

WHEREAS, the San Antonio Water Supply Corporation is asserting certain rights to collect fees for connections made to the sanitary sewer line constructed by said corporation; and,

WHEREAS, the City of San Antonio was unable to purchase these rights asserted by San Antonio Water Supply Corporation; and,

WHEREAS, The City Council is of the opinion that the City should reimburse each individual connecting to the subject sanitary sewer line in the amount they paid San Antonio Water Supply Corporation; NOW, THEREFORE:

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

1. The sum of \$500.00 is hereby authorized to be paid out of Sewer Rental Pledge Fund No. 204 to reimburse the following named parties for the fees paid by them to San Antonio Water Supply Corporation, for sanitary sewer connections:

a. \$300.00 payable to Covina Homes, Inc., 4020 Austin Highway, San Antonio, Texas, for connections at 4327 Judivan St; 4407 and 4411 Tallulah, Sewer Permit Nos. L-7895 and L-7065;

b. \$200.00 payable to Pogue and Pogue, Inc., 748 Rittiman Road, San Antonio, Texas for connections at 3214 Woodcrest and 7519 Quail Run, Sewer Permit Nos. L-7985 and 7986.

2. PASSED AND APPROVED this 31st day of October, 1962.

Walter C. Gunstream  
MAYOR PRO TEM

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,876

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

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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. 1679)

The rezoning and reclassification of property from "D" Apartment District to "J" Commercial District listed below as follows:

Lot 31 and 32, NCB 11688

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 November, 1962.

Walter C. Gunstream  
MAYOR PRO TEM

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,877

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

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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. 1750)

The rezoning and reclassification of property from "J" Commercial District to "M" Manufacturing District listed below as follows:

Lot 30, Blk 90, NCB 3249; and that portion of Lot 32, Blk 91, NCB 3248, not zoned "MM" Manufacturing District.

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 November, 1962.

Walter C. Gunstream  
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,878

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. 1762)

The rezoning and reclassification of property from "B" Residence District to "C" Residence District listed below as follows:

Lot 49, NCB 10111; and Lot 29, NCB 10112

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 November, 1962.

Walter C. Gunstream  
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,879

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. 1768)

The rezoning and reclassification of property from "B" Residence District to "JJ" Commercial District listed below as follows:

Lots 21 and 22, Blk 3, NCB 11257

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 November, 1962.

Walter C. Gunstream  
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN - City Clerk

## AN ORDINANCE 30,880

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. 1785)

The rezoning and reclassification of property from "B" Residence District to "E" Office District listed below as follows:

Lot 2, NCB 10490

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 November, 1962.

Walter C. Gunstream  
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN  
City Clerk

## AN ORDINANCE 30881

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.) 1751)

The rezoning and reclassification of property listed from "D" Apartment to "J" Commercial District listed below as follows:

Lot 33, NCB 3895

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 November, 1962.

Walter C. Gunstream  
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN  
City Clerk

## AN ORDINANCE 30882

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 Com-

missioners of the City of San Antonio on the 3rd day of November, 1938, be and the same si here-  
by 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. 1739)

The rezoning and reclassification of property from "B" Residence District to "D"  
Apartment District and "F" Local Retail District listed below as follows:

Lots 25 and 26, NCB 7902 from "B" Residence to "D" Apartment Dis-  
trict; and Lot 24, NCB 7902 from "B" Residence to "F" Local Retail  
District.

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

3. That the Chief Building Inspector and the Director of Planning shall change their re-  
cords 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 November, 1962.

Walter C. Gunstream  
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30884

ACCEPTING THE LOW BID OF WILLIAM GOETZ & SONS FOR CONSTRUCTION OF WESTFALL BRANCH  
LIBRARY BUILDING; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR;  
APPROPRIATING THE SUM OF \$88,900.00 PAYABLE TO WILLIAM GOETZ & SONS AND APPROPRIATING  
THE SUM OF \$1,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT, SAID APPROPRIATING TO  
BE MADE FROM SAN ANTONIO LIBRARY WESTFALL FUND NO. 750-03.

\* \* \* \* \*

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

1. The attached low base bid of William Goetz & Sons, in the amount of \$88,900.00 for  
the construction of Westfall Branch Library Building at Vance Jackson and Expressway Frontage  
Road, is hereby accepted.

2. The City Manager is hereby authorized to execute the standard Public Works construc-  
tion contract for the project mentioned in Paragraph 1 above, same being attached hereto and ex-  
pressly made a part hereof.

3. The following sums are hereby appropriated out of San Antonio Public Library Westfall  
Fund No. 750-03 in connection with the contract above authorized:

- a. \$88,900.00 payable to William Goetz & Sons
- b. \$1,000.00 as a construction contingency account.

4. PASSED AND APPROVED this 7th day of November, 1962.

Walter C. Gunstream  
M A Y O R P R O T E M

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30883

MANIFESTING A PERMIT TO PHILLIPS PETROLEUM COMPANY FOR CONSTRUCTION OF A PIPE LINE  
IN A PORTION OF SPRINGFIELD ROAD.

\* \* \* \* \*

WHEREAS, Phillips Petroleum Company plans to construct a products terminal on a tract of  
land adjacent to Springfield Road and Boatman Road, located in part within and in part outside  
the limits of the City of San Antonio, and

WHEREAS, said Company proposes to supply such products terminal by connecting to a line  
of Humble Pipe Line Company which crosses Springfield Road; and

WHEREAS, Phillips Petroleum Company has requested a permit for the construction of a pipe  
line in Springfield Road right of way in the City of San Antonio for the aforementioned purpose  
of supplying its proposed products terminal from the aforesaid Humble Pipe Line Company pipeline,  
NOW, THEREFORE,

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

1. This ordinance manifests a permit to Phillips Petroleum Company, a private corporation  
hereinafter called "Permittee", to construct an 8" Products Pipeline in Springfield Road in the  
City of San Antonio upon the following terms and conditions:

(a) Such pipeline shall be constructed and located as shown on the sketch prepared by  
Permittee, marked Exhibit "A" and attached hereto.

(b) Construction of said pipeline shall be subject to inspection and approval by the  
Director of Public Works as to compliance herewith.

(c) Permittee shall restore the surface of Springfield Road and any utilities presently

*amended  
and 3/10/25  
1/19/63  
amended by  
131025  
1/19/63*

located in its right of way.

(d) Permittee agrees that any Cathodic protection applied to said pipeline shall be of a type approved by the City Public Service Board.

(e) Permittee agrees that construction of said pipeline shall comply with applicable statutes and ordinances including the building codes of the City of San Antonio.

(f) Permittee shall adjust the location of said pipeline within Springfield Road right of way within 30 days after receipt of notice from the City requiring such adjustment.

(g) Permittee shall remove said pipe line from Springfield Road right of way within 180 days after receipt of notice from the City requiring such removal and/or terminating this permit.

(h) All construction, adjustment, relocation, maintenance and repairs required of or permitted the Permittee hereby shall be at the expense of Permittee.

(i) The City assumes no liability or expense by reason of the grant or exercise of this permit.

(j) Permittee, by the acceptance of the terms hereof, agrees to indemnify and hold the City of San Antonio harmless from all claims for personal injury and property damage arising out of or resulting from construction of said pipeline or from its existence and operation hereunder.

(k) The City of San Antonio reserves the right to perform such street, drainage or utility construction or relocation work in Springfield Road as it may deem necessary without incurring liability to Permittee.

(l) The term of this permit shall be for a period of 25 years from date hereof, unless terminated at an earlier date. Permittee shall pay to the City compensation for this permit at the rate of \$10.00 per year or a total of \$250.00 payable in advance upon acceptance hereof. If this permit is terminated by the City, the unaccrued portion of such payment shall be refunded to Permittee.

2. This permit shall become effective only upon receipt by the City of the aforementioned compensation and acceptance by Permittee as provided below.

3. PASSED AND APPROVED this 7th day of November, 1962.

Walter C. Gunstream  
MAYOR PRO TEM

ATTEST: J.H. INSELMANN  
City Clerk

Permittee, acting by and through its designated officers, pursuant to a resolution of its Board of Directors, accepts and agrees to the terms and conditions of the foregoing permit, this 7th day of November, 1962.

ATTEST: \_\_\_\_\_  
Secretary

PHILLIPS PETROLEUM COMPANY, PERMITTEE

BY: \_\_\_\_\_  
President

\_\_\_\_\_  
Mailing Address

A RESOLUTION

WHEREAS, in the death of Henry Guerra, Sr., the City of San Antonio has lost a most valuable member of the community, and

WHEREAS, Henry Guerra, Sr., was an outstanding businessman and civic leader who served the City of San Antonio for many years as a Member of the Zoning Board of Adjustment and as Vice-Chairman of the Urban Renewal Agency, NOW, THEREFORE:

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

1. This Council expresses deep and heartfelt sorrow in the loss of this outstanding civic leader who contributed so freely of his time to the progress and prosperity of the community.

2. Be it further resolved that this Resolution be inscribed in the public records of the City of San Antonio and a copy be forwarded to the bereaved family with a sincere expression of sympathy.

3. PASSED AND APPROVED this 7th day of November, 1962.

Walter C. Gunstream  
MAYOR PRO TEM

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30885

AUTHORIZING EXECUTION BY THE CITY OF THE GRANT AGREEMENT WITH THE UNITED STATES OF AMERICA (FEDERAL AVIATION AGENCY) FOR THE IMPROVEMENTS AT SAN ANTONIO INTERNATIONAL AIRPORT, PROJECT 9-41-080-0314.

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

1. The Grant Agreement with the United States of America (through the Federal Aviation Agency) for Federal funds for improvements at San Antonio International Airport, Project 9-41-080-0314, Contract No. FA SW -1097, is hereby accepted and the City Manager is authorized to execute such agreement on behalf of the City.

2. A copy of said Grant Agreement is attached hereto and incorporated herein by reference.

3. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part I-Offer

Date of Offer August 13, 1962

San Antonio International Airport

Project No. 9-41-080-C314

Contract No. FA SW-1097

TO: The City of San Antonio, Texas  
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency; herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 5, 1962 for a grant of Federal funds for a project for development of the San Antonio International Airport (herein called "Airport") together with plans and specifications for such project, which Project Application as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (Herein called the Project) consisting of the following-described airport development:

Reconstruct and strengthen Taxiway "E" at intersection with Runway 17-35; replace M.I. lighting Runway 17-35; install taxi guidance sign system; construct crash station, including fire lane to Taxiway "B" and necessary utilities to serve crash station; install electrical service and transformer vault and equipment and reconnect (re-route) field lighting circuits. (The airport development to be accomplished, herein described, is in addition to that contemplated or accomplished under the Grant Agreements between the Sponsor and the United States for Projects Nos. 9-41-080-801, 9-41-080-802, 9-41-080-003, 9-41-080-004, 9-41-080-005, 9-41-080-206, 9-41-080-507, 9-41-080-5608, 9-41-080-5709, 9-41-080-5810, 9-41-080-6011, 9-41-080-6012, and 9-41-080-6113.

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW, THEREFORE: pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, 75 per centum of the allowable costs of installation of high intensity runway lighting on the N/S and E/W designated instrument landing runways, and 50 per centum of all other allowable project costs, subject to the following terms and conditions:

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$189,562.00

2. The Sponsor shall:

(a) begin accomplishment of this Project within ninety (90) days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;

(b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 550.8 of the Regulations of the Federal Aviation Agency (14 CFR 550) in effect as of the date of acceptance of this Offer; which Regulations:

(c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA, or his duly authorized representative.

3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 550.4 (a) of the Regulations.

4. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of Section 550.9 of the Regulations, Final deter-

mination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein.

6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

7. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before October 12, 1962 or such subsequent date as may be prescribed in writing by the FAA.

8. It is understood and agreed by and between the parties hereto that Paragraph 9 of Part III-Sponsor's Assurances of the Project Application, dated June 5, 1962, is hereby deleted in its entirety. It is recognized by the parties hereto that Paragraph (5) of Section II of the Federal Airport Act (49 U.S.C. 1101(5)(K) as amended, provides that the sponsor "will furnish without cost to the Federal Government for use in connection with any air traffic control activities, or weather-reporting activities and communications activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the sponsor as the Administrator may consider necessary or desirable for construction at Federal Government expense of space or facilities for such purposes." The Federal Government does not now plan or contemplate the construction of any structures for any of the activities set forth in said Paragraph (5) of Section II and, therefore, it is further understood and agreed that the sponsor is under no obligation to furnish any such areas or rights under this Grant Agreement. However, nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligations of the sponsor under prior Grant Agreements to furnish rent-free space for the aforementioned activities.

9. It is further understood and agreed that the terms "Regional Administrator of the Federal Aviation Agency, Region 2" and "Regional Administrator", wherever they appear in the Project Application, Plans and Specifications, and any other documents constituting a part of said Grant Agreement, are changed to mean the Assistant Administrator, Southwest Region, of the Federal Aviation Agency, or the Assistant Administrator, Southwest Region, as the case may be, and such documents and papers constituting part of this Grant Agreement shall be read as though so worded.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA  
FEDERAL AVIATION AGENCY

BY Archie W. League  
Assistant Administrator, Southwest Region

PART II - ACCEPTANCE

The City of San Antonio, Texas does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1962.

CITY OF SAN ANTONIO  
Name of Sponsor

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST \_\_\_\_\_

TITLE \_\_\_\_\_

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for the City of San Antonio, Texas (Herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Texas and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 1962.

\_\_\_\_\_  
Title

PROJECT APPLICATION

PART I - PROJECT INFORMATION

The City of San Antonio, Texas (herein called the "Sponsor") hereby makes application to the

Regional Administrator of the Federal Aviation Agency, Region SW (herein called the "Regional Administrator"), for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a project (here called the "Project") for development of the San Antonio International Airport (herein called the "Airport") located in San Antonio State of Texas.

It is proposed that the Project consist of the following-described airport development:

1. Reconstruct and strengthen Taxiway "E" at intersection with Runway 17-35.
2. Replace lighting for Runway 17-35.
3. Install taxi guidance sign system.
4. Construct crash station.
5. Install electrical service and field lighting vault.
6. Install equipment and re-connect (re-route) field lighting circuits.

all as more particularly described on the property map attached (hereto as Exhibit "A")\* and in the plans and specifications submitted to the Regional Administrator on May 28, 1962 which are made a part hereof.

THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT:

ITEM	TOTAL ESTIMATED COST	ESTIMATED SPONSOR'S SHARE OF COST		ESTIMATED FEDERAL SHARE OF COST	
		Amount	Per Cent	Amount	Per Cent
1. Land Costs	0.00	0.00		0.00	
2. Construction cost	311,545.05				
3. Engineering and Supervision costs	24,923.60				
4. Administrative Costs	0.00				
5. Total of 2,3 and 4 above	336,468.65	154,338.08		182,130.57	
6. Contingencies	15,577.25	7,145.28		8,431.97	
7. Total all estimated Project Costs Items 1,5, and 6	352,045.90	161,483.36		190,562.54	

#### PART II - REPRESENTATIVES

The Sponsor hereby represents and certifies as follows:

1. Legal Authority - The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carryout the Project in conformity with the Act and the Regulations; (2) to accept, receive, and disburse grants of funds from the United States in aid of the Project, on the terms and conditions stated in the Act and the Regulations; and (3) to carry out all of the provisions of Parts III and IV of this Project Application.

2. Funds - The Sponsor now has on deposit, or is in a position to secure, \$161,483.36 for use in defraying the costs of the Project. The present status of these funds is as follows:

Cash in Airport Improvement Fund.

3. Approvals of Other Agencies - The Project has been approved by all non-Federal agencies whose approval is required, namely:

None.

4. Defaults - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation or maintenance of any airport, except as stated herewith:

None.

5. Possible Disabilities - There are no facts or circumstances (including the existence of effective or proposed lease, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carryout and complete the Project or carry out the provisions of Parts III and IV of the Project Application, either by limiting its legal or financial ability or otherwise, except as follows:

None.

6. Land - The Sponsor holds the following property interests in the following areas of land which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interest, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Area 1 in fee simple as outlined in red.

Easement on Area 2 as outlined in blue.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interest.

#### PART III - SPONSOR'S ASSURANCES

In order to furnish the assurances required by the Act and Regulations the Sponsor hereby covenants and agrees with the United States, as follows:

1. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the Regional Administrator, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project.

2. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, classes: Provided, That the Sponsor may establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: And Provided Further, That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. The Sponsor will not exercise, grant, or permit any exclusive right for the use of the Airport forbidden by Section 308 of the Federal Aviation Act of 1958. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will not either directly or indirectly exercise, or grant to any person, firm, or corporation, or permit any person, firm, or corporation to exercise any exclusive right for the use of the Airport for commercial flight operations, including air carrier transportation rental of aircraft, conduct of charter flights, operation of flight schools, or the carrying on of any other service or operation requiring the use of aircraft.

4. The Sponsor agrees that it will operate the Airport for the use and benefit of the public on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

1. to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

2. to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service: Provided, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

b. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

c. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection a, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection a.

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

6. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes: Provided, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and Provided Further, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

7. Insofar as it is within its powers and reasonably possible, the Sponsor will either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section A of FAA Technical Standard Order No. N18, dated April 26, 1959. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land.

8. All facilities of the Airport developed with Federal aid, and all those usable for the landing and taking-off of aircraft, will be available to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft, except that if the use by military and naval aircraft is substantial, a reasonable share, proportional to such use of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the Regional Administrator, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by military and naval aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Regional Administrator, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more military or naval aircraft are regularly based at the airport or on

land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each take-off as a movement) of military or naval aircraft is 300 or more, or the gross accumulative weight of military or naval aircraft using the Airport (the total movements of military or naval aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

9. Whenever so requested by the Regional Administrator, the Sponsor will furnish to any civil agency of the United States without charge (except for light, heat, janitor service, and similar facilities and services at the reasonable cost thereof), such space in airport buildings as may be determined by the Regional Administrator to be reasonably adequate for use in connection with any airport air traffic control which are necessary to the safe and efficient operation of the Airport and which such agency may deem it necessary to establish and maintain at the airport for such purposes: Provided, however, That the amount of space the Sponsor may be required to furnish for such purposes, and on such condition, shall not be in excess of the maximum amounts prescribed in the Grant Agreement relating to the Project. Such space or any portion thereof will be made available as provided herein with six months after receipt of written request from the Regional Administrator. Additional building space for such purposes may be furnished to any civil agency of the United States upon such terms as may be agreed upon between such civil agency and the Sponsor.

10. The Sponsor will furnish the Regional Administrator with such annual or special airport financial and operational reports as he may reasonably request. Such requests may be submitted to the Regional Administrator on forms furnished by him, or may be submitted in such manner as the Sponsor elects so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, will be made available for inspection by any duly authorized representative of the Regional Administrator, upon request, a true copy of any such document.

11. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the Regional Administrator to be eligible under the Act and the Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

12. The Sponsor will keep up to date at all times a master plan layout of the Airport showing: (1) the boundaries of the Airport and of all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads) including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such master plan layout, and each amendment, revision, or modification thereof, shall be subject to the approval of the Regional Administrator, which approval shall be evidenced by the Signature of the Regional Administrator or his authorized representative on the face of the master plan layout as so approved by the Regional Administrator, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

13. (a) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interests in the following areas of land on which such construction work is to be performed all of which areas are identified on the property map which is attached hereto and identified as Exhibit "A":

None/

(b) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interests in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the property map which is attached hereto and identified as Exhibit "A":

Area 3 on fee simple as outlined in orange.

