

City Block 159, approximately 243 feet;

THENCE at a 90° angle left in a westerly direction approximately 24 feet to the west bank of the San Antonio River;

THENCE left in a northwesterly direction along the river bank approximately 237 feet to the north edge of the Commerce Street bridge;

THENCE left in a westerly direction approximately 27 feet to the point of beginning.

A sketch of said area, marked Exhibit "A", is attached.

b. Dinner barges owned by Licensee are included in the operation, each barge approximately 25 feet long by 10 feet wide, and with a seating capacity of 22 persons. The dinner barges are to be operated in conjunction with the Casa Rio Restaurant, on that area of the San Antonio River between the Aztec Theater on St. Mary's Street and the Granada Hotel. The Licensee will pay the City \$75.00 annually for the privilege of using each barge on the river, (or \$225.00 for three barges) and this charge is included in the amount specified in paragraph k below. Licensee may request authority to operate additional barges by written application in duplicate. If approved by the Director of Parks and Recreation, the same annual rate shall be paid to the City.

c. The term of this license is for a one-year period, commencing January 1, 1962, and ending December 31, 1962. The right is expressly reserved to the City, acting through the Council, to terminate this grant when deemed inconsistent with the public use of the property of the City, or when the same may become a nuisance.

d. Licensee shall conduct his operations in a quiet and orderly manner and shall observe and comply with all laws and ordinances and regulations of the Parks Department affecting his business.

e. Licensee shall be responsible for maintaining the River Walk and the City-owned property on both sides of the San Antonio River, between Commerce and Market Streets, including area under Commerce Street bridge and the area under the west end of Market Street bridge, except city-owned property between west boundary of Lot 7 to the river bank and west end of Market Street Bridge.

f. 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.

g. Licensee shall at all times maintain, free from obstruction, a walkway at least five feet in width from the point of entry and along the portion of the river bank used by him for the use of persons desiring to walk along the river.

h. Licensee shall hold the City harmless against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatever growing out of Licensee's use of public property under this grant 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, 1962, 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 cancellation of said insurance shall be provided for by the insuring agency.

i. 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.

j. 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.

k. Licensee shall pay the City \$1,048 per year, payable in advance, for this privilege.

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. PASSED AND APPROVED this 31st day of January, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

~~-----2.---PASSED-AND-APPROVED-this-----day-of-----,196-----~~

3. AGREED TO AND ACCEPTED in all things by the undersigned this _____ day of _____, 196_____.

A.F. Beyer

AN ORDINANCE 30,102 ✓

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. 1588) The rezoning and reclassification of property from "B" Residence District to "D" Apartment District as follows: Lot 16, NCB 8410.

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 February, A.D, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. F. H. Inselmanner
Asst. City Clerk

AN ORDINANCE 30,103 ✓

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. 1519) The rezoning and reclassification of property from "B" Residence District to "JJ" Commercial District as follows: Lots 5 and 6, Blk. 9, NCB 3936.

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 February, A.D, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmanner
Asst. City Clerk

AN ORDINANCE 30,104 ✓

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. 1521) The rezoning and reclassification of property from "B" Residence District & "J" Commercial Districts to "F" Local Retail District as follows: Lot 22, Blk. 21, NCB 7672.

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 February, A.D., 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmanner
Asst. City Clerk

AN ORDINANCE 30,105 ✓

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. 1541 The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: Lot 38-A, NCB 11512,

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 February, A.D., 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. H. Inselmanner
Asst. City Clerk

AN ORDINANCE 30,106 ✓

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ALAMO SAW & KNIFE WORKS TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN TRACTOR-MOWERS FOR A TOTAL OF \$1,133.16

* * * * *

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

1. The attached low qualified bid of Alamo Saw & Knife Works, dated February 8, 1962 to furnish the City of San Antonio Department of Parks and Recreation with three Gravely Tractors, Model LI, less trade-ins for a total of \$1,133.16, less 1%-15 days is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-02-01.

3. All other bids received are hereby rejected.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

- 2. Payment to be made from Working Capital 6-01, Object Code 6-01.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 14th day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,110

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF KAR-TROL SIGNAL CO., INC. TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH CERTAIN TRAFFIC CONTROL SIGNAL EQUIPMENT FOR A TOTAL OF \$7,425.74

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

- 1. The attached low qualified bid of Kar-Trol Signal Company, Inc., dated February 8, 1962 to furnish the City of San Antonio, Department of Traffic & Transportation with certain traffic control signal equipment for a net total of \$7,425.74 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Traffic & Transportation, Account No. 23-02-03.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 14th day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,111

APPROPRIATING \$7,757.63 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND NO. 803 FOR REIMBURSEMENT TO THE GENERAL FUND OF THE CITY FOR EXPENSES INCURRED IN CONNECTION WITH THE SALE OF INTERNATIONAL AIRPORT REVENUE BONDS, SERIES 1961.

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

- 1. The sum of \$7,757.63 is hereby appropriated out of International Airport Bond and Construction Fund No. 803 for reimbursement to the General Fund of the City for expenses incurred in connection with the sale of International Airport Revenue Bonds, Series 1961.
- 2. An itemized schedule of the specific expenses involved in the sale mentioned in Paragraph 1 above is attached hereto as Exhibit "A" hereof.
- 3. PASSED AND APPROVED this 14th day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,112

AUTHORIZING CERTAIN PERSONNEL TO SIGN CITY CHECKS AND WARRANTS AND HAVE ACCESS TO LOCK BOXES IN THE CITY DEPOSITORY.

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

- 1. Bennett R. Bolen, Director of Finance, is hereby authorized to sign checks, vouchers or warrants for the withdrawal of funds from the City Depository.
- 2. The use of a facsimile of the signature of Bennett R. Bolen on checks, vouchers or warrants is hereby authorized.
- 3. All checks, excluding payroll checks, vouchers or warrants shall also bear the signature of David A. Harner, Assistant City Manager, or Gerald C. Henckel, Jr., Assistant City

*amended
Ord 34056
1-27-66*

Manager, or Arthur F. Brown, City Controller, or Nolie R. Torbert, Chief Accountant; provided, however, that checks, vouchers or warrants for the withdrawal of sinking funds shall be signed by Bennett R. Bolen, Director of Finance, or Arthur F. Brown, City Controller, and the City Manager, B. J. Shelley, or in the absence of the City Manager by David A. Harner, Assistant City Manager, or Gerald C. Henckel, Jr., Assistant City Manager.

4. The following named persons are hereby authorized to have access to all CityLock Boxes in the Frost National Bank and any other banks, in any of the following combinations:

- a. Bennett R. Bolen, Director of Finance, and David A. Harner, Assistant City Manager;
- b. Bennett R. Bolen, Director of Finance, and Gerald C. Henckel, Jr., Assistant City Manager;
- c. Bennett R. Bolen, Director of Finance, and Arthur F. Brown, City Controller;
- d. David A. Harner, Assistant City Manager, and Arthur F. Brown, City Controller;
- e. Gerald C. Henckel, Jr., Assistant City Manager, and Arthur F. Brown, City Controller.

5. The signature and titles of the above named persons appear as follows:

- /s/ B. J. Shelley, City Manager
- /s/ Bennett R. Bolen, Director of Finance
- /s/ David A. Harner, Assistant City Manager
- /s/ Gerald C. Henckel, Jr., Assistant City Manager
- /s/ Arthur F. Brown, City Controller
- /s/ Nolie R. Torbert, Chief Accountant

6. The Frost National Bank, the City Depository, is hereby authorized to honor City checks, vouchers, and warrants bearing the signatures as outlined above and the facsimilie signature of Bennett R. Bolen.

7. All ordinances in conflict herewith are hereby superseded.

8. PASSED AND APPROVED this 14th day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,113

LEVYING AN AD VALOREM TAX FOR THE SUPPORT OF THE CITY GOVERNMENT OF THE CITY OF SAN ANTONIO; LEVYING A TAX TO SUPPORT THE CITY-COUNTY TB CONTROL BOARD; LEVYING A TAX TO PAY THE INTEREST ON THE FUNDED DEBT OF SAID CITY, AND TO CREATE A SINKING FUND THEREFOR; AND FIXING THE TAX RATE AT \$1.82 PER \$100.00 OF VALUATION, ALL SAID TAXES BEING LEVIED FOR THE TAX YEAR BEGINNING JUNE 1, 1961 AND ENDING MAY 31, 1962.

* * * * *

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

Section 1: - That there is hereby levied for general purposes, for the tax year beginning June 1, 1961 and ending May 31, 1962 on all property real, personal and mixed, within the limits of the City of San Antonio, not otherwise exempted by the constitution and laws of the State of Texas and ordinances of this city, an ad valorem tax of, and at the rate of \$1.3013 upon each one hundred dollars of assessed valuation.

Section 2. - That, to provide for the support of the City-County TB Control Board, there, hereby, is levied for the tax year beginning June 1, 1961 and ending May 31, 1962, a special tax of, and at the rate of \$0.142 upon each one hundred dollars of assessed valuation.

Section 3. - That, to provide for the payment of the interest on general bonds and City Hall Annex purchase note issued by the City of San Antonio and to create a sinking fund for the payment thereof as they severally mature, there, hereby, is levied for the tax year beginning June 1, 1961 and ending May 31, 1962, a special tax of, and at the rate of \$.5045 on every one hundred dollars of assessed valuation on all property mentioned in Section 1 hereof, in accordance with the rate for each issue of bonds, enumerated as follows:

<u>DATE OF ISSUE</u>	<u>ISSUE</u>	<u>RATE PER \$100.00 OF ASSESSED VALUATION</u>
January 1, 1924	Public Park Improvements	\$.00228
January 1, 1924	Street Paving and Street Marking	.00124

January 1, 1924	Sanitary Sewers, Mains and Laterals	\$.00028
January 1, 1924	Fire and Police Department Building	.00028
January 1, 1924	Opening and Widening and Straightening Streets	.00028
January 1, 1924	Permanent Bridges	.00028
January 1, 1924	Storm Sewers and Drains	.00069
January 1, 1924	Flood Prevention	.00786
January 1, 1924	Public Auditorium Building	.00057
January 1, 1926	Opening and Widening and Straightening Streets	.00121
January 1, 1926	Constructing Permanent Bridges	.00030
January 1, 1926	Public Auditorium Building	.00061
January 1, 1926	Paving Public Streets and Public Places	.00070
January 1, 1926	Sewers and Drains	.00011
January 1, 1927	City Hall Building	.00089
January 1, 1927	Incinerators and Garbage Loading Stations	.00050
January 1, 1927	Construction of a Permanent System of Sewers and Drains	.00239
January 1, 1927	Street Paving and Grading	.00102
January 1, 1927	Permanent Bridges	.00089
January 1, 1927	Opening and Widening and Straightening Streets	.00291
January 1, 1927	Public Parks Improvements	.00050
January 1, 1927	Fire and Police Department Buildings	.00039
January 1, 1927	Public Auditorium Building	.00025
January 1, 1927	Flood Prevention	.00189
August 1, 1928	Constructing a Permanent System of Sewage Disposal and Permanent Sanitary Sewers and Drains	.00419
August 1, 1928	Opening and Widening and Straightening Public Streets and Public Places	.00203
August 1, 1928	Paving and Grading the Public Streets and Public Places	.00259
August 1, 1928	Permanently Improving the San Antonio River, San Pedro and Alazan Creeks and Constructing Permanent Storm Sewers and Drains	.00176
August 1, 1928	Permanent Bridges	.00056
August 1, 1928	Permanent Building, Fire Alarm and Police Signal System	.00109
August 1, 1928	Construction of Permanent Public Improvements in the Public Parks	.00136
August 1, 1928	Permanent Public Library Building	.00176
August 1, 1928	Acquiring Land for International Exposition Grounds	.00082
August 1, 1928	Acquiring "Spanish Governor's Palace"	.00015
November 1, 1946	A-45 Interregional Highway	.01013
November 1, 1946	B-45 Airport Administration Building	.00861
November 1, 1946	C-45 Street and Bridge	.01152
November 1, 1946	E-45 Garbage Disposal	.00172
November 1, 1946	U-45 Fire Station	.00081
March 1, 1948	Sanitary Sewer Plant and System A-47	.03666
March 1, 1950	State or State-Aid Highways and Streets and Bridges A-49	.02280
March 1, 1955	Expressway and Street Improvement	.06236
March 1, 1956	General Improvement	.03589
December 1, 1956	General Improvement - Series "A"	.04023
December 1, 1957	General Improvement Bonds of 1957	.01934
February 1, 1958	General Improvement Bonds of 1958	.03997
April 1, 1958	Supplemental City Hall Note - Sinkind Fund	.00773
March 1, 1959	General Obligation Bonds of 1959	.07682
March 1, 1960	General Obligation Bonds of 1960	.07473
April 1, 1961	General Obligation Bonds of 1961	.01210
October 1, 1935	Water Control and Improvement District No. 6	<u>.00005</u>
		\$.5045

PASSED AND APPROVED this 14th day of February, A.D., 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

ORDINANCE 30,114 ✓

PROVIDING FOR THE APPROVAL OF THE AGREEMENT DATED FEBRUARY 14, 1962, BETWEEN THE STATE OF TEXAS AND THE CITY OF SAN ANTONIO, FOR THE INSTALLATION, CONSTRUCTION, EXISTENCE, USE, OPERATION, AND MAINTENANCE OF HIGHWAY SIGNAL PROJECT(S) AT THE LOCATION(S) SHOWN ON EXHIBIT 1, ATTACHED HERETO AND MADE A PART HEREOF, IN THE CITY OF SAN ANTONIO, PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1. That the certain agreement dated February 14, 1962 between the State of Texas and the City of San Antonio, for the installation, construction, existence, use, operation, and maintenance of certain highway traffic signal(s) at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, in the City of San Antonio, be and the same is hereby approved, and is hereby authorized to execute said agreement on behalf of the City of San Antonio, and to transmit the same to the State of Texas for appropriate action.

SECTION 2. The fact that the improvements contemplated under the above mentioned agreement are needed, creates an emergency which for the immediate preservation of the public peace, health, safety, and general welfare requires that this Ordinance take effect immediately from and after its passage, and it is accordingly so ordained.

PASSED AND APPROVED this 14th day of February, 1962

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS X
COUNTY OF TRAVIS X

This AGREEMENT, made this _____ day of _____, 19____, by and between the State of Texas, hereinafter called the "State," Party of the First Part; and the City of San Antonio, Bexar County, Texas, acting by and through its duly authorized officers under an Ordinance passed the 14th day of February, 1962, hereinafter called the "City," Party of the Second Part:

W I T N E S S E T H :

WHEREAS, the City has authorized the installation of highway traffic signal(s) by Ordinance passed on the 14th day of February, 1962, at the location(s) shown on EXHIBIT 1, attached hereto and made a part hereof, in the CITY:

A G R E E M E N T :

NOW, therefore, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. The State will furnish the necessary funds for the actual construction, prepare plans and specifications, install said highway traffic signal(s), and supervise construction.
2. The City hereby consents to the construction of the highway traffic signal(s) shown on EXHIBIT 1 by the approval of the location and manner of construction as shown on plans and described in specifications attached hereto, marked EXHIBIT 2, and made a part hereof.
3. The City will operate and maintain the highway traffic signal(s) upon completion of the installation(s) by the State.
4. The City will pay all power costs for operating the signal(s).
5. The City will obtain written approval of the State Highway Engineer before making any changes in the design of operation and timing of the signal(s) or before removing any part of the installation(s).
6. The City will return any and all parts of said highway traffic signal installations (s) to the State should it (they) be removed by the City for any reason other than for installation on a State or Federal numbered highway route at a location approved by the State.
7. The City will be responsible for the police enforcement required for securing obedience to the highway traffic signal(s).
8. In the event the terms of this Agreement are in conflict with the provisions of any other existing Agreements and /or Contracts between the City and the State, this Agreement shall take precedence over the other Agreements and/or contracts.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in triplicate on the day above stated.

ATTEST:

Secretary for City

By Mayor

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission:

By Chief Engineer of Maintenance Operations

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

General Attorneys for the City

District Engineer

Assistant Attorney General

Engineer of Traffic

EXHIBIT 1

LOCATION(S)

Intersection of I.H. 35 and Division Avenue in San Antonio.

AN ORDINANCE 30,115 ✓

EXTENDING THE LICENSE TO FROST NATIONAL BANK FOR CURB AND WALK-UP TELLER SERVICE UNTIL DECEMBER 31, 1962.

* * * * *

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

- 1. The license granted to Frost National Bank by Ordinance No. 29322, passed and approved March 9, 1961, for street teller service in consideration of the payment of \$500.00 to the City, is hereby extended until December 31, 1962, upon the same terms and conditions.
- 2. PASSED AND APPROVED this 14th day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

- 3. ACCEPTED AND AGREED to in all things this _____ day of _____, 1962.

FROST NATIONAL BANK

BY _____

AN ORDINANCE 30,116 ✓

REPEALING ORDINANCE NO. 28463-A CODIFIED AS SECTION 42-31, PARAGRAPH 14, BEING A PART OF THE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO CONCERNING PARKING OF VEHICLES IN "D" APARTMENT AND "E" OFFICE DISTRICTS.

* * * * *

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

- 1. Ordinance No. 28463-A, passed and approved May 12, 1960, codified as Section 42-31, Paragraph 14 of the City Code relating to parking of vehicles in "D" Apartment and "E" Office Districts, is hereby repealed.
- 2. PASSED AND APPROVED this 14th day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,117 ✓

CHANGING THE NAME OF EVANS STREET TO HOME AVENUE.

* * * * *

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

- 1. The name of Evans Street, which extends north one block from East Magnolia, is hereby changed to Home Avenue.
- 2. PASSED AND APPROVED this 14th day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,118 ✓

ACCEPTING THE LOW BID OF ATLAS CONSTRUCTION CO., INC., IN THE AMOUNT OF \$12,177.00, FOR REMODELING AND REPAIRS TO PROSPECT HILL BRANCH LIBRARY BUILDING; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT; AUTHORIZING PAYMENT OF \$12,177.00 TO ATLAS

CONSTRUCTION CO., INC., \$967.70 TO EMMIT R. TUGGLE, AND \$200.00 FOR USE AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT FROM GENERAL FUND ACCOUNT 09-04-15 IN CONNECTION WITH SAID PROJECT.

* * * * *

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

1. The low bid of Atlas Construction Co., Inc., in the amount of \$12,177.00, for remodeling and repairs to Prospect Hill Branch Library Building, is hereby accepted.
2. The City Manager is hereby authorized to execute the standard City construction contract with Atlas Construction Co., Inc., for the work of the project mentioned in Paragraph 1 above.
3. The contract is attached hereto and made a part hereof.
4. Payment of the following sums is hereby authorized from General Fund Account 09-04-16, in connection with the contract authorized by Paragraph 2 above:
 - (a) \$12,177.00 payable to Atlas Construction Co., Inc.;
 - (b) \$967.70 payable to Emmitt R. Tuggle for balance of architect's fee;
 - (c) \$200.00 as a Miscellaneous Expenses Contingency Account.
5. PASSED AND APPROVED this 14th day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,119 ✓

APPROPRATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR FARM MARKET ROAD 78 PROJECT, LOOP 410 PROJECT, U.S. 90 WEST EXPRESSWAY PROJECT, MILITARY DRIVE SOUTH (LOOP 13) SECTION A & B PROJECT.

* * * * *

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

1. The following sums are hereby appropriated out of Street Right-of-Way purchase bonds, Series 1957, Fund No. 479-12, Farm to Market Road 78 Project, in payment for statement attached hereto:

WALTER FELLERS, Sheriff
Comal County Court House
New Braunfels, Texas. the sum of \$ 2.75

for serving petition of Noting of Hearing on condemnation proceedings on Parcel No. 4265.

ROY H. GARWOOD, JR.
South Texas Building
San Antonio, Texas. the sum of \$75.00

for services as commissioner on Cause \$57008, on Parcel No. 4265.

EMMIT R. TUGGLE
531 Elmhurst
San Antonio, Texas. the sum of \$75.00

for services as Commissioner on Cause #57008 on Parcel No. 4265.

B. LEE LIFSHUTZ
c/o Texas Home Improvement Co.
San Antonio, Texas. the sum of \$75.00

for services as Commissioner on Cause #57008 on Parcel No. 4265.

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 Perrin-Beitel Road to Fratt, in payment for statements attached hereto:

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio5, Texas. the sum of \$ 4.90

for recording fee of Certified Copy of Judgment on Parcel No. 10-3737.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 5.50

for recording fee of Certified Copy of Judgment on Parcel No. 38-3764.

JOHN ETHERIDGE, JR.
405 E. Jones Avenue
San Antonio, Texas.the sum of \$115.00

for services as Commissioner on Parcel No. 39-3765.

R. ROBERT LOZANO
1007 W. Houston
San Antonio, Texas.the sum of \$115.00

for services as Commissioner on Parcel No. 39-3765.

A. R. HOPP
2311 S. Hackberry
San Antonio, Texas.the sum of \$115.00

for Services as Commissioner on Parcel No. 39-3765.

FRED HUNTRESS, CLERK, County Court at Law
Bexar County Court House
San Antonio 5, Texas.the sum of \$ 9.25

for bill of services on Cuase #1316, Parcel No. 10-3737.

FRED HUNTRESS, CLERK, County Court at Law
Bexar County Court House
San Antonio 5, Texas.the sum of \$ 9.25

for bill of services on Cause #1317, Parcel No. 38-3764.

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

for recording fee only on Parcel No. 28-4155.

3. The following sums are hereby transferred out of Special Project: Right-of-Way Purchases, General Fund Account No. 25-01-01 to Highway 90 West Expressway Fund No. 479-16 and appropriated from Fund No. 479-16, in payment for statements attached hereto:

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

for recording fee only on Parcel No. 348-4648.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 3.30

for recording fee only on Parcel No. 362-4662.

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

for recording fee only on Parcel No. 347-4647.

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

for recording fee only on Parcel No. 340-4640.

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

for recording fee only on Parcel No. 319-4619.

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

for recording fee only on Parcel 317-4617.

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

for recording fee only on Parcel No. 315-4615.

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

for recording fee only on Parcel No. 287-4587.

