMBERS, AND APPOINTING CERTAIN PERSONS AS MEMBERS OF THE SAID BOARD.

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

1. Pursuant to Section 124 of the City Charter, the number of members of the Board of Trustees of the San Antonio Public Library is hereby fixed at nine (9).

2. The following persons are hereby appointed members of said Board of Trustees for terms expiring May 31, 1962:

- Leo Galindo
- Paul A. Darrow
- Candelario Saenz
- Everett Turben

3. The following persons are hereby appointed members of said Board of Trustees for terms ending May 31, 1963:

- Mrs. Atlee B. Ayers, Sr.
- Walter Buehler
- Martin Goland
- James Laurie
- Mendell Kaliff

4. After said initial terms, all subsequent appointments shall be for two-year terms.

5. The Board shall select from among its members a chairman; provided, however, that no person shall serve as chairman for more than 24 consecutive months.

6. All ordinances and parts of ordinances in conflict herewith are repealed.

7. PASSED AND APPROVED this 21st day of June, 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk

AN ORDINANCE 29,578³ ✓

AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND THE NORTHEAST INDEPENDENT SCHOOL DISTRICT PROVIDING FOR INSTALLATION OF A SEWER LINE UNDER NACOGDOCHES ROAD AND BITTERS ROAD BETWEEN OAK GROVE SCHOOL AND GARNER SCHOOL.

* * * * *

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

1. The City Manager is authorized to execute an agreement between the City and the Northeast Independent School District, authorizing the District, at its expense, to construct a force-life sanitary sewer line between Oak Grove School and Garner School along and under Nacogdoches Road and Bitters Road. A copy of said agreement is attached hereto and incorporated herein by reference for all purposes.

2. PASSED AND APPROVED this 21st day of June, 1961.

WALTER W. McALLISTER, MAYOR

ATTEST: J. H. Inselmann
Asst. City Clerk