14. If at any time it is determined by the Regional Administrator that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in paragraph 3 of Part II and paragraphs 13(a) and 13(b) of this Part, the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify said right or claim of right in a manner acceptable to the Regional Administrator.

15. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

#### PART IV - PROJECT AGREEMENT

If the Project or any portion thereof is approved by the Regional Administrator, and an offer of Federal aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the Regional Administrator, and the Grant Agreement with respect to the Project.

IN WITNESS WHEREOF, the Sponsor has caused this Project Application to be duly executed in its name, this 5th day of June, 1962.

CITY OF SAN ANTONIO, TEXAS  
Sponsor

BY B.J. Shelley  
City manager

## OPINION OF SPONSOR'S ATTORNEY

I hereby certify that all statements of law made in this Project Application and all legal conclusions upon which the representations and covenants contained herein are based, are in my opinion true and correct.

/s/ Crawford B. Reeder  
City Attorney

June 5th , 1962

## AN ORDINANCE 30,886

ACCEPTING THE LOW BID OF ALDER ELECTRIC COMPANY TO RECONSTRUCT AND STRENGTHEN TAXIWAY AT "E" INTERSECTION WITH RUNWAY 17-35, CONSTRUCT UTILITIES SERVICES AND DRIVE FOR CRASH STATION, INSTALL ELECTRICAL SERVICE AND TRANSFORMER VAULT AT SAN ANTONIO INTERNATIONAL AIRPORT: AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR APPROPRIATING THE SUM OF #102,653.47 PAYABLE TO ALDER ELECTRIC COMPANY: THE SUM OF \$5,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT: THE SUM OF \$4,500.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT: THE SUM OF \$8,212.28 PAYABLE TO M.R. MITCHELL & ASSOCIATES, CONSULTING ENGINEERS, ALL OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND NO. 803-07.

\* \* \* \* \*

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

1. The attached low bid of Alder Electric Company in the amount of 102,653.47 to be reconstruct and strengthen taxiway "E" at intersection with runway 17-35, construct utilities services and drive for crash station, install electrical service and transformer vault at San Antonio International Airport in connection with FAA Project 9-14-080-C314 is hereby accepted.
2. The City Manager is hereby authorized to execute the contract for the Project mentioned in Paragraph 1 above.
3. The contract is attached hereto and made a part hereof.
4. The following sums are hereby appropriated out of International Airport Bond and Construction Fund No. 803-07;
  - a. \$102,653.47 payable to Alder Electric Company;
  - b. \$5,000.00 as a Construction Contingency Account;
  - c. \$4,500.00 as a Miscellaneous Expenses Contingency Account;
  - d. \$8,212.28 payable to M.R. Mitchell & Associates, Consulting Engineers. Said amount being eight percent (8%) of the contract cost.
5. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

## AN ORDINANCE 30,887

ACCEPTING THE LOW BID OF WILLIAM E. GOETZ & SONS FOR CONSTRUCTION OF CRASH STATION AT SAN ANTONIO INTERNATIONAL AIRPORT: AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR: APPROPRIATING THE SUM OF \$85,888.00 PAYABLE TO WILLIAM E. GOETZ & SONS; THE SUM OF \$1,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT THE SUM OF \$2,500.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT; THE SUM OF \$497.84 PAYABLE TO RALPH H. CAMERSON, ARCHITECT, ALL OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUNDNO. 803-07.

\* \* \* \* \*

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

1. The attached low bid of William E. Goetz & Sons, in the amount of \$85,888.00 for the for the construction of a crash station at San Antonio International in connection with FAA Project No. 9-41-080-C314 is hereby accepted.
2. The City Manager is hereby authorized to execute a contract for the project mentioned in Paragraph 1 above.
3. The contract is attached hereto and made a part hereof.
4. The following sums are hereby appropriated out of International Airport Bond and Construction Fund No. 803-07;
  - a. \$85,888.00 payable to William E. Goetz & Sons.
  - b. \$1,000.00 as a Construction Contingency Account.
  - c. \$2,500.00 as a Miscellaneous Expenses Contingency Account.
  - d. \$97.84 payable to Ralph H. Cameron, Architect. Said sum being the additional amount necessary to cover architect fee on this project.
5. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,888

ACCEPTING THE LOW BID OF LOYD ELECTRIC COMPANY, INC., TO REPLACE LIGHTING FOR RUNWAY 17-35, INSTALL TAXIWAY GUIDANCE SIGN SYSTEM, INSTALL EQUIPMENT AND RECONNECT FIELD LIGHTING AT SAN ANTONIO INTERNATIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$73,285.01 PAYABLE TO LOYD ELECTRIC COMPANY, INC., THE SUM OF \$12,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; THE SUM OF \$3,000.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT; THE SUM OF \$5,862.80 PAYABLE TO M.R. MITCHELL & ASSOCIATES, CONSULTING ENGINEERS, ALL OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND NO. 803-07.

\* \* \* \* \*

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

1. The attached low bid of Loyd Electric Company, Inc., in the amount of \$73,285.01, to replace lighting for runway 17-35, install taxiway guidance sign system, install equipment and reconnect field lighting at San Antonio International Airport in connection with FAA Project 9-41-080-C314 is hereby accepted.

2. The City Manager is hereby authorized to execute the contract for the project mentioned in Paragraph 1 above.

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

4. The following sums are hereby appropriated out of International Airport Bond and Construction Fund No. 803-07:

a. \$73,285.01 payable to Loyd Electric Company, Inc.:

b. \$12,000.00 as a Construction Contingency Account;

c. \$3,000.00 as a Miscellaneous Expenses Contingency Account;

d. \$5,862.80 payable to M.R. Mitchell & Associates, Consulting Engineers. Said amount being eight per cent (8%) of the contract cost.

5. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

PROPOSAL

Project No. 9-41-080-C314  
San Antonio, Texas  
Page No. 8

TO THE CITY OF SAN ANTONIO, TEXAS:

DATE November 8, 1962

In compliance with your invitation for bids dated November 8, 1962 for undersigned hereby proposes to furnish the materials and perform the work for Additions and Improvements to the San Antonio International Airport, F.A.A.P. No. 9-41-080-C314, Replace Lighting for Runway 17-35; Install Taxiway Guidance Sign System; Install Equipment and Reconnect Field Lighting, in strict accordance with the plans, specifications, schedules, drawings, and invitation for bids which are hereby made a part of this proposal for the consideration of \$73,283.53 and agrees upon receipt of written notice of the acceptance of this bid within 10 days after the date of opening of bids, that he will execute a contract in accordance with the bid as accepted, and give separate performance and payment bond with good and sufficient surety or sureties, within 10 days after the prescribed forms are presented for signature.

The undersigned as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, corporation; that Bidder has carefully examined the form of contract instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that Bidder will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the quantities of work listed in this proposal to be done, are approximate only, and are intended principally to serve as a guide in figuring out the bids.

It is further understood that the schedule of minimum wages as established by the Secretary of Labor and included in the specifications are to govern on this project and the bidder certifies that he has examined this schedule of wages and that the prices bid are based on such established wage rates.

The bidder further agrees that if awarded the contract, he will commence the work within 10 calendar days of the date set by the Engineer, in the notice to proceed and that he will complete the work within 120 working days.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Enclosed is security as required, consisting of 5% of total bid of the amount of Bid bond

for 5% of bid

Loyd Electric Co., Inc.  
John F. Loyd, President  
511 El Paso Street  
San Antonio 7, Texas

Contract Form for Ordinance 30887

STATE OF TEXAS }  
COUNTY OF BEXAR }

This agreement made this 14 day of November, 1962, by and between the City of San Antonio Texas, hereinafter called the "Owner" and Wm. E. Goetz & Sons, a partnership consisting of Howard C. Goetz, Walter E. Goetz and Wallace L. Boldt, all of San Antonio, Bexar County, Texas. or his/their executors, administrators, heirs, successors or assigns, hereinafter called the "Contractor".

WHEREAS, the Owner desires to enter into contract for all labor, materials and equipment required for the construction and completion of a Crash Station (building only except for utilities which will be carried fivefeet (5') outside building for connectioy by others) at the San Antonio International Airport, San Antonio, Texas, inclusive of heating, plumbing, and electrical work, in strict accordance with the provisions of the Advertisement for Bids, the Instructions to Bidders, the General Conditions, the Supplementary General Conditions, the Proposal Form, the Specifications, and the Drawings (and addenda, if any), marked F.A.A. Project No. 9-41-080-C314, all as prepared by Ralph H. Cameron, Architext, and all work required thereunder to be under this supervision, all of which are made a part hereof, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the above desired and outlined work, and is ready and willing to perform such work in accordance with the provisions of the Advertisement for Bids, the Instructions to Bidders, the General Conditions, the Supplementary General Conditions, the Proposal Form the Specifications, and the Drawings marked F.A.A. Project No. 9-41-080-C314.

WITNESSETH: That for and in consideration of the prices mentioned in the Proposal Form hereto attached and made a part of this contract the said Contractor agrees to provide, at his own cost and expense, all the labor, materials and equipment required for the construction and completion of a Crash Station (building only except for utilities which will be carried five (5') outside building for connection by others) at the San Antonio International Airport, San Antonio Texas in accordancw tih the provisions of the Advertisement for Bids, the Instructions to Bidders, the General Conditions, the Supplementary General Conditions, the Proposal Form, the Specifications, and the Drawings marked F.A.A. Project No. 9-41-080-C314, and in full compliance with all terms of the Specifications and the requirements of the Owner or its authorized representatives.

The said Contractor further agrees to begin wor, on or before the 10th day of the following date set by the Owner in the written Notice to Proceed, and to complete allparts of the work on or before the expiration of the number of working days from date of written notification of commence the work that is tipulated in the Proposal Form, subject to any authorized extensions of time that are specified as allowable.

And said Owner, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the bid sum set forth in the attached Proposal Form and in the manner provided in the attached Specifications.

Partial payments will be made to the Contractor on or before the first calendar day of each month after date of Contract for work done and materials and equipment furnished for the month ending the 27th calendar day of the previous month, submect to the provisions of the attached specifications.

IN WITNESS WHEREOF, the parties have set their hands the date herein named.

CITY OF SAN ANTONIO

BY /s/ David Harner  
Assistant City Manager

ATTEST: /s/ James C. Kenny

ATTEST: /s/ Sam Wolf  
Assistant City Attorney

William E. Goetz  
Contractor

By /s/ Howard C. Goetz  
Partner

2379 Military Dr., N.E.  
P.O. Box 6448  
San Antonio, Texas

AN ORDINANCE 30889

APPROPRIATING THE ADDITIONAL SUM OF \$2,339.16 FROM INTERNATIONAL AIRPORT BOND & CONSTRUCTION FUND NO. 803-04 (FAA 9-41-080-6011) PAYABLE TO AYERS & AYERS ARCHITECTS, FOR ARCHITECTURAL SERVICES IN CONNECTION WITH IMPROVEMENTS TO THE TERMINAL BUILDING ON SAN ANTONIO INTERNATIONAL AIRPORT.

\* \* \* \* \*

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

1. The additional sum of \$2,338.16 is hereby appropriated out of International Airport Bond & Construction Fund No. 803-04 (FAA 9-41-080-6011) payable to Ayers & Ayers for architectural services in connection with certain improvements to the Terminal Building at San Antonio International Airport pursuant to the contract for such services approved by Ordinance #25961 on January 9, 1958.

2. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,890

AUTHORIZING EXECUTION OF A LEASE OF AN AREA AT STINSON MUNICIPAL AIRPORT TO THE UNITED STATES DEPARTMENT OF AGRICULTURE.

\* \* \* \* \*

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

1. The City Manager is authorized to execute a lease of 3200 square feet of ground at Stinson Municipal Airport to the United States Department of Agriculture for the period October 11, 1962, to June 30, 1963, at \$20.00 per month. A copy of said lease is attached hereto and incorporated herein by reference.

2. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,890

*amended  
ord 30,891  
11/16/62*

AUTHORIZING EXECUTION OF A LEASE TO CONTINENTAL AIRLINES, INC., OF SPACE IN HANGAR 2 AT SAN ANTONIO INTERNATIONAL AIRPORT.

\* \* \* \* \*

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

1. The City Manager is authorized to execute a lease to Continental Airlines, Inc., to space in and adjacent to Hangar 2 (Lease Area 2-3) at San Antonio International Airport. Said Lease is filed herewith and incorporated herein for all purposes.

2. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS

COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through Mr. David Harner, its Assistant City Manager, pursuant to Ordinance No. 30,891 adopted November 14th, 1962 (hereinafter called "Lessor"), and Continental Air Lines, Inc., a corporation incorporated under the laws of the Nevada (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

The Lessor does hereby and by these presents demise and lease unto Lessee the following premises located at the San Antonio International Airport (hereinafter called "Airport"), San Antonio, Bexar County, Texas, as shown on Exhibit 2 which is attached hereto and made a part hereof:

- A. Building: 106 square feet in Hangar #2
- B. Ground: 212 square feet

2. BASE RENTAL

Lessee agrees to pay Lessor monthly in advance the following rental:

<u>Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
AB. Building	106 sq. ft.			
B. Ground	212 sq. ft.			
TOTAL			\$300.00	\$25.00

3. TERM

The term of this lease shall be for the one-year period beginning September 1, 1992.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other: Storage space incidental to operation of certificated scheduled air carrier.

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$100,000 for one person and \$250,000 for one accident on personal liability, and \$50,000 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and its shall name Lessor as co-insured. Such policy shall contain the following provision: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. PERFORMANCE BOND

Lessee shall not be required to provide a performance or surety bond at the time of the execution of this lease, but if lessee fails to satisfactorily perform all terms, conditions, and covenants contained herein, Lessor shall have the right to demand such a bond. In the event, Lessee shall deliver to Lessor a cash deposit or surety bond(s) in the amount of \$500.00 issued by a sound indemnity company authorized to do business in Texas in form approved by the City Attorney of the City of San Antonio. Nothing in this paragraph shall be inferred as affecting the rights of the Lessor as set out in Paragraph 5 of Exhibit #1 hereto.

7. STANDARD PROVISIONS AND COVENANTS

The Standard Provisions and Covenants set forth in Exhibit 1, attached hereto, incorporated herein and made a part hereof, except Paragraphs 1, 2, 4B2, and 6, which have been deleted therefrom.

EXECUTED this 14th day of November, 1992.

CITY OF SAN ANTONIO, Lessor

BY: Assistant City Manager

CONTINENTAL AIRLINES, INC., Lessee

BY: /s/ P. Schorlg  
Vice President, Purchasing & Property

Stapleton Airfield  
Denver 7, Colorado

EXHIBIT NO. I

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee: Continental Air Lines, Inc., a corporation incorporated under the Laws of Nevada.

\* \* \* \* \*

3. USE(S) OF PREMISES:

A. Lessee shall have the right to use, in common with other persons, all public facilities at San Antonio International Airport in such manner as may be necessary or convenient to the conduct of Lessee's business. Use of such facilities is and shall be subject to regulation by ordinance(s) or rules adopted by the City of San Antonio.

B. Lessee may construct, alter or extend improvements on the leased premises only in accordance with the provisions of Paragraph 4 below.

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

Construction of new improvements, or of additions or alterations to existing improvements, on the leased premises may be done by Lessee only after submission of acceptable plans for same to Lessor and receipts of written approval from Lessor. Such construction shall be in compliance with applicable ordinances of the City of San Antonio.

B. MAINTENANCE

(1) Lessee will maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practice and at least equal in appearance and character to other similar improvements on said Airport.

\* \* \* \* \*

C. PAYMENT OF TAXES, ETC.:

It is an express condition of this lease that Lessee shall pay all federal, state and local government taxes, license fees and occupation taxes levied on the business conducted on the leased premises, or on any of Lessee's property used in connection therewith. Delinquency in payment of such obligations, at the option of Lessor shall be cause for termination of this lease.

\* \* \* \* \*

E. REGULATIONS:

Lessee's officers, agents, employees and servants will obey all rules and regulations which may be promulgated by Lessor or its authorized agents in charge of the Airport, or by other lawful authority, to insure the safe and orderly conduct of operations and traffic on the Airport.

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

Lessee will not, directly or indirectly assign, sublet, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises, without the prior written consent of Lessor.

G. REMOVAL OF TRASH:

Lessee will remove or cause to be removed all waste, trash and garbage, that is provided for under the regular trash and garbage pick-ups provided by the City as a regular service, except that Lessee may temporarily deposit same on the leased premises in connection with the collection and removal thereof.

H. INDEMNITY:

Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees, and servants.

I. UTILITIES:

Lessee shall pay for all utilities used on the leased premises, including installation of any utility lines or facilities in addition to those now in place.

J. CONDITION OF PREMISES:

Lessee acknowledges that he has examined the premises and knows the condition thereof, and accepts the premises in its present condition.

\* \* \* \* \*

L. HOLDING OVER:

Should Lessee remain in possession of the leased premises without Lessor's consent after the terminal of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession shall not operate as giving Lessee any right to remain in possession nor shall it constitute a waiver by Lessor of its right to immediate possession.

M. ATTORNEY FEES:

In the event it is necessary that Lessor bring suit to enforce any provision(s) of this lease, Lessee shall be liable to Lessor for reasonable Attorney's fees.

5. LESSOR'S OPTION TO CANCEL

Lessor may cancel this lease by giving Lessee thirty (30) days' written notice, upon or after the happening of any one of the following events:

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act.
- D. The appointment of a receiver of Lessee's assets.
- E. Any assignment of Lessee's assets for the benefit of creditors.
- F. The taking of Lessee's lease hold interest by execution or other process of law.
- G. The divesture of Lessee's estate herein by other operation of law.

H. The default by Lessee in the performance of any covenant or agreement herein contained and the failure of Lessee to remedy such default within twenty (20) days after receipt from Lessor of written notice to remedy same. No waiver of default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor for any period or periods after default by Lessee of any of Lessee's obligations hereunder shall not be deemed a waiver by Lessor of its right to cancel this lease for such default.

\* \* \* \* \*

7. TIME OF EMERGENCY

During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States for government use, and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

8. SPONSOR'S ASSURANCE SUBORDINATION

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the

execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall not be held liable therefor.

9. REPLACEMENT AFTER DAMAGE

It is agreed between the parties hereto that, in the event said building is damaged by fire or other accidental cause during the term hereof so as to become totally or partially untenable, the Lessor shall have the option to restore the premises to their former condition. Lessor shall give Lessee notice in writing of the exercise of the option within 30 days of occurrence of such damage, if Lessor elects to exercise the option. If the option is exercised Lessor shall proceed with due diligence to restore the premises; there shall be an abatement of the rent until repairs have been made for the time and to the extent for which the premises, or part thereof, have been untenable. Should Lessor not exercise the option, the lease of such portion of the leased premises shall cease and terminate effective with the date of damage by fire or other accidental cause.

10. GENERAL

A. PAYMENTS

All charges and payments that become due and payable by the Lessees shall be made to the City of San Antonio, office of the Director of Aviation, San Antonio International Airport, San Antonio Bexar County, Texas.

B. LANDLORD'S LIEN:

Lessee hereby gives to the Lessor a lien upon all of his property, now or at any time hereafter placed in or upon the said premises, to secure the prompt payment of the charges herein stipulated to be paid for the use of said premises all exemptions of such property, or any of it, being waived.

C. RIGHT OF INSPECTION:

Lessor reserves the right to conduct inspections, at reasonable times, of the leased premises to insure that fire, safety, and sanitation regulations and other provisions contained in this lease are being adhered to by the Lessee.

D. HEADINGS:

The paragraph headings contained herein are for convenience in reference and are not intended to define, extend or limit the scope of any provision of this agreement.