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

for recording fees only on Parcel No. 269-4569.

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

for recording fee on Parcel No. 240-4540.

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

for recording fee only on Parcel No. 509-4809.

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

for recording fee only on Parcel No. 346-4646.

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

for recording fee only on Parcel No. 271-4571.

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

for recording fee only on Parcel No. 123-4423.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.the sum of \$ 2.05

for recording fee only on Parcel No. 1-4301.

4. 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 & B Project, in payment for statements attached hereto:

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texas.the sum of \$ 46.95

for title company charges on Parcel No. 4206.

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texas.the sum of \$ 54.95

for title company charges on Parcel No. 4226.

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texas.the sum of \$ 51.30

for title company charges on Parcel No. 4231.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas.the sum of \$285.05

for title company charges on Parcel No. 4276.

5. PASSED AND APPROVED this 14th day of February, A.D., 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,120 ✓

TRANSFERRING \$20,000.00 FROM SPECIAL PROJECTS, RIGHT-OF-WAY PURCHASES, GENERAL FUND ACCOUNT NO. 25-01-01, TO HIGHWAY 90 WEST EXPRESSWAY FUND NO. 479-16, AND APPROPRIATING \$115,863.00 OUT OF FUND NO. 479-16 FOR ACQUISITION OF RIGHT-OF-WAY FOR U.S. HIGHWAY 90 WEST EXPRESSWAY; APPROPRIATING \$9,500.00 OUT OF STREET RIGHT-OF-WAY PURCHASE BONDS, 1957, ACCOUNT #479-12 FOR ACQUISITION OF RIGHT-OF-WAY FOR MILITARY DRIVE S. (LOOP 13), SECTION B, AND APPROPRIATING \$250.00 OUT OF STORM SEWER AND DRAINAGE BONDS, 1957, ACCOUNT NO. 479-13 FOR ACQUISITION OF RIGHT-OF-WAY FOR STORM DRAINAGE 58A, 57.

* * * * *

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

1. The sum of \$20,000.00 is hereby transferred out of Special Projects, Right-of-Way Purchases, General Fund Account No. 25-01-01 to Highway 90 West Expressway Fund No. 479-16, and \$115,863.00 is hereby appropriated out of the latter fund for acquisition of right-of-way as follows:

a. \$9,450.00 payable to Stewart Title Company as escrow agent for Albert E. Reyman, Roberta Reyman Webb, James Duvall Webb, Alma Reyman, Letha Tonozzi and Joseph V. Tonozzi for title to Lots 24 and 25, Block 12, NCB 3495, being Parcel 332-4632.

b. \$9,500.00 payable to Stewart Title Company as escrow agent for Jose Maria Bocanegra and Jesusa Bocanegra for title to Lots 33 and 34, Block 11, NCB 3494, being Parcel 309-4609.

c. \$10,350.00 payable to Stewart Title Company as escrow agent for Mac Montecinos and Dolores Montecinos for title to Lots 57 and 58, Block 10, NCB 3493, being Parcel 293-4593.

d. \$7,870.00 payable to Stewart Title Company as escrow agent for Henry V. Guzman and Catherine Guzman for title to Lots 31 and 32, Block 10, NCB 3493, being Parcel 273-4573.

e. \$10,000.00 payable to Stewart Title Company as escrow agent for Gustav H. Wehmeyer and Katy Wehmeyer for title to Lots 14, 15, 16 and the East 6 feet of Lot 17, Block 9, NCB 3492, being Parcel 250-4550.

f. \$3,850.00 payable to Stewart Title Company as escrow agent for Edward Castillo, Jr., and Enedina P. Castillo for title to Lots 23, 24, Block 8, NCB 3491 being Parcel 227-4527.

g. \$9,561.00 payable to Stewart Title Company as escrow agent for Frank V. Vincenty and Ella C. Vincenty for title to a part of Lot 104, NCB 6724, being Parcel 160-4460.

h. \$7,145.00 payable to Stewart Title Company as escrow agent for Jesus G. Farias and Remedios O. Farias for title to a part of Lot 99, NCB 6724, being Parcel 154-4454.

i. \$11,040.00 payable to Stewart Title Company as escrow agent for Carlos D. Samaniego and Guadalupe Samaniego for title to a part of Lot 48, NCB 6724, being Parcel 140-4440.

j. \$9,200.00 payable to Stewart Title Company as escrow agent for Juan Raymond Gonzales and Lilly L. Gonzales for title to Lot 26, Block 4, NCB 10478, being Parcel 136-4436.

k. \$8,900.00 payable to Stewart Title Company as escrow agent for Herbert L. Brown and Florence E. Brown for title to Lot 14, Block 3, NCB 10477, being Parcel 119-4419.

l. \$9,097.00 payable to Stewart Title Company as escrow agent for Ross G. Aguirre and Anna Maria Aguirre for title to Lot 8, Block 3, NCB 10477, being Parcel 113-4413.

m. \$4,500.00 payable to Stewart Title Company as escrow agent for Celestine Mendoza and Rose Mendoza for title to Lot 28, Block 38, NCB 3697, being Parcel 76-4376.

n. \$5,400.00 payable to Stewart Title Company as escrow agent for Monico and Elisa Levrie for title to Lot 21, Block 38, NCB 3697, being Parcel 69-4369.

Copies of the Sales Agreements 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 \$9,500.00 is appropriated out of Street Right-of-Way Purchase Bonds, 1957, Account #479-12 payable to Alamo Title Company as escrow agent for E. E. Hood and Grace M. Hood for title to portions of NCB 7676, being Parcel 4278 & 4280, Military Dr. S. (Loop 13), Section B Project.

A copy of the Sales Agreement on the aforementioned parcel is filed herewith and incorporated herein by reference for all purposes.

3. The sum of \$250.00 is appropriated out of Storm Sewer and Drainage Bonds, 1957, Account #479-13 payable to Commercial Abstract and Title Company as escrow agent for David Duque and wife, Angelita P. Duque and Sam B. Lifshutz for title to a tract of land out of Lots 26 and 27, Block 29, NCB 3628, being Parcel 4000 & 4001, Storm Drainage Project 58A.

A copy of the Sales Agreement on the aforementioned parcel is filed herewith and incorporated herein by reference for all purposes.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,121 ✓

APPROVING TRANSFER OF A PARCEL OF LAND IN NCB 8822 TO THE CITY PUBLIC SERVICE BOARD IN CONSIDERATION OF THE PAYMENT OF \$200.00 and AUTHORIZING EXECUTION OF THE NECESSARY CONVEYANCE THEREOF.

* * * * *

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

1. The City Manager is authorized to execute a conveyance of portions of Lots 2 and 3, Block 141, NCB 8822 to the City as a part of its electric and gas system in consideration of the payment by the City Public Service Board of the sum of \$200.00. A copy of said instrument is attached hereto and incorporated herein by reference for all purposes.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,122 ✓

APPROVING THE LOCATION FOR STORM DRAINAGE PROJECT 58 IN THE CITY OF SAN ANTONIO FROM A POINT IN NCB 8267 NEAR MATYEAR STREET TO GENERAL McMULLEN DRIVE TO BLUNT STREET; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH RIGHT-OF-WAY LOCATION; DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR SPECIFIED WORK WITHIN THE BOUNDARIES OF SUCH RIGHT-OF-WAY.

* * * * *

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

1. The right-of-way location for Storm Drainage Project 58 from a point in NCB 8267 near Matyear Street to General McMullen Drive and Blunt Street in the City of San Antonio as shown by a protection map prepared by the Department of Public Works and dated January 30, 1962, is hereby approved. A copy of said map filed in the office of the City Clerk is incorporated herein by reference for all purposes.

2. The outer boundaries of the approved Storm Drainage Project 58 route as shown by said maps are here and now established as building lines within and between which no structures shall be repaired if the cost of the repairs to be done within any one calendar year is in excess of 25 per cent of the value of the structure before the repairs are made.

3. The Director of Housing and Inspections of the City of San Antonio is hereby directed to refuse any building permit for the erection of any structure within the proposed route established and referred to; and to refuse any building permits for the rebuilding of existing structures which are destroyed by fire or which are partially destroyed where the cost of reconstruction or repairs is in excess of 25 per cent of the value of the structure before the fire, or for the repair of any existing structure where the cost of repairs to be made within any one calendar year is in excess of 25 per cent of the value of the structure before the repairs are made.

4. The restrictions imposed by this ordinance shall be in full force and effect for a one-year period ending the 14th day of February, 1963, the estimated time required for completion of engineering, appraisal and purchase of the right-of-way protected hereby.

5. WHEREAS, an emergency is apparent for the immediate preservation of order, good government and public safety that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by a vote of at least 6 members of the Council, it shall be effective from and after the date of its passage as made and provided by the Charter of the City of San Antonio.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,123

EVIDENCING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND WILLIAM D. JONES, ARCHITECT, FOR PROFESSIONAL SERVICES IN CONNECTION WITH CONSTRUCTION OF TWO RECREATION BUILDINGS, ONE AT WEST SIDE PARK AND THE OTHER AT SOUTH SIDE LIONS PARK.

* * * * *

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

1. This ordinance makes and manifests an agreement by and between the City of San Antonio hereinafter called "City", and William D. Jones, Architect, hereinafter called "Architect", in words and figures as follows: to-wit:

2. The Architect will design, make and supply the City with necessary plans, working drawings, and specifications for the construction of two recreation buildings, one at West Side Park, and the second at South Side Lions Park. Under no circumstances shall any charges be made for work other than that included in the above mentioned projects.

3. The Architect shall deliver to the Director of Public Works of the City of San Antonio a complete set of reproducible prints of all specifications, maps, drawings, and data, as built.

4. The Architect shall give his personal attention to the performance of this contract and shall employ only competent and skillful assistants to aid him; and shall supply all necessary engineering supervision required for the construction, and shall provide inspection.

5. In consideration of the faithful performance of this contract, the completion and delivery of the plans and specifications and acceptance thereof by the City and the supervision of the contractor to the final completion of the job for each of the two recreation buildings at the sites mentioned above, the City binds itself and obligates itself to pay the Architect the basic fee as indicated below for each of the two buildings at the sites mentioned and based upon the two building structures and their appurtenances being substantially identical in design.

- a. For the first recreation building, irrespective of its location at either of the two above sites -- seven percent (7%) of the construction cost.
- b. For the second recreation building, irrespective of its location at either of the above two sites --- three percent (3%) of the construction cost.

6. Partial payments of the fee shall be made as the work progresses and shall be in accordance with the percentage shown in Paragraph 5 above of this contract for each of the two buildings. In consideration of the faithful performance of the contract, the completion and delivery of the necessary plans and specifications and their acceptance by the City and the supervision of the Architect of the contractors to the completion of the construction, the City agrees and is bound hereby and obligated to pay the Architect the specified compensation as follows:

- a. Upon completion and acceptance of the preliminary plans, cost estimates, and preliminary report:
 - (1) 15% of the fee specified above for the first recreation building irrespective of its site, shall be paid upon an estimate approved by the Director of Public Works and the Director of Parks and Recreation of the City of San Antonio.
 - (2) 15% of the fee specified above for the second recreation building irrespective of its site, shall be paid upon an estimate approved by the Director of Public Works and the Director of Parks and Recreation of the City of San Antonio.
- b. Upon completion and acceptance of the detail plans and specifications:
 - (1) 50% of the fee provided for the first recreation building as stated in Paragraph 5 shall be paid upon an estimate approved by the Director of Public Works and the Director of Parks and Recreation.
 - (2) 50% of the fee provided for the second recreation building as stated in Paragraph 5 shall be paid upon an estimated approved by the Director of Public Works and the Director of Parks and Recreation.
- c. For the general supervision, partial payments made from time to time during the progress of the actual construction in accord with the progress of the job by the contractor and based upon the estimates issued and payments made to the

contractor:

- (1) 35% of the fee specified in Paragraph 5 for the first recreation building irrespective of its location.
- (2) 35% of the fee specified in Paragraph 5 for the second recreation building irrespective of its location at either of the two sites specified in Paragraph 2.

Payments will be made in monthly installments in proportion to the contract work completed at each of the sites, and ten percent (10%) of the total fee due in the construction supervision phase will be retained and paid within thirty (30) days after acceptance of the completed project. Estimates are to be approved by the Director of Parks and Recreation and the Director of Public Works.

7. General supervision shall include the necessary construction stakes for the contractors and regular, frequent and periodic visits of the Architect or his qualified representative to the jobs. It shall also include the checking and certification of estimates submitted by the contractors for payment. Should resident supervision be required, prior authorization from the City shall be obtained.

8. The Architect shall perform his duties to the satisfaction of the Director of Public Works, Director of Parks and Recreation, the City Manager, and such representatives of the City Manager on the job as the City Manager may appoint.

9. Architect shall furnish City five (5) copies of the preliminary report, including preliminary layouts, sketches and cost estimates, including an estimate of the time which will be required to complete the plans and specifications phase after approval of the preliminary phase by the Director of Public Works, for each recreation building irrespective of its site location.

10. The Architect shall furnish to the City all necessary copies of approved plans, specifications, notices to bidders, and proposals, in accordance with City's proposal form, for each of the recreation buildings and its appurtenances irrespective of the site. (All sets of plans in excess of ten (10) are to be paid for separately unless otherwise agreed.)

11. Upon receipt of bids by the City for the construction, the Architect shall make the City a full and complete report on all bids received, together with his recommendation of the best bid for each building and its appurtenances.

12. The Architect shall complete the necessary City standard forms of advertisement for bids.

13. Should any project or job, or part of any project or job, be abandoned before completion or should the Architect be discharged as provided in Paragraph 14, he will submit certified payrolls showing actual payroll cost and other expenses on the project to date, and shall be reimbursed on the basis of the payroll cost multiplied by two as compensation for all expenses, overhead and profit. Should any project or any part of a project or job on which detailed plans and specifications have been made not be constructed, the Architect shall be paid as set forth in Paragraph 6, sub-paragraph "c" for the general supervision of this work. Any element that may have been omitted in the description of the work of the Architect but which is fairly implied, shall be deemed to be included in this contract and shall be done by the Architect as if the same has been specifically stated without any additional charge to the City.

14. The City may terminate this agreement at any time by a notice in writing to the Architect. Upon receipt of such notice, the Architect shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Architect shall submit a statement, showing in detail the services performed under this agreement to the date of termination. The City shall then pay the Architect promptly as provided in Paragraph 13, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this agreement shall be delivered to the City when and if this agreement is terminated.

15. Architect shall not assign or transfer his interest in this contract without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent or employee of the City.

16. The foregoing instrument in writing constitutes the entire agreement herein, there being no other written nor parole agreement with any officer or employees by the City, it being understood that the Charter of the City of San Antonio requires all contracts to be in writing and adopted by ordinance, otherwise to be null and void.

17. PASSED AND APPROVED this 14th day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

18. Accepted as the contract between the City of San Antonio and William D. Jones, Architect, this _____ day of _____, 1962.

/s/ William D. Jones

AN ORDINANCE 30,124 ✓

MAKING AND MANIFESTING A CONTRACT WITH LITTLE THEATRE PRODUCING GROUP OF SAN ANTONIO FOR THE USE OF THE SAN PEDRO PLAYHOUSE FOR A PERIOD OF TWENTY YEARS AND PERMITTING PLACING A SIGN ON SAN PEDRO AVENUE.

* * * * *

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

1. This ordinance manifests an agreement by and between the City of San Antonio, a Texas municipal corporation, and the Little Theatre Producing Group of San Antonio, a Texas non-profit corporation organized for literary and educational purposes, acting pursuant to a resolution of its board of directors, hereinafter called "Little Theatre", whereby the City of San Antonio grants to said Little Theatre the right to occupy and use San Pedro Playhouse in San Pedro Park upon the terms and conditions contained herein:

a. The right hereby granted is for a period of twenty (20) years, from the date accepted by the City Council; provided, however, that either party shall have the right to terminate this agreement at the end of any contract year by notifying the other party in writing, not later than May 1st of such year of the intention to so terminate; provided, however, that the City may not terminate this lease unless it first reimburses to the Little Theatre an amount equal to the total amount expended by the Little Theatre for improvements to the San Pedro Playhouse from the date of the execution of this lease to the date of such notice of termination, less the proportionate part of such expenditures which would have been amortized to the date of such termination, all such improvements to be amortized on a straight line method from the date of such improvements to the end of the contract period. For example: If the Little Theatre should expend \$40,000 for improvements during the year 1962, and the City should cancel this lease as of October 31, 1972, the City shall in such event and prior to terminating this lease reimburse the Little Theatre the sum of \$20,000 by virtue of the unamortized portion of such improvements.

b. The City agrees to permit the Little Theatre to operate a food and drink concession and offer for sale such items as are considered appropriate at reasonable prices. However, it is agreed and understood that the prices, as well as the items offered for sale, are subject to review and approval by the Director of Parks and Recreation.

c. In the event of any violation of any term or condition of this agreement by the Little Theatre, the City shall notify the Little Theatre, in writing and if the Little Theatre should fail within ninety (90) days after receipt of such notice to remedy the breach or to perform and observe all of the covenants contained in this instrument, the City may at its option terminate the right hereby granted and take possession of the premises without being guilty of any manner of trespass, all and every claim for damages for any reason of such re-entry being expressly waived.

d. At the termination of each year that this contract remains in effect, the Little Theatre shall render an accounting of gross revenue to the City. Whatever amount, if any, that ten percent (10%) of gross revenue (as defined in "g" below) exceeds \$2,000.00 shall then be paid to the City without demand.

e. In addition to the accounting required in the foregoing paragraph; the Little Theatre agrees to maintain a complete and accurate set of books, in accordance with accepted principles, as required by the Director of Finance, showing separate receipts for each type of income. Such books are subject to review by the City of San Antonio at any time.

f. The Little Theatre shall hold the City harmless against all loss, liabilities, claims, suits, debts and demands of any kind or nature whatever growing out of the exercise by the Little Theatre of the rights granted by this contract and shall furnish the City a public liability insurance policy, a copy of which shall be furnished the City Clerk, or evidence thereof, on the execution date of this agreement:

(1) Said public liability insurance shall name the City as co-insured.

(2) The limits of liability shall be \$50,000 per person and \$100,000 per accident in case of bodily injuries and a minimum limit of \$5,000 in case of property damage.

Furthermore, there shall be fire and extended coverage insurance in the amount of \$225,000, and boiler and machinery insurance in the amount of \$100,000 carried by the Lessee, with the City of San Antonio designated as co-insured. Copies of all insurance policies, herein designated, or certificates of insurance, will be furnished the City Clerk, City of San Antonio. The fire and extended coverage insurance now carried by the City expires on August 15, 1963, and the boiler and machinery insurance now carried by the City expires on October 1, 1962. The lessee agrees to reimburse the City on a pro rata basis for the unexpired period of the fire and extended coverage and boiler and machinery insurance now in force, whether the present insurance is continued until expiration, or other insurance should be arranged by the lessee. After any insurance now in force has expired, the Little Theatre may arrange independently for the insurance, or the City will arrange for the insurance and the Little Theatre will reimburse the City for the cost of said insurance.

g. The City agrees that the Little Theatre will retain and account for as a part of the gross business all proceeds derived from use of the San Pedro Playhouse by others and all revenue derived by it from the food and drink concession. The term "gross revenue," as used in paragraph "d" of this contract, shall include only the items of revenue in this paragraph stated and shall not include contributions to the Little Theatre, memberships of any kind, sale of tickets to its events in the Playhouse or elsewhere, program advertisement in its programs, or any other fund raising projects of Little Theatre.

h. The maintenance responsibilities for the San Pedro Playhouse are as follows:

(1) The Little Theatre Producing Group will perform all maintenance and repairs to the building and improvements to the building, with the agreement that the building and improvements thereto are to be maintained in a state of good repair.

(2) The City will perform maintenance inspections as required to assist the Little Theatre Group by furnishing technical guidance on maintenance.

i. The Little Theatre agrees to obtain the approval of the Director of Parks and Recreation in writing prior to any physical alteration of the building.

j. The Little Theatre agrees to assume the expense of all required utility services at the San Pedro Playhouse.

2. The lessee agrees to administer the rental of facilities at the San Pedro Playhouse. The City Council will establish the rental rates of facilities to other organizations and activities, and the current rental rates are as follows:

CLASS A EVENTS - Commercial and Profit Making Events

(a) Matinee-----	\$30.00
(b) Evening-----	\$50.00
(c) Matinee and Evening-----	\$70.00
(d) Rehearsal-----	\$20.00

CLASS B EVENTS - Non-Profit Making Events (Churches, Schools and Civic Groups)

(a) Matinee-----	\$25.00
(b) Evening-----	\$40.00
(c) Matinee and Evening-----	\$55.00
(d) Rehearsal-----	\$15.00

PARLOURS - Per Parlour

(a) Matinee-----	\$ 5.00
w/kitchen facilities-----	\$10.00
(b) Evening-----	\$10.00
w/kitchen facilities-----	\$15.00
(c) All Day-----	\$20.00
w/kitchen facilities-----	\$30.00

It is further agreed that no rental or service charge is payable by the City, for any events sponsored by the City and conducted in the Playhouse.

3. In the event the Playhouse is rendered unfit for use by any cause not the fault of the Little Theatre, or any person or organization licensed by it, then the City may at its option and expense restore the Playhouse to the condition in which it was prior to being rendered unfit, and in such event this lease shall be extended in time for a period equal to the period during which the premises were unfit for use. This paragraph shall not apply if the unfitness resulted from some condition, irrespective of cause, which it is the duty of Little Theatre under this contract to remedy.

4. Anything in this lease to the contrary notwithstanding, this lease is made on the condition that the Little Theatre makes additions and improvements to the San Pedro Playhouse during the years 1962 and 1963 totaling \$40,000 or more in cost. In the event that such improvements cost less than \$40,000, the City may, at its option and prior to December 31, 1963, amend this lease by reducing the term of this lease one year for each \$2,000 of the difference between \$40,000 and such smaller amount as may actually be expended for such improvements by the Little Theatre. For example: If such improvements and additions made by the Little Theatre up to December 31, 1962 equal \$30,000 the City may amend this lease to make its termination date October 31, 1976.