E. NOTICES:

Notices to Lessor shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Manager of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to Lessee at the address shown on Page 2.

AN ORDINANCE 30892

ACCEPTING THE LOW BID OF MARTIN BROTHERS FOR THE CONSTRUCTION OF SANTA MONICA FROM FREDERICKSBURG ROAD TO REINA AND SACRAMENTO FROM FREDERICKSBURG TO REINA (PARTICIPATION PAVING PROJECT NO. 38) AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$11,032.14 PAYABLE TO MARTIN BROTHERS; THE SUM OF \$1,000.00 PAYABLE TO MARTIN BROTHERS AS A CONSTRUCTION CONTINGENCY ACCOUNT; THE SUM OF \$300.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT, ALL OUT OF STREET PARTICIPATION PAVING BOND FUND #479-11; AUTHORIZING THE TRANSFER OF THE SUM OF \$2,461.47 FROM STREET PARTICIPATION DEPOSIT FUND NO. 740 TO STREET PARTICIPATION PAVING BOND FUND NO. 479-11.

\* \* \* \* \*

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

1. The attached low bid of Martin Brothers, in the amount of \$11,032.14 for the construction of Santa Monica from Fredericksburg Road to Reina and Sacramento from Fredericksburg Road to Reina (Participation Paving Project No. 38) is hereby accepted.
2. The City Manager is hereby authorized to execute the standard public works in construction contract for the project mentioned in Paragraph 1 above.
3. The contract is attached hereto and made a part hereof.
4. The following sums are hereby appropriated out of Street Participation Paving Bond Fund No. 479-11 in connection with the contract authorized in Paragraph 2 above;
  - a. \$11,032.14 payable to Martin Brothers;
  - b. \$1,000.00 as a Construction Contingency Account;
  - c. \$300.00 as a Miscellaneous Expenses Contingency Account.
5. The transfer of the sum of \$2,461.47 out of Street Participation Deposit Fund No. 740 to Street Participation Paving Bond Fund No. 479-11 is hereby authorized.
6. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,893

ACCEPTING THE LOW BID OF MEADER CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF SUNSHINE DRIVE FROM ST. CLOUD ROAD TO BANDERA ROAD AND HILLCREST FROM SUNSHINE DRIVE TO CITY VIEW DRIVE; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$152,465.63 PAYABLE TO MEADER CONSTRUCTION COMPANY; THE SUM OF \$3,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; THE SUM OF \$1,000.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT, ALL OUT OF STREET IMPROVEMENTS BOND FUND NO. 479-10; APPROPRIATING THE SUM OF \$60,407.48 FROM PARTICIPATION PAVING BOND FUND NO. 479-11 AND TRANSFERRING TO STREET IMPROVEMENT BOND FUND NO. 479-10; THE SUM OF \$23,834.00 TO BE TRANSFERRED FROM GENERAL FUND ACCOUNT NO. 09-04-15 (CAPITAL PROGRAM) TO GENERAL FUND ACCOUNT NO. 60-19-01 AND FURTHER TRANSFERRED TO STREET IMPROVEMENT BOND FUND NO. 479-10.

\* \* \* \* \*

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

1. The attached low bid of Meader Construction Company, in the amount of \$152,465.63, for the construction of Sunshine Drive from St. Cloud Road to Bandera Road and Hillcrest from Sunshine Drive to City View Drive is hereby accepted.
2. The City Manager is hereby authorized to execute the standard public works construction contract for the object mentioned in Paragraph 1 above.
3. The contract is attached hereto and made a part hereof.
4. The following sums are hereby appropriated out of Street Improvement Bond Funds No. 479-10;
  - a. \$152,465.63 payable to Meader Construction Company;
  - b. \$3,000.00 as a Construction Contingency Account;
  - c. \$1,000 as a Miscellaneous Expenses Contingency Account.
5. The sum of \$60,407.48 is hereby appropriated out of Participation Paving Bond Funds No. 479-11 and transfer to Street Improvement Bond Fund No. 479-10 is hereby authorized.
6. Transfer of the sum of \$23,834.00 from General Fund Account No. 09-04-15 (Capital Program) to General Fund Account No. 60-19-01 and the further transfer of this sum to Street Improvement Bond Fund No. 479-10 is hereby authorized.
7. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,894

APPROPRIATING \$665.00 OUT OF STORM SEWER AND DRAINAGE BONDS 1957, #479-13, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF DANIEL TREVINO, IF LIVING, AND IF DECEASED THE HEIRS OF DANIEL TREVINO WHOSE NAMES AND ADDRESSES ARE UNKNOWN AND ANY AND ALL OTHER PERSONS OWNING OR CLAIMING UNDER DANIEL TREVINO, AND PEDRO TREVINO, A RESIDENT OF BEXAR COUNTY, TEXAS, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #1423, COUNTY COURT OF BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

1. The sum of \$665.00 is hereby appropriated out of Storm Sewer and Drainage Bonds 1957, #479-13, payable to the County Clerk of Bexar County, subject to the order of Daniel Trevino, if living, and if deceased the heirs of Daniel Trevino whose names and addresses are unknown and any and all other persons owning or claiming under Daniel Trevino, and Pedro Trevino, a resident of Bexar County, Texas, said amount being the Award of Special Commissioners in Condemnation Cause #1423, County Court of Bexar County, Texas.
2. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30895

MANIFESTING A LICENSE AGREEMENT BETWEEN THE CITY AND A.F. BEYER TO OPERATE DINNER BARGES AND PEDAL BOATS ON THE SAN ANTONIO RIVER.

\* \* \* \* \*

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

1. This ordinance manifests an agreement whereby a license to operate dinner barges and pedal boats on the San Antonio River is granted to A.F. Beyer, DBA Casa Rio Mexican Foods, hereinafter called "Licensee", upon the following terms and conditions:
  - (a) Four dinner barges may be operated by Licensee in conjunction with his restaurant operation on the river between the Aztec Theater at St. Mary's Street and the Granada Hotel. Each barge shall be approximately 25 x 10 feet with a seating capacity for 22 persons.

(b) Eight pedal boats may be operated for hire by Licensee on the river between the Aztec Theater on St. Mary's Street and the Granada Hotel.

(c) Licensee shall pay to the City fees for operation of the aforementioned boats at the following rates:

(1) \$75.00 per year in advance for each barge, not to exceed four, operated by Licensee.

(2) \$318.75 per calendar quarter in advance for the eight pedal boats to be operated by Licensee.

(d) The term of this license shall be for the calendar year ending December 31, 1963, unless terminated at an earlier date.

(e) This license agreement may be terminated in whole or in part by either party hereto by giving notice in writing to the other party, said notice to be effective at the end of 90 days. Any notices pursuant hereto to the City shall be addressed to the City Manager, City Hall, San Antonio, Texas, and to Licensee at the address shown below from the City Manager.

(f) In the event this agreement is terminated pursuant to the preceding paragraph the un-earned portion of any applicable payments made by Licensee under Paragraph (c) above shall be refunded to him.

(g) Licensee shall conduct his operation in a quiet and orderly manners and shall observe and comply with all laws and ordinances and regulations of the Parks Department affecting his business.

(h) Licensee will not erect any improvements or structures in the area of this privilege, and no advertisements, decorations or displays will be placed thereon without the approval of the Director of Parks and Recreation.

(i) Licensee shall hold the City harmless against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatever arising out of Licensee's operations hereunder and shall provide public liability insurance protecting the City. A certificate of insurance or other satisfactory evidence, shall be filed on or before January 1, 1963, with the City Clerk showing the following (minimum) provisions):

(1) It shall name the City of San Antonio as co-insured.

(2) The limits of liability shall be \$10,000 per person and \$100,000 per accident in case of bodily injuries; the limits in case of property damage shall be \$5,000.

(3) Notice of alteration or cancellation of said insurance shall be given to the the City 30 days before the effective date thereof.

(j) Licensee shall pay all taxes, including personal property taxes, to the City before they become delinquent and failure to pay same shall be grounds for cancellation by the City of this privilege.

(k) Nothing herein shall operate in any manner to prevent the City of San Antonio from permitting displays, tournaments, amusements, or river parades for the benefit of the public on the San Antonio River.

(l) This contract is not assignable without the written consent of the City.

(m) This instrument constitutes the entire agreement there being no other written or oral agreement.

2. Paragraph 1a of the agreement authorized by Ordinance #30869 on October 31, 1962, is hereby amended to delete therefrom the reference to operation of dinner barges.

3. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

4. AGREED TO AND ACCEPTED in all things by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 1962.

CASA RIO MEXICAN FOODS

BY: \_\_\_\_\_  
A.F BEYER

\_\_\_\_\_  
Mailing Address

AN ORDINANCE 30,896

APPROPRIATING THE SUM OF \$26,880.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U.S. 90 WEST PROJECT; STORM DRAINAGE #43 PROJECT; KELLY ACCESS ROAD; ACCEPTING TWO LICENSE AGREEMENTS FOR STORM DRAINAGE #55 ONE LICENSE AGREEMENT FOR STORM DRAINAGE #55 ONE LICENSE AGREEMENT FOR STORM DRAINAGE #43; ACCEPTING TWO STORM DRAINAGE EASEMENT DEDICATIONS FOR STORM DRAINAGE #55, ONE STORM DRAINAGE EASEMENT DEDICATION AND ONE CONSTRUCTION EASEMENT FOR STORM DRAINAGE #72, 72x.

\* \* \* \* \*

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

1. The sum of \$13,530.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

a. \$11,730.00 payable to Stewart Title Company as escrow agent for Oran G. Kirpatrick for title to Lots 15 and 16, Block 8, NCB 3491, being Parcel 223-4523, and 0.0614 of one acre of land, more or less, same being out of and a part of Lots 43 and 44, Block 8, NCB 3491, being Parcel 234-4534.

B. \$1,800.00 payable to Stewart Title Company as escrow agent for Clara G. Garcia and Antonio L. Garcia for title to Lots 27 and 28, Block 5, NCB 3488, being Parcel 217-4517.

Copies of the Purchase Contracts on the aforementioned parcels are filed herewith and incorporated herein by reference for all purposes. Title to same will be in the State of Texas pursuant to the Participation Agreement on this project between the City and the Texas Highway Department.

2. The sum of \$4,000.00 payable to Guardian Abstract & Title Company as escrow agent for Mike L. Gonzalez and Rosa V. Gonzalez for easement over a tract of land out of Lot 33, Block 6, NCB 3458, being Parcel 5235 and easement over a tract of land out of Lot 32, Block 6, NCB 3458, being Parcel 5236, for Storm Drainage #43 Project is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13. A copy of the Agreement for Easements is filed herewith and incorporated herein by reference for all purposes.

License Agreement for the temporary use of the South 15.0 feet of Lot 8, Block 21, NCB 3924 granted by Juan C. Salazar is hereby accepted, Parcel E-499, Storm Drainage #43. A copy of said License Agreement is filed herewith and incorporated herein by reference.

3. The sum of \$9,350.00 payable to Guardian Abstract & Title Company as escrow agent for Rosie C. Lozano for title to all of Lot 2, Block 4, NCB 10478, being Parcel 5591 for Kelly Access Road Project, is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16. A copy of the Sales Agreement is filed herewith and incorporated herein by reference for all purposes.

4. The following License Agreements and Storm Drainage Easement Dedications for Storm Drainage #55 are hereby accepted:

a. License Agreement for the temporary use of the South 30.0 feet of Lot 7, Block 1, NCB 7626, granted by W.H. Quirk, Jr., Parcel 5535.

b. License Agreement for the temporary use of all of Lot 24, Block 8, NCB 7608 granted by W.M.D. Harrell, Parcel 5547.

c. Dedication of storm drainage easement for a triangular portion out of Lot 23, Block 1, NCB 7626 granted by Bertha L. Williams, a widow, Parcel 5539.

d. Dedication of storm drainage easement for a 20 foot wide strip of land out of NCB 7650, Island Park Farms, City of San Antonio, County of Bexar, Texas, containing 5355 square feet, more or less, Parcel 5546. (Grantor: Southern Steel Company).

A copy of each of the instruments on the aforementioned parcels is filed herewith and incorporated herein by reference.

5. Dedication of storm drainage easement for a 15.00 foot drainage easement out of Lot 7, NCB 8406 granted by Manhattan Cafe, Inc. Parcel 3691 for Storm Drainage 72-72x Project and a Construction Easement for a 30.00 foot temporary construction easement of Lot 7, NCB 8406 granted by said Manhattan Cafe, Inc., are hereby accepted. Copies of the instruments on the aforementioned parcel are filed herewith and incorporated herein by reference.

6. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,897

AUTHORIZING EXECUTION OF A QUITCLAIM OF PORTIONS OF LOTS I & 2 BLOCK 3, NCB 6675, TO EDWARD C. FERNANDEZ AND WIFE FOR THE SUM OF \$330.00.

\* \* \* \* \*

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

1. The City Manager is authorized to execute a Quitclaim to Edward C. Fernandez, and wife Henrietta G. Fernandez, of portions of Lots 1 and 2, Block 3, NCB 6675, in consideration of the payment to the City of the sum of \$330.00. No building permit to build upon said tract will be issued unless it is replatted with adjacent land pursuant to City ordinances. A copy of said Quitclaim is attached hereto and incorporated herein for all purposes.

2. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,898

AUTHORIZING EXECUTION OF A QUITCLAIM TO A PORTION OF THE EAST ONE-HALF OF LOT 57, NCB 3462, TO HELEN LOUISE HELLUMS FOR THE SUM OF \$250.00.

\* \* \* \* \*

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

1. The City Manager is authorized to execute a Quitclaim to Helen Louise Hellums of a portion of the East one-half of Lot 47, NCB 3462, in the City of San Antonio in consideration of the payment to the City of the sum of \$250.00. No building permit to build upon said tract will be issued unless it is replatted with adjacent land pursuant to City ordinances. A copy of said Quitclaim is attached hereto and incorporated herein for all purposes.

2. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,899

AMENDING ORDINANCE 30478 ADOPTED 6/27/62 TO REPEAL THE PROVISION THEREIN PROVIDING FOR APPROPRIATION OF \$100.00 OUT OF STORM DRAINAGE BOND FUND, 1957, #479-13, FOR PARCEL 5278, STORM DRAINAGE PROJECT 43.

\* \* \* \* \*

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

1. Ordinance 30478, passed and approved 6/27/62 is hereby amended to repeal and delete therefrom subparagraph 2a, which appropriated the sum of \$100.00 out of Storm Drainage Bond Fund, 1957, #479-13, payable Guardian Abstract & Title Company as escrow agent for M. Maud Muller and Helne E. Muller, for Parcel 5278, Storm Drainage Project 43.

2. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,900

ACCEPTING DEDICATION OF TRACTS OF LAND OUT OF NCB 11873 AND 11875 FROM JESSE H. OPPENHEIMER AND ALLEN A. JERGINs FOR THE EXTENSION OF GREENBRIAR DRIVE AND LAURELHURST DRIVE.

\* \* \* \* \*

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

1. Dedications for street right of way purposes of tracts of land out of Tracts 1 and 2, NCB 11873 and of Tract 23 and the Holbrook Homestead Tract, NCB 11875, by Jesse H. Oppenheimer and Allen A. Jergins are hereby accepted. Copies of said instruments are attached hereto and incorporated herein by reference.

2. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30901

CLOSING AND ABANDONING A PROTION OF AN ALLEY IN NCB 8817, AND AUTHORIZING EXECUTION OF A QUITCLAIM OF SUCH AREA TO BURT L. JOINER, IN CONSIDERATION OF DEDICATION OF NEW RIGHT OF WAY.

\* \* \* \* \*

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

1. A portion of the east-west alley in NCB 8817 in the City of San Antonio is hereby closed and abandoned.

2. The City Manager is authorized to execute a quitclaim of the aforesaid alley right of way to Burt L. Joiner in consideration of the dedication by him of right of way for a new alley in NCB 8818. Said quitclaim shall not be delivered until the area to be quitclaimed has been replatted with adjacent property in accordance with subdivision regulations fo the City.

3. A copy of the aforementioned quitclaim is attached hereto and incorporated herein for all purposes.

4. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30902

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF ROPERTIES FOR U.S. 90 WEST EXPRESSWAY PROJECT; MILITARY DRIVE SOUTH (LOOP 13) SECTIONA, PROJECT; LOOP 410 PROJECT; AIRPORT CLEAR ZONE PROJECT; STORM

DRAINAGE #55 PROJECT; STORM DRAINAGE #58 PROJECT; STORM DRAINAGE #39 PROJECT;  
THEO AVENUE PAVING PROJECT; GARNETT STREET EXTENSION PROJECT; STORM DRAINAGE #68  
PROJECT AND STORM DRAINAGE #69 PROJECT.

\* \* \* \* \*

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

1. The following sums are hereby appropriated from Highway 90 West Expressway Bond, Fund No. 479-16, Highway 90 West Expressway Project, in payment for statements attached hereto:

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$1.80  
  
for recording fee on Parcel No. 16-4316.

STEWART TITLE COMPANY  
541-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$3.05  
  
for recording fee on Parcel No. 38-4338.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$2.95  
  
for recording fee on Parcel 56-4356.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio, Texas.....for the sum of \$5.75  
  
for recording fee on Parcel No. 80-4380.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$3.05  
  
For recording fee on Parcel No. 88-4388.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio, Texas.....for the sum of \$1.80  
  
for recording fee on Parcel No. 106-4406.

STEWART TITLE COMPANY  
214-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$2.80  
  
for recording fee on Parcel No. 153-4453.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas/.....for the sum of \$3.30  
  
for recording fee on Parcel No. 162-4462.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$1.95  
  
for recording fee on Parcel No. 163-4463.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$1.95  
  
for recording fee on Parcel No. 180-4480.

STEWART TITLE COMPANY  
541-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$3.05  
  
for recording fee on Parcel No. 184-4484.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$3.30  
  
for recording fee on Parcel No. 211-4511.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$1.80  
  
for recording fee on Parcel No. 219A-4519A

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$3.30  
  
for recording fee on Parcel No. 358-4658.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$3.55

for recording fee on Parcel No. 364-4664.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$ 1.80

for recording fee on Parcel No. 371-4671.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$1.70

for recording fee on Parcel No. 416-4716.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$1.95

for recording fee on Parcel No. 494-4794 & 537-4837.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$1.70

for recording fee on Parcel No. 678-4978.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$2.55

for recording fee on Parcel No. 681-4981.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$3.45

for recording fee on Parcel No. 687-4987.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio, Texas.....for the sum of \$3.15

for recording fee on Parcel No. 686-4986.

2. The following sums are hereby appropriated out of Street Right-of-Way Purchase Bonds, Series 1957, Fund No. 479-12, Military Drive South (Loop 13) Section A Project, in payment for statements attached hereto:

COLLINS B. COOK  
Brady Building  
San Antonio, Texas .....for the sum of \$75.00

for services as Special Condemnation Commissioner on Parcel No. 4236.

ROLAND A. EISENHAUER  
104 Lamar  
San Antonio, Texas.....for the sum of \$75.00

for services as Special Condemnation Commissioner on Parcel No. 4236.

C.K. FRANKLIN  
3110 West Avenue  
San Antonio, Texas.....for the sum of \$75.00

for services as Special Condemnation Commissioner on Parcel No. 4236.

GUARANTY ABSTRACT & TITLE COMPANY  
200 Milam Building  
San Antonio 5, Texas.....for the sum of \$152.55

for title company charges on Parcel No. 4222.