5. The Little Theatre shall account to the City on or before March 13, 1963, of the amounts spent by it on such improvements up to the end of the year 1962, and the City shall make any such amendments to this lease prior to December 31, 1963.

6. In the event that the Little Theatre has by December 31, 1962 failed to make improvements equal to at least \$4,000 it shall then pay to the City the sum of \$4,000 and this lease shall terminate as of October 31, 1963.

7. It is agreed that the title or ownership pertaining to any permanent improvements effected by the Little Theatre during the term of this lease shall, upon termination thereof, pass to the City, and the Little Theatre agrees to execute any necessary release or quitclaim to the said permanent fixtures or improvements to the City.

8. The Little Theatre may erect and maintain a sign directing the public to San Pedro Playhouse on San Pedro Park property at San Pedro Avenue and West Dewey Place during the term hereof. The lettering, design and dimensions of such sign shall be such as to meet the approval of the Director of Parks and Recreation. Erection of such sign shall be at a location designated by said Director and under his supervision, pursuant to applicable ordinances of the City of San Antonio. Erection, maintenance, relocation and/or removal of such sign shall be the responsibility of the Little Theatre and shall be done at no expense to the City.

9. The rights granted herein to the Little Theatre may not be sub-let or assigned without the written consent of the City of San Antonio.

10. The foregoing instrument, in writing, constitutes the entire agreement for this contract, there being no other written or parole agreement with any officer or employee of the City. The provisions of Article XI, Section 137, of the City Charter of the City of San Antonio are incorporated herein by reference for all purposes.

11. PASSED AND APPROVED this 14th day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

ACCEPTED AND AGREED TO IN ALL THINGS THIS _____ day of _____, 1962.

LITTLE THEATRE PRODUCING GROUP OF SAN ANTONIO

BY: _____

AN ORDINANCE 30,125/

AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF TWO TEMPORARY EASEMENTS FOR SANITARY SEWER PURPOSES ACROSS TWO TRACTS OUT OF G. NUNEZ SURVEY NO. 151, COUNTY BLOCK 5096 (NOW NCB 10577), BEXAR COUNTY, TEXAS.

* * * * *

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

1. The City Manager is hereby authorized to execute the attached release of two temporary easements for sanitary sewer purposes across two tracts out of G. Nunez Survey No. 151, County Block 5906 (Now NCB 10577), Bexar County, Texas, the need for said temporary easements having been extinguished.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS X
COUNTY OF BEXAR X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 17th day of February, 1950, by instrument recorded at Volume 2817, Page 370 of the Deed Records of Bexar County, Texas, V. E. Berry granted to the City of San Antonio two 35-foot permanent right-of-way easements (denominated Easement No. 1 and Easement No. 3) for sanitary sewer purposes across a 66.84 acre tract and a 13.851 acre tract, out of the G. Nunez Survey No. 151, County Block 5096 (NCB 10577), Bexar County, Texas, and in addition thereto, two temporary easements, 15 feet wide (denominated Temporary Easement No. 1 and Temporary Easement No. 3), located to the northwest, parallel and adjacent to the northwest line of the above permanent easements, across the same tract of land; and,

WHEREAS, by Ordinance No. 11430, dated 23 February, 1950, said permanent and temporary easements were accepted by the City of San Antonio; and,

WHEREAS, the need for said temporary easements has now been extinguished;

WHEREFORE, PREMISES CONSIDERED, the City of San Antonio does hereby release the above described temporary easements of 15 feet in width, across the said 66.84 and 13,851 acre tracts out of the G. Nunez Survey No. 151, but it is specifically provided that this release shall in no way affect or relinquish any rights of the City of San Antonio, in and to the permanent easements and rights of way across the same described property, said permanent easements and rights appurtenant thereto remaining in the City of San Antonio, unchanged by this release.

CITY OF SAN ANTONIO:

BY: City Manager

AN ORDINANCE 30,126

AUTHORIZING THE CITY MANAGER TO EXECUTE TWO LICENSES FOR PROPOSED WATER LINES CROSSING MISSOURI PACIFIC RAILROAD TRACKS ON TAMPICO STREET AND ELLERMAN STREET.

* * * * *

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

1. The City Manager is hereby authorized to execute, on behalf of the City Water Board, City of San Antonio, Texas, two licenses granted by Missouri Pacific Railroad Company for proposed water lines crossing Missouri Pacific Tracks at Tampico Street and Ellerman Street, City Water Board Job Nos. 3063 and 3064. Copies of the licenses are attached hereto and incorporated herein by reference.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

PIPE LINE LICENSE

THIS INSTRUMENT, executed in duplicate, January 23, 1962, Witnesseth:

The undersigned Carrier hereby grants, but on solely the herein expressed terms and conditions, and the undersigned Licensee, Board of Trustees, San Antonio City Water Board, jointly with City of San Antonio, a Municipal Corporation of the State of Texas, to be addressed at San Antonio, Texas, hereby accepts, permission to install, keep, maintain, repair, renew and use for conveying water the Licensee's own one certain proposed continuous line of cast iron pipe, 8 inches in diameter, and appurtenances, herein called Pipe Line, on the Carrier's property, herein called Premises, Pipe Line will be used for conveying water at maximum pressure of 75 pounds per square inch. Pipe line shall intersect Carrier's existing track Engineer's Chainage Station in 13833-64, Tampico Street, in City Limits of San Antonio, Bexar County, Texas, at or near San Antonio. Approximate location of Pipe Line is indicated by heavy blue line on Exhibit A attached hereto as part hereof.

1. Licensee shall at all times keep Pipe Line in good state of repair. All work by Licensee hereunder shall be performed in a safe and workmanlike manner. Licensee shall furnish or do at Licensee's own cost and responsibility any and all things and when and as from time to time required to accomplish whatsoever the Licensee attempts or is bound to do at any time hereunder. License shall adjust Pipe Line to any physical change as made at any time in any of Carrier's property; at all times keeping upper surface of Pipe Line at least four and one-half feet below bottom of rail thereover. Licensee shall cause Pipe Line, before being used for anything inflammable, to conform substantially to Exhibit B attached hereto as part hereof. Said things, including the time and manner of doing any work, each shall conform to the requirements of Carrier as well as of any State, Federal or Municipal authority. Carrier may acting for Licensee furnish or do, and Licensee shall pay and bear the cost of, anything which, herein required of Licensee at any time, either shall not be furnished or done within ten days following Carrier's written request therefor or shall be undertaken by Carrier at Licensee's request; and Licensee on request shall in advance deposit with Carrier the estimated cost thereof. If deposit be less than actual cost, Licensee shall pay the difference; if more, Carrier shall repay difference. Licensee when returning this license (signed) shall pay to Carrier twenty five dollars for preparing it. Any other payment shall be made within twenty days following receipt of bill. Licensee shall pay cost to Carrier for all labor, including wages of foremen, plus 10% to cover supervision and accounting, plus vacation allowances, paid holidays and health and welfare benefit payments applicable to said labor, Carrier's cost price of all materials f.o.b. Carrier's rails, plus 10% to cover handling and accounting, plus freight at tariff to point of use, and excise taxes applicable to said labor and materials. Carrier may connect with and discharge sewage into Pipe Line while serving as sewer.

2. Licensee agrees to (a) indemnify and save harmless the Carrier from and against all claims, suits, damages, costs (including attorneys' fees), losses and expenses, in any manner resulting from or arising out of or in connection with the laying, maintenance, renewal, repair, use, existence or removal of Pipe Line, including the breaking of the same or any leakage therefrom, and (b) assume all risk of loss or damage to Pipe Line and the contents thereof regardless of how caused.

3. Term hereof shall begin with August 4, 1961, and continue thereafter until concluded (1st) by expiration of thirty days following serving, by Licensee on Carrier, or vice versa, of written notice of intention to end term hereof or (2nd) at Carrier's election without further notice by expiration of six months without the Pipe Line having been installed or by Licensee failing (a-1) to cure any default or (a-2) to show statutory right to install Pipe Line within thirty days following Carrier's written request therefor. Any notice of Carrier shall be deemed served when posted conspicuously on Pipe Line or when deposited postage prepaid in U.S. mail addressed as aforesaid. Not later than last day of term hereof Licensee shall remove Pipe Line and restore Premises. Any of Pipe Line not so removed shall at Carrier's election without notice be deemed abandoned. Covenants herein shall inure to or bind each party's heirs, legal representatives, successors and assigns; provided: no right of Licensee shall be transferred or assigned, either voluntarily, except by express agreement acceptable to Carrier, Carrier or Licensee may waive any default at any time of the other without affecting, or impairing any right arising from, any subsequent default.

MISSOURI-PACIFIC RAILROAD COMPANY

By: Vice President-Operation

ATTEST: J. H. Inselmann
Asst. City Clerk

CITY WATER BOARD, CITY OF SAN ANTONIO, TEXAS

BY: David A. Harner
Assistant City Manager

PIPE LINE LICENSE

THIS INSTRUMENT, executed in duplicate, January 23, 1962, WITNESSETH:

The undersigned Carrier hereby grants, but on solely the herein expressed terms and conditions and the undersigned Licensee Board of Trustees, San Antonio City Water Board, jointly with City of San Antonio, a Municipal Corporation of the State of Texas, to be addressed at San Antonio, Texas, hereby accepts, permission to install, keep, maintain, repair, renew and use for conveying water the Licensee's own one certain proposed continuous line of cast iron pipe, 6 inches in diameter, and appurtenances, herein called Pipe Line, on the Carrier's property, herein called Premises. Pipe Line will be used for conveying water at maximum pressure of 75 pounds per square inch. Pipe Line shall intersect Carrier's existing track, Engineer's Chainage Station 2-43, Ellerman Street, in City Limits of San Antonio, Bexar County, Texas, at or near San Antonio. Approximate location of Pipe Line is indicated by solid heavy blue line on Exhibit A attached hereto as part hereof.

1. Licensee shall at all times keep Pipe Line in good state of repair. All work by Licensee hereunder shall be performed in a safe and workmanlike manner. Licensee shall furnish or do at Licensee's own cost and responsibility any and all things and when and as from time to time required to accomplish whatsoever the Licensee attempts or is bound to do at any time hereunder. Licensee shall adjust Pipe Line to any physical change as made at any time in any of Carrier's property; at all times keeping upper surface of Pipe Line at least four and one-half feet below bottom of rail thereover. Licensee shall cause Pipe Line, before being used for anything inflammable, to conform substantially to Exhibit B attached hereto as part hereof. Said things, including the time and manner of doing any work, each shall conform to the requirements of Carrier as well as of any State, Federal or Municipal authority. Carrier may acting for Licensee furnish or do, and licensee shall pay and bear the cost of, anything which herein required of Licensee at any time, either shall not be furnished or done within ten days following Carrier's written request therefor or shall be undertaken by Carrier at Licensee's request; and Licensee on request shall in advance deposit with Carrier the estimated cost thereof. If deposit be less than actual cost, Licensee shall pay the difference; if more, Carrier shall repay difference. Licensee when returning this license (signed) shall pay to Carrier twenty five dollars for preparing it. Any other payment shall be made within twenty days following receipt of bill. Licensee shall pay cost to Carrier for all labor, including wages of foremen, plus 10% to cover supervision and accounting, plus vacation allowances, paid holidays and health and welfare benefit payments applicable to said labor, Carrier's cost price of all materials f.o.b. Carrier's rails, plus 10% to cover handling and accounting, plus freight at tariff to point of use, and excise taxes applicable to said labor and materials. Carrier may connect with and discharge sewage into Pipe Line while serving as sewer.

2. Licensee agrees to (a) indemnify and save harmless the Carrier from and against all claims, suits, damages, costs (including attorney's fees), losses and expenses, in any manner resulting from or arising out of or in connection with the laying, maintenance, renewal, repair, use, existence or removal of Pipe Line, including the breaking of the same or any leakage therefrom, and (b) assume all risk of loss or damage to Pipe Line and the contents thereof regardless of how caused.

3. Term hereof shall begin with August 4, 1961 and continue thereafter until concluded (1st) by expiration of thirty days following serving, by Licensee on Carrier, or vice versa, of written notice of intention to end term hereof or (2nd), at Carrier's election without further notice by expiration of six months without the Pipe Line having been installed or by Licensee failing (a-1) to cure any default or (a-2) to show statutory right to install Pipe Line within thirty days following Carrier's written request therefor. Any notice of Carrier shall be deemed served when posted conspicuously on Pipe Line or when deposited postage prepaid in U.S. mail addressed as aforesaid. Not later than last day of term hereof Licensee shall remove Pipe Line and restore Premises. Any of Pipe Line not so removed shall at Carrier's election without notice be deemed abandoned. Covenants herein shall inure to or bind each party's heirs, legal representatives, successors and assigns, provided: no right of Licensee shall be transferred or assigned, either voluntarily, or involuntarily, except by express agreement acceptable to Carrier. Carrier or Licensee may waive any default at any time of the other without affecting, or impairing any right arising from, any subsequent default.

MISSOURI PACIFIC RAILROAD COMPANY

BY: Vice President-Operation

CITY WATER BOARD,
CITY OF SAN ANTONIO, TEXASATTEST: J. H. Inselmann
Asst. City ClerkBY: David A. Harner
Assistant City Manager

AN ORDINANCE 30,127

*Repealed
Ord 36209
8/29/68*

PROVIDING FOR THE GENERAL SUBSTITUTION OF THE SIGNATURE OF EITHER OF THE ASSISTANT CITY MANAGERS FOR THAT OF THE CITY MANAGER, AND REPEALING ORDINANCE NO. 28299.

* * * * *

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

1. The signature of either of the Assistant City Managers are hereby authorized and given the same effect as the signature of the City Manager, and shall bind the City in like manner as that of the City Manager; provided, however, that the authorization herein contained shall refer only to the acts of either of the Assistant City Managers to the City Manager while acting in their official capacities as such.

2. Ordinance No. 28299, passed and approved February 11, 1960, is hereby repealed.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,128

AUTHORIZING THE PAYMENT OF THE SUM OF \$1,900.00 OUT OF SEWER RENTAL PLEDGE FUND NO. 204 TO REIMBURSE CERTAIN INDIVIDUALS FOR SEWER CONNECTION FEES PAID BY THEM TO SAN ANTONIO WATER SUPPLY CORPORATION.

* * * * *

WHEREAS, 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 \$1,900.00 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. \$200.00 payable to Denton Development Company, 304D Petroleum Center, San Antonio 9, Texas, for connections at 3215 and 3218 Tophill, Sewer Permit No. L-6856.
- b. \$400.00 payable to Prestige Homes, Inc., 535 Busby Drive, San Antonio, Texas, for connections at 343 Pike Road, 7603 Quail Run, 7611 Quail Run and 2930 Burnside, Sewer Permit Nos. L-5397, L-3857, L-6839 and L-4911.
- c. \$200.00 payable to Artesia Village, Inc., 535 Busby Drive, San Antonio 9, Texas, for connections at 2926 and 2931 Burnside, Sewer Permit Nos. L-5235 and L-6840.
- d. \$100.00 payable to Johnnie C. Ivy Plumbing Company, 1623 W. Malone for connection at 203 North Gate Drive, Sewer Permit No. L-6954.
- e. \$300.00 payable to Travis Ferrill, 4530 Bikini for connections at 4434, 4438 and 4439 Bikini, Sewer Permit No. L-6753.
- f. \$100.00 payable to William H. Boyd, Jr. 1016 Ivy Lane, for connection at 2906 Burnside, Sewer Permit No. L-6853.
- g. \$200.00 payable to Lone Star Homes, Inc., 602 Petroleum Commerce Building for connections at 4314 and 4318 Tallulah, Sewer Permit No. L-6854.
- h. \$400.00 payable to J. I. Mason Plumbing Company, 1257 Bandera Road, for connections at 150 and 162 Cave Lane, 215 Rockhill Drive, and 1503 Haskins Drive, Sewer Permit Nos. L-5773, L-6221, L-6472 and L-6302.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,129

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH GENERAL SERVICE COIN LOCK COMPANY FOR THE INSTALLATION AND MAINTENANCE OF AUTOMATIC COIN LOCKS TO BE OPERATED AS PAY TOILETS IN THE MAIN TERMINAL BUILDING, SAN ANTONIO INTERNATIONAL AIRPORT, FOR A TERM OF FIVE (5) YEARS.

* * * * *

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

1. The City Manager is hereby authorized to execute a contract, on behalf of the City of San Antonio, with General Service Coin Company for the installation and maintenance of automatic coin locks to be operated as pay toilets in the Main Terminal Building at San Antonio International Airport for a term of five (5) years from the date of execution.

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

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS)
COUNTY OF BEXAR)

The General Service Coin Lock Company, hereinafter called "Company", and the City of San Antonio, hereinafter called "City", agree and contract as follows: WITNESSETH:

I.

The City hereby grants unto the said Company the exclusive privilege to install and maintain twenty or more automatic coin locks to be continuously operated as pay toilets in the Main Terminal Building, San Antonio International Airport, Bexar County, Texas. Said Company may install additional automatic coin locks after the first twenty (20) if requested by the Airport Director.

II.

This agreement is for a term of five (5) years from the date of execution of said agreement and shall continue from month to month thereafter unless either party shall give the other written notice by registered mail at least ninety (90) days prior to the expiration of said agreement that it desires to discontinue said agreement at the conclusion of the five (5) year term. Written notice to the City will be to the Airport Director.

III.

Revenue derived from the operation of the coin locks installed under this agreement shall be collected as follows:

- (1) An authorized agent of the Company or
- (2) By the City in trust for the Company and forwarded as provided in Paragraph IV.

IV.

The City will pay a minimum service charge of ONE (\$1.00) DOLLAR per lock per month. The net collection from the coin locks after deduction of the monthly service charge of \$1.00 per lock shall be divided 95% to the City and 5% to the Company. The payments made by the City to said Company will be by voucher on or before the 10th of each month and sent to General Service Coin Lock Company, Boonton, New Jersey.

V.

All property installed by said Company is and shall remain their property and the Company has the right to remove said property installed hereunder at the termination of said contract.

VI.

Where any license or other tax or any kind whatsoever is levied by any Federal, State, County or City Government for the operation of pay toilet locks, such license or tax shall be paid by the City from the gross receipts of such pay toilet locks, so licensed or taxed, after which the balance of such receipts shall be divided as herein provided for. All receipts for

licenses or taxes paid shall be sent to the Company.

VII.

The City agrees to keep the Lavatories in a clean and sanitary condition, to furnish sufficient toilet paper for said service, and to advise the Company promptly if any of their equipment is inoperative. The Company agrees to furnish all necessary keys and will repair or replace any automatic coin locks that may become damaged or inoperative.

VIII.

It is agreed that the Company will not be responsible for alteration to doors, incurred by placing its equipment thereon.

IX.

This Agreement shall apply to and bind the assigns and legal successors of parties hereto.

GENERAL SERVICE COIN LOCK COMPANY

BY: /s/ C. M. Morris

CITY OF SAN ANTONIO

ATTEST: J. H. Inselmann
Asst. City Clerk

BY: /s/ David A. Harner
Asst. City Manager

AN ORDINANCE 30,130 ✓

CONSENTING TO THE ASSIGNMENT TO THE MISSOURI PACIFIC RAILROAD COMPANY OF THE RAILROAD EASEMENT RIGHTS PREVIOUSLY GRANTED TO SCOBAY FIREPROOF STORAGE COMPANY AND HOWARD AERO, INC., ACROSS CERTAIN PREMISES LOCATED AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, the City of San Antonio, Howard Aero, Inc., and Scobey Fireproof Storage Company, in Ordinance No. 21944, passed and approved December 8, 1955, entered into an Agreement for the lease of certain premises located at San Antonio International Airport; and,

WHEREAS, said Agreement also transferred and assigned to Howard Aero, Inc., certain railroad easements and rights previously granted by the City of San Antonio to Scobey Fireproof Storage Company and said Agreement also transferred and assigned to Howard Aero, Inc., certain rights under existing agreements between Scobey Fireproof Storage Company and Guy A. Thompson, Trustee, International-Great Northern Railroad Company, Debtor; and,

WHEREAS, Scobey Fireproof Storage Company, Howard Aero, Inc., (formerly Howard Aero Service, Inc.), and Missouri Pacific Railroad Company have requested the City of San Antonio, as Lessor, to consent to the transfer to the Missouri Pacific Railroad Company of the railroad easements and rights existing concerning the subject premises, and to reaffirm to the said Missouri Pacific Railroad Company a right of access to the subject industrial tracks from the main line railroad; NOW, THEREFORE:

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

1. Consent is hereby given to the transfer and assignment to the Missouri Pacific Railroad Company of those railroad easements, and rights in conjunction therewith, at or near the San Antonio International Airport, which easements and rights are held under existing lease and easement agreements between the City of San Antonio, as Lessor or Grantor, and Scobey Fireproof Storage Company and Howard Aero, Inc., as Lessees or Grantees. The right of the Missouri Pacific Railroad to cross Wetmore Road from its main track in order to reach and connect with the subject industrial tracks is also hereby recognized and affirmed. Said easements and rights are to continue for the duration set forth in the lease agreement dated December 8, 1955, between the said Lessor and Lessees covering the subject premises at or near the said San Antonio International Airport.

2. The above mentioned transfer and assignment to the Missouri Pacific Railroad is attached hereto as Exhibit I.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,131 ✓

AUTHORIZING EXECUTION OF A CONTRACT BETWEEN THE CITY AND STAGECOACH AIRWAYS, INC., WHEREBY SPACE IS LEASED IN THE TERMINAL BUILDING 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 contract leasing space for a one (1) year term in the Main Terminal Building at San Antonio International Airport to Stagecoach Airways, Inc.; a copy of said lease is attached hereto and incorporated herein by reference.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS)
COUNTY OF BEXAR)

This contract of lease is made and entered into on the 1st day of February, 1962, by and between the City of San Antonio, Texas, a municipal corporation, hereinafter referred to as "Lessor" and Stagecoach Airways, Inc. a corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Lessee."