3. The following sum is hereby appropriated out of Street Right-of-Way Purchase Bonds, Series 1957, Fund No. 479-12, Loop 410 (loop 13) Project, Nacogdoches Road to Ferrin-Beitel Road, in payment for statement attached hereto:

FRED HUNTRESS, Clerk  
Bexar County Court House  
San Antonio 5, Texas.....for the sum of \$22.65

for bill of costs on Parcel No. 17-4136.

4. The following sums are hereby appropriated out of International Airport Construction Fund No. 803-05, Federal Airport Aid Project #9-41-080-6012, Airport Clear Zone Project, in payment for statements attached hereto:

OLIVER B. CHAMBERLIN  
Majestic Building  
San Antonio, Texas.....for the sum of \$75.00

for services as Special Condemnation Commissioner on Parcel No. 2551.

BOB JONES  
3206 Clark Avenue  
San Antonio, Texas.....for the sum of \$75.00

for services as Special Condemnation On parcel No. 2558.

CYRIL McKAY  
431 Westwood  
San Antonio, Texas.....for the sum of \$75.00

for services as Specila Condemnation Commissioner on Parcel No. 2558.

CYRIL McKAY  
431 Westwood  
San Antonio, Texas.....for the sum of \$75.00

for services as Special Condemnation Commissioner on Parcel No. 2551.

5. The following sums are hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, Fund No. 479-13, Storm Drainage #55 Project, in payment for statements attached hereto:

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Building  
San Antonio, Texas.....for the sum of \$3.50

for ownership report on Parcel No. 5522.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Building  
San Antonio, Texas.....for the sum of \$3.50

for ownership report on Parcel No. 5523.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Building  
San Antonio, Texas.....for the sum of \$3.50

for ownership report on Parcel No. 5534.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Building  
San Antonio, Texas.....for the sum of \$3.50

for ownership report on Parcel No. 5535.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Building  
San Antonio, Texas.....for the sum of \$3.50

for ownership on Parcel No. 5536.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Building  
San Antonio, Texas.....for the sum of \$3.50

for ownership report on Parcel No. 5547.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Building  
San Antonio, Texas.....for the sum of \$3.50

for ownership report on Parcel No. 5548.

6. The following sums are hereby appropriated out of Storm Sewer and Drainage Bonds, Series 1957, Fund No. 479-13, Storm Drainage #58 Project, in payment for statements attached hereto:

GUARANTY ABSTRACT & TITLE COMPANY  
200 Milam Building  
San Antonio 5, Texas.....for the sum of \$79.80

for title company charges on Parcels 5336 thru 5345.

GUARANTY ABSTRACT & TITLE COMPANY  
200 Milam Building  
San Antonio, Texas.....for the sum of \$51.30

for title company charges on Parcels 5396 thru 5397.

GURANTY ABSTRACT & TITLE COMPANY  
200 Milam Building  
San Antonio 5, Texas.....for the sum of \$85.25 for

title company charges on Parcels 5436 & 5437.

GUARANTY ABSTRACT & TITLE COMPANY  
200 Milam Building  
San Antonio 5, Texas.....for the sum of \$52.80

for title company charges on Parcels 5474 & 5475.

GURANTY ABSTRACT & TITLE COMPANY  
200 Milam Building  
San Antonio 5, Texas.....for the sum of \$203.00

for title company charges on Parcels 5357 thru 5360, 5398 thru 5400, 5403 thru 5406,

5425 thru 5428, 5440 thru 5452, 5455, 5456, 5461 thru 5472 and 5476 thru 5481.

7. The following sum is hereby appropriated out of Highway 90 West Expressway Bond Fund No. 479-16, Storm Drainage #39 Project, in payment for statement attached hereto:

ALAMO TITLE COMPANY  
201 W. Travis St.  
San Antonio, Texas.....fro the sum of \$46.55

for title company charges on Parcel 5511.

8. The following sum is hereby appropriated out of Street Improvement Bond Fund No. 479-10 Theo Avenue Paving roject, in payment for statement attached hereto:

COMMERCIAL ABSTRACT & TITLE COMPANY  
1010 Alamo National Building  
San Antonio 5, Texas.....for the sum of \$54.35

for title company charges on Parcel 5321.

9. The following sum is hereby appropriated out of General Fund Accout No. 50-03-01, Garnett Avenue Extension Project, in payment for statement attached hereto:

ALAMO TITLE COMPANY  
201 W. Travis  
San Antonio, Texas.....for the sum of \$47.65

for title company charges on Parcel 5587.

10. The following sums are hereby appropriated out of Strom Drainage Bond, Series 1956, Fund No. 479-03, Storm Drainage #68 Project, in payment for statements attached hereto:

FRED HUNTRESS, Clerk  
Bexar County, Court House  
San Antonio 5, Texas.....for the sum of \$2.50

for supplemental bill of costs on Parcel E-188.

SECURITY TITLE COMPANY  
425 Pecan Street  
San Antonio 5, Texas.....for the sum of \$2.50

for supplemental bill of costs on Parcel E-188.

SECURITY TITLE COMPANY  
425 Pecan Street  
San Antonio 5, Texas.....for the sum of \$43.60

for title company charges on Parcel E-254.

11. The following sum is hereby appropriated out of Storm Drainage Bonds, 1956, Fund No. 479-03, Storm Drainage #69, Project, in payment for statement attached hereto:

FRED HUNTRESS, Clerk  
Bexar County CourthHöuse  
San Antonio 5, Texas.....for the sum of \$14.75

for bill of costs on Parcel 3182.

12. PASSED AND APPROVED tis 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,903 ✓

AUTHORIZING THE APPOINTMENT OF MEMBERS TO THE VARIOUS MUNICIPAL BOARDS AND COMMISSIONS.

\* \* \* \* \*

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

1. The following persons are hereby appointed or reappointed members of the designated Boards and Commissions, for terms expiring as indicated:

City-County Tuberculosis Control Board

Dr. Paul Klinger - Term Expiring 7-31-65

Heating and Air-Conditioning Board of Appeals

Otto Tezel -Term Expiring 7-31-65  
Richard E. Trappe " " " "

Board of Housing Appeals

M.M. Hughes, Jr. - Term Expiring 7-31-65  
Paul Swerd  
Mario F. Gonzalez ( Replacing Richard Villasana)

Baord of Trustees of the San Antonio Public Library

✓ Dr. Leo Galindo - Term Expiring 5-31-64  
 ✓ Paul A. Darrow " " "  
 ✓ Everett Turbon " " "  
 Dr. Candelario Saenz " " "

Planning Commission

✓ Ralph Langley - Term Expiring 7-31-64  
 Dan S. Johnson " "  
 Richard Villasana " "

Zoning Commission

Seymour Dreyfus - Term Expiring 7-31-65  
 Louis Michael " "

Urban Renewal Agency

Morris Collins (Replacing Sterling C. Burke) Term Expiring 3-19-63

Historic Sites Evaluation Commission

Mrs Lloyd A. Denton - Term Expiring 7-31-65  
 Mrs. John Camp " "

Advisory Commission for Department of Health

✓ J.J. Betz - Term Expiring 7-31-65  
 Dr. John Kee " "  
 ✓ J. Rogers Dupre, M.D. (Replacing Dr. Stanley Stain) 7-31-64

Plumbing Appeals & Advisory Board

Martin Royer - Term Expiring 7-31-65  
 Leo M.J. Deilman, Jr. " "

Board of Examiners and Appeals ( Bldg Code)

✓ Clemente Galan - Term Expiring 7-31-65  
 Gouglas M. Lansing " "

2. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30904

MAMING AND MANIFESTING A CONTRACT WITH RUDD AND WISDOM, CONSULTING ACTUARIES, TO PERFORM ACTURIAL SERVICES FOR THE SAN ANTONIO FIREMEN AND POLICEMEN PENSION FUND FORA PERIOD OF ONE (1) YEAR; AUTHORIZING THE TRANSFER OF THE SUM OF \$1,600.00 FROM THE GEENRAL FUND CONTINGENCY ACCOUNTNO. 70-01-01 TO GENERAL FUND ACCOUNT NO. 50-07-01.

\* \* \* \* \*

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

1. This ordinance makes and manifests a contract between the City of San Antonio, herein after referred to as "City" and Rudd and Wisdon, Consulting Actuaries, hereinafter referred to as "Actuary" in accordance with the following terms and conditions:

- a. Acturry agees to prepare actuarial evaluations of the San Antonio Firemen and Police- men's Pnesion Fund for a period of One (1) year, August1, 1962, to July 31, 1963;
- b. Actuary shall act as technical advisor to the City concernng the operation of said fund;
- c. Actuary shall receive compensation for the services outlined above as follows:
  - (1) A retainer fee of \$50.00 per month, August 1, 1962, through July 31, 1963;
  - (2) A fee of \$100.00 per diem for acturial time spent in performing the aforementioned services plus \$3.00 per hour for clerical services performed in connectin therewith, such fee not to exceed the sumof \$1,000.00.
  - (3) Reimbursement for necessary travel expenses required to perform the aforementioned services.

2. The transfer of the sum of \$1,600.00 from the General Fund Contingency Account No. 50-07-01 is hereby authorized.

3. PASSED AND APPROVED this 14thday of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,905

ACCEPTING THE BID OF ELECTRIC CARRIER CORPORATION FOR THE ELECTRIC GOLF CART CONCESSION AT WILLOW SPRINGS GOLF COURSE FOR A TWO YEAR PERIOD COMMENCING 30 DAYS AFTER ACCEPTANCE BY COUNCIL: AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR.

\* \* \* \* \*

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

- 1. The high bid of Electric Carrier Corporation for the electric golf cart concession for a two-year period commencing 30 days after acceptance by Council at Willow Springs Golf Course is hereby accepted.
- 2. The City Manager is authorized to execute a contract with Electric Carrier Corporation according to the terms of the bid specifications for the electric golf cart concession at willow springs Golf Course.
- 3. The contract is attached hereto and made a part thereof.
- 4. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30906

GRANTING PERMISSION TO DR. GUY C. RANDALL TO ERECT A SOLID WOOD FENCE EIGHT FEET IN HEIGHT ALONG THE REAR PROPERTY LINE OF 9110 OAK LEDGE DRIVE DESCRIBED AS LOT 1, BLOCK B, FOREST OAKS SUBDIVISION.

\* \* \* \* \*

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

- 1. Permission is hereby granted to Dr. Guy C. Randall to erect a solid wood fence eight feet in height along the rear property line of 9110 Oak Ledge Drive, described as Lot 1, Block B, Forest Oaks Subdivision.
- 2. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30907

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF CATTO & PUTTY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF AVIATION WITH ONE REEL TYPE MOWER FOR A TOTAL OF \$1,052.17.

\* \* \* \* \*

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

- 1. The attached low qualified bid of Catto & Putty Inc., dated October 30, 1962 to furnish the City of San Antonio Department of Aviation with one 84" cut, reel type mower (National) Triplex for a total of \$1,052.17, less 1% - 10 days is hereby accepted.
- 2. Payment to be made from Fund 8-01, Department of Aviation, Account No. 12-02-03, Code 5-20/07-11(069).
- 3. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,908

REPEALING ORDINANCE NO. 30858 DATED OCTOBER 31, 1962 WHICH ACCEPTED BID OF ACME FENCE COMPANY TO FURNISH AND ERECT CHAIN-LINK FENCE AT SERVICE CENTER ON SO. NEW BRAUNFELS; AUTHORIZING THE CITY CLERK TO READVERTISE FOR NEW BIDS FOR SAID CHAIN-LINK FENCE, EFFECTIVE NOVEMBER 14, 1962.

\* \* \* \* \*

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

- 1. Ordinance No. 30858 passed and approved October 31, 1962, which accepted bid of Acme Fence Company to furnish and erect a chain-link fence at the Service Center on So. New Braunfels, be and the same is hereby repealed.
- 2. The City Clerk is hereby authorized to re-advertise for new bids for said fence. Said readvertising to be effective November 14, 1962.
- 3. An emergency exists for the immediate preservation of the public peace, property,

health, welfare, and safety, requiring that this ordinance become effective immediately; therefore, upon passage, this ordinance by an affirmative vote of six (6) members of the City Council, shall be effective from and after the date of its passage as provided by the Charter of the City of San Antonio.

4. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30909

APPROPRIATING \$37,500.00 OUT OF GUADALUPE STREET GRADE SEPARATION BOND FUND NO. 479-17 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF TANNERS HIDES INC., A CORPORATION, OWNER, FROST NATIONAL BANK OF SAN ANTONIO, FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF NEW BRAUNFELS, TEXAS, AND JOSEPHINE STEIN, LIENHOLDERS OF RECORD AND MISSOURI PACIFIC RY. COMPANY, A CORPORATION, SUCCESSOR TO INTERNATIONAL & GREAT NORTHERN RY. COMPANY, AN EASEMENT HOLDER, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE NO. \_\_\_\_\_, COUNTY COURT OF BEXAR COUNTY TEXAS.

\* \* \* \* \*

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

1. The sum of \$37,500.00 is hereby appropriated out of Guadalupe Street Grade Separation Bond Fund No. 479-17 payable to the County Clerk of Bexar County, subject to the order of Tanners Hides, Inc., a corporation, owner, Frost National Bank of San Antonio, First Federal Savings & Loan Association of New Braunfels, Texas, and Josephine Stein, lienholders of record, and Missouri Pacific Ry. Company, a corporation successor to International & Great Northern Ry. Company, an easement holder, said amount being the Award of Special Commissioners in Condemnation Cause # \_\_\_\_\_, County Court of Bexar County, Texas.

2. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30910

AUTHORIZING THE PAYMENT OF THE SUM OF \$4,968.00 FROM GENERAL FUND SPECIAL PROJECTS ACCOUNT 11-03-18 TO BRUCE B. JOHNSON, ARCHITECT, & ASSOCIATES FOR ARCHITECTURAL SERVICES ON OLMOS BASIN MUNICIPAL GOLF COURSE CLUBHOUSE.

\* \* \* \* \*

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

1. Payment of the sum of \$4,968.00 (6% of estimate total cost of \$82,800.00) from General Fund Special Projects Account 11-03-18 to Bruce B. Johnson, Architect, & Associates, for architectural services on Olmos Basin Municipal Golf Course Clubhouse is hereby authorized.

2. PASSED AND APPROVED this 14th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

## AN ORDINANCE 30911

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. 1766 )

The rezoning and reclassification of property from "A" Residence District to "J" Commercial District listed as follows:

Lot 14, NCB 10616

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 November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

## AN ORDINANCE 30912

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. 1742 )

The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District listed as follows:

That portion of Lot 33, NCB 8695 not presently zoned  
"F" Local Retail.

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 November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

## AN ORDINANCE 30913

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 ALL 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 des-

cribed changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1774)

The rezoning and reclassification of property listed below as follows:

That portion of Lots 52, 53 and 54, NCB 7860 not already zoned "J" Commercial, from "B" Residence District to "J" Commercial District.

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 November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30913-A

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 their re-zoning of the hereinbelow designated property, to-wit"

(CASE NO. 1644)

The rezoning and reclassification of property listed below as follows:

Lot 20, NCB 12850 from "B" Residence District to "D" Apartment District; and Lot 21, NCB 12850 from "B" Residence District to "F" Local Retail District.

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 November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30914

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ANCHOR POST PRODUCTS, INC. OF TEXAS ANCHOR FENCE DIVISION TO FURNISH AND ERECT CHAIN LINK FENCE FOR CITY OF SAN ANTONIO AT SOUTHEAST SERVICE CENTER FOR A NET TOTAL OF \$4,286.00.

\* \* \* \* \*

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

1. The attached low qualified bid of Anchor Post Products, Inc., of Texas, Anchor Fence Division, dated November 19, 1962 to furnish and erect chain link fence at City of San Antonio Service Center located on South New Braunfels North of South Loop 13 for a net total of \$4,286.00 is hereby accepted.

2. Payment to be made from General Fund, Department of Public Works, Account No. 09-06-11.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 21st day of November, 1962/

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,915

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF JORDAN FORD INC., GILLESPIE MOTORS, OR.R. MITCHELL MOTORS AND MIKE PERSIA CHEVROLET, INC. TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN MOTOR VEHICLES FOR A TOTAL OF \$113,501.03.

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

1. The attached low qualified bids of Jordan Ford Inc., Gillespie Motor Co., O.R. Mitchell Motors and Mike Persia Chevrolet Inc, dated November 14, 1962 to furnish the City of San Antonio various departments with certain motor vehicles for a total of \$113,501.03 is hereby accepted, as follows:

Item #1 - 50 two-door sedans - Jordan Ford Inc.	\$98,497.50
Item #2 - 1 fordoor sedan - Gillespie Motor Co.	2,019.00
Item #3 - 3 Tudor sedans - O.R. Mitchell Motor	5,151.00
Item #4 - 3 Fordor sedans - O.R. Mitchell Motor	5,691.00
Item #5 - 1 Fordor Sta. Wagon Mike Persia Chev. Inc.	2,142.53
	<u>\$113,501.03</u>

2. Payment to be made from General Fund 1-01 as follows:

Account No.	Amount		
07-04-01	\$78,798.00		
07-03-09	1,969.95		
07-03-01	1,969.95		
07-02-04	1,969.95		
07-02-01	111,819.70		
07-02-05	<u>1,969.95</u>	98,497.50	Jordan Ford Inc.
07-01-01	2,019.00	2,019.00	Gillespie Motor
10-03-01	3,434.00		
23-01-01	1,717.00	5,151.00	O.R. Mitchell
23-01-01	1,897.00		
14-01-01	1,897.00		
13-01-01	1,897.00	5,691.00	O.R. Mitchell
21-01-01	2,142.53	<u>2,142.53</u>	Mike Persia
		113,501.03	

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 21st day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,916

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF JORDAN FORD INC. TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF CIVIC ADVERTISING WITH ONE MOTOR VEHICLE FOR A NET TOTAL OF \$2,492.45.

\* \* \* \* \*

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

1. The attached low qualified bid of Jordan Ford Inc. dated November 14, 1962 to furnish the City of San Antonio with one fordoor sedan for the Department of Civil Advertising in the amount of \$2,492.45 is hereby accepted.

2. Payment to be made from General Fund 1-01 Department of Civic Advertising, Account No. 50-19-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 21st day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30917

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 173 MISCELLANEOUS ITEMS OF PERSONAL PROPERTY, 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 173 miscellaneous items of personal property 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 173 miscellaneous itmes of personal property described in the aforesaid schedule is hereby ordered to be sold at public auction, the day, hour and place of which is hereinafter specified, and provided that this ordinance shall be published twice within a ten-day period in the "Commercial Recorder", giving notice of the time, terms and conditions of such sale.

*Amended  
and 30917  
12-5-62*

2. 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; and said sale of these items is to be held at the underground parking areas of Police Headquarters at 414 West Nueva, beginning December 8, 1962, at 9:30 A.M. and continuing until all items have been disposed of.

3. 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.

4. 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.

5. 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.

6. PASSED AND APPROVED this 21st day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,918

directing the giving of notice of the intention of the Council of the City of San Antonio to authorize the purchase by the Transit Board of Trustees of San Antonio of thirty motor buses for the transit system of said City, the borrowing of funds with which to pay part of the purchase price thereof, and the execution and delivery of promissory notes to evidence such loan, said notes being secured by chattel mortgages on said buses, and to set December 28, 1962 as the date for opening sealed bids for such loan; ratifying notices for bids in connection with said buses; and declaring an emergency.