W I T N E S S E T H :

1. The Lessor does hereby and by these presents demise and lease unto the Lessee the following premises located at the San Antonio International Airport, hereinafter called "Airport", San Antonio, Bexar County, Texas:

Lease area number 30-36 including ticket counter on the corridor adjacent to the main exit of the Main Terminal Building at San Antonio International Airport, said area containing a total of 101 square feet.

The location and description of the leased premises are set forth on Exhibit 1, which is attached hereto and made a part hereof.

2. The term of this lease shall be for one year commencing on the 1st day of February, 1962.

3. For the facilities, improvements, and building floor space as shown on Exhibit 1, and containing 101 square feet, a rental of \$3.85 per square foot per year shall be paid by the Lessee to the Lessor.

4. The rental above provided shall be paid monthly in a sum of \$32.40 in advance beginning with the first day of February, 1962. Such rental is subject to adjustment pursuant to provisions of Paragraph 5 hereof.

5. (A) Beginning January 1, 1962, and annually thereafter during the term of this lease, the rental shall be adjusted for the ensuing year according to any increase or decrease in:

- (a) The average of the monthly indices published by the Bureau of Labor Statistics, U.S. Dept. of Labor, for AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING and WHOLESAL PRICES - ALL COMMODITIES for the 12-month period ending with September 30th of the preceding calendar year.

as compared to

- (b) The average of the above-named indices for the 12-month period ending with September 30, 1961.

The computation for said adjustment shall be as follows:

$$\frac{(a)}{(b)} \times \text{Base Rental Rate}(s) = \text{Adjusted Rental Rate}(s).$$

That is, the base rental rate shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the twelve monthly indices of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING and of WHOLESAL PRICES - ALL COMMODITIES for the 12-month period September 30, 1961, and the numerator of which shall be the similar common average for the twelve months ending September 30th of the calendar year immediately preceding the adjustment date. All index figures used must be final.

B. The Base rental rate(s) shall be understood to be the rental rate(s) set forth in this agreement (Paragraph 3); the adjusted rental rate(s) shall be understood to mean such base rental rate(s) plus or minus any increase or decrease computed according to the formula set out in Paragraph A above.

C. This provision shall be effective in this manner as long as both indices above mentioned are published by the said government authorities in the same form and based on the same data as at the date of the granting of this lease, and shall be redefined to the mutual satisfaction of both Lessee and Lessor in the event of change of form and/or bases of indices.

D. The average of the twelve monthly indices for the year ending September 30, 1961, of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING is 103.2 and the similar average of indices for WHOLESAL PRICES - ALL COMMODITIES is 119.3; the common average of the two averages for the twelve months ending August 31, 1961, is 111.3. All calculations to determine increases shall

use this common average as the denominator (b) in the formula in Paragraph A above.

6. The leased premises shall be used solely for purposes in connection with operating a commercial air taxi.

7. Lessee expressly covenants and agrees as follows:

A. 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 premises on said Airport. In this connection, Lessee will keep the leased premises clean and in good repair.

B. Lessee agrees to cause to be removed at its own expense from the leased premises, all waste, garbage and rubbish and agrees not to deposit the same on any part of the Airport, except Lessee may deposit same temporarily on the demised premises in connection with collection or removal. Provided however that in the event that normal Municipal Services undertake the collection and disposal of waste, the Lessee agrees to abide by the regulations and Ordinances applicable hereto.

C. Lessee will erect no signs or advertising matter without the consent of Lessor.

D. Lessee's associates, 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.

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

F. Lessee will pay all taxes levied on personal property of Lessee located on the leased premises. Lessee expressly covenants to pay all such assessments and taxes before they become delinquent.

G. 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 of omission on the part of Lessee, its associates, agents, employees and servants. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in a minimum sum of \$100,000 for one person and \$250,000 for two or more persons and in addition thereto carry a minimum of \$50,000 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy:

"It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellations of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

A certificate of insurance showing compliance with said requirements shall be filed with the City Clerk at the beginning of the term of this lease.

H. In any action brought by Lessor to enforce any provision of this lease, Lessor shall be entitled to recover reasonable attorney's fees.

I. Lessee will conduct its business in a proper and first class manner at all times.

J. It is specifically agreed and stipulated that the following concessions and the establishment thereof are excluded from this contract and lease, to-wit:

- (1) Ground transportation for hire.
- (2) Western Union
- (3) Auto Rental Service
- (4) Food Sales
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet and personal services
- (8) Retail sale of non-aviation products offered for sale in the Terminal Building.

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

L. Lessee will cause to be made, executed and delivered to Lessor at the time of the execution of this lease a Surety Bond in the sum of One Thousand Dollars (\$1,000) conditioned on the faithful performance of all conditions and covenants of this lease.

M. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the expiration of this lease for any purpose, Lessee shall become a tenant from month to month, and during such holding over shall comply with and perform all obligations imposed on Lessee by this lease. Should Lessee remain in possession without Lessor's consent after the expiration or other termination 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.

8. Lessor shall furnish only the following services in this leased premises: air conditioning and heating; exterior building maintenance; lighting fixtures and maintenance thereof, excluding relamping.

9. The use and occupancy of the leased premises by the Lessee shall be completely without cost or expense to the Lessor, except as set out in Section 8. In this connection, Lessor shall not be obligated to furnish any services, supplies, materials, or equipment of any nature whatever during the time this lease is in effect, other than as stated in Section 8.

10. Lessee agrees that it will purchase Lessee's requirements of aircraft fuel for operations under this lease from operators based at San Antonio International Airport. Lessee acknowledges that Lessee and all tenants and operators (other than certificated scheduled air carriers) based at said airport are obligated to pay a fuel flowage fee on aircraft fuel delivered to them, pursuant to an ordinance(s) of the City of San Antonio. Nothing contained herein shall be taken to relieve Lessee, its customers or others from any field use charges levied generally by Lessor directly or indirectly upon the operation of aircraft at San Antonio International Airport.

11. Lessor may cancel this lease by giving Lessee thirty (30) days written notice, upon or after the happening of any 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 provision 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 leasehold interest by execution or other process of law.
- G. The divestiture 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 failure of Lessee to remedy such default within thirty (30) 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.

12. 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.

13. 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 relocate the improvements or terminate this lease.

14. Notices to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Lessee at International Airport, San Antonio, Texas.

EXECUTED THIS 14th day of February, 1962.

CITY OF SAN ANTONIO, LESSOR
BY: David A. Harner
Asst. City Manager

ATTEST: J. H. Inselmann
Asst. City Clerk

STAGECOACH AIRWAYS, INC.

AN ORDINANCE 30,132 ✓

AUTHORIZING THE EXECUTION OF A GROUND LEASE BETWEEN THE CITY
AND FRANCIS RAGSDALE, DBA RAGSDALE FLYING SERVICE FOR AN AREA
AT STINSON MUNICIPAL AIRPORT.

* * * * *

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

1. The City Manager is authorized to execute a lease between the City of San Antonio and Francis Ragsdale, DBA Ragsdale Flying Service for an area at Stinson Municipal Airport for a term of twenty (20) years beginning March 1, 1962. A copy of said lease is attached hereto and incorporated herein by reference for all purposes.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS X
COUNTY OF BEXAR X

THIS AGREEMENT, Entered into by and between the City of San Antonio, a Texas municipal corporation acting by and through _____, its _____, pursuant to Ordinance No. 30132, adopted February 14, 1962, (hereinafter called "Lessor"), and Francis Ragsdale, DBA Ragsdale Flying Service, (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES

The Lessor does hereby and by these presents demise and lease unto the Lessee the following premises located at Stinson Municipal Airport (hereinafter called "Airport"), San Antonio, Bexar County, Texas:

From a point which is the intersection of the centerlines of 99th Street and Cadmus Street at Stinson Municipal Airport, proceed with the centerline of 99th Street S 82° 49' W. 710.0' to a point;

THENCE S 7° 11' E 30.0' to the point of beginning for the premises leased herein;

THENCE continue S 7° 11' E 185.0' to the SE corner;

THENCE S 82° 49' W 160.0' to the SW corner;

THENCE N 7° 11' W 185.0' to the NW corner;

THENCE N 82° 49' E 160.0' to the NE corner and point of beginning, and containing 29,600 square feet.

Exhibit "1" is attached hereto and incorporated herein by reference.

2. TERM

A. The term of this lease shall be for a period of twenty (20) years beginning March 1, 1962, and ending February 28, 1982.

3. BASE RENTAL

Lessee agrees to pay to Lessor three cents (3¢) per square feet per year for the leased area described in Paragraph 1 above. Such rental is subject to adjustment pursuant to provisions of Paragraph 4 hereof.

Payment of the above sum shall be made monthly in advance on the first day of each month during the term, beginning with the 1st day of March, 1962, in an amount equal to one-twelfth (1/12) of the annual rental, or \$74.00 per month.

4. ADJUSTMENTS IN RENTAL RATES

A. Beginning January 1, 1962, and annually thereafter during the term of this lease, the rental shall be adjusted for the ensuing year according to any increase or decrease in:

- (a) The average of the monthly indices published by the Bureau of Labor Statistics, U.S. Dept. of Labor, for AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING and WHOLESAL PRICES - ALL COMMODITIES for the 12-month period ending with September 30 of the preceding calendar year,

as compared to

- (b) The average of the above-named indices for the 12-month period ending with September 30, 1961.

The computation for said adjustment shall be as follows:

$$\frac{(a)}{(b)} \text{ Base Rental Rate(s) - Adjusted Rental Rate(s).}$$

That is, the base rental rate shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the twelve monthly indices of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING and of WHOLESAL PRICES - ALL COMMODITIES for the 12-month period ending September 30, 1961, and the numerator of which shall be the similar

common average for the twelve months ending September 30, 1961 of the calendar year immediately preceding the adjustment date. All index figures used must be final.

B. The base rental rate(s) shall be understood to be the rental rate(s) set forth in this agreement (Par. 3); the adjusted rental rate(s) shall be understood to mean such base rental rate(s) plus or minus any increase or decrease computed according to the formula set out in Par. A above.

C. This provision shall be effective in this manner as long as both indices above mentioned are published by the said government authorities in the same form and based on the same data as at the date of the granting of this lease, and shall be redefined to the mutual satisfaction of both Lessee and Lessor in the event of change of form and/or bases of indices.

D. The average of the twelve monthly indices for the year ending September 30, 1961, of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING is 103.2, and the similar average of indices for WHOLESALE PRICES - ALL COMMODITIES is 119.3; the common average of the two averages for the twelve months ending September 30, 1961, is 111.3. All calculations to determine increases shall use this common average as the denominator (b) in the formula in Paragraph A above.

5. USE(S) OF PREMISES.

A. Lessee shall have the right to use the premises described in Par. 1 for the purpose of conducting the business of aerial transportation of persons and property for hire, and/or furnishing aeronautical services, supplies, or instruction. In this connection, Lessee shall have the right to engage in any activity related to the business of operating aircraft for profit, including aerial surveying, photographing, mapping and advertising; to sell, rent, lease, purchase, exchange, dispose of or otherwise distribute aircraft, engines, motors, aircraft instruments, devices, supplies (other than fuels), and accessories; to operate schools of flying, navigation, aircraft design, theory and construction; and to engage in aeronautical and allied research. Any other use of the premises is prohibited.

B. Lessee shall have the right to use, in common with other persons, all public facilities at 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.

C. Lessee may construct, alter or extend improvements on the leased premises only in accordance with the provisions of Par. 6 hereof. It is agreed by and between the parties hereto that the improvements constructed by Lessee on the premises during the term hereof shall be deemed to be Lessee's personal property, and shall remain Lessee's personal property until the termination of this lease, at which time Lessee shall remove same according to the provisions hereof.

6. 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 receipt of written approval from Lessor. Such construction shall be in compliance with applicable ordinances of the City of San Antonio.

B. MAINTENANCE

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. In this connection, Lessee will keep the structure(s) on the leased premises painted and in good repair, and will keep grass mowed.

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.

D. SIGNS

Lessee will erect no signs and will distribute no advertising matter at Stinson Municipal Airport without the written consent of Lessor.

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 not provided for under the regular trash and garbage pick-ups provided by the City as a regular service resulting from the payment of City taxes by the Lessee and others, 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. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$100,000.00 for one person and \$250,000.00 for one accident on personal liability, and \$50,000.00 for property damage liability. Such insurance policy shall be carried in a reasonable company licensed to do business in the State of Texas and it shall name Lessor as a 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 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.

J. FIRE INSURANCE

It shall be the responsibility of Lessee to carry adequate insurance for fire and extended coverage on the improvements to be constructed by Lessee on the premises.

K. 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.

L. CONDITION OF PREMISES

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

M. QUALITY OF SERVICES

Lessee will at all times, furnish good, prompt and efficient aviation commercial services adequate to meet all the demands for such services at the Airport and to furnish said services on a non-discriminatory basis to all users thereof, and will charge non-discriminatory prices for each unit of sale or service; provided that the Lessee will be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

N. HOLDING OVER

Should Lessee remain in possession of the leased premises without the Lessor's consent after the termination 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.

O. AIRCRAFT FUEL

Lessee will not engage in the sale of aircraft fuels and lubricants other than of engine oil purchased from Lessor for resale. Lessee agrees to purchase all requirements of Lessee for aviation fuels from Lessor.

P. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a surety bond in the sum of \$1,000.00 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnify company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

Q. ATTORNEY FEES

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

7. 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 leasehold interest by execution or other process of law.
- G. The divestiture 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.

8. REMOVAL OF IMPROVEMENTS

Upon expiration or termination hereof, all improvements constructed, installed or placed upon the premises by Lessee shall be removed by Lessee at no expense to Lessor. Lessee shall restore the premises to their present condition at the time of such removal, and shall pay the prescribed rental until such time. Should Lessee fail to comply with this provision within ninety (90) days after such expiration or termination, Lessor shall have the option to (1) remove such improvements at the expense of Lessee, or (2) declare such improvements to be the property of Lessor, title to same being forfeited by Lessee.

9. 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.

10. 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.

11. DELIVERY OF 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 _____

EXECUTED this _____ day of _____, 19_____.

CITY OF SAN ANTONIO, Lessor

BY: City Manager

RAGSDALE FLYING SERVICE, Lessee

BY: /s/ Francis Ragsdale

AN ORDINANCE 30,133

AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE CONTRACT FOR CERTAIN LAND LOCATED IN BEXAR COUNTY, TEXAS, AND APPROPRIATING FUNDS THEREFOR.

* * * * *

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

- 1. The City Manager is hereby authorized to execute, on behalf of the City of San Antonio, a contract for the purchase of certain land lying in Bexar County, Texas. A copy of the contract is attached hereto, marked Exhibit A, and expressly made a part hereof.
- 2. The sum of \$24,800.00 is hereby appropriated out of Sewer Rental Pledged Fund #204, payable to Stewart Title Company as escrow agent for Robert D. Blalock and Carla Blalock in payment for said land in accordance with the contract.
- 3. PASSED AND APPROVED this 21st day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,134

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. 1582) The rezoning and reclassification of property from "E" Office and "F" Local Retail Districts to "JJ" Commercial District as follows: Lot 18 and Lot 16, NCB 812.
- 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 February, A.D, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,135

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. 1583) The rezoning and reclassification of property from "F" Local Retail District to "JJ" Commercial District as follows: Lot 24, NCB 12571.
- 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 February, A.D, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,136

ESTABLISHING AD VALOREM TAX COLLECTION SUB-STATIONS.

* * * * *

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

1. The proposals, attached hereto and made a part hereof, of H. E. Butt Grocery Company, Handy-Andy, Inc., and Toudouze Mart to furnish facilities necessary for tax collection sub-stations are hereby accepted. The following are hereby established as sub-stations for the collection of Ad Valorem Taxes:

a. H. E. Butt Food Stores (H.E. Butt Grocery Company)

<u>Store No.</u>	<u>Location</u>
1	1509 North Main Avenue
2	4821 Broadway
3	3221 W. Commerce
4	1601 Nogalitos
5	2118 Fredericksburg Rd.
6	2701 South Presa
7	410 N. New Braunfels Avenue
8	2610 McCullough
9	803 Military Drive, SW
10	811 Bandera Rd.
11	207 Lackland
12	4503 Blanco Rd.
13	106 Goliad Rd.
14	300 Mall North Star
15	2011 Vance Jackson Rd.
16	719 Castroville Rd.
17	102 Dakota
18	Austin Highway
19	719 South Brazos
20	3680 Fredericksburg Rd.

b. Handy-Andy Community Stores (Handy-Andy, Inc.)

<u>Store No.</u>	<u>Location</u>
1	2502 Broadway
2	919 Bandera Rd.
3	1866 S. W. W. White Rd.
4	923 South Presa
5	1000 Fredericksburg Rd.
6	1248 Highland Blvd.
7	2716 Fredericksburg Rd.
8	851 Cincinnati
9	2801 Nogalitos
10	6009 South Flores
11	3401 San Pedro
12	5930 Broadway
14	902 N. St. Marys
15	1200 McCreless Shopping City
16	6910 San Pedro
17	442 Brady Blvd.
18	3200 McCullough
19	2145 East Houston
20	4720 West Commerce
21	515 W. Military Dr.
22	1523 Austin Highway
23	4520 Fredericksburg Rd.
24	7503 Highway 90 West

c. Toudouze Mart, 4007 South Flores Street

2. Said sub-stations shall function from April 1, 1962, through July 31, 1962, and the following payments are hereby authorized to be made monthly out of the 1961-62 General Fund:

- \$25.00 monthly, payable to Toudouze Mart,
- \$575.00 monthly, payable to Handy-Andy, Inc.
- \$475.00 monthly, payable to H. E. Butt Grocery Company

3. Said sub-stations shall be operated in keeping with the following rules and regulations; and H. E. Butt Grocery Company, Handy-Andy, Inc., and Toudouze Mart each agrees to comply with such rules at the various sub-stations under their respective control:

- a. The City will furnish all supplies necessary for the collection of taxes.
- b. All persons collecting taxes will be deputized by the City Tax Collector and Assessor.
- c. All taxes collected will be deposited in accordance with procedures established by the City Finance Director.
- d. H.E. Butt Grocery Company, Handy-Andy, Inc., and Toudouze Mart will each be responsible for all receipts issued and records at their respective stores herein designated as sub-stations, and each will pay all bond and insurance expenses for their respective employees who are deputized pursuant to this ordinance and all tax money collected by such employees while such money remains in their possession.

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

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

For ordinance # 30,137, see Page 501

AN ORDINANCE 30,138 *R*

APPROVING THE ESTABLISHMENT OF AN EMBALMING OR DEAD ROOM BY PORTER LORING, JR., FRONTING ON THE 300 BLOCK OF EAST ELMIRA STREET.

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

- 1. The petition of Porter Loring, Jr., to establish a dead or embalming room in connection with his undertaking business on Lots 11, 12, 13 and 14, Block 5, NCB 812, City of San Antonio, is hereby granted.
- 2. Since the Director of Public Health has approved such location as required by Section 9-2 of the City Code, the City Manager is hereby authorized to issue a permit to Porter Loring, Jr., for the establishment of a dead or embalming room in the location mentioned in Paragraph 1 above.

3. PASSED AND APPROVED this 21st day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,139 *J*

APPROPRIATING \$112,200.00 FOR DEPOSIT WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, AS THE AWARD IN CONDEMNATION FOR LAND ACQUIRED IN CONNECTION WITH THE ACQUISITION OF CLEAR ZONE RIGHT-OF-WAY FOR THE NORTHWEST-SOUTHEAST RUNWAY AT SAN ANTONIO INTERNATIONAL AIRPORT; AND MANIFESTING AN AGREEMENT WITH THE OWNERS OF SUCH LAND THAT \$12,200.00 OF SUCH SUM WILL NOT BE WITHDRAWN FROM THE REGISTRY OF THE COURT UNTIL FINAL JUDGMENT IS ENTERED IN SAID CONDEMNATION PROCEEDINGS.

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

- 1. \$112,200.00 is hereby appropriated out of International Airport Bond and Construction Fund No. 803-05, F.A.A. Project No. 9-41-080-6012, payable to the County Clerk of Bexar County, Texas, subject to the order of RAYMOND F. GODDARD and EVELYN D. GODDARD, LYN-RAY PROPERTIES, INC., REALTY EXCHANGE AND MARKETING CORP., CITY OF SAN ANTONIO TAX COLLECTOR, TAX ASSESSOR AND COLLECTOR OF BEXAR COUNTY, and TAX ASSESSOR AND COLLECTOR, NORTHEAST INDEPENDENT SCHOOL DISTRICT; for 2 acres of land, more or less, out of John Coker Survey No. 12, Bexar County, Texas, now Lot B, N.C.B. 11790, City of San Antonio, Texas, said sum being the amount of the Commissioners' award in the condemnation proceeding, CITY OF SAN ANTONIO VS. RAYMOND F. GODDARD, ET AL, filed in the County Court of Bexar County, Texas.

2. It is hereby agreed and understood that Defendants, Raymond F. Goddard and Evelyn D. Goddard; Lyn-Ray Properties, Inc.; and Realty Exchange and Marketing Corp., in consideration for the City's deposit of the full \$112,200.00 award at this time, will withdraw only \$100,000.00 of such deposit pending a jury trial in the County Court of Bexar County, which trial will determine the market value of the subject property. In the event that the trial court judgment reduces the aforementioned award, the City will be entitled to that portion of the \$12,200.00 remaining on deposit corresponding to such decrease. If the amount of the reduction of the award is greater than \$12,200.00, all of the money remaining on deposit will be collected by the City and Defendants agree to promptly pay the difference to the City. If the judgment of the trial court is equal to or in excess of \$112,200.00 said Defendants may withdraw the \$12,200.00 remaining on deposit and the City agrees to promptly pay any balance due to satisfy such judgment; provided that nothing herein shall be construed to alter or waive either party's right to appeal from a final judgment of the trial court.

3. PASSED AND APPROVED this 21st day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

4. ACCEPTED IN ALL THINGS by the undersigned this ____ day of February, 1962.

RAYMOND F. GODDARD, For himself and as
President of Lyn-Ray Properties, Inc.

EVELYN D. GODDARD

REALTY EXCHANGE AND MARKETING CORP.

BY _____

AN ORDINANCE 30,140 ✓

BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO, TEXAS, PROVIDING FOR THE ISSUANCE OF CITY OF SAN ANTONIO, TEXAS, GENERAL OBLIGATION BONDS, SERIES 1962, IN THE AGGREGATE AMOUNT OF \$7,000,000.00, BEARING INTEREST AT THE RATES HERINAFTER SET FORTH; PROVIDING FOR THE LEVY, ASSESSMENT AND COLLECTION OF A TAX SUFFICIENT TO PAY THE INTEREST ON SAID BONDS AND TO CREATE A SINKIND FUND FOR THE REDEMPTION THEREOF AT MATURITY AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

* * * * *

WHEREAS, heretofore on the 15th day of December, 1960, the City Council of the City of San Antonio, Texas, passed an ordinance calling an election to be held in said City on the 10th day of January, 1961, on several propositions, including the following:

PROPOSITION NO. 1

"Shall the City Council of the City of San Antonio, Texas, be authorized to issue the bonds of said City in the amount of \$5,600,000.00, maturing serially in such installments as the City Council may prescribe, the maximum maturity being not more than 30 years from their date, bearing interest at a rate not to exceed 5% per annum, and to levy a tax on all taxable property within said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity for the purpose of purchasing and acquiring the right-of-way and necessary approaches for U.S. Highway No. 90 West to be constructed from the western city limits east to Interstate Highway 35, including a connecting highway from said U.S. Highway 90 west to Kelly Air Force Base, as authorized by the Constitution and laws of the State of Texas and the Charter of the City of San Antonio:?"

PROPOSITION NO. 3

"Shall the City Council of the City of San Antonio, Texas, be authorized to issue the bonds of said City in the amount of \$500,000.00, maturing serially in such installments as the City Council may prescribe, the maximum maturity being not more than 30 years from their date, bearing interest at a rate not to exceed 5% per annum, and to levy a tax on all taxable property within said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity for the purpose of acquiring property for and extending, improving and constructing Parks and Recreational facilities in said City as authorized by the Constitution and laws of the State of Texas, and the Charter of the City of San Antonio?"

PROPOSITION NO. 4

"Shall the City Council of the City of San Antonio, Texas, be authorized to issue the bonds of said City in the amount of \$900,000.00, maturing serially in such installments as the City Council may prescribe, the maximum maturity being not more than 30 years from their date, bearing interest at a rate not to exceed 5% per annum, and to levy a tax on all taxable property within said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity, for the purpose of constructing a railroad grade separation on Guadalupe Street

between Alazan Creek and Medina Street, as authorized by the Constitution and laws of the State of Texas and the Charter of the City of San Antonio?"

; and

WHEREAS, said election was duly and legally held on the day set, and a majority of the legally qualified electors, owning taxable property in said City and who had duly rendered the same for taxation, voting at said election, sustained the proposition to issue the bonds hereinafter described by the following vote:

PROPOSITION NO. 1

"FOR THE ISSUANCE OF \$5,600,000.00 HIGHWAY 90 WEST (INCLUDING KELLY FIELD ACCESS ROAD) BONDS" 55,308 Votes;

"AGAINST THE ISSUANCE OF \$5,600,000.00 HIGHWAY 90 WEST (INCLUDING KELLY FIELD ACCESS ROAD) BONDS" 10,979 Votes.

PROPOSITION NO. 3

"FOR THE ISSUANCE OF \$500,000.00 PARK BONDS" 45,252 Votes;

"AGAINST THE ISSUANCE OF \$500,000.00 PARK BONDS" 19,170 Votes.

PROPOSITION NO. 4

"FOR THE ISSUANCE OF \$900,000.00 GUADALUPE STREET GRADE SEPARATION BONDS" 52,373 Votes;

"AGAINST THE ISSUANCE OF \$900,000.00 GUADALUPE STREET GRADE SEPARATION BONDS" 13,505 Votes,

as is reflected in the election returns hereto filed with the City Clerk; and

WHEREAS, it is deemed advisable and to the best interest of the City that the bonds for all such purposes be combined in a single issue and that the City should now proceed with the issuance of such bonds;

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

1. That the bonds of said City to be called "City of San Antonio, Texas, General Obligation Bonds, Series 1962", be issued under and by virtue of the Constitution and laws of the State of Texas, and the Charter of said City, in the principal sum of Seven Million (\$7,000,000.00) Dollars, \$500,000.00 of which are being issued for the purpose of acquiring property for extending, improving and constructing parks and recreational facilities; \$5,600,000.00 for the purpose of purchasing and acquiring the right-of-way and necessary approaches for U.S. Highway 90 West, and \$900,000.00 for the purpose of construction a rail-road grade separation on Guadalupe Street between Alazan Creek and Medina Street.

2. That said bonds shall be numbered from One (1) to One Thousand Four Hundred (1400), both inclusive, shall be of the denomination of \$5,000.00 each, aggregating Seven Million (\$7,000,000.00) Dollars.

3. That said bonds shall be dated April 1, 1962, and shall become due and payable serially as follows:

<u>MATURITY DATES</u>	<u>AMOUNTS</u>
April 1, 1965,	\$ 370,000.00
April 1, 1966,	390,000.00
April 1, 1967,	390,000.00
April 1, 1968,	390,000.00
April 1, 1969,	390,000.00
April 1, 1970,	390,000.00
April 1, 1971,	390,000.00
April 1, 1972,	390,000.00
April 1, 1973,	390,000.00
April 1, 1974,	390,000.00
April 1, 1975,	390,000.00
April 1, 1976,	390,000.00
April 1, 1977,	390,000.00
April 1, 1978,	390,000.00
April 1, 1979,	390,000.00
April 1, 1980,	390,000.00
April 1, 1981,	390,000.00
April 1, 1982,	390,000.00

4. That said bonds shall bear interest at the rates as follows:

Bonds maturing 1965 to 1977, both incl.,	3% per annum;
Bonds maturing 1978 to 1979, " "	3.10% per annum;
Bonds maturing 1979 to 1982, " "	3.20% per annum,

payable October 1, 1962, and semi-annually thereafter on April 1st and October 1st of each year.

5. In Bonds maturing April 1, 1978 and subsequent, the City reserves the option of calling each such bond for redemption prior to maturity on any interest payment date on and after April 1, 1977, at par and accrued interest to date so fixed for redemption. Thirty days' notice of such call shall be given in writing to the places of payment and notice shall be published in a financial publication published in the City of New York, New York. Said notice shall appear in said publication in at least one issue, the date of said issue being not less than thirty days prior to the date so fixed for redemption. If any such bond is called for redemption in said manner and if funds sufficient to pay the redemption price shall have been duly placed in the banks of payment by the date fixed for redemption, it shall not thereafter bear interest. If fewer than all of the optional bonds are called for redemption, they shall be called in their inverse numerical order.

6. That the principal of and interest on said bonds shall be payable upon presentation and surrender of bond or proper coupon at the Frost National Bank, San Antonio, Texas, or, at the option of the holder, at The Chase Manhattan Bank, New York, New York, or Harris Trust and Savings Bank, Chicago, Illinois, without exchange or collection charges to the owner or holder thereof.

7. That each of said bonds shall be signed by the imprinted or lithographed facsimile signature of the Mayor and countersigned manually by the City Clerk and the interest coupons attached to said bonds shall be signed by the imprinted or lithographed facsimile signatures of the Mayor and City Clerk. The official seal of the City shall be impressed, or printed, or lithographed on each of said bonds.

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

NO. _____ \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO
GENERAL OBLIGATION BOND
SERIES 1962

The City of San Antonio, in the County of Bexar, State of Texas, a municipal corporation, duly incorporated under the laws of the State of Texas, for value received, hereby promised to pay to bearer hereof on the 1st day of April, 19____, the sum of

_____ THOUSAND DOLLARS

in lawful money of the United States of America, with interest thereon from date hereof at the rate of _____% per annum, evidenced by coupons payable October 1, 1962, and semi-annually thereafter on April 1st and October 1st of each year, both principal and interest payable upon presentation and surrender of bond or proper coupon at the Frost National Bank, San Antonio, Texas, or, at the option of the holder, at The Chase Manhattan Bank, New York, New York, or Harris Trust and Savings Bank, Chicago, Illinois, without exchange or collection charges to the owner or holder hereof, and the City of San Antonio is hereby held and firmly bound and its faith and credit and all of the taxable property in said City are hereby pledged for the prompt payment of the principal of this bond at maturity and the interest thereon as it accrues.

This bond is one of a series of bonds of like tenor and effect, except as to number, interest rate, maturity and right of prior redemption, numbered from One (1) to _____ (), both inclusive, of the denomination of _____ (\$ _____) Dollars each, aggregating Seven Million (\$7,000,000.00) Dollars, Bonds Nos. 1 to _____, both inclusive, totalling \$500,000.00, being issued for the purpose of acquiring property for extending, improving and constructing parks and recreational facilities, and of the remaining bonds \$5,600,000.00 are being issued for the purpose of purchasing and acquiring the right-of-way and necessary approaches for U.S. Highway No. 90 West and \$900,000.00 for the purpose of constructing a railroad grade separation on Guadalupe Street between Alazan Creek and Medina Street, as authorized by the Constitution and laws of the State of Texas, and the Charter of said City, and pursuant to an ordinance passed by the City Council of the City of San Antonio, Texas, which ordinance is duly of record in the minutes of said City Council.

The date of this bond in conformity with the ordinance above mentioned is April 1, 1962.

*(The City reserves the option of calling this bond for redemption prior to maturity on any interest payment date on and after April 1, 1977, at par and accrued interest, provided thirty days' notice of such call is given in writing to the places of payment and provided said notice is published in a financial publication published in the City of New York, New York. Said notice shall appear in said publication in at least one issue, the date of said issue being not less than thirty days prior to the date so fixed for redemption. If such bond is called for redemption in said manner and if funds sufficient to pay the redemption price shall have been duly placed in the banks of payment by the date fixed for redemption, it shall not thereafter bear interest. If fewer than all of the optional bonds are called for redemption, they shall be called in their inverse numerical order.)

AND IT IS HEREBY CERTIFIED AND RECITED that the issuance of this bond and the series of which it is a part, is duly authorized by law and by a vote of the resident, qualified electors who own taxable property in said City and who had duly rendered the same for taxation in the City of San Antonio, Texas, voting at an election held for that purpose within said City on the

10th day of January, 1961; that all acts, conditions and things required to be done precedent to and in the issuance of this series of bonds and of this bond, have been properly done and performed and have happened in regular and due time, form and manner as required by law; that sufficient and proper provision for the levy and collection of taxes has been made which, when collected shall be appropriated exclusively to the payment of this bond, and of the series of which it is a part, and to the payment of the interest coupons hereto attached as the same shall become due; and that the total indebtedness of said City of San Antonio, Texas, including the entire series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this bond has been signed by the imprinted or lithographed facsimile signature of the Mayor of said City and countersigned by the manual signature of the City Clerk and the interest coupons attached hereto have been signed by the imprinted or lithographed facsimile signature of the Mayor and countersigned by the imprinted or lithographed facsimile signature of the City Clerk, and the official seal of said City has been duly impressed, or printed, or lithographed on this bond.

W. W. McALLISTER
Mayor, City of San Antonio, Texas.

COUNTERSIGNED:

J. Frank Gallagher
City Clerk, City of San Antonio, Texas.

*(This paragraph should be omitted from Bonds maturing 1964 to 1977, both incl.)

9. The form of coupon shall be substantially as follows:

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

The City of San Antonio, Texas, will pay to bearer *(unless the bond to which this coupon is attached shall have been called for previous redemption as therein provided and provision for the redemption thereof made) at the Frost National Bank, San Antonio, Texas, or, at the option of the holder, at The Chase Manhattan Bank, New York, New York, or Harris Trust and Savings Bank, Chicago, Illinois, without exchange or collection charges to the owner or holder hereof, the sum of _____ (\$ _____) Dollars in lawful money of the United States of America, being _____ months' interest due that day on "City of San Antonio, Texas, General Obligation Bond, Series 1962", dated April 1, 1962, Bond NO. _____.

City Clerk

Mayor

*(This parenthetical expression should be printed only in coupons maturing October 1, 1977, and subsequent).

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

OFFICE OF COMPTROLLER :
STATE OF TEXAS :

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

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

Comptroller of Public Accounts of the State of Texas

11. That a special fund to be designated "City of San Antonio, Texas, General Obligation Bonds, Series 1962 Fund", is hereby created and the proceeds from all taxes collected for and on account of this series of bonds shall be credited to said fund for the purpose of paying the interest as it accrues and to provide a sinking fund for the purpose of paying each installment of principal as it becomes due, and said fund shall be used for no other purpose. For the current year and each year while any of said bonds, or interest thereon, are outstanding and unpaid, there shall be computed and ascertained, at the time other taxes are levied, the rate or tax based on the latest approved rolls of said City as will be requisite and sufficient to make, raise and produce in each of said years a fund to pay the interest on said bonds and to provide a sinking fund sufficient to pay the principal as it matures, full allowances being made for delinquencies and costs of collection. A tax at the rate as hereinabove determined is hereby ordered to be levied and is hereby levied against all of the taxable property in said City for the current year and each year respectively while any of said bonds, or interest thereon, are outstanding and unpaid, and the said tax each year shall be

assessed and collected and placed in the Fund hereby created and the Treasurer shall honor warrants against said fund for the purpose of paying the interest maturing and principal of said bonds and for no other purpose.

12. That to pay the interest on said bonds scheduled to mature on October 1, 1962, there is hereby appropriated the sum of \$106,560.00 from funds of the City available for such purpose. The money thus appropriated shall be used for no other purpose than to pay said interest. The Mayor and City Clerk are hereby directed to do any and all things necessary or convenient to accomplish the purpose of said appropriation.

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

14. That the sale of the bonds herein authorized to Harris Trust & Savings Bank, Chicago and Associates, at a price of par and accrued interest to date of delivery, plus a premium of \$9,100.00, is hereby confirmed. Delivery of such bonds shall be made to such purchasers as soon as may be after the passage of this ordinance upon payment therefor in accordance with the terms of sale.

PASSED AND APPROVED this 21st day of February, 1962.

ATTEST: J. Frank Gallagher
City Clerk
City of San Antonio, Texas

W. W. McALLISTER, MAYOR
City of San Antonio, Texas

AN ORDINANCE 30,141

AUTHORIZING THE ISSUANCE OF \$1,965,000.00 CITY OF SAN ANTONIO, TEXAS, WATER REVENUE BONDS, SERIES 1962, FOR THE PURPOSE OF IMPROVING AND EXTENDING THE CITY'S WATERWORKS SYSTEM; SECURED BY A PLEDGE OF THE NET REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS SYSTEM; PRESCRIBING THE FORM OF BOND; ORDAINING OTHER MATTERS RELATING TO THE SUBJECT AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

* * * * *

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

WHEREAS, on the 12th day of June, 1956, an election was held in the City of San Antonio, Texas, resulting favorable to the issuance of \$20,885,000.00 Waterworks Revenue Bonds; and

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

WHEREAS, on February 16, 1959, the City Council of the City of San Antonio, Texas, passed an ordinance, as amended on February 26, 1959, directing the issuance of \$3,000,000.00 City of San Antonio, Texas, Water Revenue Bonds, Series 1959, dated January 1, 1959, (hereinafter called "Series 1959 Bonds"); and

WHEREAS on June 21, 1961, the City Council of the City of San Antonio, Texas, passed an ordinance directing the issuance of \$2,000,000.00 City of San Antonio, Texas, Water Revenue Bonds, Series 1961, dated January 1, 1961, (hereinafter called "Series 1961 Bonds"); and

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

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

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

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

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

1. That the findings and statements contained in the preamble to this ordinance are true and correct.

2. That for the purpose of providing funds to improve and extend the City's Waterworks System there shall be issued Water Revenue Bonds of the City of San Antonio, Texas, in the amount of \$1,965,000.00, under authority of the Constitution and laws of the State of Texas and the Charter of said City, which bonds and the interest thereon shall be payable from the revenues of the City's Waterworks System, as more specifically hereinafter provided.

3. That said bonds shall be called "City of San Antonio, Texas, Water Revenue Bonds, Series 1962", (hereinafter sometimes called the "Bonds"), shall be dated January 1, 1962, shall be in the denomination of \$5,000.00 each, and shall be numbered One (1) to Three Hundred Ninety Three (393), both inclusive.

4. That said bonds shall bear interest from April 1, 1962, at the rates as follows:

Bonds maturing 1966 to 1969, both incl.,	4½% per annum;
Bonds maturing 1970 to 1977, " "	3% per annum;
Bonds maturing 1978 to 1981, " "	3.10% per annum;
Bonds maturing 1982 to 1989, " "	3½% per annum;

payable November 1, 1962, and semi-annually thereafter on May 1st and November 1st of each year until the principal amount thereof shall be paid.

5. Said bonds shall mature serially as follows:

<u>MATURITY DATES</u>	<u>AMOUNTS</u>
May 1, 1966,	\$ 50,000.00
May 1, 1967,	50,000.00
May 1, 1968,	55,000.00
May 1, 1969,	55,000.00
May 1, 1970,	60,000.00
May 1, 1971,	65,000.00
May 1, 1972,	65,000.00
May 1, 1973,	70,000.00
May 1, 1974,	75,000.00
May 1, 1975,	75,000.00
May 1, 1976,	80,000.00
May 1, 1977,	85,000.00
May 1, 1978,	85,000.00
May 1, 1979,	90,000.00
May 1, 1980,	95,000.00
May 1, 1981,	95,000.00
May 1, 1982,	95,000.00
May 1, 1983,	95,000.00
May 1, 1984,	95,000.00
May 1, 1985,	100,000.00
May 1, 1986,	100,000.00
May 1, 1987,	105,000.00
May 1, 1988,	105,000.00
May 1, 1989,	120,000.00

6. In Bonds maturing May 1, 1973 and subsequent, the City reserves the option of calling each such bond for redemption prior to maturity on any interest payment date on and after May 1, 1972, at par and accrued interest to date so fixed for redemption plus a premium of 3%, such premium to be reduced on May 1, 1973 to 2-3/4%, with a further reduction of 1/4 of 1% on May 1st of each year through May 1, 1983. There shall be no premium on such bonds which may be redeemed May 1, 1984, or on any interest payment date thereafter. Thirty days' notice of such call shall be given in writing to the places of payment and notice shall be published in a financial publication published in the City of New York, New York. Said notice shall appear in said publication in at least one issue, the date of said issue being not less than thirty days prior to the date so fixed for redemption. If any such bond is called for redemption in said manner and if funds sufficient to pay the redemption price shall have been duly placed in the banks of payment by the date fixed for redemption, it shall not thereafter bear interest. If fewer than all of the optional bonds are called for redemption, they shall be called in their inverse numerical order.

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

8. That each of said bonds shall be signed by the imprinted or lithographed facsimile signature of the Mayor and countersigned manually by the City Clerk and the interest coupons attached to said bonds shall be signed by the imprinted or lithographed facsimile signatures of the Mayor and City Clerk. The official seal of the City shall be impressed, or printed, or lithographed on each of said bonds.

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

NO. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO
WATER REVENUE BOND
SERIES 1962

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

_____ THOUSAND DOLLARS

and from said revenues to pay interest thereon from April 1, 1962, at the rate of _____% per annum, evidenced by coupons payable November 1, 1962, and semi-annually thereafter on May 1st and November 1st of each year until the principal amount of this bond shall have been paid. Both principal of and interest on this bond are payable in lawful money of the United States of America, at the Frost National Bank, San Antonio, Texas, or, at the option of the holder, at the Morgan Guaranty Trust Company of New York, New York, New York, or Harris Trust and Savings Bank, Chicago, Illinois, without exchange or collection charges to the owner or holder hereof. Interest falling due on and prior to maturity is payable only upon presentation and surrender of the interest coupons hereto attached as they severally become due.

This bond is one of a series of bonds of like date and tenor, except as to serial number, interest rate, maturity and right of prior redemption, numbered One (1) to _____ (), both inclusive, of the denomination of _____ (\$ _____) Dollars each, aggregating One Million Nine Hundred Sixty Five Thousand (\$1,965,000.00) Dollars, (being part of an authorized issue of \$20,885,000.00) issued by the City of San Antonio, Texas, for the purpose of improving and extending the City's Waterworks System, in accordance with the Constitution and laws of the State of Texas, and the Charter of said City, and pursuant to an ordinance passed by the City Council, duly recorded in the minutes of said City Council.

The date of this bond in conformity with the ordinance above mentioned is January 1, 1962.

*(The City reserves the option of calling this bond for redemption prior to maturity on any interest payment date on and after May 1, 1972, at par and accrued interest to date fixed for redemption, plus a premium of 3%, such premium to be reduced on May 1, 1973 to 2-3/4%, with a further reduction of 1/4 of 1% on May 1st of each year through May 1, 1983. There shall be no premium on such bonds which may be redeemed May 1, 1984, or on any interest payment date thereafter. Thirty days' notice of such call is to be given in writing to the places of payment and said notice is to be published in a financial publication published in the City of New York, New York. Said notice shall appear in said publication in at least one issue, the date of said issue being not less than thirty days prior to the date so fixed for redemption. If such bond is called for redemption in said manner and if funds sufficient to pay the redemption price shall have been duly placed in the banks of payment by the date fixed for redemption, it shall not thereafter bear interest. If fewer than all of the optional bonds are called for redemption, they shall be called in their inverse numerical order.)

This bond and the series of which it is a part constitute special obligations of the City of San Antonio, Texas, payable both as to principal and interest from and secured by a first lien on and pledge of the revenues of the Waterworks System, after deduction of reasonable operation and maintenance expenses, including all salaries, labor, materials, repairs and extensions necessary to render efficient service, and are on a parity with the City of San Antonio, Texas, Water Revenue Bonds, Series 1961, dated January 1, 1961, City of San Antonio, Texas, Water Revenue Bonds, Series 1959, dated January 1, 1959, City of San Antonio, Texas, Water Revenue Bonds, Series 1959, Dated January 1, 1959, City of San Antonio, Texas, Water Revenue Bonds, Series 1957-A, dated May 1, 1957, and City of San Antonio, Texas, Water Revenue Refunding Bonds, Series 1957, dated May 1, 1957.