WHEREAS, it has become necessary for the City of San Antonio to extend and improve its transit system in order to render and provide safe, comfortable, efficient and adequate transportation and service and to keep the system in operation by purchasing thirty motor buses to replace certain obsolete equipment, and it is desired to pay part of the cost thereof in cash and the balance of the cost by the borrowing of funds and the execution and delivery of promissory note or notes evidencing such loans, the principal and interest of which note or notes are to be payable only out of the renewal and replacement fund of the transit system, which is a revenue fund described in Sections 401, 402 and 406 of the Trust Indenture dated as of March 1, 1959, between the City of San Antonio and National Bank of Commerce of San Antonio, San Antonio, Texas, and to secure said notes by chattel mortgage or mortgages on said thirty motor buses; and

WHEREAS, the Transit Board of Trustees of San Antonio caused to be published in the "Commercaill Recorder", a newspaper of general circulation in San Antonio, on October 25, 1962, October 26, 1962 and November 1, 1962, and November 2, 1962, a notice that bids to furnish to the Transit Board of Trustees of San Antonio thirty diesel, air-conditioned 45-passenger transit buses, in accordance with specifications available to bidders, would be received in the office of the General Manager, of the Transit Board of Trustees of San Antonio up to 2:30 p.m., November 9, 1962, and that such bids would be opened at such time and place; and,

WHEREAS, the lowest and most favorable bid in accordance with such specifications was submitted by General Motors Corporation and was in the amount of \$872,383.80; and

WHEREAS, it is desired to give notice prior to the passage of an ordinance authorizing said purchase for a sum not to exceed \$900,000.00 including modifications and extras hereafter determined advisable, borrowing of funds not to exceed \$600,000.00 and execution and delivery of chattel mortgages; and setting a date for the letting of competitive bids for such loan; NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION I. That the City Clerk is hereby directed to cause to be published and having general circulation in the City of San Antonio, in at least two issues of said newspaper, the first publication to be not less than fourteen days prior to the date fixed for the adoption of an ordinance authorizing said purchase of buses, the borrowing of said funds and execution and delivery of said note and chattel mortgage and fixing a date for the letting of bids, a notice in substantially the following form:

NOTICE OF INTENTION TO  
PURCHASE THIRTY MOTOR BUSES FOR THE  
SAN ANTONIO TRANSIT SYSTEM AND TO  
EXECUTE AND DELIVER PROMISSORY NOTE  
SECURED BY CHATTEL MORTGAGE.

Notice is hereby given of the intention of the Council of the City of San Antonio, Texas, at a meeting to be held at 8:30 o'clock A.M. on December 12, 1962, to pass such ordinance and take such action as may be deemed necessary to authorize the purchase of thirty motor buses for the San Antonio Transit System from General Motors Corporation for a sum not to exceed \$900,000.00 the borrowing of funds not to exceed \$600,000.00 for the purpose of paying part of the purchase price of such buses, and for the execution and delivery of promissory note or notes in an aggregate principal amount not to exceed \$600,000.00 maturing over a period of not more than two years from date of issue, with principal and interest payable monthly commencing in January, 1964, at a rate or rates not exceeding six per centum (6%) per annum.

Said notes are to be secured by a chattel mortgage or chattel mortgages on said thirty motor buses and are to be payable only from the renewal and replacement fund, which is a revenue fund described in Sections 401, 402, and 406 of the Trust Indenture dated as of

March 1, 1959 by and between the City of San Antonio and National Bank of Commerce of San Antonio and there will appear on the face of each note the words "The holder hereof shall never have the right to demand payment of this obligation or the interest hereon from any funds raised or to be raised by taxation." Said note or notes and said chattel mortgage or chattel mortgages shall include the usual and customary provisions, including a provision for foreclosure with power of sale in event of default. Said ordinance will provide, and notice is hereby given, that sealed competitive bids for such loans to be evidenced by said note or notes, at an interest rate which shall not exceed six per cent per annum, shall prior to 2:30 P.M. on December 28, 1962, be delivered by bidders to the office of the General Manager of the City Transit System, fourth floor of the Tower Life Building, San Antonio, Texas, and said bids shall be opened at 2:30 P.M. on December 28, 1962, on and between the date of said Ordinance and 2:30 p.m. December 28, 1962 the General Manager of the transit system shall make available to prospective bidders at said office, pertinent information about the said acquisition and purchase, said loan and said promissory note and chattel mortgage.

GIVEN by order of the Council of the City of San Antonio, this 21st day of November, 1962.

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:  
"

\_\_\_\_\_  
City Clerk

Section 2. That by reason of the necessity for the immediate publication of the notice for which provision is herein made in order that said City may effect the purchase of said motor buses, which are urgently needed extensions and improvements to its transit system, an emergency is hereby declared to exist making it necessary for the preservation of the public peace, property, health and safety that this ordinance become effective immediately upon its enactment and it is so enacted.

Adopted and approved November 21st, 1962.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

TRANSIT BOARD OF TRUSTEES OF SAN ANTONIO

CERTIFIED COPY OF RESOLUTION

WHEREAS, in response to notices published in the Commercial Recorder on October 25, 1962 October 26, 1962, November 1, 1962, and November 2, 1962, the lowest and most favorable bid to furnish the San Antonio Transit System with thirty diesel, air-conditioned, 45-passenger buses in accordance with specifications furnished by the Board was made by General Motors Corporation in the amount of \$872,383.80;

NOW, THEREFORE, BE IT RESOLVED by the Transit Board of Trustees of San Antonio that, subject to approval by the City Council of the City of San Antonio, the bid of General Motors Corporation, to furnish the Board with thirty diesel, air-conditioned, 45-passenger buses for the total consideration of \$872,383.80 be accepted, plus the cost of such further modifications or changes in the specifications for said buses as determined necessary by management provided that the total cost of such buses shall in no event exceed \$900,000.00.

BE IT FURTHER RESOLVED that the certificate executed by members of the Transit Board of Trustees relating to the purchase of thirty buses, a copy of which is attached to these minutes, be ratified and adopted as the act of the Transit Board of Trustees.

BE IT FURTHER RESOLVED that the original of such certificate, together with proposed ordinances to be prepared by the attorneys for the Board, be submitted to the City Council.

I, W.R. Castle, Assistant Secretary for the Transit Board of Trustees of San Antonio, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at the meeting of said Board held on November 14, 1962.

Witness my signature and the seal of said Board on this 19th day of November, 1962.

/s/s W.R. Castle  
W.R. Castle, Assistant Secretary

AN ORDINANCE 30919

AUTHORIZING THE TRANSIT BOARD OF TRUSTEES OF SAN ANTONIO TO SELL TWENTY-ONE BUSES, AND DECLARING AN EMERGENCY.

\* \* \* \* \*

WHEREAS, the Transit Board of Trustees of San Antonio has, pursuant to Section 802 of the Trust Indenture between the City of San Antonio and the National Bank of Commerce of San Antonio, Texas, Trustee, dated as of March 1, 1959, securing City of San Antonio, Texas, Transit System Revenue Bonds, Series 1959, determined that the following buses are not necessary, appropriate, profitable to or for the best interest of the Board and the System, or adapted to the proper operation and maintenance of the System, and that the sale of said buses would not constitute the sale or disposal of all or substantially all of the System, and has authorized the sale of said buses and has requested the City Council of San Antonio to authorize said sale:

Twenty (20) 32- passenger Model C-36 ACF-Brill buses acquired April 1947.

One (1) 36-passenger Model 41-S Twin Coach bus acquired May 1947.

and

WHEREAS, the City Council of San Antonio has determined pursuant to said Section of said Trust Indenture, that the above described buses are not necessary, appropriate, profitable to or for the best interest of the Board and the System, and that the sale of said buses would not constitute the sale or disposal of all substantially all of the System;

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

1. That the Transit Board of Trustees of San Antonio be, and it is hereby authorized to sell the following buses:

Twenty (20) 32-passenger Model C-36 ACF-Brill buses acquired April 1947.

One (1) 36-passenger Model 41-S Twin Coach bus acquired May 1947.

2. That by the reason of the necessity for the sale of said buses as soon as practicable, an emergency is hereby declared to exist making it necessary for the preservation of the public peace, property, health, and safety that this ordinance become effective immediately upon enactment and it is so enacted.

ADOPTED AND APPROVED \_\_\_\_\_, 1962.

/s/ Walter W. McAllister  
Mayor

J.H. Inselmann  
Attest - City Clerk

AN ORDINANCE 30,920

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF KAUFMAN'S INC. TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH CERTAIN SCHOOL CROSSING GUARD UNIFORM COATS FOR A TOTAL OF \$1,075.00.

\* \* \* \* \*

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

1. The attached low qualified bid of Kaufman's Inc., dated November 15, 1962 to furnish the City of San Antonio Police Department with certain school crossing guard unifrom coats for a total of \$1,075.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Police, Account No. 07-03-09.

3. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,921

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF METAL GOODS CORPORATION TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH CERTAIN ALUMINUM STOPYSIGNS BLANKS FOR A TOTAL OF \$1,530.00.

\* \* \* \* \*

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

1. The attached low qualified bid of Metal Goods Corporation, dated November 16, 1962 to furnish the City of San Antonio, Department of Traffic and Transportation with certain alumin- num stop sign blanks for a net total of \$1,530.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Traffic & Transportation, Account No. 23-02-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,922

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF SCOTCHLITE MATERIALS FROM THE MINNESOTA MINING AND MANUFACTURING COMPANY FOR THE CITY OF SAN ANTONIO, DEPARTMENT OF TRAFFIC AND TRANSPORTATION, SIGN SHOP FOR A TOTAL OF \$5,812.55.

\* \* \* \* \*

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

- 1. THAT the Director of Finance be authrozied to purchase certain items of Scotchlite materials from the Minnesota Mining and Manufacturing Company for use by the City of San Antonio Department of Traffic and Transportation, sign and paint shop for a total of \$5,812.55.
- 2. This is the sole source of supply for this particular items.
- 3. Payment to be made from General Fund 1-01, Department of Traffic and Transportation Account No. 23-02-01, Code 3-30.
- 4. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,923

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH KASAR COMPANY TO FURNISH THE CITY OF SAN ANTONIO PUBLIC HEALTH DEPARTMENT WITH ALL REQUIREMENTS OF PARA-AMINOSALICYLIC ACID TABLETS FOR A TWELVE MONTHS PERIOD AFTER DATE OF ACCEPTANCE BY CITY COUNCIL.

\* \* \* \* \*

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

- 1. The attached Bidders Proposal of Kasar Company, dated November 21, 1962 to furnish the requirements of Para-Aminosalicylic Acid Tablets for a twelve months period beginning on date of acceptance by City Council is hereby accepted as follows:

4285 Bottles - Para-Amiosalicylic Acid Tablets, Sodium Salt, 700 tablets to bottle Alternate #1. (Net). - \$8,098.65

- 2. This ordinance makes and manifests acontract with Kasar Company to furnish the requirements of Para-Aminosalicylic Acid Tablets for the City of San Antonio for a twelve months period beginning on date of acceptance by City Council. The City of San Antonio hereby agrees to purchase all its requirements of Para-Aminosalicylic Acid Tablets from Kasar Company during stated contract period and accordning 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 theCity, 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 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,924

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ESTEY CORPORATION TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH CERTAIN METAL SHELVING FOR A NET TOTAL OF \$1,050.00.

\* \* \* \* \*

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

- 1. The attached low qualified bid of Estey Corporation, dated, November 21, 1962, to furnish the City of San Antonio Public Library with certain metal shelving for a net total of \$1,050.00 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Public Library, Account No. 15-02-01.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,925

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF COMANCHE STEEL PRODUCTS, INC. TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH CERTAIN GALVANIZED TUBING FOR A TOTAL OF \$2,560.00.

\* \* \* \* \*

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

- 1. The attached low qualified bid of Comanche Steel Products, Inc. dated November 23, 1962 to furnish the City of San Antonio, Department of Traffic and Transportation with certain galvanized tubing for a total of \$2,560.00 less 2%-10 days be accepted.
- 2. Payment to e made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-01.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,926

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SOILTEST, INC. TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN MATERIALS TESTING EQUIPMENT FOR A NET TOTAL OF \$1,112.50.

\* \* \* \* \*

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

- 1. The attached low qualified bid of Soiltest, Inc., dated November 21, 1962 to furnish the City of San Antonio, Department of Public Works with certain materials testing equipment for a net total of \$1,112.50 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Public Works - Eingeering Account No. 09-03-02.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 28th day of November, 1962, '

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30927

MANIFESTING AN EXTESNION OF A LEASE TO HOWARD AERO, INC., OF SPACE IN THE TERMINAL ANNEX BUILDING AT SAN ANTONIO INTERNATIONAL AIRPORT, AND AUTHORIZING ASSIGNMENT OF " SAID LEASE AND OF THE LEASE OF T-HANGAR 12 BY HOWARD AERO, INC., TO ALAMO AVIATION INC.

\* \* \* \* \*

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

- 1. This ordinance manifests the extension of the lease to Howard Aero, Inc., of space in the Terminal Annex Building at San Antonio International Airport, authorized by Ordinance 29371 on March 30, 1961 and renewed pursuant to Ordinance 29689 on July 12, 1961, for the one year period ending May 31, 1963.
- 2. The terms, conditions and covenants of the aforementioned lease shall remain in effect during the period of this extension; providing however that either party hereto may terminate said lease during the term of this extension by giving 30 days; notice in writing to the other party.
- 3. The City Manager is authorized to execute an agreement consenting to the assigment of the aforementioned lease and of the lease of T-hangar 12, executed by the City pursuant to Ordinance 29731, to Alamo Aviation, Inc. A copy of said agreement is attached hereto and incorporated herein for all purposes.
- 4. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30928

MANIFESTING EXTENSION OF A LEASE TO C.D. HENRY OF SPACE IN THE TERMINAL ANNEX BUILDING AT SAN ANTONIO INTERNATIONAL AIRPORT.

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

1. This ordinance manifests an agreement for renewal of the lease, approved by May 23, 1962 by Ordinance #30359 from the City to Dr. C.D. Henry, hereinafter called "Lessee", of office space in the terminal Annex Building at San Antonio International Airport upon the following terms:

(a) This renewal shall be for a one-year term, December 1, 1962, to November 30, 1963.

(b) All of the terms, covenants and conditions in the aforementioned lease (Lease Area #31-6) shall remain in effect during the term hereof.

(c) The necessary certificates or other documents evidencing compliance by Lessee and a surety bond shall be filed with the City Clerk.

2. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,929

ACQUIRING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U.S. 90 WEST EXPRESSWAY PROJECT; LOOP 410 PROJECT; STORM DRAINAGE #43 PROJECT; GUADALUPE STREET GRADE SEPARATION PROJECT; STORM DRAINAGE #58 PROJECT AND AIRPORT CLEAR ZONE PROJECT.

\* \* \* \* \*

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

1. The following sums are hereby appropriated from Highway 90 West Expressway Bond, Fund No. 479-16, Highway 90 West Expressway Project, in payment for statements attached hereto:

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$2.80

for recording fee on Parcels 30-4330, 31-4331 and 32-4332.

STEWART TITLE COMPANY.....for the sum of \$2.20

for recording fee on Parcel 33-4333.

STEWART TITLE COMPANY.....for the sum of \$2.45  
514-21 Brady Building  
San Antonio, Texas

for recording fee on Parcel 34-4334.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$2.45

for recording fee on Parcel 54-4354.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$2.90

for recording fee on Parcel 57-4357.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$2.55

for recording fee on Parcel 139-4439.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$2.80

for recording fee on Parcel 170-4470.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$2.95

for recording fee on Parcel No. 171-4471.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio, Texas.....for the sum of \$1.70

for recording fee on Parcel #172-4472.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio, Texas.....for the sum of \$1.95

for recording fee on Parcel #179-4479.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$1.80

for recording fee on Parcel #186-4486.

2. The following sums are hereby appropriated out of Street Right-of-Way Purchase Bonds, Series 1957, Fund No. 479-12, Loop 410 (Loop 13) Project, Skyway Boulevard to Nacogdoches Road and Nacogdoches Road to Perrin-Beitel Road, in payment for statements attached hereto:

FRED HUNTRESS, Clerk  
County Court House  
San Antonio 5, Texas.....for the sum of \$5.25

FOR BILL of services on Parcel #3-3732.

FRED HUNTRESS, Clerk  
County Court House  
San Antonio 5, Texas.....for the sum of \$23.30

for bill of costs on Parcel #3-3732.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio, Texas.....for the sum of \$5.70

for certified copy of judgment on Parcel #1-4126.

FRED HUNTRESS, Clerk  
Bexar County Court House  
San Antonio 5, Texas.....for the sum of \$23.15

for bill of costs on Parcel #2-4127.

FRED HUNTRESS, Clerk  
Bexar County Courthouse  
San Antonio 5, Texas.....for the sum of \$16.80

for bill of services and sheriffs costs on Parcel #2-4127.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....for the sum of \$5.40

for certified copy of judgment on Parcel No. 17-4136.

3. The following sums are hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, Fund No. 479-13, Storm Drainage #43 Project, in payment for statements attached hereto:

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Building  
San Antonio 5, Texas.....for the sum of \$59.20

for title company charges on Parcels 5161 and 5164.

FRED CLARK  
2803 Tower Life Building  
San Antonio, Texas.....for the sum of \$25.00

for services as attorney on Parcel #5176.

CYRIL McKAY  
431 Westwood  
San Antonio, Texas.....for the sum of \$75.00

for services as commissioner on Parcel No. 5176.

ROLAND A. EISENHAUER  
104 Lamar  
San Antonio, Texas.....for the sum of \$75.00

for services as Commissioner on Parcel No. 5176.

CECIL LIPSCOMB  
626 Clower  
San Antonio, Texas.....for the sum of \$75.00

for services as commissioner on Parcel #5176.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroluem Commerce Building  
San Antonio 5, Texas.....for the sum of \$49.00

for title company charges on Parcel #5187.

C. RAY CRITES  
San Antonio Savings Building  
San Antonio, Texas.....for the sum of \$15.00

for one day as apecial commissioner on Parcel #5192.

EDNA M. ROSIN  
750 Drexel  
San Antonio, Texas.....for the sum of \$75.00

for services as commissioner for one case on Parcel #5192.

ROBERT VIE  
Tower Life Building  
San Antonio, Texas.....for the sum of \$75.00

for services as commissioner on Parcel #5192.

CARLOS E. ROSALES  
Tower Life Building  
San Antonio, Texas.....for the sum of \$25.00

for services as attorney on Parcel #5192.

GUARDINA ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Building  
San Antonio, Texas.....for the sum of \$49.00

for title company charges on Parcel #5288-A.

4. The following sums are hereby appropriated out of Guadaupe Street Grade Separation Bonds, Series 1961, Fund No. 479-17 Project, in payment for statements attached hereto:

ALFRED SIDEN  
2506 West Summit  
San Antonio, Texas.....for the sum of \$15.00

for services as special commissioner on Parcel #5296.

JOHN M. BAYNE  
5307 Broadway  
San Antonio, Texas.....for the sum of \$15.00

for services as special commissinner on Parcel #5296.

FRANK GONZALES  
4004 Nogalitos  
San Antonio, Texas.....for the sum of \$15.00

for services as special commissioner on Parcel #5296.

ALAMO TITLE COMPANY  
201 W. Travis Street  
San Antonio 5, texas.....for the sum of \$160.00

for title company charges on Parcel #5304.

ALAMO TITLE COMPANY  
201 W. Travis Street  
San Antonio 5, Texas.....for the sum of \$227.80

for title company charges on Parcel #5306.

5. The following sum is hereby appropriated out of Storm Sewer and Drainage Bonds, Series 1957, Fund No. 479-13, Storm Drainage #58 Project, in payment for statement attached hereto:

GURANTY ABSTRACT & TITLE COMPANY  
Milam Building  
San Antonio 5, Texas.....for the sum of \$72.95

for title company charges on Parcels #5352, 5353, 5379, 5380, 5382 and 5383.