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

The City reserves the right to issue additional parity revenue bonds to the extent and in the manner expressly permitted by the ordinance authorizing the issuance of the Series 1957 Bonds. Such additional bonds shall be payable from the same source and secured by the same revenues, and shall be on a parity with this issue of bonds, the Series 1961 Bonds, the Series 1959 Bonds, the Series 1957-A Bonds and the Series 1957 Bonds.

In the event the City later exercises the right to combine the operations of its waterworks and sanitary sewer systems reserved to it in Section 25 of the ordinance authorizing the Series 1957 Bonds, the said Series 1957 Bonds, the Series 1957-A Bonds, the Series 1959 Bonds,

the Series 1961 Bonds and the Bonds of this issue, together with any additional waterworks bonds subsequently issued and any revenue bonds theretofore or thereafter issued for sanitary sewer purposes, to the extent and in the manner permitted by law at such time, will be payable from the revenues of the combined systems, including all additions, extensions and improvements thereafter made to said combined systems, and, if so authorized by law and prescribed by the City, may be further secured by a mortgage on the sanitary sewer system.

AND IT IS HEREBY CERTIFIED AND RECITED that the issuance of this bond and the series of which it is a part is duly authorized by law and by a majority of the resident, qualified electors owning taxable property in said City, and who had duly rendered the same for taxation, voting at an election held for that purpose within said City, that all acts, conditions and things required to exist precedent to and in the issuance of this bond to render the same lawful and valid have been properly done, have happened and been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas and the ordinance hereinabove mentioned, and that this series of revenue bonds does not exceed any constitutional or statutory limitations, and that provision has been made for the payment of the principal of and interest on this bond and the series of which it is a part by irrevocably pledging to the payment thereof the net revenues of the Waterworks System of the City of San Antonio, Texas.

IN WITNESS WHEREOF, this bond has been signed by the imprinted or lithographed facsimile signature of the Mayor of said City and countersigned by the manual signature of the City Clerk and the interest coupons attached hereto have been signed by the imprinted or lithographed facsimile signature of the Mayor and countersigned by the imprinted or lithographed facsimile signature of the City Clerk, and the official seal of said City has been duly impressed, or printed, or lithographed on this bond.

Mayor, City of San Antonio, Texas.

COUNTERSIGNED:

City Clerk, City of San Antonio, Texas.

*(This paragraph should be omitted from Bonds maturing 1966 to 1972, both incl.)

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

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

The City of San Antonio, Bexar County, Texas, will pay to bearer *(unless the bond to which this coupon is attached shall have been called for previous redemption as therein provided and provision for the redemption thereof made) at the Frost National Bank, San Antonio, Texas, or, at the option of the holder, at the Morgan Guaranty Trust Company of New York, New York, New York, or Harris Trust and Savings Bank, Chicago, Illinois, without exchange or collection charges to the owner or holder hereof, the sum of _____ (\$ _____) Dollars, in lawful money of the United States of America, payable out of the revenues specified in the bond to which this coupon is attached, for interest in that amount then due on "City of San Antonio, Texas, Water Revenue Bond, Series 1962", dated January 1, 1962, and numbered _____. The holder of this coupon shall never have the right to demand payment thereof out of any funds raised or to be raised by taxation.

City Clerk

Mayor

*(This parenthetical provision should be inserted only in coupons maturing November 1, 1972, and subsequent).

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

OFFICE OF COMPTROLLER :
STATE OF TEXAS :

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

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

Comptroller of Public Accounts of the State of Texas

(SEAL)

12. The Bonds authorized by this ordinance are "Additional Bonds" as defined and permitted by the ordinance of April 4, 1957. All of the covenants, provisions, powers and conditions contained in the ordinance authorizing the Series 1957 Bonds, securing and applying to such bonds, shall secure and apply to the said Series 1957-A Bonds, the Series

1959 Bonds, the Series 1961 Bonds and the Series 1962 Bonds, and such covenants, provisions, powers and conditions shall apply to and govern the rights of the holders of the Bonds, as fully and effectually and to the same extent and in the same manner as if all of said covenants, provisions, powers and conditions were fully set forth herein.

The Series 1962 Bonds, the Series 1961 Bonds, the Series 1959 Bonds, the Series 1957-A Bonds and the said Series 1957 Bonds shall be on a parity in all respects so that no bond of any series shall be entitled to any preference or priority over any bond of the other series.

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

14. That the sale of the bonds herein authorized to Phelps, Fenn U Company; Rauscher, Pierce & Company, Inc., at a price of par and accrued interest to date of delivery, plus a premium of \$110.00, is hereby confirmed. Delivery of such bonds shall be made to such purchaser as soon as may be after the passage of this ordinance upon payment therefor in accordance with the terms of sale.

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

PASSED AND APPROVED this the 21st day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,137 ✓

AUTHORIZING APPLICATION BY THE CITY OF SAN ANTONIO TO THE PUBLIC HEALTH SERVICE OF THE UNITED STATES DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, FOR A FEDERAL PROJECT ASSISTANCE GRANT IN THE AMOUNT OF \$24,779.40, FOR A TUBERCULOSIS CONTROL PROJECT.

* * * * *

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

1. The Director of Public Health of the City of San Antonio is authorized to make application to the Surgeon General, Public Health Service, United States Department of Health, Education and Welfare, for a Federal Project Assistance Grant in the amount of \$24,779.40 for the support of a Tuberculosis Control Project, for the period February 1 - July 1, 1962. A copy of the application and the project plan and budget are filed herewith and incorporated herein.

2. PASSED AND APPROVED THIS 21st day of February, 1962.

W. W. McALLISTER, MAYOR

ATTEST: J. Frank Gallagher
City Clerk

APPLICATION TO PUBLIC HEALTH SERVICE FOR FEDERAL PROJECT ASSISTANCE GRANT IN SUPPORT OF TUBERCULOSIS CONTROL PROJECT

To: The Surgeon General
Public Health Service
Washington, D.C.

Application is made herewith by the San Antonio Health Department for a Federal project assistance grant in the amount of \$24,779.40 for the support of a tuberculosis control project for the period from February 1, 1962 to July 1, 1962.

The proposed project will provide additional medical, nursing and related services as described in this application in the following areas San Antonio - Bexar County.

The plan of operation and the operating budget are detailed in the accompanying schedules: A--Project Plan, and B--Project Budget. It is understood and agreed that any grant of Federal funds to applicant is subject both to audit from time to time and to the faithful adherence of applicant to the plan of operation and to the Terms and Conditions Governing Tuberculosis Control Special Project Grants.

J. C. Ellington, M.D., M.P.H.
Director of Public Health

AN ORDINANCE 30,142

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF O. R. MITCHELL MOTOR COMPANY TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH 27 TWO DOOR SEDANS FOR A TOTAL OF \$53,163.00.

* * * * *

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

1. The attached low qualified bid of O. R. Mitchell Motor Company, dated February 19, 1962 to furnish the City of San Antonio, various departments with 27 two-door sedans for a net total of \$53,163.00 is hereby accepted:

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

<u>Account No.</u>	<u>Amount</u>	
07-02-03	\$1,969.00	
07-04-01	49,225.00	
08-04-01	<u>1,969.00</u>	\$53,163.00

3. All other bids received are hereby rejected.

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

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,143

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF O. R. MITCHELL CHRYSLER COMPANY TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH FIVE TUDOR SEDANS FOR A TOTAL OF \$8,192.25.

* * * * *

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

1. The attached low qualified bid of O. R. Mitchell Chrysler Company, dated February 20, 1962 to furnish the City of San Antonio, Police Department with five Plymouths, 1962 Model Fleet Special Tudor for a net total of \$8,192.25 is hereby accepted.

2. Payment to be made from General Fund 1-01, Police Department, Account No. - 07 - 02 - 04, \$1,638.45 and 07 - 02 - 01, \$6,553.80.

3. All other bids received are hereby rejected.

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

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,144

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF TAMPO MANUFACTURING COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH THREE PNEUMATIC TIRED ROLLERS FOR A TOTAL OF \$14,250.00

* * * * *

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

1. The attached low qualified bid of Tampo Manufacturing Company, dated February 20, 1962 to furnish the City of San Antonio, Department of Public Works with three pneumatic-tired rollers for a total of \$14,250.00, less 2%-30 days is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-04-02.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 28 day of February, 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,145

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF WATSON DISTRIBUTING COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH TWO TRUCKSTERS FOR A TOTAL OF \$1,970.00.

* * * * *

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

1. The attached low qualified bid of Watson Distributing Company, dated February 19, 1962 to furnish the City of San Antonio Department of Parks and Recreation with two Cushman Trucksters for a total of \$1,970.00, less 1%-10 days is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-02-01.
3. ALL other bids received are hereby rejected.
4. PASSED AND APPROVED this 28 day of February, 1962.

WALTER C. GUNSTREAM
Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,146

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF PAUL'S SERVICE CENTER TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN PICK-UPS FOR A TOTAL OF \$9,893.42.

* * * * *

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

1. The attached low qualified bid of Paul's Service Center, dated February 20, 1962 to furnish the City of San Antonio various departments with certain pick-ups for a net total of \$9,893.42 is hereby accepted.
2. Payment to be made from General Fund 1-01, as follows:

<u>Account No.</u>	<u>Amount</u>
08-03-01	\$ 1,729.32
09-02-03	1,488.07
11-02-01	3,458.64
11-03-02	<u>3,217.39</u> \$9,893.42

3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 28th day of February, 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,147

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF LES FERGUSON COMPANY, INC. TO FURNISH THE CITY OF SAN ANTONIO CORPORATION COURT WITH CERTAIN TRAFFIC PARKING TICKETS OF \$2,880.00.

* * * * *

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

1. The attached low qualified bid of Les Ferguson Company, Inc., dated February 23, 1962 to furnish the City of San Antonio Corporation Court with 100,000 Traffic (Parking Summons) tickets for a net total of \$2,880.00 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Finance - Corporation Court, Account No. 06-05-02.
3. All other bids received are hereby rejected.

4. PASSED

4. PASSED and APPROVED this 28th day of February, 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,148

AUTHORIZING THE TRANSFER OF \$8,676.09 FROM THE CAPITAL PROGRAM 09-04-15 TO ACCOUNT NO. 15-05-01 AND ACCEPTING THE LOW QUALIFIED BIDS OF STILE TRAILER SALES AND JORDAN FORD INC. TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH ONE BOOKMOBILE AND CAB & CHASSIS.

* * * * *

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

1. The attached low qualified bids of Stile Trailer Sales, dated February 19, 1962 and Jordan Ford, Inc., dated February 21, 1962 to furnish the City of San Antonio Public Library with one bookmobile trailer and cab & chassis for a total of \$8,676.09 are hereby accepted.

2. The sum of \$8,676.09 is hereby authorized to be transferred from Capital Program (09-04-15) to Account No. 15-05-01 for the purchase of a bookmobile trailer and cab & chassis.

3. The sum of \$8,676.09 is hereby authorized out of Public Library Account No. 15-05-01 payable as follows:

Stiles Trailer Sales	\$6,500.00	
Jordan Ford In.	<u>2,176.09</u>	\$8,676.09

4. All other bids received are hereby rejected.

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

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30149

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ESTEY CORPORATION TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH CERTAIN STEEL BOOK STACKS FOR A 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 February 22, 1962 to furnish the City of San Antonio Public Library with certain steel book stacks for \$1,050.00 net 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 February, 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,150

APPROPRIATING THE SUM OF \$2,000.00 FROM WITTE MUSEUM-CRESTWELL FUND #705 PAYABLE TO SAN ANTONIO MUSEUM ASSOCIATION FOR CERTAIN IMPROVEMENTS TO THE WITTE MUSEUM MAIN BUILDING.

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

1. The sum of \$2,000.00, plus accrued interest on time deposits, is appropriated out of Witte Museum-Crestwell Fund #705, payable to San Antonio Museum Association, Inc., to be expended for construction of a masonry screen wall addition to the Witte Museum Main Building.

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

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,151

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR FARM MARKET ROAD 78 PROJECT, LOOP 410 PROJECT, U. S. 90 WEST EXPRESS-WAY PROJECT, MILITARY DRIVE SOUTH (LOOP 13) SECTION A PROJECT, AIRPORT CLEAR ZONE PROJECT.

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

1. The following sum is hereby appropriated out of Street Right-of-Way Purchase Bonds, Series 1957, Fund No. 479-12, Farm to Market Road 78 Project, in payment for statement attached hereto:

COMMERCIAL ABSTRACT & TITLE COMPANY
1010 Alamo National Building
San Antonio 5, Texas the sum of \$ 15.00

for cancellation fee parcel condemned on Parcel No. 4265.

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, Nacogdoches Rd. to Perrin Beitel Road, in payment for statements attached hereto:

FRED HUNTRESS, Clerk
County Court at Law
San Antonio, Texas the sum of \$ 9.25

for court cost on Case No. 1288 on Parcel No. 16-3743.

C. RAY DAVIS, M. A. I., S. R. A.
725 W. Kings Highway
San Antonio 1, Texas the sum of \$675.00

for services as appraiser, witness on above case on Parcel No. 39-3765.

LEHR. BROS.
1519 Alamo National Building
San Antonio 5, Texas the sum of \$637.00

for services as appraiser and witness on above case on Parcel No. 2-4127.

RUDY BARRIENTOS
714 W. Martin Street
San Antonio 5, Texas the sum of \$140.00

for services as Commissioner on above case on Parcel No. 2-4127.

BOB JONES
7007 San Pedro
San Antonio, Texas the sum of \$140.00

for services as commissioner on above case on Parcel No. 2-4127.

ANTHONY NICHOLAS
 Frost National Building
 San Antonio, Texas the sum of \$140.00

for services as commissioner on above case on Parcel No. 2-4127.

C. RAY DAVIS, M. A. T., S. R. A.
 725 W. Kings Highway
 San Antonio 1, Texas the sum of \$550.00

for services as appraiser, witness on the above case on Parcel #2-4127.

STEWART TITLE COMPANY
 514-21 Brady Building
 San Antonio 5, Texas the sum of \$ 2.30

for recording fee only on Parcel No. 11-4132.

3. The following sums are hereby transferred out of Special Project: Right-of-Way Purchases, General Fund Account No. 25-01-01 to Highway 90 West Expressway Fund No. 479-16 and appropriated from Fund No. 479-16, in payment for statements attached hereto.

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

for recording fee on Parcel No. 29-4329.

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

for recording fee on Parcel No. 109-4409.

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

for recording fee on Parcel No. 114-4414.

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

for recording fee on Parcel No. 126-4426.

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

for recording fee on Parcel No. 132-4432.

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

for recording fee on Parcel No. 156-4456.

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

for recording fee on Parcel No. 157-4457.

STEWART TITLE COMPANY
 514-21 Brady Building
 San Antonio 5, Texas the sum of \$ 3.30

for recording fee only on Parcel No. 194-4494.

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

for recording fee only on Parcel No. 247-4547.

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

for recording fee on Parcel No. 251-4551.

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

for recording fee on Parcel No. 255-4555.

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

for recording fee on Parcel No. 258-4558.

Stewart Title Company
514-21 Brady Building
San Antonio 5, Texas the sum of \$ 1.70

for recording fee only on Parcel No. 260-4560.

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

for recording fee on Parcel No. 263-4563.

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

for recording fee on Parcel No. 265-4565.

San A

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

for recording fee on Parcel No. 268-4568.

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

for title company charges for recording fee on Parcel No. 278-4578.

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

for recording fee on Parcel No. 292-4592.

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

for recording fee only on Parcel No. 296-4596.

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

for recording fee on Parcel No. 297-4597.

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

for recording fee on Parcel Nos. 298-4598 & 299-4599.

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

for recording fee on Parcel No. 301-4601.

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

for recording fee on Parcel No. 302-4602.

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

for recording fee on Parcel No. 303-4603.

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

for recording fee on Parcel No. 305-4605.

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

for recording fee on Parcel No. 307-4607.

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

for recording fee on Parcel No. 308-4608.

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

for recording fee on Parcel No. 314-4614.

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

for recording fee on Parcel No. 318-4618.

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

for recording fee on Parcel No. 321-4621.

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

for recording fee on Parcel No. 325-4625.

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

for recording fee on Parcel No. 326-4626.

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

for recording fee on Parcel Nos. 335-4635 & 336-4636.

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

for recording fee on Parcel No. 337-4637.

STEWART TITLE COMPANY
 514-21 Brady Building
 San Antonio, 5, Texas. the sum of \$ 3.70

for recording fee on Parcel No. 338-4638.

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

for recording fee on Parcel No. 345-4645.

STEWART TITLE COMPANY
 514-21 Brady Building
 San Antonio 5, Texas the sum of \$ 3.30

for recording fee only on Parcel No. 361-4661.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texasthe sum of \$ 3.05'

for recording fee on Parcel No. 363-4663.

4. 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:

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texasthe sum of \$ 51.40

for title company charges on Parcel No. 4230.

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texasthe sum of \$ 40.85

for title Company charges on Parcel No. 4229.

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texasthe sum of \$ 51.95

for title company charges on Parcel No. 4203.

5. The following sums are hereby appropriated out of Fund No. 803-05, Federal Airport Aid Project 9-41-08-6012, in payment for statements attached hereto:

A. J. LEWIS, JR.
South Texas Building
San Antonio 5, Texas the sum of \$75.00

for services as commissioner on above case on Parcel No. 2556.

ANTHONY NICHOLAS
Frost National Bank Building
San Antonio 5, Texas the sum of \$75.00

for services as commissioner on above case on Parcel No. 2556.

ROY GARWOOD, JR.
South Texas Building
San Antonio, Texas the sum of \$75.00

for services as commissioner on above case on Parcel No. 2556.

NELSON CORY, JR. S.R.A.
717 Ridgemont
San Antonio, Texas the sum of \$112.50

for services as appraiser witness on above case on Parcel # 2556.'

6. PASSED AND APPROVED THIS 28th day of February 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,152

APPROPRIATING THE SUM OF \$83,988.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BOND FUND \$479-16 FOR ACQUISITION OF RIGHT-OF-WAY FOR U. S. HIGHWAY 90 WEST EXPRESSWAY.

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

1. The sum of \$83,988.00 is hereby appropriated out of Highway 90 West Expressway Bond Fund #479-16 for acquisition of right of way as follows:

a. \$1,000.00 payable to Stewart Title Company as escrow agent for Maria L. V. Rocha and Samuel G. Rocha for title to Lot 27, Block 38, NCB 3697, Being Parcel 75-4375.

b. \$1,125.00 payable to Stewart Title Company as escrow agent for Antonio de la Cruz and Frances de la Cruz for title to Lot 29, Block 38, NCB 3697, being Parcel 77-4377.

c. \$4,195.00 payable to Stewart Title Company as escrow agent for Chester B. Means and Mary Means for title to a part of Lot 8, Block 38, NCB 3697, being Parcel 86-4386.

d. \$9,000.00 payable to Stewart Title Company as escrow agent for Antonio L. Estrada and Petra E. Ortiz as Guardian of Filiberta Estrada, Antonio L. Estrada, Jr., Leonides Estrada, Roy Estrada, Johnnie Estrada and Mary Margaret Estrada for title of Lot 3, Block 2, NCB 10476, being Parcel 100-4400.

e. \$8,125.00 payable to Stewart Title Company as escrow agent for Ramona C. Lopez Garcia and Marcos E. Garcia, Jr., for title to Lot 11, Block 3, NCB 10477, being Parcel 116-4416.

f. \$8,585.00 payable to Stewart Title Company as escrow agent for Caesar P. Bernal and, Lucy T. Bernal for title to Lot 25, Block 4, NCB 10478, being Parcel 135-4435.

g. \$6,948.00 payable to Stewart Title Company as escrow agent for Reuben Elizondo Maldonado and Sarah Maldonado for title to Lot 85, NCB 6724, being Parcel 146-4446.

h. \$5,850.00 payable to Stewart Title Company as escrow agent for Cruz T. Maldonado and Frances C. Maldonado for title to Lot 20, Block 7, NCB 6318, being Parcel 161-4461.

i. \$7,300.00 payable to Stewart Title Company as escrow agent for William H. Wilson and Gracie A. Wilson for title to Lot 38, Block 7, NCB 6318, being Parcel 165-4465.

j. \$7,000.00 payable to Stewart Title Company as escrow agent for Lillie M. Holt for title to Lot 40, Block 7, NCB 6318, being Parcel 167-4467.

k. \$1,260.00 payable to Stewart Title Company as escrow agent for Sabino S. Muniz and Sixta A. Muniz for title to Lot 6, Block 6, NCB 6317, being Parcel 188-4488.

l. \$3,500.00 payable to Stewart Title Company as escrow agent for C. J. Millmine and Mrs. Alvina A. Millmine for title to Lots 12, 13, 14 and 15, Block 5, NCB 3488, being Parcel 212-4512.

m. \$1,750.00 payable to Stewart Title Company as escrow agent for Victor Aguilar and Frances Aguilar for title to Lots 21 and 22, Block 8, NCB 3491, being Parcel 226-4526.

n. \$8,800.00 payable to Stewart Title Company as escrow agent for Frank J. Guantes and Zoila M. Guantes for title to Lots 15 and 16, Block 11, NCB 3494, being Parcel 300-4600.

o. \$9,550.00 payable to Stewart Title Company as escrow agent for Albert Andreolli and Dorothy Andreolli for title to Lots 63 and 64, Block 12, NCB 3495, being Parcel 349-4649.

Copies of the Sales Agreements 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. PASSED AND APPROVED this 28th day of February 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,153

*Cancelled
Ord 31020
1/19/63*

ACCEPTING THE HIGH BID OF CHARLES F. URSCHEL FOR TRACT 2, IN OLMOS BASIN FOR A GRAZING LEASE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE TO CHARLES F. URSCHEL; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO LEASES WITH TOM SLICK FOR TRACT 5 AND WITH JACK SELLERS FOR TRACTS 4 AND 7, OLMOS BASIN, FOR GRAZING PURPOSES.