6. The following sum is hereby appropriated out of International Airport Construction Fund No. 803-05, Federal Airport Aid Project #9-41-080-6012, Airport Clear Zonee Project, in payment for statemtn attached hereto:

FRED HUNTRESS, Clerk  
Bexar County Court House  
San Antonio 5, Texas.....for the sum of \$23.80

for bill of costs on Parcel #2543.

7. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,930

ACCEPTING CERTAIN BIDS FOR THE PURCHASE OF CERTAIN BUILDINGS LOCATED ON CITY OWNED PROPERTY, AND MAKING AND MANIFESTING A BILL OF SALE TO THE SUCESSFUL BIDDERS.

\* \* \* \* \*

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

1. The following high bids submitted for purchase of improvements to be moved with some corrections, located on City-owned property, are hereby accepted:

<u>Parcel No.</u>	<u>Address</u>	<u>High Bidder</u>	<u>High Bid</u>
5590	251 Arapahoe	Kenneth L. Browne	\$1,307.79
5593	258 Arapahoe	Fred W. Soefji	\$1,001.05
5594	262 Arapahoe	Kenneth L. Browne	\$1,176.29

Buyers shall have sixty (60) days from the date of the ordinance making and manifesting a bill of sale to remove the improvements on the above parcels.

2. The following high bids submitted for purchase of buildings to be wrecked, located on City-owned property, are hereby accepted:

<u>Parcel No.</u>	<u>Address</u>	<u>High Bidder</u>	<u>High Bid</u>
5252 & 5285	111 & 113 Cottonwood	Ignacio Ramirez	\$45.00

Buyer shall have sixty (60) days from date hereof to remove the above improvements and clear lots. Fences, water wells and casings (if any) are excepted from this sale.

3. All other bids on the above named parcels are hereby rejected.

4. This ordinance makes and manifests a Bill of Sale to the successful bidder named in Paragraph #1 and #2 hereof to the buildings on which he was successful bidder; subject, however, to the conditions contained in the advertisements for the bids and of the proposals of the successful submitted in response thereto. The terms and conditions of said advertisements and proposals of the successful bidder submitted in response thereto. The terms and conditions of said advertisements and proposals are expressly made a part hereof, and incorporated herein, by reference, and full compliance with such terms and conditions is expressly made a condition precedent to the acquisition of any rights by any of the successful bidders named in Paragraphs #1 and #2. Time is of the essence of these sales, and buyer must comply with said terms and conditions strictly within the time prescribed in said advertisements and proposals.

5. The Chief of the Land Division of the Legal Department is hereby authorized to negotiate with approved house wrecking firms for removal of improvements on which no bids were received at the following locations:

<u>Parcels</u>	<u>Location</u>
5264 & 5265	126 Bishop
5309	504-506 Guadalupe

6. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,931

APPROPRIATING THE SUM OF \$105,856.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U.S. 90 WEST PROJECT, STORM DRAINAGE #43 PROJECT, KELLY ACCESS ROAD PROJECT, MILITARY DRIVE S. (LOOP 13) SECTION A PROJECT, GUADALUPE STREET GRADE SEPARATION PROJECT, SUNSHINE-DRIVE PAVING PROJECT, AND AUTHORIZING THE TRANSFER OF THE SUM OF \$725.00 FROM GENERAL FUND ACCOUNT 09-04-15 TO STREET IMPROVEMENT BONDS, 1957 NO. 479-10 AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED TO MARTINA E. RODRIGUEZ FOR PORTIONS OF LOT 1, NCB 273 AND LOT 7, NCB 272.

\* \* \* \* \*

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

The sum of \$42,681.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16, for acquisition of right of way as follows:

a. \$2,098.00 payable to Stewart Title Company as escrow agent for Jacinto Manuel Pulido and Guadalupe Valle Pulido for title to 0.8950 of an acre of land, more or less, in New City Block 3694, being Parcels 44-4344 & 45-4345..

b. \$150.00 payable to Stewart Title Company as escrow agent for Justintano R. Gonzales and Maria De Jesus Gonzales, for title to 0.0689 of an acre of land, more or less, in New City Block 3694 being Parcel 48-4348.

c. \$258.00 payable to Stewart Title Company as escrow agent for Flora Sherwood for title to 0.1216 of an acre of land, more or less, same being out of and a part of Lot 4, Block 38, New City Block 3697, being Parcel 82-4382.

d. \$20,700.00 payable to Stewart Title Company as escrow agent for Agnes Schodts, a widow, for title to Lots 1,2,3, and East 21 Feet of Lot 4, Block 12, New City Block 3495, being Parcel 323-4623.

e. \$9,400.00 payable to Stewart Title Company as escrow agent for Agnes Bianchi Schodts, a widow, for title to 0.0612 of an acre of land, more or less, same being out of and a part of Lots 8 and 9, Block 1, New City Block 3484, being Parcel 356-4656.

f. \$7,350.00 payable to Stewart Title Company as escrow agent for Walter W. Hunt and Opal L. Hunt, for title to Lot 5, Block 4, New City Block 11,322, being Parcel 520-4820.

g. \$2,600.00 payable to Stewart Title Company as escrow agent for George Vogt and Elvira Vogt, for title to Lots 23 and 24, Block 30, New City Block 8068, being Parcel 559-4859.

h. \$25.00 payable to Stewart Title Company as escrow agent for Alfred Diaz, et al for title to 0.0040 of one acre of land, more or less, same being out of and a part of New City Block 11318, being Parcel 683-4983.

Copies of the Warranty Deeds on the aforementioned parcels are filed herewith and incorporated herein by reference for all purposes. Deeds to same will be in the name of the State of Texas pursuant to the Participation Agreement on this project between the City and the Texas Highway Department.

2. The sum of \$1,450.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for acquisition of right of way for Storm Drainage #43 as follows:

a. \$600.00 payable to Guardian Abstract & Title Company as escrow agent for Henry W. Burns and Ruth Burs, for easement over a Tract of land out of Tract A-5, New City Block A-22, and a Construction Easement for Lot 7, Block 21, New City Block 3924, being Parcels 5177 and E-500. Copies of said easement agreements are filed herewith and incorporated herein by reference.

b. \$850.00 payable to Guardian Abstract & Title Company as escrow agent for Ethel Atkinson Cude, et al, for easement over a Tract of Land out of Lot 40, Block 3, New City Block 3457, being Parcel 5226. A copy of said easement agreement is filed herewith and incorporated herein by reference.

3. The sum of \$40,000.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16, for acquisition of right of way for Kelly Access Road, payable to Guardian Abstract & Title Company as escrow agent for Harold Vexler and Roy L. McGregor for title to Part of New City Block A-62, also being out of O.C.L. 8 and 9, Range 1, District 6, Original City Grant, being Parcel 5609, A copy of said sales agreement is filed herewith and incorporated herein by reference.

4. The sum of \$6,000.00 is hereby appropriated out of Street Right-of-way for Purchase Bonds, 1957, #479-12 for acquisition of right of way for Military Drive, S. (Loop 13) Section A, payable to Guaranty Abstract & Title Company as escrow agent for Beatrice R. Lopez Felan, Individually and as Guardian for Ricardo Felan, Jr. and Maria Louisa Felan, Minors for title to the North 10.00 feet of the West 396.3 feet of Lot 1, Block 1, New City Block 11252 being Parcel 4224. A copy of said sales agreement is filed herewith and incorporated herein by reference.

5. The sum of \$15,000.00 is hereby appropriated out of Guadalupe Street Grade Separation Bonds, 1961, #479-17 for acquisition of right of way for Guadalupe Street Grade Separation, payable to Alamo Title Company as escrow agent for Martina E. Rodriguez, a widow for title to a parcel of land out of Part of Lots 5, 6 and 7, New City Block 272 and a parcel of land out of Lot 4, a Resubdivision of Lot A-2, and East portion of Lot A-1, New City Block 272, being Parcels 5305 & 5308. A copy of said sales agreement is filed herewith and incorporated herein by reference.

a. \$500.00 payable to Commercial Title Company as escrow agent for Terry A. Anderson and V.T. Irby for title to a Tract of Land out of Lot 62, Block G, New City Block 8397, herewith and incorporated herein by reference.

b. \$225.00 payable to Commercial Abstract and Title Company as escrow agent for Terry A. Anderson for title to a Tract of Land out of Lot 67, Block G, New City Block 11558, being Parcel 5569. A copy of said sales agreement is filed herewith and incorporated herein by reference.

7. The transfer of the sum of \$725.00 from General Fund Account 09-04-15 to Street Improvement Bonds 1957, No. 479-10 is hereby authorized.

8. The City Manager is hereby authorized to execute a Special Warranty Deed to Martina E. Rodriguez to portions of Lot 1, New City Block 273, and Lot 7, New City Block 272, same being a part of the consideration in the purchase of Parcels 5305 & 5308.

9. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,932

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM TO KENNETH L. BROWNE FOR THE INTEREST THE CITY MAY HAVE TO A TRACT OF LAND OUT OF LOT 33, NCB 9714.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to execute a Quitclaim to Kenneth L. Browne for the interest the City may have to a tract of land out of Lot 33, NCB 9714, and being more fully described in the quitclaim which is attached hereto and incorporated herein for all purposes.

2. Said property is being sold subject to the right, held by the City Public Service Board, for an existing electric line which now crosses the subject property. Further, a building permit may not be issued for any construction on the property being quitclaimed until such time as said property has been properly replatted with adjacent land pursuant to City ordinances.

3. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

\* Ordinance 30, 932  
Page 467

AN ORDINANCE 30,934

CLOSING AND ABANDONING A PORTION OF KNIBBE AVE. AND AUTHORIZING EXECUTION OF A QUIT-CLAIM OF SUCH AREA TO JOE AMBERSON, JR., FOR A CONSIDERATION OF \$2,400.

\* \* \* \* \*

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

- 1. A portion of Knibbe Ave., in the City of San Antonio, west of Broadway and North of Lot 27, NCB 11928, is hereby closed and abandoned.
- 2. The City Manager is authorized to execute a Quitclaim of the aforementioned area to Joe Amberson, Jr., in consideration of the payment to the City of the sum of \$2,400.
- 3. A copy of said Quitclaim is attached hereto and incorporated herein for all purposes.
- 4. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,935

*amended  
Ord 31055 1-23-63*

AMENDING CHAPTER 22, CODE OF ORDINANCES, THEREBY ESTABLISHING REGULATIONS AND INSPECTION FEES FOR POULTRY PROCESSING ESTABLISHMENTS: PROVIDING FOR A FINE NOT TO EXCEED \$200 FOR VIOLATION OF SAID REGULATIONS AND PROVIDING FOR REPEAL OF SECTIONS 16-61 THROUGH 16-65 ARTICLE V, CHAPTER 16 OF CODE OF ORDINANCES.

\* \* \* \* \*

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

- 1. Chapter 22, Code of Ordinances, be and the same is hereby amended by adding thereto and inserting therein Section 22-27 which shall read:

Section 22-27. Regulations and Inspection Fees for Poultry Processing Establishments

(a). The regulations and inspection fees as established by the Director of Public Health City of San Antonio, for the operation of poultry processing establishments in the City of San Antonio are hereby adopted.

(b) A copy of said regulations and inspection fees are attached hereto and incorporated herein for all purposes.

2. The sale of any product, within the City of San Antonio, by poultry processing establishments that fails to comply with the said regulations, shall be illegal, and any person, firm or establishment who or which fails to comply with the said regulations as established by the Director of Public Health, City of San Antonio, for the operation of poultry processing establishments in the City of San Antonio as hereby adopted shall be guilty of a misdemeanor and shall be punished by a fine not exceeding two hundred dollars (\$200.00). Each day's violation shall constitute a separate offense.

3. Sections 16-61 through 16-65, Article V, Chapter 16, Code of Ordinances, be and the same are hereby repealed.

- 4. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

REGULATIONS GOVERNING THE INSPECTION AND SALE OF POULTRY AND POULTRY PRODUCTS IN THE CITY OF SAN ANTONIO; CONTAINING DEFINITIONS; PROVIDING EXCEPTIONS AND PROVIDING FEES.

The provisions of these regulations shall apply to poultry used for human food.

SECTION I. Definitions:

For the purpose of these regulations, the following words and phrases shall have the meanings ascribed to them in this section:

(i) Department of Public Health - The Department of Public Health of the city of San Antonio or such department or instrumentality of the Municipal Government of the city of San Antonio as may be charged with the preservation and care of the public health within the City by whatever name known.

(ii) Director of Public Health, or Director - The head of the Department of Public Health or other person holding the office of City Health Officer, by whatever title known.

(iii) Inspector - Any inspector of the Department of Public Health.

(iv) Poultry - Any kind of domesticated bird or commercially produced game bird, including but not being limited to chickens, turkeys, ducks, geese, pigeons, guineas, and domestic rabbits.

(vi) Edible Poultry By-Product - Any giblets or any edible part of dressed poultry other

than eviscerated poultry.

(vii) Poultry Food Product - Any article of food intended for human consumption or any article intended for or capable of being so used which is prepared or derived in whole or in substantial part, from any edible portion of dressed poultry.

(viii) Poultry Processing Establishments - Any poultry slaughtering, canning, smoking, processing, or other similar establishment at which inspection is maintained including the establishment at which inspection is maintained, including the establishments of wholesalers, processors, and any cold storage facility for which permit is required hereunder.

(ix) Processor - Any person who, within the corporate limits of the city of San Antonio performs the act of processing poultry.

(x) Cold Storage Facility - Any establishment used primarily for cold storage in which poultry, edible poultry by-products, or poultry food products are stored or handled.

(xi) Poultry Processing Plant - Any establishment where poultry processing is performed.

(xii) Inspected and Passed or San Antonio Inspected and Passed - That the carcasses, parts of carcasses, poultry by-products or poultry food products so marked have been inspected and passed under this ordinance, and that at the time they were inspected, wholesome and fit for human food.

(xiii) Smooth - The term "smooth", used with reference to walls, partitions and posts, shall mean a surface which is at least as smooth as steel-troweled cement-plaster finish. When used with reference to floors, the term "smooth" shall mean a surface which is approximately as smooth as concrete with a wood-float finish.

(xiv) Carcass - Any poultry carcass or rabbit carcass.

(xv) Breasts - Are separated from the back at the points where the vertebral ribs join the backbone. Neck skin is not included.

(xvi) Wishbones - When covering muscle and skin tissue are severed from the breast halfway between the end of the wishbone (hypsocleidium) and front point of the breastbone (cranial process of the sternum crest) to a point where the wishbone joins the shoulder. Neck skin is not included.

(xvii) Drumsticks - Are separated from the thigh by a cut through the knee joint (femorotibial and patellar joint) and from the hock by a cut through the hock joint (tarsal joint).

(xviii) Thighs - Are disjointed at the knee and hip joints. They do not include the pelvic bones.

(xix) Legs - Include the entire leg, i.e., the thigh and drumstick, and they may be disjointed.

(xx) Wings - Include the entire wing with all muscle and skin tissue intact, except that the wing tip may have been removed.

(xxi) Backs - Include the pelvic bones and all the vertebrae posterior to the shoulder joint. The meat is not removed from the pelvic bones. The vertebral ribs or scapula may be removed or included without affecting the appropriateness of the title.

(xxii) Back Strips and Necks - Include the pelvic bones and all the vertebrae of the back and may or may not include the entire neck. The meat is stripped off the pelvic bones.

(xxiv) Giblets - Livers from which the bile sacs have been removed, hearts from which the pericardial sacs have been removed, and gizzards from which the linings and contents have been removed, and giblets shall mean one of each of these organs when referring to one eviscerated carcass "with giblets."

(xxv) Bactericidal Agent - An agent destructive of bacteria, which shall include the use of hot water (180 degrees Fahrenheit and over) and steam where effective to destroy bacteria.

(xxvi) Classes of Poultry:

1. Chicken:

a. Fryer or Broiler: Young chicken (usually under 16 weeks of age) of either sex that is tender-meated, with soft, pliable, smooth-textured skin and flexible breastbone cartilage and which weighs not over 4 pounds ready-to-cook weight. This classification may also include chicken fryer caponette. A caponette is a fryer which has been treated with hormone stilbesterol or its equivalent.

b. Roaster: Young chicken (usually under 8 months of age) of either sex that is tender-meated, with soft, pliable, smooth-textured skin, and breastbone cartilage slightly less flexible than fryers and which weighs over three pounds ready-to-cook.

c. Capon: An unsexed male chicken (usually under 10 months of age) that is tender-meated, with soft, pliable, smooth-textured skin.

d. Stag: A male chicken (usually under 10 months of age) with coarse skin, somewhat toughened and darkened flesh and considerable hardening to the breastbone cartilage.

e. Hen, Stewing Chicken or Fowl: A mature female chicken (usually more than 10 months of age) with meat less tender than that of a roaster, and non-flexible breastbone.

f. Cock: A mature male chicken with coarse skin, toughened and darkened meat, and hardened breastbone.

2. Turkeys:

a. Fryer or Roaster: A young immature turkey (usually under 16 weeks of age) of either sex that is tender-meated, with soft pliable, smooth-textured skin and flexible breastbone cartilage.

b. Young Hen: A young female (usually under 8 Months of age) that is tender-meated, with soft, pliable, smooth-textured skin and breastbone cartilage somewhat less flexible than a fryer or roaster.

c. Young Tom: a young male (usually under 8 monts of age) that is tender-meated, with soft pliable, smooth-textured skin and breastbone cartilage somewhat less flexible than a fryer or roaster.

d. Tom: A mature male (usually over 10 months of age)

### 3. Ducks

a. Broiler or Fryer Duckling: A young duck (usually under 8 weeks of age) of either sex that is tender-meated and has a soft bill and soft windpipe.

b. Roaster Duckling: A young duck (usually under 16 weeks of age) of either sex that is tender-meated and has a bill that is not completely hardened and a windpipe that is easily dented.

c. Mature Duck: A duck (usually over 6 months of age) of either sex with toughened flesh hardened bill and hardened windpipe.

(xxvii) Condemned: shall mean that the product has been inspected and found to be unfit for human food.

## SECTION 2. APPLICATION FOR INSPECTION: GRANTING OF ESTABLISHMENT NUMBERS: APPROVAL OF PLANS

(i) The proprietor or operator of each official establishment shall make application for inspection to the Director of Public Health, Health Department, San Antonio, Texas.

(ii) Every application under this section shall be made on forms furnished by the City of San Antonio Health Department. The application shall contain, in addition to the requirements hereinafter set out, the applicant's name or names, the name of the business, type of plant, telephone number, location of plant or plants, and shall be signed by the applicant. If the business, firm or organization is a partnership, all partners must be listed under the applicant's name and all partners must sign the application. If the organization is a corporation, the president of the corporation must be named as the applicant and the president only may sign. In cases of change of ownership or change of location, a new application shall be made.

(iii) a. Application for inspection shall be accompanied by drawings in quadruplicate, consisting of floor plans showing principal pieces of equipment, floor drains, principal drainage lines, hand washing basins, and hose connections for cleaning purposes; elevations; cross and longitudinal sections of various buildings showing principal equipment, heights of ceilings conveyor racks, and character of floors and ceilings; and a plot plan showing the limits of the plants premises, locations in outline of buildings on the premises, together with roadways and railways serving the plant properly drawn to scale. Applicants may request information from the Director of Public Health concerning the requirements before submitting plans.

b. Each application shall specify the names and addresses of any subsidiary of the official establishment for which application is made if the said subsidiary organization engages in any business which required inspection within the meaning of these regulations.

c. Notice in writing shall be given to each applicant granted inspection, specifying the establishment to which the same applies.

d. The Director of Public Health is hereby authorized to determine whether applications for inspection shall be granted or refused in accordance with the terms of these regulations and to revoke his prior approval of any application if he determines that any false statement was made in such application, also, for failure to comply with the provisions of these regulations. An appeal from the action of the Director of Public Health in refusing to grant or revoking a permit may be made to the City Council as hereinafter set out in this ordinance.