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

1. The following high bid, submitted for the Olmos Basin Grazing Lease, Tract 2, is hereby accepted:

Charles F. Urschel	Tract 2 - 82 acres -
2012 National Bank of Commerce Bldg.	\$1.75 per acre per yr

2. The City Manager is hereby authorized to execute a lease with C. F. Urschel for a term of two years at \$1.75 per acre per year.

3. The City Manager is hereby authorized to execute a lease with Tom Slick for a term of two years for Tract 5 at \$3.00 per acre per year, and Jack Sellers for a term of two years for Tracts 4 and 7 at \$1.51 per acre per year.

4. Said leases are attached hereto and made a part hereof.

5. PASSED AND APPROVED this 28th day of February 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,154

APPOINTING FRANK BRADLEY AS ALTERNATE JUDGE OF THE NIGHT CORPORATION COURT,

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

1. Frank Bradley is hereby appointed aleterate night Corporation Court Judge to replace Richard Woods, who has served notice of resignation. Such appointment shall be effective March 5, 1962, and said Frank Bradley shall serve at the pleasure of the City Council.

2. This appointment is made pursuant to the terms of Prdinance No. 27333, dated February 19, 1959.

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

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,155

APPOINTING JAMES TAFOLLA AS SUBSTITUTE OR ALTERNATE JUDGE OF THE CORPORATION COURTS.

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

1. James Tafolla is hereby appointed as substitute or alternate judge of the Corporation Courts of the City of San Antonio, said James Tafolla to serve as judge of said court as occasion may require because of the inability of any of the regular judges or other substitute or alternate judges to so serve, or because of their absence.

2. The said James Tafolla while serving as judge of either of said courts shall have all the powers, authority, duties, and responsibilities of the regular judges of the courts in which he serves, and his official acts shall have the same force and effect as though performed by the regular judges for whom he may substitute.

3. This appointment shall be effective on March 5, 1962, and said appointee shall serve at the pleasure of the City Council.

4. The subject appointee shall replace Bill Finck, who was appointed by Ordinance No. 28568, dated June 16, 1960, and who has tendered notice of resignation.

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

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,156 ✓

EXTENDING THE BOUNDARIES OF CENTRAL WEST AREA PROJECT NO. 2 UNDERTAKEN BY THE URBAN RENEWAL AGENCY FOR THE CITY OF SAN ANTONIO TO INCLUDE AN ADDITIONAL 40 ACRES APPROXIMATELY, AND AMENDING ORDINANCE NO. 29298 IN CONNECTION THEREWITH.

* * * * *

WHEREAS the City, in Ordinance No. 29298, passed and approved February 23, 1961, made certain findings and approved the undertaking of a General Neighborhood Renewal Plan as Project No. 2 by the Urban Renewal Agency of the City of San Antonio, and authorized said body to file and apply for an advance of Federal Funds for said project;

WHEREAS the Urban Renewal Agency of the City of San Antonio has now determined that an additional 40 acres adjoining the boundaries designated in said ordinance as the area for Project No. 2 should be included therein and passed Resolution No. 81 to that effect; and,

WHEREAS it is in the public interest that said boundaries be extended to include additional area; NOW, THEREFORE:

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

1. Ordinance No. 29298, passed and approved February 23, 1961, which designated the boundaries of Central West Project 2, and approved the undertaking of a General Neighborhood Renewal Plan by the Urban Renewal Agency of the City of San Antonio, is hereby amended to include the following described property consisting of approximately 467 acres:

BEGINNING at the intersection of Dolorosa St. and the San Pedro Creek, same point also being the most northeast corner of Urban Renewal Project, Central West Area No. 1, Tex R-39;

THENCE northerly along the meanderings of the San Pedro Creek and continuing along the US 87 North Expressway to an intersection with the MO. Pac. Railroad tracks;

THENCE southerly with the MO. Pac. Railroad tracks to an intersection with Buena Vista Street;

THENCE westerly with Buena Vista Street to an intersection with the Alazan Creek;

THENCE in a southerly direction along the meanderings of the Alazan Creek to an intersection with San Marcos St.;

THENCE continuing southerly with San Marcos St., to an intersection with Tampico St.;

THENCE easterly with Tampico St., to an intersection with the T&N.O. Railroad tracks.;

THENCE continuing in an Easterly direction to an intersection with the San Pedro Creek;

THENCE northerly along the meanderings of the San Pedro Creek to the south boundary line of Urban Renewal Project, Central West Area I;

THENCE in a westerly direction along the south boundary line of Urban Renewal Project Central West Area No. I to the most southwest corner of said Project;

THENCE in a northerly direction along the west boundary line of Urban Renewal Project Central West Area No. I to the most Northwest corner of said Project;

THENCE in an easterly direction along the north boundary line of Urban Renewal Project Central West Area No. I, to the place of beginning;

2. All findings and other provisions of Ordinance No. 29298 are to remain in full force and effect, except for the changes in boundaries in Paragraph 1 above.

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

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,157 ✓

*Amended
3/28/62
Ord 30226*

SUPPLEMENTING ORDINANCE NO. 29841 AND DEFINING AND LIMITING THE AUTHORITY OF FIESTA SAN ANTONIO COMMISSION, INC., AS EXCLUSIVE LICENSEE OF THE CITY OF SAN ANTONIO TO USE THE PUBLIC STREETS FOR THE PLACING OF SEATS ALONG PARADE ROUTES DURING FIESTA WEEK OF 1962, FIXING THE TERMS AND CONDITIONS OF SUCH LICENSE, PROHIBITING THE USE OF THE PUBLIC STREETS FOR SUCH PURPOSES BY ANY OTHER PERSON OR AGENCY, AND PROHIBITING THE USE OF THE PUBLIC SIDEWALKS FOR SUCH PURPOSES BY ANY PERSON OR AGENCY.

* * * * *

WHEREAS, Fiesta San Antonio Commission, Inc., a non-profit civic corporation, has heretofore been officially recognized and licensed by the City of San Antonio as the coordinating agency for the various civic and public activities of Fiesta Week in the City of San Antonio and for the various agencies and associations sponsoring such activities; and

WHEREAS, under the terms of Ordinance No. 29841, adopted on September 13, 1961, recognizing said Fiesta San Antonio Commission as Licensee of the City of San Antonio for such purposes for Fiesta Week of 1962, it was therein provided, in general terms, that said Fiesta San Antonio Commission should be authorized to use certain public streets and adjacent sidewalks for the purpose of staging public parades during Fiesta Week, including the authority to erect, construct, place and maintain grandstands, bleachers, and chairs, as seating accommodations along such parade routes; and

WHEREAS, at the request of the City Council, the Fiesta San Antonio Commission has caused a detailed survey to be made of the availability of locations for seating of parade spectators along such parade routes and of a feasible plan for the efficient provision of such accommodations in such a manner as to serve the general public; and

WHEREAS, such survey and report made to the City Council by the Fiesta San Antonio Commission establishes that ample seating accommodations along such parade routes can, under proper coordination, be provided by the use of street only, with all sidewalks along such parade routes to be left entirely clear of obstruction by seats, bleachers and grandstands, and such survey and report further establishes that such seating accommodations in the streets can likewise be provided in sufficient numbers to meet the public demand therefor, while also leaving certain designated blocks or sections of such parade routes clear of any seating facilities and thus available, free of charge, to the general public; and

WHEREAS, such survey and report of the Fiesta San Antonio Commission contemplates that it, as exclusive licensee of the City, would permit civic and charitable organizations to administer and handle the sale of tickets under a fixed, reasonable, and controlled schedule of charges and the seating of spectators in specific units along such parade routes to be assigned to particular civic, religious, fraternal, and welfare organizations, thus contributing to the fulfillment of the public purposes of such organizations; and

WHEREAS, such survey and report of the Fiesta San Antonio Commission further provides and contemplates that the number of seats assigned and permitted to be placed in each block unit along the parade routes would be limited so as to prevent overcrowding, thereby facilitating the handling of parade spectator crowds, enhancing the public enjoyment of such parades, enabling greater numbers of the public to observe the parades in comfort and safety, and reducing the hazards of congestion and overcrowding, and facilitating the orderly assembly and dispersal of parade spectator crowds; and

WHEREAS, for the foregoing reasons, the granting of the following specific license and authority in the premises to the Fiesta San Antonio Commission, as Licensee of the City of San Antonio, is found and deemed to be in the civic and public interest; NOW, THEREFORE,

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

1. That the exclusive license and authority to place, erect, construct and maintain bleachers, grandstands, chairs, and other seating accommodations upon the streets which are the designated parade routes for the Battle of Flowers Parade and the Fiesta Flambeau Parade, respectively to be held on April 27 and April 28, 1962, is hereby granted to Fiesta San Antonio Commission, Inc., subject to the exceptions and conditions stated in the following paragraphs of this Ordinance.

2. That the use of the public streets, as hereinabove licensed to the said Licensee, is subject to the following exceptions:

(a) Licensee shall place no such seating accommodations on Houston Street west of Camaron Street, on Commerce Street west of Camaron Street, nor on Santa Rosa or San Saba Streets between Houston and Commerce Streets, nor on the south side of Commerce Street between Military Plaza and North Flores Street.

(b) Licensee will, at the request of the organization directly sponsoring either of such parades, relinquish to such organizations its rights under this license to the use of the area along such parade routes including and east of the east side of Alamo Street between Houston and Blum Streets.

3. Neither Licensee nor any other person or agency shall be permitted to use any public sidewalks or street intersections at any location along such parade routes for the placement of any seating accommodations for sale, hire or rent, nor shall Licensee or any other person or agency be permitted to use any of the street space in the area designated under the foregoing paragraph 2 (a) of this Ordinance for the placement of any such seating accommodations for sale, hire or rent, provided that the area on Alamo Plaza defined under the foregoing paragraph 2 (b), including both streets and sidewalks, shall be permitted to be used for the construction and placement of grandstands, bleachers, and other seating accommodations for officials, special guests, and spectators of the aforementioned parades by the respective civic organizations directly sponsoring such parades.

4. The license herein granted to Fiesta San Antonio Commission is subject to and shall be exercised in accordance with the following conditions:

(a) Licensee is authorized to permit religious, civic, fraternal and welfare organizations or agencies applying to it to administer, sponsor and handle the sale of tickets and the seating of parade spectators in seating accommodations in designated sections or units along such parade routes, in the portions of such parade routes herein designated for the placing of seating accommodations by Licensee.

(b) A maximum charge of \$2.00 per seat for each of such parades may be made for such seating accommodations, which maximum charge is found to be reasonable.

(c) The sale of such seating accommodations and the rent or hire of such seats shall be made by the use of printed tickets issued by Licensee, designating the street, block and side of the street block in which the seating space is located, and the number of tickets issued and sold for any street block and side of the street block shall be limited to the number of seats designated for such location by Licensee.

(d) All such seating accommodations shall be so located as to leave a minimum street space as designated by the City Traffic Engineer for the passage of such parades.

(e) This license may be revoked by the City of San Antonio in the event that the same is not exercised in accordance with the conditions hereof and with all applicable laws and ordinances and provisions of the City of San Antonio.

5. The public sidewalks adjacent to such parade routes shall not be subject to any use or occupancy under this license except that soft drink dispensing units may be placed thereon during the period of this license at locations not less than one block apart.

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

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,158

EXTENDING THE SURPLUS COMMODITIES DISTRIBUTION AGREEMENT BETWEEN THE COUNTY OF BEXAR AND THE CITY OF SAN ANTONIO FOR ONE (1) YEAR COMMENCING JANUARY 1, 1962.

* * * * *

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

1. The City of San Antonio hereby agrees to the extension of the contract between the County of Bexar and the City of San Antonio, executed by the City Manager on behalf of the City on December 19, 1960, pursuant to authority granted by Ordinance No. 29,151 adopted December 8, 1960, relating to the distribution of surplus commodities, for a period of one (1) year beginning January 1, 1962, and ending December 31, 1962.

2. The City Clerk is directed to deliver a certified copy of this ordinance to the Honorable Charles W. Anderson, County Judge of Bexar County, Texas.

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

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

ORDER EXTENDING CONTRACT WITH CITY OF SAN ANTONIO, TEXAS, FOR DISTRIBUTION OF SURPLUS COMMODITIES FROM JANUARY 1, 1962 TO DECEMBER 31, 1962

WHEREAS, under date of November 25, 1960, C. W. Anderson, County Judge, thereunto authorized by resolution of the Commissioners Court of Bexar County, Texas, executed a Contract with the City of San Antonio, Texas, with reference to the distribution of surplus

commodities, which Contract was duly executed by said City of San Antonio, December 19, 1960, and which is recorded in Vol. 41, p.479-481, Minutes of said Court and which covers the period from January 1, 1961 to December 31, 1961;

And WHEREAS, said Contract provides that the same may be extended for an additional year upon the mutual agreement of the parties;

And WHEREAS, the parties thereto have mutually agreed to extend said contract for the period from January 1, 1962 to December 31, 1962, upon the same terms and conditions as is provided in the Contract above referred to and as recorded.

Upon Motion of Commissioner Sam Jorrie, seconded by Commissioner Albert A. Pena, Jr., all members of the Commissioners Court of Bexar County, Texas, voting "AYE", none voting "NAY";

IT IS ORDERED that said Contract between Bexar County, Texas, and the City of San Antonio, dated and recorded as above set out, be and the same is hereby extended for the period from January 1, 1962 to December 31, 1962, upon the same terms and conditions as in said Contract provided; and

BE IT FURTHER ORDERED that a certified copy of this Resolution be furnished the City Manager of the City of San Antonio as evidence hereof.

Signed and entered this 21st day of February, A.D., 1962.

CHARLES W. ANDERSON
County Judge, Bexar County, Texas

AN ORDINANCE 30,159 ✓

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEXAR COUNTY AND THE BEXAR COUNTY WELFARE BOARD TO PROVIDE A PROGRAM OF CARE AND PROTECTION FOR DEPENDENT AND NEGLECTED CHILDREN IN BEXAR COUNTY FOR THE CALENDAR YEAR, 1962.

* * * * *

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

1. The City Manager is hereby authorized to enter into a contract with Bexar County and the Bexar County Welfare Board to provide a program of care and protection for dependent and neglected children in Bexar County for the calendar year, 1962.
2. Said contract is attached hereto and made a part thereof.
3. PASSED AND APPROVED THIS 28th day of February, 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

STATE OF TEXAS

COUNTY OF BEXAR

WHEREAS the Commissioners Court of Bexar County, Texas; the City Council of the City of San Antonio, Texas; and the Bexar County Child Welfare Board have previously, and for the year beginning January 1, 1961 and ending December 31, 1961, contracted to operate a Child Welfare Program through the Department of Welfare of the City of San Antonio, Texas, and

WHEREAS it is in the best interest of the citizens of Bexar County, Texas to continue said Child Welfare Program, and

WHEREAS the Commissioners Court of Bexar County, Texas, has appropriated the sum of \$56,090.00 for the operation of a Child Welfare Program for the calendar year, 1962, and

NOW THEREFORE, the parties hereto, which include the County of Bexar, Texas, hereinafter referred to as County; the Bexar County Child Welfare Board, hereinafter referred to as Board; and the City of San Antonio, Texas, hereinafter referred to as City, do agree and contract as follows:

1. The City agrees to administer said Child Welfare Program through the Child Welfare Division of the Department of Welfare of the City. The administrator of said Department of Welfare shall serve as Administrator of said Child Welfare Program and shall be responsible for investigating the status of alleged dependent and neglected children residing in Bexar County, Texas; for the keeping of records necessary to the service; for administration of services and care to such children; and for the carrying out of appropriate policies of the County, the City, and the Board.

2. The City agrees to continue supplying office space and utilities to house Child Welfare staff, and the services of said Administrator.

3. Since employees of said Child Welfare Program are to have the status and benefits of City employees, said Child Welfare employees are subject to all the same personnel policies as all other City employees.

4. The Board shall have the power to determine the nature and scope of the services to be given, subject to financial limitations imposed by the annual appropriation of the Commissioners Court plus any other revenues the Child Welfare Division may from time to time receive, and subject to the limitations of applicable State and Federal Statutes and State licensing standards.

5. The Board shall have the power, in consultation with the Administrator, to allocate funds appropriated by the Commissioners Court among the various operating accounts, giving prudent attention to the efficient and effective operation of the program.

6. The City agrees to furnish the same general administrative services to the said Child Welfare Division as are given to other City operating Departments and Divisions.

7. The County agrees, subject to and within the limits of the County annual appropriation for Child Welfare Services and the approved operating budget, to reimburse the City for expenditures other than the salary of said Administrator, for office space, or for utilities, necessary to the provision of said Child Welfare Services in the manner hereinafter provided.

8. It is agreed by the parties hereto that the said Administrator shall furnish monthly itemized reports, which shall constitute bills for service, to the County Auditor with copies to the County Judge, the County Commissioners, the City Manager, the City Finance Department, and the Chairman of the Board. Said reports shall be submitted on or before the fifteenth day of each month and shall show substantially the following:

- (a) The amount spent during the previous month for care of dependent and neglected children.
- (b) The amount spent for administrative costs during the previous month.
- (c) The number of children served and the characteristics of their problems.

Upon receipt of such reports, the Commissioners Court, within five days thereafter, shall authorize reimbursement of the City for the total of such expenditures.

9. It is agreed that said Child Welfare Services shall be provided dependent and neglected children living within the geographical confines of Bexar County, Texas.

10. It is agreed that this contract shall be in force for the period beginning January 1, 1962 and ending December 31, 1962 and that it may be renewed and/or revised upon mutual consent of the parties hereto. It is agreed that negotiations for renewal of this contract shall be completed on or before November 1, 1962.

In Witness Whereof, this agreement has been duly executed by the County of Bexar on the ___ day of ___, 1962; by the City of San Antonio, Texas, on the ___ day of ___, 1962; and by the Bexar County Child Welfare Board on the ___ day of ___, 1962.

COUNTY OF BEXAR

Attest:

Bexar County Clerk

County Judge

City Clerk

by _____ by _____ By _____

AN ORDINANCE 30,160

AMENDING THE AGREEMENT BETWEEN THE CITY AND AIRNEWS, INC., EXECUTED PURSUANT TO ORDINANCE #29155 AND RENEWED BY ORDINANCE #29627, TO LEASE ADDITIONAL SPACE IN HANGAR 2 AND ADDITIONAL APRON SPACE, UNTIL MAY 31, 1962.

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

1. This ordinance manifests an amendment to the lease dated December 19, 1960, executed by the City as Lessor and Airnews, Inc., a Texas corporation acting by and through its authorized officers pursuant to a resolution of its board of directors, as Lessee. Paragraph 1 of said lease, which was executed by the City pursuant to Ordinance #29155 and was renewed by Ordinance #29627 until May 31, 1962, is amended to read as follows:

"1. The Lessor does hereby and by these presents demise and lease unto the Lessee the following premises located at San Antonio International Airport (hereinafter called Airport), San Antonio, Texas County, Texas:

- A. A total of 5930 sq. ft. of gross floor space in Hangar 1, and a total of 25544 sq. ft. of gross floor space in Hangar 2, together with improvements and appurtenances thereto;
- B. A total of 80597 sq. ft. of gross ground area underlying said floor space and certain adjacent apron area."

2. The location of the premises demised under the aforementioned lease is shown on Exhibit I thereto, and the location of the additional areas in and adjacent to Hangar 2 leased hereby is shown on Exhibit "A" hereto, which is incorporated herein by reference.

3. The provisions in Paragraph 3 through 5 for payment of ground and building space rentals and of \$0.04 per year per square feet of floor space for the cost of fire and extended coverage insurance shall apply to the additional areas leased hereby.

4. Certificate (s) of insurance, or other satisfactory evidence, showing that the liability insurance required by the aforementioned lease has been amended or extended to include the additional areas leased hereby, shall be filed with the City Clerk by Lessee.

5. This amendment to the aforementioned lease shall be effective March 1, 1962.

6. PASSED AND APPROVED THIS 28th day of February, 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AIRNEWS, INC., Lessee

ATTEST:

BY: /s/ Frank G. Huntress, Jr.

/s/ Leroy G. Denman, Jr.
Secretary

PRESIDENT
(title)

AN ORDINANCE 30,161 ✓

*amended
ord # 32960
Dec 31, 1964*

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH ALL AMERICAN MAINTENANCE, INC., FOR CERTAIN SPACE AT THE INTERNATIONAL AIRPORT.

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

- 1. The City Manager is hereby authorized to execute a lease agreement with All American Maintenance, Inc., for certain space at the International Airport.
- 2. A copy of the lease agreement is attached hereto and expressly made a part hereof.
- 3. PASSED AND APPROVED this 28th day of February, 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

APPROVED AS TO FORM: Crawford Reeder
City Attorney

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and ALL AMERICAN MAINTENANCE, INC., A corporation incorporated under the laws of the State of Texas, (hereinafter called "Lessee"), with its principal office and place of business at San Antonio, Texas,

WITNESSETH:

1. The Lessor does hereby and by these presents demise and lease unto the Lessee the following premises located at San Antonio International Airport, (hereinafter called "Airport"), San Antonio, Bexar County, Texas:

A total of 2,113 square feet of space located in the East leanto of Hangar 2, as shown on Exhibit 1 hereof.

The location and description of the leased premises are set forth on Exhibit 1, which is attached hereto and made a part hereof.

2. This lease is for the term from May 1, 1961 through December 31, 1962.

3. For the facilities, improvements, and building floor space as shown on Exhibit 1 and containing a total of 2,113 square feet, a rental of \$0.40 per square foot per year shall be paid by the Lessee to the Lessor.

4. For the ground area underlying the 2,113 square feet of floor space in Hangar 2, a rental of \$0.04 per square foot per year shall be paid by the Lessee to the Lessor.

5. As a pro-rated charge for the cost of fire and extended coverage insurance carried by Lessor on said Hangar 2, Lessee agrees to pay to Lessor \$0.04 per square foot per year for the total of 2,113 square feet of floor space leased in Hangar 2.

6. The rentals and charges above provided for shall be paid monthly in a sum equal to 1/12 of the yearly rent due hereunder in advance on the first day of each and every month beginning with the first day of May, 1961. Such rentals are subject to adjustment pursuant to provisions of Paragraph 7 (1) hereof.

7. (1). A. Beginning January 1, 1962, and annually thereafter during the term of this lease, the rental shall be adjusted for the ensuing year according to any increase or decrease in:

(a) The average of the monthly indices published by the Bureau of Labor Statistics, US Dept. of Labor, for AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING and WHOLESALe PRICES - ALL COMMODITIES for the 12-month period ending with September 30th of the preceding calendar year,

as compared to

(b) The average of the above-named indices for the 12-month period ending with September 30, 1961.

The computation for said adjustment shall be as follows:

$$\frac{(a)}{(b)} \times \text{Base Rental Rate (s)} = \text{Adjusted Rental Rate (s)}.$$

That is, the base rental rate shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the twelve monthly indices of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING and of WHOLESALe PRICES-ALL COMMODITIES for the 12-month period ending September 30, 1961, and the numerator of which shall be the similar common average for the twelve months ending September 30th of the calendar year immediately preceding the adjustment date. All index figures used must be final.

B. The base rental rate (s) shall be understood to be the rental rate(s) set forth in this agreement (Par 3); the adjusted rental rate(s) shall be understood to mean such base rental rate (s) plus or minus any increase or decrease computed according to the formula set out in Par. A above.

C. This provision shall be effective in this manner as long as both indices above mentioned are published by the said government authorities in the same form and based on the same data as at the date of the granting of this lease, and shall be redefined to the mutual satisfaction of both Lessee and Lessor in the event of change of form and/or bases of indices.

D. The average of the twelve monthly indices for the year ending September 30, 1961, of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING is 103.2, and the similar average of indices for WHOLESALe PRICES - ALL COMMODITIES is 119.3; the common average of the two averages for the twelve months ending September 30, 1961, is 111.3. All calculations to determine increases shall use this common average as the denominator (b) in the formula in Paragraph A above.

7(2). Effective on the day all other similar aviation commercial tenants on the Airport are so charged, this Lessee or its sub-lessees shall pay each year to the Lessor as an additional annual rental, the following percentage of all applicable gross receipts from all commercial operations conducted on, in or from the demised premises:

1% of the first \$200,000 of each year's applicable gross receipts;
 3/4% of the second \$200,000 of each year's applicable gross receipts;
 1/2% of the third \$200,000 of each year's applicable gross receipts;
 1/4% of the fourth \$200,000 of each year's applicable gross receipts;
 1/10% of the excess over \$800,000 of each year's applicable gross receipts.

The term "applicable gross receipts" as used herein shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, on credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is the greater, excluding only the gross receipts from the sale of aircraft, aircraft fuel, sales of services and goods directly to the Military Agencies of the United States, and wholesale sales of aircraft parts, accessories and supplies. The selling price of any accessory, part or supply added to or service furnished to an aircraft sold by or for sale by the Lessee shall be considered as part of the applicable gross receipts hereunder. Sales of goods and services to Military Agencies

to be deductible from gross receipts must be sold directly to and directly paid for by the Military Agencies. Wholesale sales shall be restricted and limited to sale of aircraft goods, parts, accessories or supplies sold to others for resale only and not for the purchasers own use, or when the charge on the part of the Lessee to Consumer is at or below his cost. The selling price of any aircraft goods, parts, accessories, supplies or services sold to the ultimate consumer shall be considered as part of the applicable gross receipts hereunder. This Lessee shall, with respect to business done by it or its tenants or sub-lessees on, in and from said demised premises, keep or cause to be kept true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, on credit or otherwise (without regard to whether paid or not), and also the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Lessee's business done upon, within and from said demised premises. This Lessee shall, on or before the 90th day after the end of each calendar year, during the term hereof, submit to the Lessor a certified statement prepared by a Certified Public Accountant showing the applicable gross receipts from the operations of the Lessee on, in and from the demised premises for the preceding calendar year. This statement shall show such reasonable detail and breakdown as may be required by the Lessor. Such statements shall be accompanied by the Lessee's payment for rentals due hereunder.

For the purpose of verification, Lessee shall permit Lessor's designated representative(s) to inspect the aforementioned records and accounts Lessee is required to keep at any reasonable times. In the event that there is a material difference between the findings of such representatives and the reports made by Lessee, Lessor may appoint a Certified Public Accountant, satisfactory to Lessee, for the purpose of reviewing the records, accounts, books and data of Lessee to confirm the applicable gross receipts as defined hereinabove and to submit a certified report thereof to Lessor and Lessee. The expense of such review and report by a Certified Public Accountant shall be borne equally by Lessor and Lessee.

8. Nothing herein shall be deemed to relieve the Lessee and its tenants, sub-lessees, patrons, invitees, and others from field use charges as are levied generally by the Lessor directly upon the operation of aircraft, including fuel flowage fees. Lessee agrees to pay to Lessor for the operation of Lessee's aircraft on said Airport rentals and fees comparable to other similar aircraft users of said Airport.

9. As a part of the pecuniary consideration herefor and in lieu of any direct assessment of landing fees for common use of public Airport facilities, Lessee agrees to pay a fuel flowage fee for each gallon of aviation fuel delivered into or purchased for delivery into Lessee's aircraft on said Airport in an amount equal to that levied on all other similar public Airport facility users from time to time by Lessor.

This Lessee agrees to purchase on said Airport all his requirements of aviation fuels as are reasonably convenient. In the event this Lessee acquires aviation fuel for the servicing of his aircraft on the Airport from a supplier not located on said Airport, the Lessee agrees to pay directly to the Lessor the flowage fee therefor and further agrees to furnish such fuel purchase reports as may be required by the Lessor from time to time. All fuel vendors or Lessees purchasing fuel for their own use on said Airport will be required to pay the established flowage fee on each gallon of aviation fuel purchased.

10. Pursuant to this Lease, Lessee shall have the following rights:

A. To engage in the business of aerial transportation of persons or property for hire, and/or furnishing aeronautical services, supplies, or instruction. In this connection, Lessee shall have the right to engage in any activity related to the business of operating aircraft for profit, including aerial surveying, photographing, mapping and advertising; to sell, rent, lease, purchase, exchange, dispose of or otherwise distribute aircraft, engines motors, aircraft instruments, devices, supplies and accessories; to operate schools of flying, navigation, aircraft mechanics, aerial survey, aerial photography, aircraft design, theory and construction; and to engage in aeronautical and allied research.

B. To use, in common with others, all public Airport facilities in such a manner as may be necessary or convenient to the conduct of Lessee's business. The term "public Airport facilities", as used herein, shall mean all necessary landing area appurtenances, including runways, taxiways, aprons, roadways, lighting facilities, navigational and avigational aids, and other appurtenances for the take-off, flying and landing of aircraft. Lessee's right to the non-exclusive use of such facilities shall, at all times, be exercised subject to and in strict compliance and accordance with the laws of the United States and of the State of Texas, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in strict compliance with all Ordinances, rules and regulations promulgated by the City of San Antonio.

C. To construct, and maintain improvements in the leased premises for the purpose of conducting Lessee's business, subject to limitations hereinafter imposed.'

11. Lessee expressly covenants and agrees as follows:

A. The use and occupancy of the leased premises by the Lessee shall be completely without cost or expense to the Lessor, except for roof and major structural maintenance. In this connection, Lessor shall not be obligated to furnish any services, supplies, materials, or equipment of any nature whatever during the time lease is in effect, except as required for said roof and structural maintenance.

B. No new building shall be constructed and no existing building shall be extended on, or adjacent to, the leased premises, and all inside improvements constructed by Lessee shall comply with all Ordinances of Lessor regulating such construction. All plans for such improvements shall have the prior written approval of Lessor.

C. 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. In this connection, Lessee will keep the leased premises in good repair, and will not accumulate or store items or materials of any nature in the open in such a way as to be unsightly or hazardous.

D. Lessee agrees to cause to be removed at its own expense from the leased premises, all waste, garbage and rubbish and agrees not to deposit the same on any part of the Airport, except Lessee may deposit same temporarily on the demised premises in connection with collection or removal. Provided, however, that in the event that normal Municipal Services undertake the collection and disposal of waste, the Lessee agrees to abide by the regulations and Ordinances applicable thereto.

E. Lessee will erect no signs or advertising matter without the consent of Lessor.

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

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

H. It is an express condition of this agreement 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 property used therein. Delinquency in payment of any such taxes or fees shall be cause for termination of this lease at the option of the Lessor.

I, 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 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. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of \$100,000 for one person and \$250,000 for two or more persons and in addition thereto to carry a minimum of \$50,000 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy: "It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellation of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

J. In any action brought by Lessor to enforce any provision of this lease, Lessor shall be entitled to recover reasonable attorney's fees.

K. Lessee will conduct its business in a proper and first class manner at all times, and covenants that all services rendered and facilities provided by it will be adequate to meet the general demand for such services and facilities at the Airport.

L. It is specifically agreed and stipulated that the following concessions and the establishment thereof are excluded from this contract and lease, to-wit:

- (1) Ground transportation for hire
- (2) Western Union
- (3) Auto rental service
- (4) Food sales
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet and personal services
- (8) Retail sale of non-aviation products offered for sale in the Terminal Building

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

N. Lessee will cause to be made, executed and delivered to Lessor at the time of the execution of this lease, a Surety Bond in the sum of One Thousand Dollars (\$1,000), conditioned on the faithful performance of all conditions and covenants of this lease.

O. Lessee will at all times furnish good, prompt and efficient aviation commercial services adequate to meet all the demands for such services at the Airport and to furnish said services on a fair and equal and non-discriminatory basis to all users thereof, and will charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided that Lessee will be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

P. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the expiration of this lease for any purpose, Lessee shall become a tenant from month to month, and during such holding-over shall comply with and perform all obligations imposed on Lessee by this lease. Should Lessee remain in possession without Lessor's consent after the expiration of or other termination 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.

Q. Lessee will not engage in the sale of aircraft fuels and lubricants until he has under lease a minimum of 40,000 square feet of gross site area upon which he has erected commercial shop or storage hangar area totaling a minimum of 12,000 square feet.

R. Lessee agrees to pay any and all costs arising in connection with utilities for the leased premises.

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

- A. Filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of involuntary bankruptcy proceedings 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 leasehold interest by execution or other process of law.
- G. The divestiture 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 thirty (30) 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.

13. 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.

14. 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.

15. Notice to Lessor shall be deemed sufficient if in writing and mailed, 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 Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Lessee at the International Airport, San Antonio, Texas.

EXECUTED this 28th day of February, 1962.

CITY OF SAN ANTONIO

Lessor

BY /s/ DAVID A. HARNER

ALL AMERICAN MAINTENANCE, INC.

BY /s/ Marion Jack Brink

ATTEST: J. H. Inselmann
Assistant City Attorney

AN ORDINANCE 30,162 ✓

APPROPRIATING THE SUM OF \$13,183.84 FROM INTERNATIONAL AIRPORT FUND #801; TRANSFERRING SAME TO INTERNATIONAL AIRPORT REVENUE FUND #801, ACCOUNT 12-02-03; AND AUTHORIZING PAYMENT OF THE SUM OF \$24,730.40 OUT OF SAID ACCOUNT 12-03-02 TO D. F. (JACK) ORTS, INC., FOR CERTAIN REPAIRS AND ALTERATIONS TO THE TERMINAL BUILDING AT SAN ANTONIO INTERNATIONAL AIRPORT; AND AUTHORIZING PAYMENT OF THE SUM OF \$953.00 TO ATLEE B. & ROBERT M. AYERS FOR ARCHITECT'S FEE IN CONNECTION WITH SAID WORK.

* * * * *

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

1. The sum of \$13,183.84 is appropriated out of International Airport Revenue Fund #801 and transferred to International Airport Revenue Fund #801, Account 12-02-03, Object Code 2-20.
2. Payment to D. F. (Jack) Orts, Inc., general contractor, in the sum of \$24,730.40 out of International Airport Revenue Fund #801, Account 12-02-03, Object Code 2-20, for repairs and alterations to the Terminal Building at San Antonio International Airport, in accordance with Field Alteration #13, is hereby authorized.
3. Payment to Atlee B. & Robert M. Ayers, Architects, in the sum of \$953.00 out of International Airport Revenue Fund #801, Account 12-02-03, Object Code 2-20-for architect's fees in in connection with said work is hereby authorized.
4. PASSED AND APPROVED this 28th day of February 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,163 ✓

APPROPRIATING THE SUM OF \$5,855.00 FROM STINSON AIRPORT FUND #805 AND TRANSFERRING SUCH SUM FROM THE LATTER FUND TO STINSON GENERAL FUND ACCOUNT #12-03-02; AMENDING ORDINANCE #30,074 SO AS TO PROVIDE FOR AN ADDITIONAL PAYMENT OF \$2,198.00 TO H. B. ZACHRY COMPANY.

* * * * *

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

1. The sum of \$5,855.00 is hereby appropriated from Stinson Airport Fund #805 and such sum is hereby transferred from the latter fund to Stinson General Fund Account #12-03-02.
2. Ordinance #30,074 is hereby amended so as to provide for an additional payment of \$2,198.00 out of Stinson General Fund Account No. 12-03-02 to compensate H. B. Zachry Company for extra work arising out of, and necessitated by, the performance by H. B. Zachry Company of its contract with the City of San Antonio involving the construction of a ramp in front of the Stinson Field Terminal Building, as evidenced by Ordinance No. 30,074.
3. PASSED AND APPROVED this 28th day of February 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,164 ✓

CONSENTING TO THE ASSIGNMENT BY FROST NATIONAL BANK, INDEPENDENT EXECUTOR OF THE ESTATE OF ROBERT M. BROWN, DECEASED, D/B/A EXECUTIVE AIRCRAFT, TO NAYAK AVIATION CORPORATION.

* * * * *

WHEREAS, the City entered into a lease agreement on May 14, 1959, with Robert M. Brown and Joe H. Frost, Jr., a partnership d/b/a/ Executive Aircraft, for the lease of certain premises at International Airport; and,

WHEREAS, said partnership was subsequently dissolved and Joe H. Frost, Jr., assigned all his right, title and interest in said lease to Robert M. Brown, which assignment was approved by Ordinance of the City of San Antonio, dated December 8, 1960; and,

WHEREAS, Robert M. Brown died subsequent to such assignment and the Frost National Bank was appointed Independent Executor of the Estate of Robert M. Brown, deceased; and,

This lease may be terminated by either the Lessee or Lessor giving the other party thirty (30) days written notice of the termination thereof. Notice to the City shall be by registered mail and addressed to the City Manager.

EXECUTED this 28th day of February, 1962.

CITY OF SAN ANTONIO

By: David A. Harner
Assistant City Manager

KILLIAN HOUSE COMPANY

By: M. B. Killian
Partner

ATTEST: J. H. Inselmann
Assistant City Attorney

AN ORDINANCE 30,166 ✓

REVISING AND ESTABLISHING ELECTION PRECINCTS FOR THE CITY OF SAN ANTONIO AFTER JANUARY 31st, 1962.

* * * * *

WHEREAS, as more fully appears by reference to the minutes of the County Commissioners of Bexar County, Texas, on the 14th day of August, 1946, and the 14th day of August, 1947, the 12th day of August, 1948, the 10th day of August 1949, the 19th day of August, 1950, the 18th day of August 1951, the 18th day of August, 1952, the 14th day of August 1953, the 9th day of August 1954, the 11th day of August 1955, the 17th day of August 1956, the 14th day of August 1957, the 15th day of August 1958, the 14th day of August 1959, the 12th day of August 1960 and the 16th and 18th days of August 1961, the County Commissioners, acting by the authority vested in them by Article 2934, Chapter 2, Title 50, and Article 2997a, Sec. 5, Chapter 6, Title 50, Revised Civil Statutes of 1925, revised, established and corrected voting precincts within the City of San Antonio; NOW, THEREFORE:

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

1. That the following voting precincts within the corporate limits of the City of San Antonio shall be, after January 31, 1962, identical precincts as revised, established and corrected by the orders of the Commissioners Court of the County of Bexar, State of Texas, as promulgated by the order of the 14th day of August A.D. 1946, the 14th day of August, A.D. 1947, the 12th day of August A.D. 1948, the 10th day of August A.D. 1949, the 19th day of August A.D. 1950, the 18th day of August A.D. 1951, the 18th day of August A.D. 1952, the 14th day of August A.D. 1953, the 9th day of August A.D. 1954, the 11th day of August A.D. 1955, the 17th day of August A.D. 1956, the 14th day of August A.D. 1957, the 15th day of August A.D. 1958, the 15th day of August A.D. 1959, the 12th day of August A.D. 1960 and the 16th and 18th days of August A.D. 1961 which orders are included herein by reference as fully and to all intents and purposes as if they were copied herein, the said voting precincts being numbered as follows: 1 through 70, 72, 78, 79, 90, 91, 95, 100, 102, 103, 107, 113, 114, 118 through 124, 126, 128, 129, 130, 132, 135 through 138, 140 through 145, 149 through 170 and 172.

2. There is filed herewith a map and plat reflecting and describing all of the hereinabove described precincts, which map and the designations shown thereon are hereby adopted and made a part of this ordinance.

3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

4. PASSED AND APPROVED this 28th day of February 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,167 ✓

CLOSING AND ABANDONING PORTIONS OF CERTAIN STREETS AND ALLEYS IN NEW CITY BLOCKS 9427, 9434, 9435, 9454, 9461, 9462, 9501, 9502 AND 11088; AUTHORIZING EXECUTION OF A QUITCLAIM OF SAME TO HARLANDALE INDEPENDENT SCHOOL DISTRICT IN CONSIDERATION OF PAYMENT OF \$867.00 AND CERTAIN UNDERTAKINGS; AND MANIFESTING AN AGREEMENT BETWEEN THE CITY AND THE SCHOOL DISTRICT RELATIVE TO CONSTRUCTION OF CERTAIN IMPROVEMENTS.

* * * * *

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

1. All or portions of certain streets and alleys in New City Blocks, 9427, 9434, 9435, 9454, 9461, 9462, 9501, 9502 and 11088 are hereby closed and abandoned. The exact areas hereby closed and abandoned are shown on plat prepared by James C. Adams, dated April 28, 1961, marked "Exhibit A", and described in field notes marked "Exhibit B", both of which exhibits are filed herewith and incorporated herein by reference for all purposes:

2. The City Manager is authorized to execute a quitclaim on behalf of the City of Harlandale Independent School District quitclaiming the areas described in "Exhibit B" hereto. A copy of said quitclaim, marked "Exhibit C", is filed herewith and incorporated herein.

Said quitclaim is to be delivered to Harlandale Independent School District, Grantee therein upon payment of the sum of \$867.00 to the City, approval by the Planning Commission of re-platting of the property shown on "Exhibit A hereto, and acceptance of the provisions of Par. 3 of this ordinance by Harlandale Independent School District.

3. This ordinance makes and manifests an agreement, between the City of San Antonio, hereinafter, called "City", and Harlandale Independent School District, acting by and through its designated officers pursuant to a resolution of its Board of Trustees, hereinafter called "District", as follows:

(a) Portions of Hutchins Place, Burton Avenue and Formosa Blvd. will be constructed with curbs on the portions of said streets abutting District-owned property, the areas of said portions of streets and curbs being shown on Sheet 1 of Harlandale School Properties Plat marked "Exhibit C" and incorporated herein. The District shall furnish all materials and the City shall furnish the engineering, labor, machinery and supervision required for the construction of said streets and curbs. The District shall be permitted to purchase such materials from City's vendors at City's Prices.

(b) The proposals contained in a letter dated December 6, 1961, addressed to the City and signed by Ottis A. West, attorney for the District, are incorporated herein by reference. A copy of said letter, marked "Exhibit D", is filed herewith.

4. PASSED AND APPROVED this 28th day of February 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher,
City Clerk

AN ORDINANCE 30,168 ✓

AUTHORIZING THE TRANSFER OF \$30,745.05 FROM THE CONTINGENCY APPROPRIATION OF GENERAL FUND 70-01-01 AND APPROPRIATING SAID AMOUNT FROM FUND 479-15 FOR THE PURCHASE OF CERTAIN EQUIPMENT FOR THE POLICE DEPARTMENT AND CORPORATION COURT NEW FACILITIES.

* * * * *

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

1. The attached low qualified bids of Paul Anderson Company and Don Wittig Office Furniture, dated January 25, 1962 to furnish the City of San Antonio Police Department and Corporation Court new facilities with certain items of office equipment for a total of \$30,745.05 is hereby accepted.

2. the sum of \$30,745.05 is hereby authorized to be transferred from the Contingency Appropriation of the General Fund 70-01-01 to Fund 479-15 Police Headquarters Building Bonds for the purchase of equipment for the Police Department and Corporation Court new facilities.

3. The sum of \$30,745.05 is hereby appropriated out of Fund 479-15 Police Department Headquarters Building Bonds payable as follows:

Paul Anderson Company	\$9,758.35
Don Wittig Office Furn.	20,986.70

4. All other bids received were hereby rejected.

5. PASSED AND APPROVED this 28th day of February 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 30,169 ✓

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. 1203)

The rezoning and reclassification of property from "A" Residence District to "D" Apartment District as follows:

Lots 31-36 inclusive, Blk. 12, NCB 12382

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 March 1962.

WALTER C. GUNSTREAM, Mayor Pro-Tem

ATTEST: J. H. Inselmann
Assistant City Clerk

AN ORDINANCE 30,170 ✓

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. 1497)

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

0.798 acres out of NCB 11693

Field notes for a 0.798 acre tract of land out of NCB 11693, San Antonio, Bexar County, Texas:

BEGINNING at a point on the east line of Blanco Road, said point bearing North 609.63 feet from the intersection of the east line of Blanco Road with the north line of Weizmann Boulevard, and said point being at the southwest corner of Jay-Kay Subdivision as recorded in Volume 4400, Page 152, Bexar County Plat Records;

THENCE EAST, along the south line of said Jay-Kay Subdivision, a distance of 200 feet to a point;

THENCE SOUTH a distance of 212.25 feet to a point;

THENCE NORTHWESTERLY along a curve to the right a distance of 22.67 feet to a point for the P. T. of the curve, and said curve having a Radius of 285.0 feet, an angle of 8° 34' 42", and a tangent length of 21.38 feet bearing North 66° 29' 42" west;