(iv) If any person has applied for service for poultry or other products not eligible therefor under the provisions of these regulations, or has failed to make proper application for service, the service may be denied to such person by the Director of Public Health until the conditions justifying such denial are corrected.

(v) To each establishment granted inspection, an official number shall be assigned. Such number shall be used to identify all inspected and passed products prepared in the establishment. More than one number shall not be assigned to an establishment.

(v) Poultry processing establishment which are hereafter constructed, reconstructed, or extensively altered in the City of San Antonio shall conform in their construction to the requirements of these regulations. Properly prepared plans and specifications in accordance with the terms of these regulations shall be submitted to the Director of Public Health for approval and signed approval shall be obtained from the Director of Public Health before work is begun.

(vii) No major structural changes or alterations shall be made in any poultry processing establishment, or in the principal fixed pieces of equipment therein, unless such changes or alterations shall have first been approved by the Director of Public Health.

SECTION 3. POULTRY PROCESSOR PERMITS - Every Poultry Processor as herein defined desiring to engage in such business in the city of San Antonio shall make application for a Poultry Processor Permit to the Director of Public Health and it shall be unlawful to engage in such business without first having obtained a Poultry Processor Permit.

A Poultry Processor's Permit shall entitle the holder, in addition to the slaughtering of poultry, to perform operation, authorized under a wholesaler's permit or cold storage permit without the necessity of obtaining such permits or paying the fee therefor. Fees for inspection shall be \$2.75 per hour.

## SECTION 4. THE SALE OF POSSESSION OF UNINSPECTED ADULTERATED OR MISBRANDED POULTRY OR POULTRY PRODUCTS PROHIBITED.

It shall be unlawful for any person within the city of San Antonio to sell, offer, or expose for sale, or to have in his possession with intent to sell, any poultry or poultry pro-

duct, which has not been inspected under the provisions of these regulations, or which is adulterated or misbranded, except under such circumstances as the Director of Public Health shall direct, provided that compliance with Section 22-26 of the City Code shall be deemed compliance with this section, and further provided that dressed poultry from an approved source may be brought into an official establishment and there completely eviscerated and reinspected for wholesomeness.

A Any adulterated or misbranded poultry or poultry products may be impounded by the Director of Public Health.

#### SECTION 5- LABELING AND IDENTIFICATION

Each shipping container, except individual retail packages of poultry or poultry products delivered or transported on a wholesale basis shall bear in a distinctly legible form the identification of the contents, and name and address of the processor or distributor. Each shipping container and each retail package of poultry or poultry products delivered or transported on a wholesale basis shall bear in a distinctly legible form, the name and address of the poultry processing establishment in which the contents were processed; providing, that a code identification approved by the Director of Public Health may be substituted for such name and address.

All poultry sold in the city of San Antonio shall bear an inspection legend approved by the Director of Public Health.

Neither the poultry nor poultry products, nor the retail package thereof, shall bear any official stamp or other indication which shall state or imply to the consumer that the poultry has been inspected unless such poultry or poultry products shall actually have been processed and packaged in an establishment operating under the requirements of any official poultry inspection service which provides for continuous supervision of the processing operations, inspection of each poultry carcass at the time of evisceration, and certification for wholesomeness of such poultry and poultry products by the governmental authority conducting the official poultry inspection service.

No poultry or poultry products shall be identified as being, nor shall be implied to be eviscerated or ready-to-cook, unless such poultry or poultry products are eviscerated, trimmed, cleaned, and washed, so as actually to be ready to cook without further cleaning or trimming.

Nothing within the section shall be deemed to authorize or excuse non-compliance with any applicable Federal or State laws or regulations pertaining to the branding, labeling or other identification of foods.

#### SECTION 6 ESTABLISHMENT OF POULTRY INSPECTION SERVICE: QUALIFICATIONS OF INSPECTORS; INSPECTION OF POULTRY AND POULTRY PRODUCTS; DISPOSITION, MARKING, AND REPORTS

(i) Establishment of Poultry Inspection Service - The Poultry Inspection Service of the city of San Antonio is hereby established. A duly qualified veterinarian shall be appointed as Chief of Poultry Inspection Service of the city of San Antonio. Such inspectors as may be necessary shall be appointed to carry out the provisions of these regulations. Such inspectors shall have such education and experience as the Director of Public Health may prescribe.

##### (ii) Provisions for Inspectors and Their Control

a. The number and kind of inspectors required for proper inspection of any plant will be determined by the Director of Public Health or his authorized representative.

b. No duties, not required by inspection activity, will be assigned to any poultry meat inspector without prior approval by the Director of Public Health or his authorized representative.

##### (iii) Inspection Facilities

a. Each person operating a poultry processing establishment under the supervision of the Poultry Inspection Service of the city of San Antonio shall provide rent free such facilities and assistance as may be found necessary by the Chief of Poultry Inspection Service to permit the inspector to efficiently inspect poultry and poultry products in accordance with the provisions of these regulations.

b. An area within the refrigerated facilities in which carcasses or parts thereof may be held for further inspection in such numbers and such locations as the needs of the inspection the plant require. Such facilities shall be capable of being suitably sealed to prevent the entry of unauthorized persons. All such facilities shall be marked conspicuously with the word "RETAINED" in letters not less than 2 inches high. The entry of such facilities by any person under conditions or at times not authorized by the Director of Public Health shall be unlawful.

##### (iv) Time Schedules; Presence of Inspector

a. Each person operating a poultry processing establishment under the supervision of the Poultry Inspection Service of the city of San Antonio shall receive approval from the Chief of Poultry Inspection Service of a regular time schedule in accordance with the usual hours for the industry for processing operations. The Chief of Poultry Inspection Service may require operations to be conducted during reasonable hours, which are usual in the industry. When one inspector is detailed to make inspection at two or more establishments where only a small quantity of poultry or poultry products is processed, the Chief of Poultry Inspection Service may designate the days of the week or hours during which processing operations may be conducted in such establishments. Reasonable notice shall be given by the poultry processing establishments to the Director of Public Health if it is desired to conduct processing operations at times other than in accordance with the approved regular schedule.

b. An inspector shall be on duty in such establishment during all periods when processing operations of any kind are conducted, and the starting or continuing of any processing operations if there is no inspector present, shall be unlawful.

c. The owner or operator of each poultry processing establishment shall inform the Director of Public Health in advance regarding all poultry processing operations to be conducted, and shall conduct such operations only at such time and in such manner as the Chief of Poultry Inspection Service may prescribe to assure clean handling of food and to afford opportunity for in-

spection, in accordance with the provisions of this ordinance.

(V) Access to Establishment; Inspector's Tags, Devices and Methods of Identification for Holding

a. For the purpose of any examination or inspection necessary to enforce any of the provisions of these regulations, inspectors shall be permitted to have access at all times, by day or night, whether the establishment is operated or not, to every part of any establishment to which they are assigned for duty by the Director of Public Health, provided that if the plant is closed and unattended that reasonable notice shall be given to the operator and he shall be given an opportunity to have a representative present.

b. An inspector may use such tags, devices, and methods as may be approved by the Director of Public Health for the identification of poultry and poultry products which are held for further examination and all equipment, utensils, or packing materials which are to be held for proper cleaning or disposal.

(vi) Daily Report of Inspection

Each of Inspector-In-Charge shall submit a signed daily report of inspection from each poultry processing establishment to which he is assigned. The original of each such report shall be filed in the Office of the Chief of Poultry Inspection Service. The report shall show the total pounds of poultry or poultry products inspected, the total pounds inspected and passed, the number, class and poundage of poultry and poultry products retained for further examination at a later date, and the number, class and poundage of poultry or poultry products condemned and the reasons for such condemnations.

SECTION 7 OPERATING PROCEDURES

(i) The operating procedures in poultry processing establishments shall be such as will assure the production of unadulterated poultry and poultry products.

(ii) The following requirements shall be met, and the meeting of such requirements shall be deemed to be compliance with this section.

a. Dead birds shall be removed from coops and batteries and shall be disposed of promptly in such a manner as to preclude use for human consumption.

b. Feed shall be withheld from live poultry for whatever period may be necessary to prevent materials from the crops from contaminating the outside or inside of poultry carcasses during evisceration.

c. The slaughter, bleeding, and scalding of poultry shall be conducted in a separate room, or in an area so enclosed or isolated as to prevent dust, blood, splashed scald-water, or other resulting wastes from contaminating dressed poultry or other poultry or poultry products. Live poultry shall be placed in bleeding cones, or shall be otherwise suspended for bleeding. The placing of poultry into barrels or on the floor for bleeding is prohibited.

d. During periods of use, scald tanks shall be supplied with a continuous flow of water into the tank at a minimum rate of one-fourth gallon per carcass scalded per minute.

e. When required in order to remove vestigial hair and down from poultry carcasses, such carcasses shall be singed at some point in the poultry-dressing operation.

f. If dressed carcasses are vented (i.e., fecal contents are expelled from the cloaca by pressure on the posterior portion of the abdomen), the venting shall be performed under a flow of spray of water in such a manner that the fecal matter is washed away without contaminating the carcass.

g. Cropping, if conducted, shall be accomplished by forcing the crop contents out through the esophagus and mouth. Incisions through the skin of the neck into the crop shall be prohibited.

h. As the last step of the poultry-dressing operation, and immediately prior to being eviscerated, each dressed poultry carcass shall be washed by a flow or spray of water, sufficient in quantity and pressure and distributed in such a manner as to clean the outer surfaces of each carcass thoroughly. Immersion of dressed carcasses in tank or other container of water for such purpose shall be prohibited.

i. Carcasses shall be eviscerated immediately following dressing operation in a sanitary manner with the use of such equipment as is required by Section 7 of these regulations. The separation of the inedible from the edible parts shall be accomplished in such a manner that there will be no contamination of edible parts by inedible viscera or other inedible parts. Incomplete evisceration, resulting in a carcass which is not ready to cook, shall be prohibited.

j. Pulling the vent outward and excising it, thus opening the cloaca or terminal part of the intestine into the body cavity of a poultry carcass, is prohibited. Incisions opening the body cavities of carcasses shall be made in such a manner as to prevent cutting or rupture of the intestines.

k. The giblets shall be separated from the inedible viscera immediately after removal from the body cavity, and shall be immediately cleaned, trimmed, and washed under a continuous flow or spray of water.

l. Following removal of the viscera, and just before the final wash, bruised portions which are of such extent or nature as to be unsuitable for human consumption shall be trimmed from each carcass.

m. The inner and outer surfaces of each eviscerated poultry carcass shall be washed by a flow or spray of water. Such water shall be sufficient in quantity and pressure and distributed in such a manner as to clean such carcass thoroughly, or shall be accompanied by such manual or mechanical scrubbing action as shall be accompanied by accomplishing such cleaning. Immersion of carcasses in a tank or other container of water for such washing purposes shall be prohibited.

n. Eviscerated carcasses shall be checked for complete removal of feathers, and inedible organs, and shall be trimmed as necessary, before the final inside and outside washing operations. Further trimmings, pinning and clearing shall not be performed on such carcasses after the inside and outside washing operations, unless followed by thorough rewashing in a flow or spray of water in the manner described in paragraph (m) above.

o. The placing of poultry or poultry products upon the floor shall be prohibited, and if accidentally dropped on the floor, they shall be immediately picked up and thoroughly washed; provided, that poultry and poultry products which are so soiled or which are of such nature as to preclude adequate cleaning after contact with the floor shall be disposed of as waste matter.

p. Conveyors, where used, shall be operated at such speeds and under such conditions as will permit processing operations to be conducted in compliance with the provisions of these regulations.

q. Equipment, utensils, and packaging materials shall be so handled as to prevent the contamination of poultry and poultry products. Persons who handle such items or materials shall use every reasonable precaution to prevent the surfaces which come into contact with poultry or poultry products from coming into contact with their persons, clothing, or contaminating material.

r. All operations shall be conducted in such a manner and under such conditions as shall prevent the adulteration of poultry and poultry products which are processed, stored, or otherwise handled in the establishment.

#### SECTION 8 PROTECTION OF POULTRY AND POULTRY PRODUCTS FROM CONTAMINATION

(i) Poultry and poultry products shall be processed, stored, transported, and displayed for sale in such a manner and under such conditions as to be protected against contamination.

(ii) The following requirements shall be met, and the meeting of such requirements shall be deemed to be compliance with this section.

a. Containers and other packaging materials used for packaging poultry and poultry products shall be clean, free from contaminating substances and objectionable odors, and of sufficient strength and durability to protect such poultry and poultry products from contamination during normal transportation and distribution.

b. Single-service containers and other packaging and wrapping materials whose surface come into direct contact with poultry and poultry products shall be purchased in clean cartons or wrappings, stored therein until used, and protected from contamination during storage and use.

c. Poultry and poultry products packaged in bulk or shipping containers shall be (a) packed in a clean container made of impervious corrosion-resistant materials, with interior surfaces smooth and free from open seams, breaks, cracks, and chipped places, and so constructed as to provide complete closure and full protection of the contents; or (b) packaged in moisture-resistant containers having waxed interior surfaces or the equivalent thereof; (c) individually wrapped with clean, moisture-resistant paper and then packed in clean containers; or (d) packed in clean containers lined with moisture-resistant paper in such a manner as to permit such paper to surround the poultry or poultry products completely, with adequate overlapping to permit unsealed closure or sealing in such a manner as to prevent contamination of the enclosed product; provided that the bottoms and any paper linings of containers of ice-packed poultry shall have perforations or other openings of sufficient size and number to permit water to drain from such containers as the ice therein melts. Paper used for any of the above purposes shall be of a type and of such strength as not to tear readily during use. Paper once used shall not be used again for wrapping poultry or poultry products, and the use of newspapers for such purposes shall be prohibited.

d. During processing, storage, transportation and display for sale, poultry and poultry products shall be protected against contamination from dust, vermin, wastes, insecticides, rodenticides, other toxic and extraneous materials, from overhead leakage and condensation during public handling, coughing, sneezing, and from any other source.

e. Rodenticides, insecticides, and other toxic materials used in establishments where poultry or poultry products are processed, stored, or otherwise handled shall be identified, stored, and used in such a manner as to preclude the contamination of poultry and poultry products or the creation of other health hazards. Residual-type insecticides shall not be used in poultry processing, storage, or sale rooms where poultry or poultry products may be exposed; only such rodenticides and insecticides as are approved by the Director of Public Health shall be used in such rooms.

f. Enamelware containers shall not be used for any purpose in connection with poultry processing.

g. Flexible water distribution lines to chilling or thawing tanks or other receptacles shall be so elevated at all times as to prevent contact with the floor or extension into the contents of such tanks or other receptacles.

h. Live poultry shall not be permitted in poultry-dressing rooms, eviscerating rooms, sales rooms, employee toilet or dressing rooms, or refuse rooms, except as provided in Section 9(ii) e, which permits the killing of poultry in poultry-dressing rooms.

i. After offal or other wastes are once removed from poultry processing, storage or sales rooms, they shall not be returned to or transported through such rooms. Wastes shall not be handled or routed within such rooms in any manner which may cause contamination of poultry or poultry products.

j. Unpackaged or uncovered poultry and poultry products shall not be moved through live poultry rooms or areas. Poultry and poultry products shall not be moved through refuse rooms.

k. Receiving, loading, and shipping docks shall not be simultaneously used for the handling of poultry and poultry products and for the handling of live poultry or refuse unless such docks are divided by partitions which separate the operations. Docks or portions thereof which are used for live poultry or refuse shall be thoroughly cleaned before being used for the handling of poultry or poultry products.

1. All edible materials for use in the processing of canned, breaded, boned, pre-stuffed or precooked poultry, or in poultry pies, poultry salads, packaged poultry dinners, or other poultry and poultry products shall be wholesome, free from adulteration and spoilage, and so prepared as to be safe for human consumption. They shall be labeled in a legible form showing correct identification, and shall be purchased, shipped, stored, and handled in such containers and under such conditions as will retain their wholesomeness and protect them from contamination.

#### SECTION 9 CONSTRUCTION AND GENERAL LAYOUT OF POULTRY PROCESSING ESTABLISHMENTS

(i) Poultry-processing establishments shall provide adequate space for poultry processing operations conducted therein; shall be constructed in accordance with the subsequent provisions of these regulations; shall be maintained in good repair; and shall provide for the separation of those processes which may cause contamination of poultry and poultry products.

(ii) The following requirements shall be met, and the meeting of such requirements shall be deemed to be compliance with this section.

a. Poultry-processing establishments shall provide sufficient space for the conduct in a sanitary manner of poultry-processing operations carried on therein; for the installation of necessary utility equipment; and for the installation of processing equipment in such a manner so that such equipment will be easily accessible for cleaning.

b. Poultry-processing establishments shall be constructed in accordance with the subsequent applicable provisions of the regulations so as to easily maintain in a sanitary condition and to prevent harborage areas for rodents, roaches, and other vermin.

c. Poultry-processing establishments shall be kept in good repair.

d. Areas for live poultry, such as receiving docks, receiving rooms, holding rooms, and feeding stations shall be separated by walls extending from the floor to the ceiling and constructed in accordance with the provisions of Section 11 of these regulations from processing, storage, sales, and refuse rooms, and employee toilet and dressing rooms; provided, that killing or scalding operations which otherwise meet the requirements of these regulations may be permitted in a holding room, receiving room, or feeding station, if sufficient space is provided for the conduct of such operations without crowding and the carcasses are immediately removed to the poultry-dressing room for completion of the dressing operation.

e. Poultry-dressing operations including removal of feathers, venting, and milking of crops shall be conducted in a poultry-dressing room which shall be separated from the rest of the poultry-processing establishment by walls extending from the floor to the ceiling and constructed in accordance with the provisions of Section 11 of these regulations; provided that killing and scalding operations may be permitted in the poultry-dressing room if conducted in an area so enclosed or isolated as to prevent the contamination of dressed poultry and other poultry and poultry products.

f. Eviscerating operations shall be conducted in an eviscerating room which shall be separated from the rest of the poultry-processing establishment by walls extending from the floor to the ceiling and constructed in accordance with the provisions of Section 11 of these regulations and such room shall not be used concurrently for any other purposes; provided that the final pinning, chilling, cutting-up, grading, thawing, packaging, and packing of dressed and eviscerated poultry may be permitted in an eviscerating room, if sufficient space is provided and such operations are so segregated as to permit their conduct in a sanitary manner.

g. The further processing of eviscerated poultry, such as the preparation of breaded, boned, smoked, or canned poultry, poultry pies, pre-cooked poultry, poultry salads, pre-stuffed poultry, and packaged poultry dinners, shall be conducted in a room or rooms which shall be separated from the rest of the poultry processing establishment by walls extending from the floor to the ceiling and constructed in accordance with the provisions of Section 11 of these regulations and such room or rooms shall not be used concurrently for any other purpose.

h. In poultry-processing establishments, where solid wastes from eviscerating and subsequent processing operations are not removed from such establishments and disposed of directly from the points of original collection, refuse rooms shall be provided, separated from the rest of such establishment by walls extending from the floor to the ceiling and constructed in accordance with the provisions of Section 11 of these regulations.

i. Employee toilets and dressing rooms in poultry-processing establishments shall be separated from the rest of such establishment by walls extending from the floor to the ceiling and constructed in accordance with the provisions of Section 11 of these regulations.

j. Utility rooms or areas, including boiler rooms, shall be sufficiently isolated, either by such distance or by such walls, floors and ceilings as may be required, to prevent them from serving as a source of contamination of poultry or poultry products, packaging materials of processing equipment.

k. Retail sales rooms for poultry and poultry products or for other products, if operated in the same building as a poultry-processing establishment, shall be separated from the rest of such establishment by walls extending from the floor to the ceiling and constructed in accordance with the provision of Section 11 of these regulations.

l. If products are prepared for other than human consumption, such operations shall be conducted in rooms which are separated from the poultry-processing establishment by unbroken wall, or shall be located in a building entirely apart from the building or buildings where poultry and poultry products are processed for human consumption; provided, that the manufacturers of animal food products consisting entirely of materials fit for human consumption may be conducted in rooms which are separated from the rest of the poultry-processing establishment by walls extending from the floor to the ceiling and constructed in accordance with the provisions of Section II of these regulations.

m. Each poultry-processing establishment shall provide such chilling and freezing facilities as shall maintain poultry and poultry products processed, stored, or otherwise handled therein at such temperatures and under such conditions as are required by the provisions of Section 20 of these regulations.

n. A room or area shall be provided in each poultry-processing establishment where utensils and portable equipment can be cleaned. Such room or area shall be of sufficient size and so located and constructed that the cleaning operations will not contaminate poultry or poultry products or cleaned equipment, and that such room or area is protected from contamination from other portions of the poultry-processing establishment. Such area shall not be located in a live-poultry room, poultry-dressing room, or refuse room.

O. Operations not connected with poultry-processing shall not be carried on simultaneously in the same building with poultry-processing unless a solid wall completely separates such operations from the portion of the building where poultry-processing operations are conducted; provided, that the Director of Public Health may authorize solid, self-closing doors in such walls when he determines that such doors will not cause a sanitary hazard to poultry and poultry products; provided further, that retail sales rooms shall be governed in this regard by the provisions of (ii) -n. of this Section. No part of poultry-processing establishment shall open directly into any living quarters.

#### SECTION 10 FLOORS

(i) In poultry-processing establishments, all walls, partitions, posts, ceilings and exposed overhead structures shall be kept clean and in good repair, and those in all rooms or areas where poultry or poultry products are processed or stored, and in all other rooms or areas where floors are not kept dry, shall be finished with smooth, washable, light-colored surfaces. All outer walls and rooms shall be effectively protected against the entrance and harborage of rodents and insects, and interior walls, partitions, posts, ceilings, and overhead structures shall be free from such harborages.

#### SECTION 12 DOORS, WINDOWS AND OPENINGS

(i) In poultry-processing establishments, all outside openings including doors, windows, and conveyor openings, shall be effectively protected against the entrance of insects, rodents, and other vermin. Outside doors, toilet-room doors, and all other doors of rooms or areas where poultry is processed, shall be self-closing fitting. All interior doors shall be of solid type. Doors and windows shall be kept clean and in good repair.

#### SECTION 13 LIGHTING

(i) All rooms and areas in a poultry-processing establishment shall be well lighted.

#### SECTION 14 VENTILATION

(i) All rooms and areas in poultry-processing establishments shall be well ventilated.

#### SECTION 15 WATER SUPPLY

(i) Hot and cold water of a safe and sanitary quality shall be conveniently accessible to all parts of the establishment. Such water shall be under ample pressure and shall be available through such outlets and in such quantities as may be necessary to meet effectively the needs of the establishment at all times.

(ii) The hot water system shall have sufficient capacity to furnish ample water with a temperature of at least 180F., during all periods of processing and clean-up operations.

(iii) All plants shall have toilet and hand-washing facilities for their employees.

#### SECTION 16 DISPOSAL OF WASTES

(i) All wastes from poultry-processing establishments shall be properly disposed of.

a. After collection, solid wastes shall be held in impervious water-tight and easily cleanable containers. Such containers shall be covered with tight-fitting lids and stored in a concrete slab or on a rock which is at least twelve inches above the floor or ground for a single bank of containers; or eighteen inches above the floor or ground for a multiple bank of containers; or such containers shall be stored in a refuse room; provided, that solid wastes from the eviscerating and subsequent processing of poultry shall be immediately placed in such containers, and shall be removed for disposal directly from points of collection and promptly disposed of, or shall be stored only in refuse rooms; provided, further that if waste water draining therefrom does not create a sanitation problem or a nuisance in processing rooms, or docks or trucks, or elsewhere, feathers which are removed to refuse room or directly from the premises may be placed in containers which are constructed of impervious material, but which have holes or perforations permitting the drainage of water.

b. Containers used for the collection and holding of solid wastes shall be kept covered or otherwise protected at all times so that such wastes shall not be accessible to flies, rodents, or other vermin, or otherwise create a nuisance.

c. In establishments provided with refuse rooms, solid wastes shall be stored in such rooms and shall be removed therefrom only for prompt disposal. Such wastes shall be removed from the poultry-processing establishment at least once a day; provided, that the Director of Health may approve other disposal schedules.

#### SECTION 17 EQUIPMENT AND UTENSILS

(i) Such equipment and utensils shall be provided as are necessary for the poultry establishment to conduct all the operation in a sanitary manner. Equipment and utensils shall be of such design, constructed of such materials, and so located as to be easily cleaned and shall be kept clean and in good repair.

(ii) Equipment and utensils in poultry-processing rooms shall be constructed of impervious materials so designed and fabricated as to facilitate cleaning, so located or placed as to be readily accessible for cleaning and shall be kept in good repair. In addition, surface which contact poultry or poultry products during processing shall be non-toxic, corrosion, resistant smooth, free from breaks, open seams, cracks and chipped places, and shall be self-draining where practical. Such surfaces shall not be constructed of concrete or wood whether painted or unpainted.

(iii) Each tank for scalding poultry shall be provided with facilities to permit water to enter continuously at minimum rate of one-fourth gallon per carcass scalded per minute and to flow out through an overflow of sufficient size to prevent clogging.

(iv) Equipment such as shackles, trays, belts, troughs, or stationary or moving-top tables shall be provided for the sanitary evisceration of carcasses. The surfaces which contact the carcasses of viscera shall be of smooth, non-toxic, impervious and corrosion-resistant materials. Such equipment shall extend or shall convey or accompany the carcasses from the points where the carcasses are first incised or opened for removal of crops or viscera to the points where the viscera and lungs and other inedible organs are completely removed.

(v) Each tank or vat used for the chilling or thawing of poultry shall be provided with a drain flush with the lowest interior surfact to facilitate cleaning and shall be constructed that placing of poultry therein, the removal of such poultry and the washing and cleaning of such tank or vat may be accomplished without the entry of workers therein.

#### SECTION 18 CLEANING OF EQUIPMENT AND UTENSILS

(i) Equipment and utensils used in poultry-processing operations shall be thoroughly cleaned by an effective procedure and effectively subjected to bactericidal treatment approved by the health authority after each day's usage and at such times during operations as may be required to prevent contamination of poultry or poultry products. All other equipment in poultry-processing establishments shall be kept in a clean condition.

#### SECTION 19 STORAGE OF CLEAN UTENSILS, PORTABLE EQUIPMENT AND PACKAGING MATERIALS

(i) Clean utensils, portable equipment and packaging materials for use in poultry-processing shall be stored in dry, clean locations and in such a manner as to be protected from contamination.

a. Single-service containers and wrapping and packaging materials whose surfaces come into direct contact with poultry or poultry products shall be kept in the original cartons or packages, and shall be stored until removed for use in a clean dry location protected from dust, splash, and other contamination.

b. Equipment, utensils, and other items not in current use during processing operations shall be stored in processing rooms.

#### SECTION 20 TEMPERATURES: CHILLING AND FREEZING

(i) Poultry and poultry products shall be chilled or frozen immediately after processing under such conditions and temperatures as will insure prompt removal of animal heat and reduction of the internal temperature of all perishable products to 40 degrees F., or below. During further processing, except when such further processing utilizes heat, the internal temperature of previously chilled poultry or poultry products shall not be permitted to rise above 60 F. During storage, transport and sales operations subsequent to shipment from the poultry processing establishment, all frozen poultry and poultry products shall be maintained in a completely frozen state and all other poultry and poultry products except those heat-processed in hermetically sealed containers shall be maintained at or below 50 F.

(ii) In poultry-processing establishments, poultry carcasses to be chilled in vats, tanks, or similar containers shall be placed therein immediately after the final washing of such carcasses. The chilling medium in such containers, such as refrigerated water or ice slush, shall be maintained at 40 F., or below during all periods when carcasses are being chilled or held in such medium. Poultry carcasses weighing less than four pounds shall be chilled to 40 F., or below in less than six hours; and carcasses weighing more than eight pounds shall be chilled to 40 F., or below in less than eight hours. In order to facilitate continuous processing operations, carcasses may be held overnight in such containers or refrigerated water or ice slush of a temperature of 40 F., or less, but in no case shall carcasses be held in direct contact with either of such media for a period longer than twelve hours. If carcasses are to be held in such chilling containers for longer periods than specified herei, they shall be removed from the refrigerated water or ice in properly packed with crushed ice in clean containers which are continually drained and during this holding period the temperature of the carcasses shall be maintained at or below 40 F.

(iii) Coolers in poultry-processing establishments where poultry or poultry products are chilled, or where chilled poultry or poultry products are stored shall be maintained routinely at a temperature of 36 F., or below.

(iv) All freezer facilities used for poultry or poultry products shall be maintained at temperatures of 0 F., or below. Poultry and poultry products shall, if to be frozen, if the internal temperature thereof is 40 F., or below, be placed in freezing facilities providing temperatures of 0 F., or below, under such packaging, air circulation, and staking conditions as shall result in prompt and efficient freezing throughout. If the internal temperature thereof is above 40 F., such poultry or poultry products shall be placed in a plate-freezer or in a freezer with a functioning, circulating air system where a temperature of -20 F., or below, is maintained. Such poultry or poultry products shall remain in freezer facilities until completely frozen.

#### SECTION 21 PREMISES

(i) The immediate premises of poultry-processing establishments shall be kept in a clean neat condition and free from refuse, waste materials and other sources of objectionable conditions.

#### SECTION 22 INSPECTION REQUIRED

(i) Every establishment in which poultry is slaughtered or in which carcasses, parts of carcasses, poultry food products, or edible poultry by-products are wholly or in part canned, cured, smoked, packed, rendered, processed, or otherwise prepared to be stored for transportation or sale, which are capable of being used as food for man, shall have ante mortem and post mortem inspection under these regulations. All poultry, edible poultry by-products or poultry food products or edible poultry by-products prepared in whole or in part therein, shall be inspected, handled, prepared, and marked as required by these regulations.

#### SECTION 23 EFFECTIVE DATE OF THESE REGULATIONS: These regulations shall take effect from and after the 1st day of January, 1963.

AN ORDINANCE 30,936

AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS PROVIDING FOR ADJUSTMENT OF A GAS LINE: AND APPROPRIATING THE SUM OF \$1,570.80 OUT OF STREET RIGHT OF WAY PURCHASE BONDS, 1957, ACCOUNT NO. 479-12, PAYABLE TO FROST NATIONAL BANK, TRUSTEE FOR OAKWELL FARM.

\* \* \* \* \*

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

1. The City Manager is authorized to sign a Contractual Agreement between the City and State of Texas providing for adjustment of a privately owned gas line on Loop 410, Project RW 521-4-16 (Parcel U-6) owned by the Tobin Estate.

A copy of said agreement is attached hereto and incorporated herein for all purposes.

2. The sum of \$1,570.80 is appropriated out of Street Right-Of-Way, Purchase Bonds, 1957 Account No. 479-12, payable to Frost National Bank, Trustee for Oakwell Farm, pursuant to the terms of the aforementioned Contractual Agreement.

3. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
MAYOR

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,937

ACCEPTING THE LOW BID OF D.F. ORTS, GENERAL CONTRACTOR, INC. FOR THE CONSTRUCTION OF FIRE STATION NO. 27, 1518 HILLCREST: AUTHORIZING THE CITY MANAGER TO EXECUTE STANDARD PUBLIC WORKS CONSTRUCTION CONTRACT FOR THE PROJECT MENTIONED IN PARAGRAPH 1; APPROPRIATING THE SUM OF \$49,445.00 OUT OF ACCOUNT NO. 479-04 FIRE STATION CONSTRUCTION BONDS, SERIES 1956; AND APPROPRIATING THE SUM OF \$146.30 OUT OF ACCOUNT NO. 479-04 FIRE STATION CONSTRUCTION BONDS, SERIES 1956, PAYABLE TO MALCOLM G. SIMONS, FOR ARCHITECT'S FEE ON PROJECT MENTIONED IN PARAGRAPH I.

\* \* \* \* \*

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

1. The attached low bid of D.G. Orts General Contractor, Inc., in the amount of \$49,300.00 plus Alternate #1 in the amount of \$145.00 for the construction of Fire Station No. 27, 1518 Hillcrest, is hereby accepted.

2. The City Manager is hereby authorized to execute the standard public works construction contract for the project mentioned in Paragraph 1 above.

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

4. The following sums are appropriated out of Account No. 479-04, Fire Station Construction Bonds, Series 1956;

a. \$49,445.00 payable to D.F. Orts, General Contractor, Inc.

b. \$146.30 payable to Malcolm G. Simson for the Architect's fee in the project mentioned in Paragraph 1.

5. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
MAYOR

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,938

AUTHORIZING THE PAYMENT OF THE SUM OF \$800.00 OUT OF SEWER REVENUE FUND NO. 20402 TO REIMBURSE CERTAIN INDIVIDUALS FOR SEWER CONNECTION FEES PAID BY THEM TO SAN ANTONIO WATER SUPPLY CORPORATION.

\* \* \* \* \*

WHEREAS, the San Antonio Water Supply Corporation has collected fees for connections made to the sanitary sewer line constructed by said corporation; and,

WHEREAS, the City Council is of the opinion that the City should reimburse each individual connecting to the subject sanitary sewer line in the amount they paid San Antonio Water Supply Corporation; NOW, THEREFORE:

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

1. The sum of \$800.00 is hereby authorized to be paid out of Sewer Revenue Fund No. 20402 to reimburse the following named parties for the fees paid by them to San Antonio Water Supply Corporation, for sanitary sewer connections:

a. \$100.00 payable to H.A. Saunders, 630 Highland, San Antonio, Texas, for connection at 4331 Tallulah, Sewer Permit No. L 8359;

b. \$100.00 payable to Donald C. Glass, 536 Castano, San Antonio, Texas for connection at 2919 Trailend, Sewer Permit No. L 8462;

c. \$100.00 payable to Jack Devore, 3219 Oakleaf, San Antonio, Texas, for connection at 106 Goodhue, Sewer Permit No. L 8545;

d. \$100.00 payable to Lloyd A. Denton, 304 D Petroleum Center, San Antonio, Texas, for connection at 3210 Urbancrest, Sewer Permit No. L 8553;

e. \$200.00 payable to Mastercraft Homes, 1128 East Grayson, San Antonio, Texas for connections at 4127 and 4131 Moana Street, Sewer Permit No. L 8514;

f. \$200.00 payable to Bruce T. Shepherd Construction Company, 4203 McCullough, San Antonio, Texas, for connections at 4107 and 4115 Moana, Sewer Permit No. L 8544.

2. PASSED AND APPROVED this 28th day Of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,940

ACCEPTING THE LOW BID OF H.J. MEYER COMPANY FOR THE REROOFING OF THE MAIN LIBRARY BUILDING AT 210 W. MARKET, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR: AUTHORIZING THE PAYMENT OF THE SUM OF \$1,346.30 TO H.J. MEYER COMPANY OUT OF LIBRARY BUDGET ACCOUNT 15-03-01 CODE 2-20.

\* \* \* \* \*

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

- 1. The attached low bid of H.J. Meyer Company, in the amount of \$1,346.30 for the re-roofing of the Main Library Building at 210 W. Market, is hereby accepted.
- 2. The City Manager is hereby authorized to execute the standard construction contract for the project mentoned in Paragraph 1 above.
- 3. The contract is attached hereto and made a part hereof.
- 4. The payment of the sumof \$1,346.30 to H.J. Meyer Company is hereby authorized out of Library Budget Account 15-03-01 Code 2-20.
- 5. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,939

ACCEPITNG THE LOW BID OF MAULDIN-BURNS CORPORATION FOR THE RE-ROOFING OF HANGERS 1,2, & 3 SAN ANTONIO INTERNATIONAL AIRPORT: AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR: AUTHORIZING THE PAYMENT OF THE SUM OF \$9,869.00 TO MAULDIN-BURNS CORPORATION, AND THE SUM OF \$1,500.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT, BOTH SUMS OUT OF AVIATION BUDGET ACCOUNT 12-02-02 CODE 2-20.

\* \* \* \* \*

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

- 1 The attached low bid of MauldinBurns Corporation, in the amount of \$9,869.00 for the re-roofing of Hangers 1, 2 and 3, San Antonio International Airport is hereby executed.
- 2. The City sManager is hereby authorized to execute the standard public works construction contract for the project mentioned in Paragraph 1 above.
- 3. The contract is attached hereto and made a part hereof.
- 4. The payment of the following sums are hereby authorized out of Aviation Budget Account 12-02-02, Code 2-20.
  - a. \$9,869.00 payable to Mauldin\_Burns Corporation.
  - b. \$1,500.00 as a Construction Contingency Account.
- 5. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,933

AUTHORIZING EXECUTION OF AN AGREEMENT CONTAINING AN EASEMENT BETWEEN THE CITY AND THE MISSOURI PACIFIC RAILROAD COMPANY FOR CERTAIN WORK TO BE PERFORMED ON CARRIER'S RIGHT OF WAY IN CONNECTION WITH STORM DRAINAGE PROJECT #39; ACCEPTING THE EASEMENT INCORPORATED IN SAID AGREEMENT AND APPROPRIATING THE SUM OF \$25.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BOND FUND #479-16 PAYABLE TO CARRIER IN CONNECTION THEREWITH.

\* \* \* \* \*

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

- 1. The City Manager is authorized to execute an agreement containing an easement between the City of San Antonio and Missouri Pacific Railroad Company for the construction of culverts as set forth in said agreement across Carrier's right-of-way in connection with Storm Drainage Project #39 (Parcel 5504).
- 2. The easement described in the aforementioned agreement is hereby accepted. A copy of said agreement is attached hereto and incorporated herein by reference.
- 3. The sum of \$25.00 is hereby appropriated out of Highway 90 West Expressway Fund #479-16 payable to Missouri Pacific Railroad Company for said agreement.
- 4. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,941

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 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. 1778 )

The rezoning and reclassification of property from "B" Residence District to "E" Office and "LL" Manufacturing Districts, listed below as follows:

Lot 29, NCB 8084 from "B" Residence to "E" Office; and Lot 28, NCB 8084 from "B" Resident to "LL" Manufacturing District.

- 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 5th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,942

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.

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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 ther re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1745 )

The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District listed below as follows:

Lot 22, Blk 3, NCB 11714

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 5th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,943

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. 1752 )

The rezoning and reclassification of property listed below as follows:

Lot 1, NCB 13512 from "A" Residence District to "D" Apartment District;  
and Lot 2, NCB 13512 from "A" Residence District to "F" Local Retail District.

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 5th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,944

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. 1763 )

The rezoning and reclassification of property from "A" Residence District to "D" Apartment District listed below as follows:

Lot 25, NCB 11862

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 5th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk