

AN ORDINANCE 31183

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ALAMO IRON WORKS FOR THE MATERIAL AND ERECTION OF CERTAIN CHAIN LINK FENCES AND BACKSTOPS AT NORMOYLE PLAYFIELD FOR THE CITY OF SAN ANTONIO AND APPROPRIATING FUNDS OUT OF PARKS IMPROVEMENT BOND FUND (479-18) IN THE AMOUNT OF \$3,188.00 FOR PAYMENT OF SAME.

* * * * *

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

1. The attached low qualified bid of Alamo Iron Works dated March 6, 1963 to furnish and erect certain chain link fences and backstops at Normoyle Playfield for the City of San Antonio, Department of Parks and Recreation for \$3,188.00, less 1/2 of 1%-10 days is hereby accepted.
2. The sum of \$3,188.00 is hereby appropriated from Parks Improvement Bond Fund 479-18, Code 5-12 payable to the Alamo Iron Works for material and erection of certain chain link fences and backstops for Normoyle Playfield.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 13, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 31184

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF METAL GOODS CORPORATION TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH CERTAIN ALUMINUM SIGN BLANKS FOR A NET TOTAL OF \$6,719.80.

* * * * *

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

1. The attached low qualified bid of Metal Goods Corp. dated March 1, 1963 to furnish the City of San Antonio, Department of Traffic & Transportation with certain aluminum sign blanks for a net total of \$6,719.80 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Traffic & Transportation, account No. 23-02-01.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED THIS 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 31185

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF HEMPHILL FORD TO FURNISH THE CITY OF SAN ANTONIO WITH FIVE CAB & CHASSIS FOR REFUSE COLLECTION BODIES FOR THE DEPARTMENT OF PUBLIC WORKS FOR A NET TOTAL OF \$12,235.00.

* * * * *

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

1. The attached low qualified bid of Hemphill Ford, dated March 6, 1963 to furnish the City of San Antonio, Department of Public Works with five cab and chassis for refuse collection bodies for a total of \$12,235.00 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-21-01, cade 5-16.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 31186

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF KOPPERS COMPANY, INC. TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH CERTAIN CREOSOTED BRIDGE TIMBER FOR A NET TOTAL OF \$1,980.00.

* * * * *

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

- 1. The attached low qualified bid of Koppers Company, Inc. dated March 6, 1963 to furnish the City of San Antonio, Department of Public Works with certain creosoted bridge timbers for a net total of \$1,980.00 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-15-01, Code 3-30.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 31187

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF R. E. LANHAM TO FURNISH ALL LABOR AND EQUIPMENT FOR CERTAIN PARKS IMPROVEMENT AND CONSTRUCTION WORK AND APPROPRIATING \$13,727.00 OUT OF PARK IMPROVEMENT BOND FUND 479-18 AND AUTHORIZING PAYMENT OF \$1,961.00 FROM GENERAL FUND 1-01 DEPARTMENT OF PARKS AND RECREATION, ACCOUNT NO. 11-02-01, CODE 2-10.

* * * * *

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

1. The attached low qualified bid of R. E. Lanham, dated March 6, 1963 to furnish labor and equipment for certain park improvement and construction work for a total of \$15,688.00 is hereby accepted as follows:

- A. Tractor, angle dozer D-7 \$10.00 per hour
- B. Tractor, push type D-7 10.00 per hour
- C. Motor Scraper 8-10 yd 12.00 per hour
- D. Motor grader, Cat #12 9.00 per hour

2. The sum of \$13,727.00 is hereby appropriated from Park Improvement Bond Fund 479-18, payable to R. E. Lanham for said work as follows:

Southside Lions Park	\$10,785.00	
Lincoln Park	<u>2,941.50</u>	\$13,727.00

3. Authorizing payment in the amount of \$1,961.00 from General Fund 1-01, Account #11-02-01, Code 2-10 for park improvement as follows:

Olmos Basin, Pickwell,
Normoyle and the New Park
on Acme Road \$ 1,961.00

- 4. All other bids received are hereby rejected.
- 5. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny,
Assistant City Clerk

AN ORDINANCE 31188

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ESTEY CORPORATION TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY (WESTFALL BRANCH) WITH CERTAIN ITEMS OF SHELVING FOR A NET TOTAL OF \$5,035.00 TO BE PAID FROM 750-03 WESTFALL PUBLIC LIBRARY TRUST FUND.

* * * * *

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

- 1. The attached low qualified bid of Estey Corporation dated March 6, 1963 to furnish the City of San Antonio, Public Library, (Westfall Branch) with certain shelving for a net total of \$5,035.00 is hereby accepted.
- 2. Payment to be made from #750-03 Westfall Public Library Trust Fund, Code 5-20 in the amount of \$5,035.00.
- 3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 31189

*Contract cancelled
Bond forfeited
Ord 31603
July 24, 1963*

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS AS LISTED BELOW TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY (WESTFALL BRANCH) WITH CERTAIN ITEMS OF FURNITURE FOR A NET TOTAL OF \$5,234.05 TO BE PAID FROM 750-03 WESTFALL PUBLIC LIBRARY TRUST FUND.

* * * * *

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

1. The attached low qualified bids of Remington Rand, Abel Stationers and John E. Sjostrum Company, Inc., dated March 6, 1963 to furnish the City of San Antonio Public library, (Westfall Branch) with certain items of furniture for a net total of \$5,234.05 is hereby accepted as follows:

Remington Rand		
Item #1 - tables	\$2,292.80	
Item #2 - Chairs	<u>1,522.00</u>	\$3,814.80
Abel Stationers		
Item #3 - catalog ref. table	\$ 225.25	225.25
John E. Sjostrum		
Item #4 - catalog cabinets	<u>\$1,194.00</u>	<u>\$1,194.00</u>
		<u>\$5,234.05</u>

2. Payment is hereby authorized to be made from 750-03 Westfall Public Library Trust Fund, Code 5-20 in the amount of \$5,234.05.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny,
Assistant City Clerk

AN ORDINANCE 31190

APPROPRIATING THE SUM OF \$85,157.80 PAYABLE TO CHARLES C. CROSS, CONSULTING ENGINEER, FOR ENGINEERING SERVICES IN CONNECTION WITH THE OLMOS CREEK INTERCEPTOR SANITARY SEWER AND THE SUM OF \$2,000.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT FOR THIS PROJECT, BOTH SUMS OUT OF SEWER REVENUE FUND 204.

* * * * *

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

1. The following sums are hereby appropriated out of Sewer Revenue Fund 204:

- a. \$85,157.80 payable to Charles C. Cross, Consulting Engineer, for engineering services in connection with olmos Creek interceptor Sanitary Sewer, said sum being sixty-five percent (65%) of the fee of five per cent (5%) of the estimated cost of construction (\$2,620, 240.) of said project.
- b. \$2,000.00 as a Miscellaneous Expenses Contingency account.

2. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny,
Assistant City Clerk

AN ORDINANCE 31191

AUTHORIZING FIREWORKS DISPLAY BY McCRELESS SHOPPING CITY ON MARCH 30, 1963.

* * * * *

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

1. McCreless Shopping City, 4100 S. New Braunfels, is hereby granted a permit to conduct a fireworks display on its premises March 30, 1963, provided such permittee shall comply with the following requirements:

- a. Section 26-15 of the City code of the City of San Antonio.
- b. Article 1725, Texas Penal Code.
- c. The requirements of the Fire Department of the City of San Antonio, set out in the memorandum dated February 25, 1963, attached hereto.
- d. Said fireworks display shall be concluded by 10:00 P.M., March 30, 1963.

2. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk

AN ORDINANCE 31192

AUTHORIZING FIREWORKS DISPLAY BY PLAYLAND PARK CORPORATION OF SAN ANTONIO ON JULY 4, 1963.

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

1. Playland Park Corporation of San Antonio is hereby granted a permit to conduct a fireworks display on its premises July 4, 1963, provided such permittee shall comply with the following requirements:

- a. Section 26-15 of the City Code of the City of San Antonio.
- b. Article 1725, Texas Penal Code.
- c. The requirements of the Fire Department of the City of San Antonio, set out in the memorandum dated February 25, 1963, attached hereto.
- d. Said fireworks display shall be concluded by 11:00 o'clock, P.M., July 4, 1963.

2. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk

AN ORDINANCE 31193

APPROVING THE UNDERTAKING OF SURVEYS AND PLANS FOR THE ROSA-VERDE URBAN RENEWAL PROJECT AND AUTHORIZING SAID BODY TO FILE AND APPLY FOR AN ADVANCE OF FEDERAL FUNDS FOR SAID PURPOSE.

* * * * *

WHEREAS, under Title I of the Housing Act of 1949, as amended, the Housing and Home Finance Administrator is authorized to extend financial assistance to local public agencies in the elimination and prevention of the spread of their slums and urban blight through the planning and undertaking of urban renewal projects; and

WHEREAS, it is desirable and in the public interest that the Urban Renewal Agency of the City of San Antonio make surveys and prepare plans, presently estimated to cost approximately THREE HUNDRED FORTY FIVE THOUSAND, FOUR HUNDRED SIXTY TWO DOLLARS (\$345,462.00), in order to undertake and carry out an urban renewal project of the character contemplated by Section 110 (c) of Title I, in that area proposed as an urban renewal area, situated in the City of San Antonio, County of Bexar, and State of Texas, which is described as follows:

- BEGINNING at a point at the intersection of San Pedro Creek and Dolorosa Street,
- THENCE in a north and northwesterly direction along the meanderings of the San Pedro Creek to the intersection of the I&GN Railroad Tracks;
- THENCE in a southerly direction along the I&GN Railroad tracks to the intersection of Buena Vista Street;

*amended as to description
ord 31259
4-10-63*

THENCE in an easterly direction along Buena Vista-Dolorosa Streets to the point of beginning and containing approximately 243 acres.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

1. That the proposed Urban Renewal Area Discribed above is aslum, blighted, deteriorated, or deteriorating area appropriate for an urban renewal project and that the undertaking by the Urban Renewal Agency of the City of San Antonio of surveys and plans for an urban renewal project of the character contemplated by Section 110 (c) of Title I in the proposed Urban Renewal Area is hereby approved.

2. That the financial assistance available under Title I is needed to enable the Urban Renewal Agency of the City of San Antonio to finance the planning and undertaking of the proposed project.

3. That it is cognizant of the conditions that are imposed in the undertaking and carrying out of Urban Renewal Projects with Federal financial assistance under Title I, including those relating to the relocation of site occupants, to the provision of local grants-in-aid, and to the requirement that as a condition to the execution project the locality present to the Housing and Home Finance Administrator a Workable Program, as set forth in Section 101 (c) of Title I, for utilizing appropriate public and private resources to eliminateand prevent the development or spread of slums and urban blight;and that it is the sense of this body (a) that a feasible method of relocating the families displaced from the urban renewal area,in conformity with Title I can be prepared, and (b) that the local grants-in-aid can and will be provided in and amount which will be not less than one-third of the Net Project Cost of the Project and which, together withthe Federal capital grant, will be generally equal to the difference between Gross Project Cost and the proceeds or value of project land sold, leased, or retained for use in accordance with the urban renewal plan.

4. The filing of an application by the Urban Renewal Agency of the City of San Antonio for and advance of funds from the United States of America to enable it to defray the cost of the surveys and plans for an urban renewal project in the proposed Urban Renewal Area described above is hereby approved.

5. PASSED AND APPROVED this 13th day of March 1963.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 31194

EXTENDING THE LICENSE TO FROST NATIONAL BANK FOR CURB AND WALK-UP TELLER SERVICE UNTIL DECEMBER 31,1963.

* * * * *

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 and extended by Ordinance No. 30115, passed and approved February 21, 1962, for street teller service in consideration of the payment of \$500.00 to the City, is hereby extended until December 31, 1963, upon the same terms and conditions.

2. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

3. ACCEPTED AND AGREED TO in all things this day of March, 1963.

FROST NATIONAL BANK

Attest:

BY: _____

AN ORDINANCE 31195

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND WALTER E. HAGGARD, CONSULTING ENGINEER, FOR ENGINEERING SERVICES ON CENTAIN PARK IMPROVEMENTS.

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

1. This ordinance makes and manifests a contract between the city of San Antonio, hereinafter called "City", and Walter E. Haggard, Consulting Engineer, hereinafter called "Engineer", as follows:

(1) Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth in connection with the following designated park Improvement Projects:

Construction of Swimming Pool at Dellview Park.

SECTION I

CHARACTER AND EXTENT OF SERVICES

Engineer shall not commence work on a project until he has received written notification from the City. Engineer shall render the following professional services necessary for the development of the Project:

A. PRELIMINARY PHASE:

- (1) Attend preliminary conferences with City Officials regarding the project.
- (2) Prepare a preliminary engineering study and report on the project, in sufficient detail to indicate clearly the problems involved, including locations of all existing or proposed utilities within the proposed project right-of-way and the alternate solutions available to the City; to include preliminary layouts, sketches, proposed location map showing additional right-of-way requirements, and cost estimates (excluding land costs) for the project, and to set forth clearly Engineer's recommendations. Such report shall conform to all applicable master plans for coordinating and scheduling with other proposed projects where possible conflicts are involved.
- (3) 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 Field Survey and Plans and Specifications Phases after approval of preliminary phase by Director of Public Works.

B. FIELD SURVEY PHASE:

- (1) Perform all field surveys necessary to collect information required in the design of the project, establishing minimum of one permanent bench mark set to U. S. Coast & Geodetic Survey Datum, at a location approved by the City.
- (2) Plan and supervise such other surveys, soil borings, foundation investigations and tests as may be required for design when authorized by City in accordance with Section Iv-C.

C. PLANS AND SPECIFICATIONS PHASE:

- (1) Prepare detailed contract drawings and specifications for construction authorized by the City. These designs shall in all respect combine the application of sound engineering principles with a high degree of economy and shall be submitted to the applicable state and federal agencies for approval. On Sanitary Sewer Projects, engineer shall design the sewer system to provide gravity flow connection to all properties abutting the sewer line. In instances where Engineer feels this is impossible or impracticable, such property shall be clearly indicated on the plans by lot and block number and house number together with the necessary elevation required for connection.

On Street Projects, Engineer shall furnish a plan showing the following:

ALIGNMENT

Beginning and ending stations
PC, PI & PT stations, deflection angles and R & L curves Station and angle of intersection of side streets, alleys, drainage easements and railroad right-of-way.

RIGHT-OF-WAY

Show property lines of street project and intersection side streets, alleys, drainage easements and railroad right-of-way.

UTILITIES

Show location of all existing underground utility mains, valves, manholes, clean-outs, fire hydrants, water meters, storm sewers, utility poles and guys. Indicate manholes and clean-outs to be adjusted.

EXISTING IMPROVEMENTS

Show existing curbs, sidewalks, driveways and drainage structures and indicate whether they are to remain or be removed.

PROPOSED IMPROVEMENTS

Show limits of construction. Show location of proposed curbs, sidewalks, driveways and drainage structures. Give station of curb and sidewalk ends and curb returns. Show 15' radius for curb having a central angle of 110° or less for returns unless otherwise approved by Director of Public Works. Show location of proposed drainage ditches. Show location and size of proposed storm sewers.

MISCELLANEOUS

Show all trees within right-of-way. Indicate direction of drainage at each intersection. Show grade at each curb return. Give location, description and elevation of Bench Marks. Bench Marks to be set to U. S. Coast and Geodetic Survey Datum. North arrow and scale. Show areas where crown is to be eliminated.

PROFILE

Show existing and proposed centerline of each street. Give top of curb grade at each curb end, each 50 foot station, each end of each curb return and at the PC, PI & PT of each vertical curve. Give the gradient of each grade tangent and the station, length and external of each vertical curve. Show the flow line elevations of each drainage structure, the flowline elevation of each storm sewer at each point of change of gradient and at each end and the intervening gradients. Show existing and proposed centerline of each drainage ditch and give flowline grade for each end and each 50 foot station. Show proposed transition grades for side streets.

TITLE SHEET

The title sheet shall include a map showing the location of the proposed construction and detour routes if required.

TYPICAL SECTIONS, CONSTRUCTION DETAILS AND ESTIMATED QUANTITIES

The typical street sections should show the proposed pavement width, type, thickness, and crown. The typical crown should be one quarter inch per foot slope from centerline to gutter. The typical sections should also show the curb or curb and gutter type and exposure, the proposed sidewalk dimensions and location in relation to property lines. Typical sections of drainage ditches should show bottom width and side slopes. Show construction details including dimensions and reinforcing of drainage structures. The tabulation of estimated quantities should show the quantity for each item of construction of each street.

CROSS SECTIONS

Cross sections must be submitted for approval, and shall be included in the final plans.

- (2) Prepare detailed cost estimates and proposals of authorized construction, including summaries of bid items and quantities which shall be base, insofar as practicable, on the unit price system of bidding.
- (3) Furnish to City, for approval, a copy of the final design plans and specifications before proceeding with Step 4.
- (4) Furnish to the City all necessary copies of approved plans, specifications, notices to bidders, and proposals, in accordance with City's proposal form. (All Sets of plans in excess of ten (10) are to be paid for separately unless otherwise agreed.)
- (5) Assist City in the advertisement of the project for bids, and assist City in the opening and tabulation of bids for construction on the project, and recommend to City the proper action on all proposals received. Engineer shall furnish the City five (5) copies of the bid tabulation and of his recommendation with respect thereto.
- (6) Assist in the preparation of formal contract documents for the award of Contracts.

D. CONSTRUCTION LAYOUT STAKING PHASE:

Perform the necessary engineering services in connection with the construction layout survey on the ground for the project. (Construction stakes, cut sheets, etc.) This Service shall be performed upon request of the City, and not before.

STAKE-OUT (Specific requirements on street projects only) Stake curb at ends, 50 foot stations, PC & PT of curves and each end of each return. Curb stakes are to be offset four (4) feet from face of curb unless otherwise approved by the Director of Public Works. Stake all radius points of curb returns. Stake sidewalks stakes are to be offset one (1) foot from property side of walk unless otherwise approved by the Director of Public Works. Where needed on sharp curves, stakes are to be set at intervals less than 50 feet. Cut sheets are to be prepared, with as many copies as needed. These will show cuts or fills from top of hub to top of curb and from top of hub to property side of walk unless otherwise specified by the Director of Public Works.

E. CONSTRUCTION SUPERVISION PHASE:

- (1) Perform general supervision and administration of authorized construction (as distinguished from continuous resident field inspection), including Periodic visits of Engineer, or a competent representative of Engineer, to site of construction. In the administration of the project, Engineer shall endeavor to protect the City against defects and deficiencies in the work of contractors.
- (2) Consult and advise with the City during construction. Submit to City weekly reports on progress of construction when requested by the City.
- (3) Upon written request by City, furnish the services of a resident Engineer and/or inspector at a salary agreeable to the City for continuous on - the - site inspection of construction and the performance of construction layout surveys. Such resident Engineer or inspector shall be responsible for collection and submission of samples to a laboratory as designated by the City. Such services shall be computed on the basis of direct salary cost of the service plus a percentage of 25% of such cost. Transportation, if authorized, will be furnished at ten cents (10¢) per mile, not to exceed \$25.00 per month.
- (4) Check shop or working drawings furnished by contractors.
- (5) Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.
- (6) Prepare monthly and final estimates for payments to contractors, and furnish

to the City any necessary certifications as to payments to contractors and suppliers.

- (7) Supervise initial operation of the project, and supervise the necessary performance tests required by specifications.
- (8) Perform, in company with the City's representatives, a final inspection of the project.
- (9) Revise contract drawings to show the work as actually constructed, and furnish the City with one set of reproducible drawings. Final payment will be withheld until such drawings are furnished to the City.

SECTION II

PERIOD OF SERVICE

Unless a specific date is agreed upon, the services called for in Section I-A (Preliminary Phase) of this agreement will be completed, and the report submitted as expeditiously as possible.

After acceptance and approval by the City of the preliminary study and report, indicating any specific modifications or changes in scope desired by the City, the Engineer will proceed with the performance of the services called for in Section I-B and I-C (Field surveys and Plans and Specifications Phases) of this agreement so as to deliver completed plans, specifications, and estimates of cost for all authorized construction on the project within the time outlined by the Engineer as specified in Section I-A (3). If the Engineer cannot complete the Field Surveys and Plans and Specifications Phases as outlined, he shall notify the City of this fact together with reasons for the delay for approval by the City. Following the award by the City of a construction contract or contracts, the Engineer will proceed with the performance of the services called for in Section I-E (Construction Supervision Phase) of this agreement.

This agreement shall remain in force for a period which may reasonably be required for the design, award of contracts and construction of the project including extra work and any required extensions thereto.

SECTION III

COORDINATION WITH THE CITY

The Engineer shall hold periodic conference with the City or its representatives, to the end that the project, as perfected, shall have full benefit of the City's experience and knowledge of existing needs and facilities, and be consistent with its current policies and construction standards. To implement this coordination, the City shall make available to the Engineer, for use in planning the project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities and to the project.

SECTION IV

FEE SCHEDULE

For and in consideration of the services to be rendered by the Engineer, the City shall pay, and the Engineer shall receive the fees hereinafter set forth, for the Preliminary, Field Survey, Plans and Specifications, construction Layout Staking, and Construction Supervision Phases of the Work. The fee for each separate phase shall be based on the "Construction cost" of each project authorized by the City and handled by the Engineer in accordance with this agreement. "Construction cost" is defined as the total cost to the City for the execution of the work authorized and handled in each separate phase, excluding fees for engineering and legal services, the cost of land, rights-of-way, legal and administrative expenses, but including the direct cost of all items of construction required for the complete work (including extras) and the actual value of all materials and equipment purchased or furnished directly by the City and incorporated in this project.

In the event that proposals for construction of any of the work authorized in the Plans and specifications Phase are received within 90 days after submission of completed contract drawings and specifications, the fee for the corresponding services in the Plans and Specifications Phase, and the fee for the corresponding services in the Field Survey Phase, and the fee for the corresponding services in the Preliminary Phase shall be adjusted to the "Construction cost" as reflected by the lowest acceptable proposal and adjustments shall be made in final settlement so that the engineering fee shall equal that due under Section A hereof. No reduction shall be made from the percentage fee on account of penalty or liquidated damages or other sums withheld from contractor's payments.

A. Fee Schedule

Basic minimum fee shall be used on construction cost of individual projects as listed under 1. of the preamble of this contract. Payment for services shall be made to the Engineer as determined by the following schedule:

<u>COST OF CONSTRUCTION</u>		<u>BASIC MINIMUM FEE IN PERCENT</u>		
		A	B	Classification Alteration Work
Less than	\$ 25,000	12.00	10.00	15.00
\$ 25,001	50,000	10.00	8.50	12.00
50,001	100,000	9.00	7.50	11.00
100,001	250,000	8.00	6.75	10.00
250,001	500,000	7.00	6.00	9.00
500,001	750,000	6.50	5.50	
750,001	1,000,000	6.00	5.25	
1,000,001	10,000,000	5.65	5.00	
over	10,000,000	5.00	4.50	

The schedule used for payment of services shall be based on Classification "B" above. The fee as computed from this schedule shall be not less than the maximum fee which would obtain if calculated under the next lower cost bracket.

For the purpose of establishing fees for separate phases, the following percentage allocations of the minimum scheduled fees apply:

PHASE	PERCENTAGE OF TOTAL FEE			
	A	B	C	D
Preliminary	25	15	10	15
Field Survey	10	15	20	15
Plans and Specifications	35	35	35	35
Construction Layout Staking	10	10	25	10
Construction Supervision	20	25	10	25

Use Column A for storm Drainage Projects
 Use Column B for Sanitary Sewer Projects
 Use Column C for Street Construction Projects
 Use Column D for all other types of projects

B. Method of Payment

Payment shall be made as follows:

Preliminary Phase -----Total amount based on Engineer's cost estimate payable after approval of phase by the City.

Field Survey Phase

Plans & Specifications Phase

Construction Layout Staking Phase-----Partial payment may be made monthly upon submission of an invoice by the Engineer.

Construction Supervision Phase-----Payment will be made in monthly installments in proportions to the construction work completed and 10% of the total fee due in the construction phase will be retained and be paid within 30 days after acceptance of the completed project.

On any project for which bids are received within 90 days after the plans and specifications have been filed with the City by the Engineer, the bid accepted by the City shall be used as the true basis upon which the fee is calculated. In the event payments previously made to the Engineer exceed the true fee, then the Engineer agrees to pay the City such an amount which will make the total payments equal to the true fee.

In those projects where bids are taken on additional segments of work designed by the Engineer which may or may not be included at the City's option and the City elects to delete said additional segments, the Engineer's fee for said segments for the Preliminary Field Survey, and plans and Specifications Phases will be calculated on the basis of the difference between the cost of construction of the project as awarded and the low bid on the project plus the deleted segments as a whole whether or not the person submitting such low bid was awarded the contract.

If the project, for which detailed plans and specifications have been completed and submitted to the City, has not been advertised for bids within 90 days after acceptance of the complete plans and specifications by the City, then all of the fee specified above for the Preliminary, Field Survey, and Plans and Specifications Phases shall be paid by the City to the Engineer. Said payment shall be based on the estimated construction cost of the project. After a bid has been accepted, such bid shall constitute the true basis on which the Engineer's fee is calculated, and adjustments shall be made accordingly, so that the total fee paid to the Engineer shall be equal to the fee to which he is entitled hereunder, based on the actual cost of construction.

C. Services Not Included in Above Fees

The fees above described in the Preliminary, Field Survey, Plans and Specifications, Construction Layout Staking, and Construction Supervision Phases shall provide compensation to the Engineer for all services called for under this agreement to be performed by him, or under his direction, except the services set forth below. These excluded services, and the compensation to be paid by the City to the Engineer for their performance when authorized in writing by the City, are set forth as follows:

<u>Service</u>	<u>Basis of Compensation</u>
(1) Actual performance of test borings and other foundation investigations and related analyses, and detailed mill, shop and/or laboratory inspection of materials or equipment.	Furnished directly by City or to be agreed upon in writing.
(2) Restaking (to be done only when requested in writing by City)	
(a) Street Projects. Staking all destroyed hubs and checking alignment of existing hubs. Elevations on all hubs shall be reestablished. Restaking shall be done as specified in Section I-C (1) hereof, and a cut sheet based on such restake shall be prepared.	Salary cost plus 25% and reimbursement for other direct costs. Total cost not to exceed \$70.00 per 1,000 lineal feet of street.
(b) Drainage and sanitary sewer projects.	To be agreed on in writing.
(3) Additional copies of reports, and additional blueprint copies of drawings and specifications over ten unless otherwise agreed.	Direct costs at standard reproduction cost.

- | | |
|---|---|
| (4) Assistance to the City as expert witness in any litigation with third parties, arising from the development or construction of the project. | \$100.00 per diem for each day in which Engineer's presence is required by Owner. |
| (5) Expenses incurred in making necessary land surveys, establishing boundaries and monuments. | To be agreed upon in writing. |
| (6) Any extra services not included in contract but authorized by City in writing. | To be agreed upon in writing. |

SECTION V

REVISION TO DRAWINGS AND SPECIFICATIONS

The Engineer will make, without expense to the City, such revisions of the preliminary drawings as may be required to meet the needs of the City, but after plans and specifications have been accepted and approved by the City, if a decision is subsequently made which, for its proper execution, involves extra services and expenses for change in, or addition to the drawings, specifications or other documents, or if the Engineer is put to labor or expense by delay imposed on him from causes not within his control, such as by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expense, which services and expense shall not be considered as covered by the percentage fee stipulated in this agreement. Compensation for such extra services and expense shall be at salary cost plus 100%, plus reimbursement for other direct costs.

SECTION VI

OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes and data will remain the property of the Engineer as instruments of service. However, the City shall have free access to all such information, with the right to make and retain copies of drawings and all other documents, including field notes and data.

~~SECTION VII~~ MEASURES

ARBITRATION OF DISPUTES

Should any dispute arise hereunder between the city and the Engineer as to any of the Terms of provisions of this agreement or the obligations of the parties thereunder, the City and the Engineer shall submit such dispute to arbitration as follows:

A. The City and the Engineer shall each appoint an arbitrator, who together shall select a third arbitrator.

B. Arbitrators shall have full power to investigate such dispute, hear witnesses, examine papers, drawings, and documents, and take professional expert opinion thereon and shall arbitrate and decide such dispute to carry out the intentions of the parties and do justice between them. Their decision shall be condition precedent to any court action.

C. In the event arbitrators are unable to agree upon the selection of the third arbitrator, or having selected such arbitrator, the three arbitrators are unable to reach an agreement, then the arbitration shall be considered to have been exhausted.

SECTION VIII

TERMINATION

The City may terminate this agreement at any time by a notice in writing to the Engineer. Upon receipt of such notice, the Engineer 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 Engineer shall submit a statement, showing in detail the services performed under this agreement to the date of termination. The City shall then pay the Engineer promptly that proportion of the prescribed fee which the services actually performed under this agreement bear to the total services called for under this agreement, 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.

SECTION IX

ASSIGNMENT OR TRANSFER OF INTEREST

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

2. PASSED AND APPROVED this 13th day of March, A.D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 31196

APPROPRIATING \$38,870.00 OUT OF INTERNATIONAL AIRPORT CONSTRUCTION FUND #80305 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY TEXAS TO BE PLACED IN THE REGISTRY OF THE COUNTY COURT IN SATISFACTION OF A JUDGMENT IN CONDEMNATION CAUSE 1416, SUBJECT TO THE ORDER OF THE ESTATE OF ERWIN H. KRAUSE, DECEASED, ET AL FOR 6.761 ACRES OF LAND, MORE OR LESS, SITUATED ON U. S. HIGHWAY 281 NORTH AND NEEDED FOR AIRPORT CLEAR ZONE PURPOSES.

* * * * *

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

1. The sum of \$38,870.00 is hereby appropriated out of International Airport Construction fund #80305 payable to the County Clerk of Bexar County, Texas to be placed in the Registry of the County Court in satisfaction of a Judgment in condemnation cause 1416, subject to the order of the Estate of Erwin H. Krause, deceased, of which Ilka Krause has duly qualified as Independent Executrix, together with Florence K. Wenzel and husband Roman Wenzel, Lillian K. Arnold and husband Alfred Arnold, Melba S. Vorman and husband Carl Vorman, Myrtle S. Schlueter and husband Stanley Schlueter, Janet Schubert, Arno Krause, Jr., Herbert Krause, Jr. and Elwood Schubert, being the heirs of Erwin H. Krause, deceased, as their interests may appear, for 6.761 acres of Land, more or less, situated on U. S. Highway 281 North needed for Airport Clear Zone purposes.

2. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M AYOR

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 31197

ACCEPTING THE LOW BID OF A. D. HAWLEY CONSTRUCTION COMPANY FOR REPAIR OF SAN ANTONIO RIVER WALL BETWEEN COMMERCE STREET AND HOUSTON STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFORE; AUTHORIZING THE PAYMENT OF THE SUM OF \$9,000.00 TO A. D. HAWLEY CONSTRUCTION COMPANY AND THE SUM OF \$1,000.00 AS A CONSTRUCTION CONTINGENCY FUND BOTH SUMS FROM GENERAL FUND SPECIAL PROJECTS ACCOUNT 11-05-02; AUTHORIZING THE TRANSFER OF THE SUM OF \$10,000.00 FROM PUBLIC IMPROVEMENTS, UNALLOCATED, ACCOUNT 30-01-01 TO GENERAL FUND SPECIAL PROJECTS ACCOUNT 11-05-02.

* * * * *

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

1. The attached low bid of A. D. Hawley Construction Company, in the amount of \$9,000.00, for the repair of the San Antonio river wall, between Commerce Street and Houston Street is hereby accepted.

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

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

4. Payment of the following sums from General Fund Special Projects Account 11-05-02 is hereby authorized:

a. \$9,000.00 to A. D. Hawley Construction Company

b. \$1,000.00 as a construction contingency fund

5. Transfer of the sum of \$10,000.00 from Public Improvements, Unallocated, Account 30-01-01 To General Fund Special Projects Account 11-05-02 is hereby authorized.

6. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister,
M A Y O R

ATTEST: J. C. Kenny
Assistant City Clerk

AN ORDINANCE 31198

GRANTING FROST BROTHERS THE PRIVILEGE OF ERECTING THREE FLAG POLES IN FRONT OF FROST. BROS. STORE AT 417 E. HOUSTON STREET.

* * * * *

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

1. Frost Bros. is hereby granted the right and privilege of erecting three flag poles in front of its store at 417 E. Houston Street, San Antonio, Texas.

2. Frost Brothers shall indemnify and hold the City of San Antonio harmless from any and all claims growing out of or in any way related to the erection and use of said privilege.

3. The City Council shall always have the right to terminate and cancel the privilege herein granted if the exercise of the same either in whole or in part is inconsistent with the public use and enjoyment of the sidewalk upon which said flag poles are erectet.

4. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. C. Kenny,
Assistant City Clerk

5. ACCEPTED IN ALL THINGS BY the undersigned this 12 day of April, 1963.

FROST BROTHERS

BY: Gilbert Lang

AN ORDINANCE 31199

GRANTING THE ALAMO NATIONAL BANK THE PRIVILEGE OF PLACING PLANTER BOXES ON THE CURB EDGE OF THE SIDEWALK ON MARKET, ST. MARY'S AND COMMERCE STREETS.

* * * * *

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

1. The Alamo National Bank is hereby granted permission to place and maintain planter boxes on planter boxes on the curb edge of the sidewalk on Market, St., Mary's and Commerce Streets, as indicated on the plat attached hereto and incorporated by reference.

2. The Alamo National Bank shall indemnify and hold the City of San Antonio harmless from any and all claims growing out of or in any way related to the privilege herein granted.

3. The City Council shall have the right to terminate and cancel the privilege herein granted if the exercise of the same either in whole or in part is inconsistent with the public use and enjoyment of the sidewalks upon which said planter boxes are situated.

4. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk

5. ACCEPTED IN ALL THINGS by the undersigned this 5 day of April, 1963.

ALAMO NATIONAL BANK

BY: Ed Starr
Vice President

APPROVED AS TO FORM: R
City Attorney

AN ORDINANCE 31200

CHANGING THE NAMES OF EXPOSITION AVENUE TO STORY LANE AND SIMPSOM STREET TO LONE STARR BOULEVARD

* * * * *

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

1. Exposition Avenue, between South Presa Street and Groos avenue, is hereby changed to Story Lane.

2. Simpson Street, between Roosevelt Avenue and South Flores Street, is hereby changed to Lone Starr Boulevard.

3. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk

AN ORDINANCE 31201

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM TO A SMALL PORTION OF W. LACHAPELLE STREET TO PENLAND DISTRIBUTORS, INC. FOR THE SUM OF \$150.00.

* * * * *

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

1. The City Manager is hereby authorized to execute a Quitclaim to a small portion of W. Lachapelle Street abutting Lots 6, 7, and 8, NCB 2827 to Penland Distributors, Inc., for and in consideration of the sum of \$150.00. A copy of said quitclaim is attached hereto and incorporated herein.

2. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk

QUITCLAIM DEED

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio a municipal corporation incorporated under the laws of the State of Texas, acting by and through _____, Assistant City Manager, pursuant to Ordinance No. 31201, dated the 13th day of March, 1963, duly adopted by the City Council of said City, for and in consideration of the payment of the sum of ONE HUNDRED FIFTY AND NO/100 (\$150.00) DOLLARS, to it in hand paid by Penland Distributors, inc., hereinafter called "Grantee", of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED AND RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM and RELEASE, UNTO THE SAID Penland Distributors, Inc., all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

A tract of land adjoining Lots 6, 7, and 8, New City Block 2827, on the South, and more particularly described as follows, to-wit:

BEGINNING at a point in the south line of Lot 6 in New City Block 2827, which point is 24.17 feet west of the most southeasterly corner of said lot 6;

THENCE, South a distance of 5 inches;

THENCE, in a westerly direction and parallel to the south line of Lots 6, 7 and 8, In New City Block 2827, a distance of 100 feet;

THENCE, North a distance of 5 inches to a point in the south line of Lot 8 in New City Block 2827;

THENCE, in an easterly direction along the south line of Lots 8, 7, and 6, New City Block 2827, to the place of beginning, and containing 41-2/3 square feet.

together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the aforescribed premises unto the said Penland Distributors, Inc., their successors and assigns forever.

WITNESS MY HAND this _____ day of _____, 1963.

CITY OF SAN ANTONIO

BY: _____
Assistant City Manager

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, Assistant City Manager of the City of San Antonio, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of the City of San Antonio and in the capacity therein stated.

WITNESS BY HAND AND SEAL OF OFFICE THIS _____ day of _____, A. D., 1963.

NOTARY PUBLIC IN AND FOR BEXAR COUNTY, TEXAS

AN ORDINANCE 31202

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM TO A SMALL PORTION OF COMAL STREET TO PAUL ANDERSON, JR. AND JANET ANDERSON HINSEY FOR THE SUM OF \$150.00.

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

1. The City Manager is hereby authorized to execute a Quitclaim to a small portion of Comal Street adjacent to Lot 14, Block 5, New City Block 211 to Paul Anderson, Jr., and Janet Anderson Hinsey, for and in consideration of the sum of \$150.00. A copy of said Quitclaim is attached hereto and incorporated herein.

2. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister,
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk

QUITCLAIM DEED

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a municipal corporation incorporated under the laws of the State of Texas, acting by and through [blank], Assistant City Manager, pursuant to Ordinance No. 31202, dated the 13th day of March, 1963, duly adopted by the City Council of said City, for and in consideration of the payment of the sum of ONE HUNDRED FIFTY AND NO/100 (\$150.00) DOLLARS, to it in hand paid by Paul Anderson, Jr. and Janet Anderson Hinsey, wife of Norris Bruce Hinsey, hereinafter called "Grantees", of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED AND RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM and RELEASE, unto the said Paul Anderson, Jr. and Janet Anderson Hinsey, wife of Norris Bruce Hinsey, as her sole and separate property and estate all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

Starting at the N. W. Corner of Lot 14, Block 5, New City Block 211, in the City of San Antonio, Bexar County, Texas, go South along the West line of said lot 14 a distance of 104.24 feet to the point of beginning; then South 0° 10' 50" West a distance of 63.49 feet; then South 89° 49' 10" East a distance of .2 foot to a point of intersection with the West line of said Lot 14; then North along the said Lot 14; then North along the said West line of Lot 14 to the point of beginning. The above parcel containing 6.4 square feet, more or less.

together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the aforescribed premises unto the said Paul Anderson, Jr., and Janet Anderson Hinsey, their successors and assigns forever.

WITNESS MY HAND this [blank] day of [blank], 1963

CITY OF SAN ANTONIO

BY: [blank] Assistant City Manager

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared [blank], Assistant City Manager of the City of San Antonio, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of the City of San Antonio and in the capacity therein stated.

WITNESS MY HAND AND SEAL OF OFFICE this [blank] day of [blank]; A. D., 1963

NOTARY PUBLIC IN AND FOR BEXAR COUNTY, TEXAS

AN ORDINANCE 31203

APPROPRIATING THE SUM OF \$61,380.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT, FRESNO AND OLMOS PAVING PROJECT, LEON CREEK SEWER OUTFALL PROJECT AND AUTHORIZING THE TRANSFER OF THE SUM OF \$17,425.00 FROM GENERAL FUND ACCOUNT #09-04-15 TO STREET IMPROVEMENT BONDS, 1957, #479-10.

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

- 1. The sum of \$43,880.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:
a. \$28,480.00 payable to Stewart Title Company as escrow agent for Sally Wood Cain, et al, for title to Lots 72,73, 74 and 75, Block 12, New City Block 3495, being Parcel 351-4651.
b. \$6,700.00 payable to Stewart Title Company as escrow agent for Primitive M. Cisneros and Cebera H, Cisneros for title to Lots 13, 14, and 15, Block 36, New City Block 8074, being Parcel 598-4898.
c. \$4,200.00 payable to Stewart Title Company as escrow agent for Salome Vogt for title to lots 21 and 22, Block 31, New City Block 8069, being Parcel 569-4869.
d. \$4,500.00 payable to Stewart Title Company as escrow agent for Bernarda Aaltje Vink and Margaret Van Beekum for title to West One-half of Lot 27, Block 33, New City Block 8115, being Parcel 623-4923.
Copies of the Warranty Deeds on the aforementioned parcels are filed herewith and incorporated herein by reference for all purposes. Deeds to same will be in the name of the State of Texas pursuant to the Participation Agreement on this project between the City and the Texas Highway Department.
2. The sum of \$17,425.00 is hereby appropriated out of Street Improvement Bonds, 1957, #479-10 for acquisition of right of way for Fresno and Olmos Paving Project as follows:
a. \$9,500.00 payable to Guaranty Abstract & Title Company as escrow agent for Rose K. Gold for title to all of Lot 5, Block 55, New City Block 7107, being Parcel 5633.
b. \$1,345.00 payable to Guaranty Abstract & Title Company as escrow agent for Jose J. Rodriguez and Maria Rodriguez for title to the North 7.5 feet of Lots 3 and 4, Block 59, New City Block 7193, being Parcels 5639 & 5640.
c. \$545.00 payable to Guaranty Abstract & Title Company as excrow agent for Andres C. Gonzalez and Juanita R. Gonzalez for title to the North 7.5 feet of Lot 5, Block 59, New City Block 7193, being Parcel 5641.

d. \$745.00 payable to Guaranty Abstract & Title Company as escrow agent for E. A. Benfer and Mrs. Mary Benfer for title to the North 7.5 feet of Lot 5, Block 60, New City Block 7210, being Parcel 5651.

e. \$645.00 payable to Guaranty Abstract & Title Company as escrow agent for Milton M. McKeown and Evelyn I. McKeown for title to the South 7.5 feet of Lot 14, Block 64, New City Block 7194, being Parcel 5673.

f. \$595.00 payable to Guaranty Abstract & Title Company as escrow agent for Frank E. Bradley and Mary Frances Bradley for title to the South 7.5 Feet of Lot 13, Block 64, New City Block 7194, being Parcel 5674.

g. \$920.00 payable to Guaranty Abstract & Title Company as escrow agent for Hazel M. Crosthwait for title to the South 7.5 feet of Lot 12, Block 64, New City Block 7194, being Parcel 5675.

h. \$1,095.00 payable to Guaranty Abstract & Title Company as escrow agent for Evelyn McMillon and Raymond C. McMillon for title to the South 7.5 feet of Lot 11, Block 64, New City Block 7194, being Parcel 5676.

i. \$620.00 payable to Guaranty Abstract & Title Company as escrow agent for Vernon G. Tuller, Sr. and Novie Tuller for title to the South 7.5 feet of Lot 15, Block 63, New City Block 7209, being Parcel 5682.

j. \$745.00 payable to Guaranty Abstract & Title Company as escrow agent for Leonard Zittle and Leona Zittle for title to the South 7.5 feet of Lot 17, Block 62, New City Block 7217, being Parcel 5690.

k. \$670.00 payable to Guaranty Abstract & Title Company as escrow agent for H. L. DeVaney and Hazel Lee De Vaney for title to the South 7.5 feet of Lot 16, Block 62, New City Block 7217, being Parcel 5691.

Copies of the Sales Agreements and Warranty Deeds on the aforementioned parcels are filed herewith and incorporated herein by reference for all purposes.

3. The sum of \$75.00 is hereby appropriated out of Sewer Revenue Fund #204-02 for acquisition of right of way for Leon Creek Sewer Outfall payable to Alamo Title Company as escrow agent for B. T. Bennett and Helen S. Bennett for permanent and temporary easement over approximately 0.230 acres out of a 59.1 acre tract, being Parcel E-544. A copy of said easement agreement is filed herewith and incorporated herein by reference.

4. Transfer of the sum of \$17,425.00 from General Fund Account #09-04=15 to Street Improvement Bonds, 1957, #479-10 is hereby authorized.

5. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk

AN ORDINANCE 31204

AUTHORIZING AN AMENDMENT TO THE LEASE TO BRANIFF AIRWAYS, INC., ADDING THERETO THE LOCATION OF LESSEE'S RADIO COMMUNICATION FACILITIES.

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

1. The City Manager is authorized to execute an amendment (#6) to the lease contract dated January 1, 1958, between the City and Braniff Airways, Inc., to add thereto Lease Area #254, the location of Lessee's radio communication facilities.

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

3. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister
M A Y O R

Attest: James C. Kenny
Assistant City Clerk

SIXTH AMENDMENT TO LEASE

WHEREAS, a Lease dated January 1, 1958 was executed between the CITY OF SAN ANTONIO, a municipal corporation (hereinafter referred to as "Lessor"), and BRANIFF AIRWAY, INCORPORATED, an Oklahoma corporation (hereinafter referred to as "Lessee"), for certain premises, facilities and rights in connection with and on the San Antonio International Airport (hereinafter referred to as the "Airport"), and has been amended by five amendments (such Lease as so amended being referred to hereinafter as the "Lease"); and

WHEREAS, the parties hereto desire to further amend said Lease to provide for the leasing to Lessee of an area of land on the Airport for use for its radio communications facilities as provided for in Article 1-A-12 of said Lease;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee, under and subject to the terms and conditions of said Lease, an area of land on the northwest corner of the Airport, being the area on which Lessee's radio communications facilities are presently located and comprising approximately 14,100 square feet, as more specifically shown and outlined in red on the drawing attached hereto and made a part hereof as Exhibit A.
2. Said lease shall be effective as of January 1, 1963 and shall remain effective during the term of the Lease as set forth in Article II; provided however that it may be terminated by either party at the end of any calendar year by written notice to the other given not later than December 1 of such year.

3. The leased premises shall be used by Lessee only for the continued installation, operation and maintenance of its radio communications facilities, or for such other purposes as may be approved in writing by Lessor.
 4. The rental payable by Lessee to Lessor for the leased premises shall be \$133.33 per year, payable yearly in advance within 15 days after receipt by Lessee of Lessor's statement therefor, which shall be deemed to be a rental paid under Article III of the Lease for the purpose of renegotiation of the rentals and fees set forth in Article III, pursuant to the provisions of Article II.
 5. This lease cancels and supersedes the lease between the parties hereto dated September 11, 1941 covering a portion of the leased premises.
 6. As hereby and heretofore amended, said Lease dated January 1, 1958 shall remain in full force and effect.
- EXECUTED this 13th day of March, 1963.

Lessor: City of San Antonio

BY: David A. Harner
Assistant City Manager

Lessee: Braniff Airways, Incorporated
BY: Dan Hughes
Vice President.

An ordinance 31205

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEXAR COUNTY AND THE BEXAR COUNTY CHILD AND WELFARE BOARD TO PROVIDE A PROGRAM FOR CARE AND PROTECTION FOR DEPENDENT AND NEGLECTED CHILDREN IN BEXAR COUNTY FOR THE CALENDAR YEAR 1963.

* * * * *

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 Child Welfare Board to provide a program for care and protection for dependent and neglected children in Bexar County, for the Calendar Year 1963.
2. Said contract is attached hereto and incorporated by reference and made a part hereof.
3. PASSED AND APPROVED this 13th day of Marcy, 1963.

/s/ W. W. Mc Allister
M A Y O R

ATTEST: /s/ James C. Kenny
Assistant 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, 1962, and ending December 31, 1962, 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 to continue said Child Welfare Program, and

WHEREAS, THE Commissioners Court of Bexar County, Texas, has appropriated the sum of \$56,090 for the operation of a Child Welfare Program for the calendar year 1963, and

Now, therefore, the parties hereto, which include the County of Bexar, Texas, hereinafter referred to as County; 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 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 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 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, 1963, and ending December 31, 1963, 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 January 1, 1964.

IN WITNESS WHEREOF, this agreement has been duly executed by the County of Bexar on the 6th day of March, 1963; by the City of San Antonio, Texas, on the 14th day of March, 1963; and the Bexar County Child Welfare Board on the 14th day of March, 1963.

<p>ATTEST: James W. Knight Bexar County Clerk</p> <p>BY: G. Zuehl, Deputy</p> <p>BY: J. H. Inselmann City Clerk</p>	<p><u>COUNTY OF BEXAR</u></p> <p>BY: /s/ Charles W. Anderson County Judge</p> <p><u>CITY OF SAN ANTONIO</u></p> <p>BY: /s/ B. J. Shelley City Manager</p> <p><u>BEXAR COUNTY CHILD WELFARE BOARD</u></p> <p>BY: /s/ A. L. Baeza Chairman</p>
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AN ORDINANCE 31206

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE COUNTY OF BEXAR TO PROVIDE FOR DISTRIBUTION OF SURPLUS COMMODITIES TO PAUPERS OF BEXAR COUNTY FOR ONE YEAR COMMENCING JANUARY 1, 1963 AND TERMINATING DECEMBER 31, 1963.

* * * * *

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

- 1. The City Manager is hereby authorized to enter into and contract with Bexar County to provide for the distribution of surplus commodities to paupers of Bexar County for one year, commencing January 1, 1963, and terminating December 31, 1963.
- 2. Said contract is attached hereto and incorporated by reference and made a part hereof.
- 3. PASSED AND APPROVED this 13th day of March, 1963.

<p>ATTEST: James C. Kenny, Assistant City Clerk</p>	<p>W. W. McAllister MAYOR</p>
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STATE OF TEXAS |
 |
COUNTY OF BEXAR |

AGREEMENT

WHEREAS, the Commissioners Court of Bexar County, Texas, under and by virtue of Section II, Article 2351, V. A. T. S., is charged with the duty of providing for the support of paupers who are residents of this County and are unable to support themselves; and

WHEREAS, the Commissioners Court is further empowered by Section 17 of said Article 2351 to create a fund to be used in cooperation with the United States Department of Agriculture for the distribution of surplus commodities to persons in need of assistance; and such section further provides (Paragraph D) that Commissioners Court may cooperate with any incorporated city within its boundaries on such conditions and requirements regarding the distribution of such surplus commodities as may be promulgated by such Commissioners Court; and

WHEREAS, it is the desire of the Commissioners Court to perform such duty as efficiently, effectively and economically as possible; and

WHEREAS, the County has set aside the sum of \$36,000.00 in its 1963 budget to carry on such work; and

WHEREAS, the City of San Antonio, an incorporated City within the County of Bexar, has heretofore created and presently has in operation an agency of its government whose duties are to distribute surplus commodities to qualified and needy persons within the City of San Antonio; that such agency is staffed with competent administrators and social workers and maintains records to prevent wasteful duplications in the distribution of its supplies and to assure, as far as possible, the giving of assistance only to those qualified, resident, needy persons eligible for it; and

WHEREAS, it is the opinion of the Commissioners Court of Bexar County that the administration of the distribution of surplus commodities by, through and under one agency is the most economical and practical method available; and that a county-wide surplus commodities distribution program will be of the greatest benefit to all concerned;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That this agreement and contract by and between the County of Bexar, acting by and through its duly elected, qualified and authorized County Judge Charles W. Anderson, hereinafter called the County, and the City of San Antonio, a duly incorporated city of Texas, acting by and through its duly appointed, qualified and authorized City Manager, B. J. Shelley, hereinafter called the City,

WITNESSETH:

1. That the terms of this contract shall begin on January 1, 1963, and terminate on December 31, 1963, unless otherwise terminated or extended as herein provided.

2. The City agrees to furnish services in the administration of surplus commodities in cooperation with United States Department of Agriculture and the Texas State Department of Public Welfare to indigent and needy residents of Bexar County who live outside the corporate limits of the City of San Antonio, who shall qualify for assistance and be eligible to receive the surplus commodities by such rules, standards, and qualifications as may apply to the applicant involved; and in this connection, the rules, standards and qualifications promulgated by the Texas State Department of Public Welfare for rural residents, families or communities shall be used when applicable.

3. The City will furnish quarters, administration (which shall include all expenses of overhead and operations), case workers and labor for the distribution of surplus commodities throughout the entire county. However, where any assistance other than surplus commodities may be sought, the City is not obligated to furnish same outside of the City Limits.

4. The City will submit to the County Commissioners Court, in case of the office of the County Auditor, regularly each month, a report specifying the amount of commodities issued and the number of individuals and families residing in Bexar County, outside the City of San Antonio, who have received surplus commodities during the month.

5. The City shall submit a regular monthly statement for the services rendered by it for that month under this contract and the County shall reimburse the City in the amount of \$3,000.00 per month within ten days following the receipt of said statement.

6. The public Assistance Advisory Board will hereafter be known and designated as the City-County Public Assistance Advisory Board.

7. The County may appoint one official representative from each Commissioner's Precinct to said City-County Public Assistance Advisory Board who shall serve as a member of said Board for the duration of this contract, or any lesser term as may be directed by the Commissioners' Court.

8. The County shall have the right at all reasonable times to inspect the premises and operations of the distribution and administration under this contract by designating and authorizing an official representative to make any physical inventory of the surplus commodities and supplies on hand for the purpose of auditing, accounting, or as otherwise directed by the Court, insofar as same pertains to County business, and the City agrees to cooperate fully at all times with such representatives of the County and to allow the inspection, inventory, or auditing requested.

9. This contract may be extended for an additional year upon the mutual agreement of the parties. Representatives of both City and County shall confer during the first week of June, 1963, to decide upon whether any extension is desirable, and, if so, any modifications or adjustments necessary. Any matter pertaining to the financial conditions of this contract shall be submitted in sufficient time to be considered during the City's preliminary budget hearing.

10. This contract may be terminated by either party upon written notice given in advance by one to the other. Notice shall state the exact date of the termination of the services, and the City shall be bound to furnish all services to which it is obligated under this agreement through such date, and the County shall be obligated to pay the agreed compensation or reimbursement for such service through such date.

11. The agreements, conditions and terms of this contract shall, in every case, apply to, be binding upon and inure to the benefit of the parties hereto and their successors in office for its duration the same as if the successors were specifically named herein.

IN WITNESS WHEREOF, this Agreement has been duly executed by the County of Bexar on this 6th day of March 1963, and by the City of San Antonio on this 14th day of March, 1963, by the undersigned, authorized officials.

COUNTY OF BEXAR

BY: Charles W. Anderson, County Judge

ATTEST: James W. Knight
County Clerk
Bexar County, Texas

CITY OF SAN ANTONIO

BY: B. J. Shelley, City Manager

BY: A. Zuehl
Deputy

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31207

AUTHORIZING EXECUTION OF A LEASE OF SPACE IN THE TERMINAL BUILDING AT INTERNATIONAL AIRPORT TO MEYERS SALES & SERVICE, INC.

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

- 1. The City manager is authorized to execute a lease of space (Lease Area 30-42) in the Terminal Building at San Antonio International Airport to Meyers Sales & Service, Inc.
- 2. A copy of said lease is attached hereto and incorporated herein for all purposes.
- 3. PASSED AND APPROVED this 13th day of March, 1963.

W. W. McAllister,
MAYOR

ATTEST: James C. Kenny,
Assistant City Clerk

LEASE NO. 30-42

SAN ANTONIO, INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS |
 |
COUNTY OF BEXAR |

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texar Municipal Corporation, acting by and through David Harner, its Assistant City Manager, pursuant to Ordinance No. 31207, adopted March 13, 1963, (hereinafter called "Lessor"), and Meyers sales and Service, Inc., a corporation incorporated under the laws of the State of Texas, (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: Room 114 in Main Terminal Bldg.
- B. Ground:

2. BASE RENTAL

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

<u>PREMISES</u>	<u>Sq. Ft.</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
A. Building:	263	\$ 3.85	\$1,012.55	\$84.38
B. Ground				

plus or minus the amount of any adjustment resulting from the application of Standard Provision 2 of Exhibit I hereto.

3. TERM

The term of this lease shall be for the one (1) year period beginning March 16, 1963.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other: Office for aircraft sales and for rental and charter of aircraft.

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$20,000.00 for one and \$40,000.00 for one accident for personal injuries and \$5,000.00 for property damage liability. Such insurance policy shall be carried in a responsible 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 alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or 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 indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

The Standard Provisions and Covenants set forth in Exhibit 1, attached hereto, are

3. In the event this lease is terminated on any date other than the end of a calendar year, the statement and additional payment (if any) for such incomplete year required by this paragraph shall be submitted with sixty (60) days after the date of such termination.

4. A Lessee whose total annual gross receipts do not exceed \$75,000 may submit such statement with an affidavit by him (or principal officer, if a corporation) as to its correctness, without certification by a Certified Public Accountant.

5. The said reports (or statements) shall be submitted on forms prescribed by Lessor.

D. AUDIT.

For the purposes of determining accuracy of reporting gross receipts, Lessor may make a spot test audit and base its findings for the entire period upon such spot test, provided, however, that such a spot test shall include at least twenty-five percent of the total time of the period being audited.

In addition Lessor shall have the right during any one calendar year of this Lease to authorize one audit of Lessee's records pertaining to its operation on the Airport. Such audits shall be undertaken by a reputable firm of independent Certified Public Accountants, satisfactory to Lessor. The cost of such audit shall be borne one-half by Lessee and one-half by Lessor, unless results of such audits reveal a discrepancy of more than five percent between gross receipts reported in accordance with this Paragraph D and the gross receipts as determined by audit for any twelve-month period. In case of such discrepancy the full cost of the audit shall be borne by Lessee.

2. ADJUSTMENTS IN RENTAL RATES

A. Beginning January 1, 1962, and annually thereafter during the term of this lease, renewal or extension of said 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. Department of Labor, for AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING and WHOLESALE 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:

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

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 30 of the calendar year immediately preceding the adjustment date. All index figures used must be final.

B. Provided, however, that in the event the adjusted rental rate reaches an amount which is a variation of as much as 25% from the base rental rate, the rentals to be paid under this lease may be the subject of renegotiation at the end of any calendar year at the option of either party. In such event, notice of the exercise of this option, if such be done, shall be given in writing to the other party on or before the last day of that calendar year. During such renegotiation period the new adjusted rental rate shall apply. If renegotiation does not result in agreement on or before the 60th day after such notice was given, either party hereto may terminate this lease upon 30 days' written notice to the other.

C. The base rental rate(s) shall be understood to be the rental rate(s) set forth in this agreement (Par. 2, page 1); the adjusted rental rate(s) shall be understood to mean such base rental rates plus or minus any increase or decrease computed according to the formula set out in Paragraph A above.

D. 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 granting of this lease, and shall be redefined to the mutual satisfaction of both Lessee and Lessor in the event of change in form and/or bases of indices.

E. 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 100.5; the common average of the two averages for the twelve months ending September 30, is 101.9. All calculations to determine increases shall use this common average as the denominator (b) in the formula in Paragraph A above.

3. USE(S) OF PREMISES:

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

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

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

(1) Lessee will maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practice and at least equal in appearance and character to other similar improvements on said Airport. In this connection, Lessee will keep the structure(s) on the leased premises painted and in good repair, and will keep grass mowed.

(2) Exhibit 3 attached hereto and incorporated herein, lists equipment and fixtures owned by Lessor located on the leased premises. Lessee shall maintain such items in good working order, subject only to normal wear and tear. Any replacement of any of such items during the term of this lease shall be at Lessee's expense.

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 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, except that Lessee may temporarily deposit same on the leased premises in connection with the collection and removal thereof.

H. INDEMNITY:

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

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

Lessee will at all times, furnish good, prompt and efficient 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.

L. HOLDING OVER:

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

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act.
- D. The appointment of a receiver of Lessee's assets.
- E. Any assignment of Lessee's assets for the benefit of creditors.

F. The taking of Lessee's 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 with 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.

6. FIELD USE CHARGES

A. The fuel flowage fees to be paid by Lessee (fixed base operator) TO THE City of San Antonio, on fuel delivered to Lessee at Airport shall be the amount per gallon, now or hereafter established by City ordinance. The Lessee (and its tenants and sub-lessees, if any) agree to keep accurate books, records and accounts of the purchase and sale of aircraft fuel delivered to it on the Airport premises and sold to various customers by the Lessee and its tenants and sub-lessees. Lessee further agrees that it and its tenants and sub-lessees shall furnish monthly statements, certified by the various suppliers, as to the amount of aircraft fuel delivered to the demised premises. Such monthly statements shall be submitted by the 10th of the month following delivery. Nothing contained in this lease 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 Airport.

B. 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) bases 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, his 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.

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the Development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall not be held liable therefor.

9. REPLACEMENT AFTER DAMAGE

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

10. GENERAL

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

AN ORDINANCE 31208

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. 1814)

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

z Lots 10 and 11, NCB 11379

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 20th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31209

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. Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLANT, 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. 1835)

The rezoning and reclassification of property from "J" Commercial and Temporary "A" Residence District to "F" Local Retail District Listed below as follows:

Lot 4, NCB 12191

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as amade 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 andthe same are available and open to the public for inspection.

4. PASSED AND APPROVED this 20th day of March, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31210

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. 1836)

The rezoning and reclassification of property listed below as follows:

That portion of Lots 11, 12, and 13, NCB 13198 inside the City of San Antonio, from "A" Residence District to "D" Apartment District; Lot 1, NCB 13198 and Lot 1, NCB 13197 from "A" Residence District to "F" Local Retail District; That portion of Lot 2, NCB 12198 inside the City of San Antonio from "A" Residence District to "JJ" Commercial District; and That portion of Lots 2, and 3, NCB 13197 inside the City of San Antonio from "A" Residence District to "JJ" Commercial District.

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

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

4. PASSED AND APPROVED this 20th day of March, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31211

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:

The rezoning and reclassification of property listed below as follows:

Lot 41, NCB 11716 from "B" Residence District to "E" Office District; and lot 42, NCB 11716 from "B" Residence District to "F" Local Retail District.

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

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

4. PASSED AND APPROVED this 20th day of March, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselman
City Clerk

AN ORDINANCE 31212

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. 1861)

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

Lot 7, NCB 10876

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 20th day of March, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31213

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. 1831)

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

Lot 18, NCB 10612

2. That 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 20th day of March, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31214

ACCEPTING THE LOW BID OF CENTRAL MOVING & STORAGE, INC., FOR THE TRANSPORTING OF VOTING MACHINES.

* * * * *

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

1. The attached low bid of Central Moving & Storage, Inc., for the transporting of voting machines is hereby accepted.

2. The Invitation for bids and the Bid constitute the contract for the transporting of voting machines, all of which are attached hereto and made a part hereof.

3. PASSED AND APPROVED this 20th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31215

AUTHORIZING THE RENTAL OF VOTING MACHINES FROM THE COUNTY OF BEXAR AT THE RATE OF \$20.00 PER MACHINE.

* * * * *

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

1. The rental of voting machines from the County of Bexar to be used in the April 2, 1963 Election and for a Run-Off Election on April 16, 1963, if necessary, at the rate of \$20.00 per machine is here Authorized; all in accordance with the Order of Commissioners Court of Bexar County passed on February 20, 1963.

2. Payment for the rental of said Machines shall be made from Account no. 03-02-01, Code 2-10.

3. PASSED AND APPROVED this 20th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31216

APPOINTING OFFICIALS OF ELECTION FOR APRIL 2, 1963.

* * * * *

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

1. That the persons whose names appear on the schedule marked Exhibit "A" attached hereto and made a part hereof, be and the same are hereby slected, elected and appointed to be election officers to act in the capacity specified to hold the election of the 2nd day of April, 1963, at the voting places in the precincts in the City of San Antonio fixed and established, said voting places being specified in the Proclamation and Notice of Election on the 27th day of February, A. D., 1963.

2. Said Election officers shall conduct the election as prescribed by the Revised Statutes of the State of Texas and the Charter of the City of San Antonio, Texas.

3. PASSED AND APPROVED this 20th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

PRECINCT NO. 1

P. J. Clerk	Mrs. Corrine Gonzales	323 S. Laredo
Clerk	Mrs. Sarah Hayer	442 Dwyer
Clerk	Mrs. Josephine Kingston	121 City
Clerk	Mrs. Theresa Curtis	315 Dwyer

PRECINCT NO. 2

P. J. Clerk	Mrs. A. G. Pickard	204 W. Cevallos
Clerk	Mrs. Tomasa J. Cuellar	327 Simon
Clerk	Mrs. R. L. Fitzsimon	1610 S. Flores
Clerk	Mrs. Isabel Mendoza	310 Simon

PRECINCT NO. 3

P. J. Clerk	Mrs. Ruth Neal	398 E. Franciscan
Clerk	Mrs. Mary Dove Vincius	420 W. Baylor
Clerk	Mrs. Lora B. Nell	223 Tipton
Clerk	Mrs. Myrtle McConnell	515 W. Lubbock
Clerk	Mrs. Ruby Utterback	302 Givens
Clerk	Mrs. Magdalena Garza	816 Saldana

PRECINCT NO. 4

P. J. Clerk	Mrs. Pearl Rutherford	110 Custer
Clerk	Mrs. Myrtle Randolph	214 E. Hafer
Clerk	Mrs. Lydia Herrera	1 Lorraine
Clerk	Mrs. Clarence Sievers	153 Kaine
Clerk	Mrs. Josie Peralta	204 E. Hafer

PRECINCT NO. 5

P. J. Clerk	Mrs. Georgia Meehan	231 Laclede
Clerk	Mrs. Lillie Tejada	730 Pleasanton Road
Clerk	Mrs. Evangaline Gonzales	334 W. Harlan
Clerk	Mrs. E.L. Truelson	206 W. Harlan

PRECINCT NO. 6

P. J.	Mrs. Pat Pritchett	511 Pacific
Clerk	Mrs. Barbara Hollenbeck	515 Pacific
Clerk	Mrs. Carlin M. Oats	419 Pacific
Clerk	Mrs. Martha Bueno	3206 Mission Rd.

PRECINCT NO. 7

P. J.	Mrs. Madeline Misner	434 Gerald
Clerk	Mrs. Florence McMahon	250 E. Mayfield
Clerk	Mrs. Ella Moehle	434 E. Gerald
Clerk	Mrs. Stella Lewis	210 Tennessee

PRECINCT NO. 8

P. J.	Mrs. Adolph Karnei	213 W. Hart
Clerk	Mrs. Martha Baker	210 W. Hart
Clerk	Mrs. Lula Hunter	616 Stonewall
Clerk	Mrs. Betty M. Perry	216 W. Hart
Clerk	Mrs. Estella Castro	122 Humboldt
Clerk	Mr. Cardulo Martinez	1329 Brighton

PRECINCT NO. 10

P. J.	Mrs. Sarah Stone	751 Cavalier
Clerk	Mrs. Katie Boenig	839 Cavalier
Clerk	Mrs. Oscar Lawson	919 Jennings
Clerk	Mrs. Alma Hawkes	335 Ellena Claire

PRECINCT NO. 11

P. J.	Mrs. Alma Lamm	346 Barrett Place
Clerk	Mrs. Mattie Mitchell	302 Barrett Place
Clerk	Mrs. Goergia Hovat	358 Barrett Place
Clerk	Mrs. Beatrice Benevides	442 Barrett Place

PRECINCT NO. 12

P. J.	Mrs. Sophie Maly	2427 S. Brazos
Clerk	Mrs. Tillie Lagier	115 Wingate
Clerk	Mrs. Diana Lewis	418 Floyd
Clerk	Mrs. Mary Kallus	2311 S. Brazos
Clerk	Mrs. Lydia Martinez	705 Colima

PRECINCT NO. 13

P. J.	Mrs. Ella Mac Donald	1511 Durango
Clerk	Mrs. Concepcion Sanchez	119 W. Comal
Clerk	Mrs. Nancy Vasquez	1319 San Luis
Clerk	Mrs. Gregoria Duran	1418 Monterey

PRECINCT NO. 14

P. J.	Mrs. Anita Doria	2210 San Luis
Clerk	Mrs. Paula Barrera	2112 San Fernando
Clerk	Mrs. Eunice Segovia	623 N. Navidad
Clerk	Mrs. Susie De La Cruz	621 S. Navidad
Clerk	Mrs. Juanita Zamora	2108 S. San Fernando

PRECINCT NO. 15

P. J.	Mrs. Rudolph Martinez	2023 S. San Jacinto
Clerk	Mrs. Anita J. Ybarra	918 Montezuma
Clerk	Mrs. Dora Ibarra	1908 Colima
Clerk	Mrs. Aurora Camacho	416 Jean
Clerk	Mrs. Sarah Neri	914 Colima

PRECINCT NO. 16

P. J.	Mrs. Lydia J. Donovan	702 Brady
Clerk	Mrs. Guadalupe Garcia	118 Osage St.
Clerk	Mrs. Mary Cruz	2203 Beechaven
Clerk	Mrs. Gladys Trevino	243 Doris
Clerk	Mrs. Guadalupe Maldonado	829 Merida

PRECINCT NO. 17

P. J.	Mrs. Amelia Salazar	2204 Colima
Clerk	Mrs. Oliva Ortega	1220 Nuevo Leon
Clerk	Mrs. Ramona Guerrero	1211 S. Zarzamora
Clerk	Mrs. Dolores Ibarra	2123 Tampico
Clerk	Mrs. Ofelia Garcia	326 Cupples Rd.

PRECINCT NO. 18

P. J.	Mrs. Mary Sarro	213 S. Spring
Clerk	Mrs. Mary P. Sosa	2902 Monterrey
Clerk	Mrs. Gus Bertetti	2511 Monterrey
Clerk	Mrs. Rebecca Gonzales	2902 Monterrey
Clerk	Mrs. J. T. Hall, Sr.	115 S. Spring

PRECINCT NO. 19

P. J.
Clerk
Clerk
Clerk

Mr. Arthur Beck
Mr. Roy Ransom
Miss Laura Lambkin
Mrs. Taska Matthews

Robert E. Lee Hotel
403 N. Main
102 Upson
231 Jackson

PRECINCT NO. 20

P. J.
Clerk
Clerk
Clerk

Mrs. Emilia Englehardt
Mrs. Helen B. Gay
Mrs. Mary R. Perez
Mrs. Louis Cortinas

1115 N. Smith
641 Leal
1800 W. Travis
1106 N. Smith

PRECINCT NO. 21

P. J.
Clerk
Clerk
Clerk
Clerk
Clerk

Mrs. Belle Vettors
Mrs. Ampora Alvarado
Mrs. Mary Rodriguez
Mrs. Ethel Burkholder
Miss Christella Moreno
Mrs. Isabel Lozano

703 Rivas
2614 W. Travis
314 N. San Jacinto
2714 W. Travis
2614 W. Travis
701 N. San Jacinto

PRECINCT NO. 22

P. J.
Clerk
Clerk
Clerk
Clerk

Mrs. Lena Schmitt
Mrs. F. R. Erlich
Mrs. Guillerma Lopez
Mrs. Elvira Subira
Mrs. Josephine Felix

1834 Arbor
1819 Leal
3418 W. Houston
1624 Leal
1607 Leal

PRECINCT NO. 23

P. J.
Clerk
Clerk
Clerk
Clerk

Mrs. L. E. Fuller
Mrs. Edna B. Huegele
Mrs. Ruby A. Tolle
Mrs. Hazel Boothe
Mrs. Marie Craig

3015 Perez
3010 Perez
1727 Delgado
1518 N. W. 24th
2204 Leal

PRECINCT NO. 24

P. J.
Clerk
Clerk
Clerk
Clerk

Mrs. Ninfa Guerrero
Mrs. Edith Estrada
Mrs. Maria E. Tenoria
Mrs. Enriquetta Rangel
Mrs. Eularlia Huerta

507 S. Gen. McMullen
167 Mascasa
1146 Jewett
629 S. McMullen Drive
410 S. San Augustin

PRECINCT NO. 25

P. J.
Clerk
Clerk
Clerk
Clerk
Clerk

Mrs. Ludwina Boykin
Mrs. M. F. Boykin
Mrs. Alvin G. Padilla
Mrs. Carmen Casillas
Mrs. Maria A. Lee
Mrs. Janie R. Rodriguez

3915 Flagle
3915 Flagle
126 Willee Drive
127 Manning
1043 N. W. 36th
675 Aurora

PRECINCT NO. 26

P. J.
Clerk
Clerk
Clerk

Mrs. Clara Arnold
Mrs. Imogene Clanton
Mrs. Flora Frazier
Mrs. Willie Mae Nichols

1814 Waverly
701 Rouse
1934 Texas
2034 Kentucky

PRECINCT NO. 27

P. J.
Clerk
Clerk
Clerk
Clerk

Mrs. Alice Doolittle
Mrs. Florence Currie
Mrs. Thora Meyer
Mrs. Adolph Ahrens
Mrs. Maria Trevina

937 Waverly
1236 Waverly
1239 Kentucky
1035 Culebra
722 Texas Ave.

PRECINCT NO. 28

P. J.
Clerk
Clerk
Clerk
Clerk

Mrs. Lillian Klaus
Mrs. Nancy Ann Paris
Mrs. Johanna Pheiffer
Mrs. Ada Marckley
Mrs. Joe Guajardo

1823 W. Poplar
1651 W. Laurel
625 Texas
2007 N. Sabinas
1831 W. Poplar

PRECINCT NO. 29

P. J.
Clerk
Clerk
Clerk

Mrs. Emma Fischer
Mrs. Mary Warden
Mrs. Amanda Clonan
Mrs. Delta Melton

517 W. Laurel
618 Maverick
216 W. Dewey
725 W. Poplar

PRECINCT NO. 30

P. J.
Clerk
Clerk
Clerk

Mrs. Cora Kush
Mrs. Catherine M. Kennedy
Mrs. Elena Sanchez
Mrs. George Kush

922 E. Elmira
327 E. Elmira
605 Camden
922 E. Elmira

PRECINCT NO. 31

P. J.	Mrs. Agnes Hughes	307 E. Myrtle
Clerk	Mrs. Annie Lou Johnston	734 E. Ashby
Clerk	Mrs. Annie Cunniff	1023 E. Euclid
Clerk	Miss Mary Cunniff	1023 E. Euclid

PRECINCT NO. 32

P. J.	Mrs. Juanita Tandy	300 E. Lullwood
Clerk	Mrs. Edna V. Miller	336 E. Lullwood
Clerk	Mrs. W. J. Bryan	223 E. Craig
Clerk	Mrs. Delia Rivas	2511 N. St. Mary's
Clerk	Mrs. C. Jack Carlisle	421 E. Hildebrand

PRECINCT NO. 33

P. J.	Mrs. Bertha R. Tacquad	123 Cincinnati
Clerk	Mrs. Morgan Walker	124 Cincinnati
Clerk	Miss Effie Kinny	819 W. French
Clerk	Mrs. Lorene Hale	1015 W. Russell

PRECINCT NO. 34

P. J.	Mrs. Elizabeth E. Krough	112 Agarita
Clerk	Mr. Herbert P. Stinson	315 W. Agarita
Clerk	Miss Marguette O'Hair	112 W. Mulberry
Clerk	Mrs. Gertrude Hall	112 W. Norwood
Clerk	Mrs. Kay McGary	124 W. Norwood

PRECINCT NO. 35

P. J.	Mrs. A. L. Schindler	602 W. Huisache
Clerk	Mrs. George Taft, Jr.	411 W. Craig
Clerk	Mrs. Bessie Sprinkle	417 W. Craig Place
Clerk	Mrs. Ellendee Schiber	510 W. Agarita
Clerk	Mrs. Katty de la Rosa	430 W. Magnolia

PRECINCT NO. 36

P. J.	Mrs. Harry Melton	1910 W. Woodlawn
Clerk	Mrs. Rose Collins	2201 N. Calaveras
Clerk	Mrs. A. S. Shackelford	1929 W. Mistletoe
Clerk	Mrs. Amy Maddox	341 Cincinnati
Clerk	Mr. E. H. Maddox	341 Cincinnati

PRECINCT NO. 37

P. J.	Mrs. Mamie Sultenfuss	1618 W. Summit
Clerk	Mrs. Lillie C. Nolan	1418 W. Lynwood
Clerk	Mrs. Beatrice Harper	1926 W. Mulberry
Clerk	Mrs. Grover C. Morris	1800 W. Summit
Clerk	Mrs. Helen Hernandez	2021 W. Mulberry

PRECINCT NO. 38

P. J.	Mrs. Ramah H. Badger	639 W. Agarita
Clerk	Mrs. Alvina Stohl	631 W. Gramercy
Clerk	Mrs. Mamie Singer	402 W. Elsmere
Clerk	Mrs. Arthur Schell	749 Lynwood

PRECINCT NO. 39

P. J.	Mrs. Helen Steubing	1114 W. Hildebrand
Clerk	Mrs. Alice Kinser	1502 Michigan
Clerk	Mrs. Myrtle Rittiman	1122 W. Hildebrand
Clerk	Mrs. Cora Huckaba	1110 W. Lynnwood

PRECINCT NO. 40

P. J.	Mrs. Lily Binder	1722 W. Hildebrand
Clerk	Mrs. Hilda Mueller	1646 W. Hollywood
Clerk	Mr. Michael Binder	1722 W. Hildebrand
Clerk	Mr. Warren Smith	1731 W. Hildebrand
Clerk	Mrs. Ernestine Golibart	1910 San Francisco

PRECINCT NO. 41

P. J.	Mrs. Francis White	118 Ligustrum Drive
Clerk	Mrs. C. L. Bennett	1278 Bandera
Clerk	Mrs. Elizabeth R. Koenning	1278 Bandera
Clerk	Mrs. Ruby Lee	1340 Donaldson

PRECINCT NO. 42

P. J.	Mrs. Minnie Pitts	2026 Sacramento
Clerk	Mrs. Minnie Lee Cockrell	2234 Fresno
Clerk	Mrs. J. N. Hawkins	2120 Santa Anna
Clerk	Mrs. Hazel R. Miller	2306 Fresno Drive
Clerk	Mrs. Inez Gorrell	2032 Clower

PRECINCT NO. 43

P. J.

PRECINCT NO. 43

P. J.
Clerk
Clerk
Clerk

Mrs. Alden Pitts
Mrs. Winifred Schultz
Mrs. Judy McQueen
Mrs. Fern Aldrich

1802 Fresno
1722 Edison
1611 Lee Hall
1407 Santa Monica

PRECINCT NO. 44

P. J.
Clerk
Clerk
Clerk

Mrs. Edna Brown
Mrs. Benn F. Weber
Mrs. Irene Brown
Mr. Garfield Zumberge

330 E. Crockett
Menger Hotel
330 E. Crockett
330 E. Crockett

PRECINCT NO. 45

P. J.
Clerk
Clerk
Clerk
Clerk

Mrs. John K. Kight
Mrs. Erna Koepp
Mr. Harry Warnke
Mrs. E. M. Dunkin
Mrs. Harley Coons

616 E. Olive
815 Dawson
600 St. James St.
509 N. Monumental
2000 E. Houston

PRECINCT NO. 46

P. J.
Clerk
Clerk
Clerk

Mrs. Martha Spohn
Mrs. Norma Baumann
Mrs. Rose Ploch
Mrs. Mary Jane Bragg

1933 E. Commerce
2218 E. Houston
1038 Gibbs
1635 Nolan

PRECINCT NO. 47

P. J.
Clerk
Clerk
Clerk

Mrs. Gwendolyn Jackson
Mrs. Lizzie Thompson
Mrs. Corrine Bell
Mrs. Jewel Walker

1735 Hays St.
1638 Burnett
1505 Burnett
1428 Hays

PRECINCT NO. 48

P. J.
Clerk
Clerk
Clerk
Clerk

Mrs. E. C. Rapp
Mrs. W. O. Self
Mrs. Lee Salazar
Mr. John C. Wondrak
Mrs. W. O. Self

1011 Burleson
1019 St. James St.
1022 Nolan
811 Lamar
1019 St. James

PRECINCT NO. 49

P. J.
Clerk
Clerk
Clerk

Mrs. Lillian Gordan
Mrs. Tillie Shultz
Mrs. Dorothy Camina
Mr. Roy C. Gordan

301 Stafford
611 Mason
310 Calhoun
301 Stafford

PRECINCT NO. 50

P. J.
Clerk
Clerk

Mrs. Virginia Bonaminia
Mrs. Mabel Staricha
Mrs. A. J. Simoneaw

825 E. Grayson
255 Cunningham
321 Brahan

PRECINCT NO. 51

P. J.
Clerk
Clerk
Clerk
Clerk

Mrs. Ruth Simmang
Mrs. Johanna Besch
Mrs. William H. Becker
Col. H. B. Gibson
Co. L. S. Woods

310 Carnahan
2114 E. Hildebrand
540 Queen Anne
347 Parland
106 Medford

PRECINCT NO. 52

P. J.
Clerk
Clerk
Clerk

Mr. J. C. Oslin
Mrs. I. H. Skipper
Mrs. Gertrude Widemann
Mrs. Viola Luckenbach

658 E. Woodlawn
638 E. Woodlawn
116 Princess Pass
729 E. Woodlawn

PRECINCT NO. 53

P. J.
Clerk
Clerk
Clerk
Clerk

Mrs. J. C. Hayes
Mrs. Virginia Dunaway
Mrs. Ben Roberts
Mrs. Elsie Wolfe
Mrs. Louise Hester

734 Elmwood
503 McIlvaine
646 Fresno
503 Hermosa
623 McIlvaine

PRECINCT NO. 54

P. J.
Clerk
Clerk
Clerk

Mrs. Albert Barstis
Mrs. Roma A. Mason
Mrs. Frieda Dreyer
Mrs. L. Purvis

1002 Chevy Chase
830 Chevy Chase
606 Robinhood
714 Nottingham

PRECINCT NO. 55

P. J.
Clerk
Clerk
Clerk
Clerk

Mrs. Mabel Miller
Mrs. Jean Craig
Mrs. Elizabeth Ellington
Mrs. Imogene Farquhar
Mrs. Rose C. Mitchell

135 Knibbe Rd.
418 Robinhood
207 Tophill
155 Birghtwood
330 Robinhood

PRECINCT NO. 56

P. J.	Mrs. Agnes Fritz	329 South St.
Clerk	Mrs. Josephine Tuttle	711 Matagorda
Clerk	Mrs. Jeanette Rodriguez	201 Victoria
Clerk	Mrs. Rose Villegas	323 South
Clerk	Mrs. Rosaura Aldana	142 South

PRECINCT NO. 57

P. J.	Mrs. Margaret Mainz	328 Montana
Clerk	Mrs. Corine Ketchum	624 Hoefgen
Clerk	Mrs. Edna Mumme	309 Montana
Clerk	Mrs. John Maron	120 Shadrach
Clerk	Mrs. Ruby Taylor	109 Fairfax

PRECINCT NO. 58

P. J.	Mr. Charles H. Degan	1802 E. Commerce
Clerk	Mrs. Orloff L. Bowen	1142 Virginia
Clerk	Mrs. Cecelia Metzger	1515 Virginia
Clerk	Mrs. Katherine Decker	1719 Nebraska St.

PRECINCT NO. 59

P. J.	Mrs. Blanch Lewis	222 G. Street
Clerk	Mrs. Beatrice Ramirez	2415 Wyoming
Clerk	Mrs. Celia Coan	835 Porter
Clerk	Mrs. Thelma Miller	335 Vine
Clerk	Mrs. Florence Pittman	1215 Westfall

PRECINCT NO. 60

P. J.	Mrs. Annie Schaunleffel	1024 S. New Braunfels
Clerk	Mrs. Elvira Mullins	1415 S. Palmetto
Clerk	Mrs. Mary Neill	947 Denver Blvd.
Clerk	Mrs. Annie Threadgill	914 Denver Blvd.
Clerk	Mrs. Lillie Chaney	1020 A Denver Blvd.

PRECINCT NO. 61

P. J.	Mrs. Mollie Sauermilch	501 Indiana
Clerk	Mrs. Hazel Bull	725 Carolina
Clerk	Mrs. Edda Fischer	800 Delaware
Clerk	Mr. Richard Mustle	522 Indiana St.
Clerk	Mrs. Minnie Gonzalez	927 Delaware

PRECINCT NO. 62

P. J.	Mr. Walter Hilt	115 Iowa
Clerk	Mrs. W. D. Stubblefield	119 Delaware
Clerk	Mrs. Clara Stuebben	110 Delaware
Clerk	Mrs. Hattie Curcoe	303 Delaware

PRECINCT NO. 63

P. J.	Mrs. Catherine Seideman	215 Mission St.
Clerk	Mrs. Elsa Kinder	338 Madison
Clerk	Mrs. Ruth Altmann	1019 S. St. Mary's
Clerk	Mr. Carl Peterson	311 Mission

PRECINCT NO. 64

P. J.	Mrs. Lydia W. Kleid	123 Panama
Clerk	Mrs. Lillian Walker	142 Panama
Clerk	Mrs. Helen B. Piper	143 Fern Ct.
Clerk	Mrs. Caroline Schmidt	120 Jacobs

PRECINCT NO. 65

P. J.	Mr. C. Earl Fiscus	1020 Rigsby
Clerk	Mrs. Hattie Harlos	1130 Rigsby
Clerk	Mr. Silar Mahavier	1229 Drexel Ave.
Clerk	Mrs. Bessie Bartholomae	310 Kayton
Clerk	Mrs. Myrtle Fiscus	1020 Rigsby

PRECINCT NO. 66

P. J.	Mrs. Frances Weldon	238 Astor
Clerk	Mrs. Henrietta Guerra	410 Channing
Clerk	Mrs. Howard Smith	134 Astor
Clerk	Mrs. Fred Fields	143 Astor
Clerk	Mrs. J. B. Bain	386 Fiarview Ave.

PRECINCT NO. 67

P. J.	Mrs. L. J. Tolle	839 Avant
Clerk	Mrs. Ben Fendeisen	419 Steves
Clerk	Mrs. Ella Kohlenberg	1510 Highland
Clerk	Mrs. Irma Woellert	1203 McKinley
Clerk	Mrs. L. L. Gilbert	1139 Schley
Clerk	Mrs. Eunice Wagner	1034 Highland Blvd.

PRECINCT NO. 68

P. J.	Mr. E. C. Zenner	715 McKinley Ave.
Clerk	Mrs. Della Mooty	202 Mahncke Ct.
Clerk	Maj. Thurman Hood	736 McKinley
Clerk	Mrs. Henry Metzger	102 Castillo
Clerk	Mr. Emil Harlos	706 Aberdeen

PRECINCT NO. 69

P. J.	Mrs. Eleanor Turner	234 Chicago
Clerk	Mrs. Dorothy Hutzler	130 Tremlett
Clerk	Mrs. Elizabeth Smith	125 Wharton
Clerk	Mrs. Nadine Lagle	234 Chicago
Clerk	Mrs. Marge Chadwell	310 Chicago

PRECINCT NO. 70

P. J.	Mrs. Marie Satcher	201 Dauchy Rd.
Clerk	Mrs. Allen Reed	301 Hot Wells
Clerk	Mrs. Edna Salziger	222 Avondale
Clerk	Mrs. Eva Richards	316 Montrose
Clerk	Mrs. J. D. Simpson	309 Monticello

PRECINCT NO. 72

P. J.	Mrs. Benilde Lopez	3007 Hatton Drive
Clerk	Mrs. Louise Young	1411 Menefee
Clerk	Mrs. Pauline Hill	1530 Menefee
Clerk	Mrs. Chris Esquivel	1831 Valencia
Clerk	Mrs. Alma Reed	1522 Menefee

PRECINCT NO. 78

P. J.	Mrs. Thomas J. Olson	1506 Villaret
Clerk	Mr. Thomas Olson	1506 Villaret
Clerk	Mrs. James Black	1627 Villaret
Clerk	Mrs. Gladys Glover	1415 Villaret
Clerk	Mr. C. W. Glover	1415 Villaret

PRECINCT NO. 79

P. J.	Mrs. Nolan D. Martin	404 95th St.
Clerk	Mrs. Margaret Zetak	315 95th St.
Clerk	Mrs. Adeline Guerrero	305 93rd St.
Clerk	Mrs. Fern Dramberger	216 Lorita

PRECINCT NO. 90

P. J.	Mrs. Laurabelle Ullrich	533 Broadview
Clerk	Mrs. Lauretta Shahady	418 Oak Knoll
Clerk	Mrs. Mary Louise Barberia	632 W. Broadview
Clerk	Mr. H. E. King	4686 Callaghan'
Clerk	Mrs. Vinnie Wulff	157 Faith

PRECINCT NO. 91

P. J.	Mrs. Laura Hamrick	7214 Callaghan Rd.
Clerk	Mrs. Mary Beth Gardner	7910 Briargate
Clerk	Mrs. Vivian H. Noonan	7218 Callaghan Rd.
Clerk	Mrs. Helen Troilo	7914 Briargate

PRECINCT NO. 95

P. J.	Mr. Leo Kuntz	177 W. Thorain
Clerk	Mrs. R. J. Flores	703 El Monte
Clerk	Mrs. Leland Mueller	616 Lovera
Clerk	Mrs. Stella Landers	206 W. Mandalay
Clerk	Mrs. Leona M. Rehm	419 Thorain

PRECINCT NO. 100

P. J.	Mr. Otto Koecher	407 Cave Lane
Clerk	Mrs. Dorothy Cheviot	135 Friar Tuck
Clerk	Mrs. Hazel Koecher	407 Cave Lane
Clerk	Mrs. Harry Hand	110 Camellia Way
Clerk	Mr. Edward W. Seng	1010 Robin Rest

PRECINCT NO. 102

P. J.	Mrs. Elmer Pape	2401 Nacogdoches Rd.
Clerk	Mrs. Evelyn Berry	9230 Valley View
Clerk	Mrs. Maxine Florence	126 Blossom
Clerk	Mrs. Helen S. Little	8619 Post Oak
Clerk	Mrs. Ruth Cormier	2635 Danbury Drive

PRECINCT NO. 103

P. J.	Mrs. Gladys Specht	7931 Broadway
Clerk	Mr. I. R. Gray	8719 Western
Clerk	Mrs. F. B. Sullivan	330 W. Sunset Rd.
Clerk	Mrs. M. P. Tollette	237 W. Terra Alta

PRECINCT NO. 107

P. J. Clerk	Mrs. A. A. Lackey	526 Hein Rd.
Clerk	Mrs. Elnora O. Luddehe	219 Midland
Clerk	Mrs. Doris Scheffler	246 Holmgreen
Clerk	Mrs. Margaret Mills	364 Charcliff
	Mrs. Lydia Squires	240 Charcliff

PRECINCT NO. 113

P. J. Clerk	Mrs. Vivian A. Stevens	134 Sinclair
Clerk	Mrs. Sarah Munson	Rt. 1, Box 395 C
Clerk	Mrs. Mildred Sammons	4910 Rigsby
	Mrs. Margaret Weaver	203 Terron Rd.

PRECINCT NO. 114

P. J. Clerk	Mrs. G. G. Lewis	Rt. 12, Box 264
Clerk	Mrs. Alfred Kunze	Rt. 12, Box 253
	Mr. Alfred Kunze	Rt. 12, Box 253

PRECINCT NO. 118

P. J. Clerk	Mrs. Maud Guppy	214 Rayburn Drive
Clerk	Mrs. Laura Verbillion	222 Rayburn Drive
Clerk	Mrs. Emma Rampey	119 Canavan
Clerk	Mr. P. E. Guppy	214 Rayburn Drive
	Mrs. Jewel Hill	431 W. Gerald

PRECINCT NO. 119

P. J. Clerk	Mrs. Pauline G. Sabala	307 Ocone
Clerk	Mrs. Hilda Clabaugh	830 McCauley
Clerk	Mrs. Juanita Guzman	1124 South Cross
Clerk	Mrs. Bertha Benson	950 Kendalia
	Mrs. Stella Rodriguez	94 Wagner

PRECINCT NO. 120

P. J. Clerk	Mrs. Bertha Clayton	522 Logwood
Clerk	Mrs. Helen Walters	3023 Commercial
	Mrs. Jessee Beck	903 W. Hutchins

PRECINCT NO. 121

P. J. Clerk	Mrs. Anna B. Riley	205 W. Ware Ave.
Clerk	Mrs. Ethel Pegg	203 W. Ware Ave.
Clerk	Mrs. Jewel Mays	814 W. Harding
Clerk	Mrs. Jean Smith	429 W. Harding

PRECINCT NO. 122

P. J. Clerk	Mrs. Annie C. Blevins	1423 W. Thoraine
Clerk	Mrs. Annie L. Miginnis	1718 W. Hermine
Clerk	Mrs. Edna E. DeLoach	1615 Mardell
Clerk	Mrs. Velma Cradock	1407 W. Thoraine
	Mrs. Frances Blakenship	1804 Mardell

PRECINCT NO. 123

P. J. Clerk	Mrs. Edna L. Harris	142 Weizman
Clerk	Mrs. James L. Findley	142 Haby Drive
Clerk	Mrs. Dorothy Jones	114 Gaskin
Clerk	Mrs. H. J. Callaghan	119 Weisman
	Mrs. Florine Young	143 Weizman

PRECINCT NO. 124

P. J. Clerk	Mrs. Sophie Ballard	1626 Basse Rd.
Clerk	Mr. Edward T. Grasshoff	854 San Angelo
	Mrs. Thelma C. Blackwell	855 San Angelo

PRECINCT NO. 126

P. J. Clerk	Mrs. J. R. Marshall	2721 Austin Hwy.
Clerk	Mr. Joe G. Pierson	714 Elkhorn
Clerk	Mrs. Joe G. Pierson	714 Elkhorn
Clerk	Mrs. G. L. Palmer	218 Covina
	Mrs. Sam Hencey	102 Miami

PRECINCT NO. 128

P. J. Clerk	Mrs. Lois Johnson	2250 Texas
Clerk	Mrs. R. C. Luckett	2354 Waverly
Clerk	Mrs. W. O. Gilbert	115 Fordhan
Clerk	Mrs. Sue Green	443 Tulane
	Mrs. Lucille Pinson	138 Overhill

PRECINCT NO. 129

P. J. Clerk	Mrs. Evelyn Millett	107 Fargo Ave.
Clerk	Mrs. Almeta R. Keys	207 Marmok
Clerk	Mrs. Sallie V. Stallion	3612 Nebraska
Clerk	Mrs. Minnie Ola Kyle	439 Crolis
	Mrs. Laveda Cantu	319 Edna

PRECINCT NO. 130

P. J.	Mrs. Stella Rushing	215 Gazel
Clerk	Mrs. Alta Mae Davis	219 Gazel
Clerk	Mrs. Eula Griffin	273 Addax
Clerk	Mrs. A. C. Zintgroff	269 Addax

PRECINCT NO. 132

P. J.	Mrs. Frances Jones	3915 West Ave
Clerk	Mrs. Virginia Korenck	215 Wayside
Clerk	Mrs. Pearl Loughlin	723 Avalon
Clerk	Mrs. Jane Mandry	154 Future
Clerk	Mrs. Forrest Jones	211 Pilgrim Drive

PRECINCT NO. 135

P. J.	Mr. Eugene Irvin	9214 Lorene
Clerk	Mrs. Mary F. Bueche	9215 Lorene
Clerk	Mrs. Milton A. Jones	Rt. 10. Box 291
Clerk	Mrs. H. L. Fuller	818 Cromworth
Clerk	Mrs. L. O. Baker	10518 Burr Oak

PRECINCT NO. 136

P. J.	Mr. C. F. Graham	366 Chickering
Clerk	Mrs. Davie Martin	222 Chickering
Clerk	Mrs. C. T. Cockrell	2423 Schley
Clerk	Mrs. Mary A. Kosub	2406 Schley

PRECINCT NO. 137

P. J.	Mrs. H. L. McGeehee	323 Lyric Drive
Clerk	Mrs. W. W. Turner	742 Cravens
Clerk	Mrs. G. W. Mahavier	606 Dravens
Clerk	Mrs. Monte Hawkins	302 Ryan
Clerk	Mrs. A. Fenstermaker	303 Lyric Drive

PRECINCT NO. 138

P. J.	Mrs. Ray Conner	1003 Creekview
Clerk	Mrs. Florence Schram	1026 Creekview
Clerk	Mrs. G. C. Guthrie	1619 Creekview
Clerk	Mrs. Rufus Moore	4359 Seabrook

PRECINCT NO. 140

P. J.	Mrs. Corinne Busby	415 E. Creath
Clerk	Mrs. Loris J. McDaniel	415 E. Ackard
Clerk	Mrs. Terrell B. Loven	503 Creath
Clerk	Mrs. J. I. Nabors	707 E. Formosa

PRECINCT NO. 141

P. J.	Mrs. Delfina Rodriguez	603 S. W. 39th
Clerk	Mrs. Fern Sureddin	950 S. W. 39th
Clerk	Mrs. Emma Ozuna	659 S. W. 38th
Clerk	Mrs. Juana G. Camargo	4531 Eldridge

PRECINCT NO. 142

P. J.	Mrs. Lillian H. Wall	255 Rosemont
Clerk	Mrs. Esther I. Liddy	223 John Adams
Clerk	Mrs. Mildred Inselmann	#6 Cromwell
Clerk	Mrs. Ruth Scheible	227 John Adams
Clerk	Mrs. Myra Eubanks	367 Sutton Drive

PRECINCT NO. 143

P. J.	Mrs. Helen E. Honts	5133 Blanco Rd.
Clerk	Mrs. Myrtle Lawrence	235 Laurelwood
Clerk	Mrs. Harry Hull	330 Hillwood
Clerk	Mrs. Lorraine Kennon	303 General Krueger

PRECINCT NO. 144

P. J.	Mrs. Edna Greene	518 Klaus Rd.
Clerk	Capt. Greene	518 Klaus Rd.
Clerk	Mrs. Lottie Black	164 Chevy Chase
Clerk	Mrs. David Wallace	114 Devonshire
Clerk	Mrs. Edward L. Brown	410 Devonshire

PRECINCT NO. 145

P. J.	Mrs. Bertie McCarty	151 Brenhaven
Clerk	Mrs. Grace V. Perkins	2934 Hicks
Clerk	Mrs. Lewis Story	164 Pioneer Rd.
Clerk	Mrs. Lydia Stillman	1511 Artesia

PRECINCT NO. 149

P. J.	Mrs. Martha Cermino	851 Hot Wells Blvd.
Clerk	Mrs. Jenny Shaw	723 Hot Wells Blvd.
Clerk	Mrs. Ada Mae Smith	770 Hot Wells Blvd.

Clerk	Mrs. Gladys Ramel	833 Avondale
Clerk	Mrs. Corrine Hadaway	925 Hot Wells Blvd.

PRECINCT NO. 150

P. J.	Mrs. Jacqueline Stanford	266 Nash
Clerk	Mrs. Bea Jackson	567 E. Palfrey
Clerk	Mrs. Sallie McBee	302 Hatcher
Clerk	Mrs. Betty Nehring	451 Nash
Clerk	Mrs. Novie Lee Gonzales	171 Tipperary

PRECINCT NO. 151

P. J.	Mr. C. M. Collins	226 Beverly
Clerk	Mrs. Janice Swanson	2652 W. Kings Hwy.
Clerk	Mrs. Evelyn McNeil	2435 W. Kings Hwy.
Clerk	Mrs. Minnie Wolfson	2426 W. Kings Hwy.
Clerk	Mrs. Marcell E. Mangold	131 Windsor

PRECINCT NO. 152

P. J.	Mrs. John Creatham	135 Bethany
Clerk	Mr. W. B. Smith	57 Vaughan Place
Clerk	Mrs. W. B. Smith	57 Vaughan Place
Clerk	Mrs. Jean Sturgeon	222 Coyle

PRECINCT NO. 153

P. J.	Mr. Earl B. Rowan	402 Hillcrest
Clerk	Mrs. Marie Harris	110 Dell Place
Clerk	Mrs. Channon Siebert	1054 Hillcrest
Clerk	Mrs. Lillian Athey	3527 Culebra
Clerk	Mrs. L. Halpern	139 Globe

PRECINCT NO. 154

P. J.	Mrs. Jacqueline Whitehead	527 Beryle Drive
Clerk	Mr. A. M. Whitehead	527 Beryle Drive
Clerk	Mrs. Opal Robertson	530 Adrain
Clerk	Mrs. Mabel Matuska	518 Adrain
Clerk	Major Eligin G. Robertson	530 Adrain

PRECINCT NO. 155

P. J.	Mr. Fred W. Readel	2338 W. Gramercy
Clerk	Mrs. Ruth G. Jackson	2136 W. Summit
Clerk	Mrs. Betty Lyons	2115 W. Gramercy
Clerk	Mrs. H. R. May	2215 W. Magnolia

PRECINCT NO. 156

P. J.	Mrs. G. F. Sweeney	1417 E. Sunshine
Clerk	Mrs. Helen Bowen	127 Bella Vista
Clerk	Mrs. Howard Lewis	1310 Sunshine
Clerk	Mrs. Jane San Marco	119 Clearview
Clerk	Mrs. Katie Lee	306 Gettysburg

PRECINCT NO. 157

P. J.	Mrs. Josephine Lanham	219 Furnish
Clerk	Mrs. Lula Brown	221 Helena
Clerk	Mrs. Leila Caballero	180 Burbank
Clerk	Mrs. Fred Garcia	130 Bank
Clerk	Mrs. Isabel Medrano	310 Furnish

PRECINCT NO. 158

P. J.	Mrs. Evangeline Enderle	101 Camacho
Clerk	Mrs. Alicia M. Alvarado	222 Inca
Clerk	Mrs. Joe Mendoza	4245 Buena Vista
Clerk	Mrs. Richard Villanueva	3730 San Fernando
Clerk	Mrs. E. G. Villareal	331 Las Palmas

PRECINCT NO. 159

P. J.	Mrs. Elizabeth Llewellyn	1326 W. Kirk
Clerk	Mrs. Ernestine Villa	1326 W. Thompson
Clerk	Mrs. Ellena Sanchez	1126 Thompson
Clerk	Mrs. Bobby Espinosa	1338 Barclay
Clerk	Mrs. Estella Molina	1522 Merida

PRECINCT NO. 160

P. J.	Mrs. Geraldine M. Marceau	447 N. Park
Clerk	Mrs. Constance Gandara	212 Cumberland
Clerk	Miss Myrtle Jacobs	323 Drake
Clerk	Mrs. Fred Garcia	535 No. Park

PRECINCT NO. 161

P. J.	Mrs. Lawrence C. Gonzales	650 Theo
Clerk	Mrs. R. J. Bricker	662 W. Theo
Clerk	Mrs. Bertha Walls	2432, Nogalitos
Clerk	Mrs. Carolina Robledo	1112 El Dorado
Clerk	Mrs. Joe Leal	639 W. Theo,

PRECINCT NO. 162

P. J.	Mrs. M. M. Dowda	1418 W. Winnepeg
Clerk	Mrs. Lola H. Snow	403 Hoover
Clerk	Mrs. Delfina Rosales	247 Hearne
Clerk	Mrs. Myrtle H. Fuller	1226 Winnepeg
Clerk	Mrs. Pearl Gafford	354 Linares
Clerk	Mrs. Doris Gianotti	419 Jannings

PRECINCT NO. 163

P. J.	Mrs. Victoria Chetwood	216 Morrill
Clerk	Mrs. Florence Bugg	130 Octavia
Clerk	Mrs. Harry Haggerty	126 Candy
Clerk	Mrs. Margaret Salmon	201 Mary St.

PRECINCT NO. 164

P. J.	Mrs. E. R. Parr	161 E. White
Clerk	Mrs. Minnie Anders	222 Compton
Clerk	Mrs. Mable Meyers	201 E. White
Clerk	Mrs. Sam Cherry	322 Pacific

PRECINCT NO. 165

P. J.	Mrs. Ross Hammond	122 Parmly Ave.
Clerk	Mrs. Owen Davis	1948 W. Mayfield
Clerk	Mrs. M. Zalman	103 Parmly Ave.
Clerk	Mrs. W. R. Hammond	150 Prospect

PRECINCT NO. 166

P. J.	Mrs. Martha E. McEwen	343 Baetz
Clerk	Mrs. Anna Davis	356 Moursund
Clerk	Mrs. Etta Broline	344 Moursund
Clerk	Mrs. E. R. Miller	280 Gillette

PRECINCT NO. 167

P. J.	Mr. Ted Balter	842 Corrine
Clerk	Mrs. Margaret Bobo	331 Crisham
Clerk	Mrs. Jean Reed	218 Brettonwood
Clerk	Mr. Clemens Rudde	747 Sumner Drive
Clerk	Col. George Hartzog	842 Corinne Drive

PRECINCT NO. 168

P. J.	Mrs. Margaret Betts	1074 Poinsetta St.
Clerk	Mrs. Lovie J. Kimberly	2055 Hays St.
Clerk	Mrs. Mattie Johnson	2030 Hays St.
Clerk	Mrs. Love Brown	1831 Gorman

PRECINCT NO. 169

P. J.	Mrs. Louis D. Mulhern	2822 E. Houston
Clerk	Mrs. Bertha Norton	2046 E. Crockett
Clerk	Mrs. James A. McKay, Sr.	754 Canton
Clerk	Mrs. A. J. Magers	2916 E. Houston

PRECINCT NO. 170

P. J.	Mr. Harris L. Frazier	231 Montfort
Clerk	Mrs. Cleo Ohls	123 Meadowood
Clerk	Mrs. Jane G. Kenagy	266 Pinewood
Clerk	Mrs. Helen N. Weimers	354 Millwood
Clerk	Mrs. H. A. Schlameus	355 Millwood

PRECINCT NO. 172

P. J.	Mrs. Lucille Dugler	961 Sacramento
Clerk	Mrs. Olivia Martin	1338 Clower
Clerk	Mrs. Margaret Paccetti	1321 Lee Hall
Clerk	Mrs. Alica Molis	1122 W. Hermosa

AN ORDINANCE 31217

APPROPRIATING THE SUM OF \$56,855.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT, LEON CREEK SEWER OUTFALL LINE PROJECT AND FRESNO AND OLMOS PAVING PROJECT: AUTHORIZING THE TRANSFER OF THE SUM OF \$25,355.00 FROM GENERAL FUND ACCOUNT 09-04-15 TO STREET IMPROVEMENT BONDS, 1957, #479-10.

* * * * *

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

1. The sum of \$31,000.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way for U. S. (90) West Project, payable to Stewart Title Company as escrow agent for H. E. Butt Grocery Company for title to 0.4190 of an acre of land, more or less, same being out of and a part of Lot 6, Block 25, NCB 6268, being Parcel 205-4505.

2. A temporary easement is hereby accepted from H. E. Butt Grocery Company for use of 0.0546 of an acre of land, more or less, same being out of and a part of Lot 6, Block 25, NCB 6268.

A copy of the said purchase contract and easement agreement is filed herewith and incorporated herein by reference. Warranty Deed and Easement Agreement will be in the name of the State of Texas pursuant to the Participation Agreement on this project between the City and the Texas Highway Department.

3. The sum of \$500.00 is hereby appropriated out of Sewer Revenue Fund #204-02 for acquisition of right of way for Leon Creek Sewer Out fall Line Project, payable to Alamo Title Company as escrow agent for Walter Friesenhahn and Olivia Schwab Friesenhahn for a permanent and temporary easement over approximately 1.22 acres out of the Walter Friesenhahn 146.39 acre tract, being Parcel #E-564. A copy of said easement agreement is filed herewith and incorporated herein by reference.

4. The sum of \$25,355.00 is hereby appropriated out of Street Improvement Bonds, 1957, #479-10 for acquisition of right of way for Fresno and Olmos Paving Project as follows:

a. \$8,700.00 payable to Guaranty Abstract & Title Company as escrow agent for Velton Ray Moore and Wyomia Moore for title to Lot 4, Block 55, New City Block 7107, being Parcel 5632.

b. \$8,000.00 payable to Guaranty Abstract & Title Company as escrow agent for Mary R. Perna for title to Lot 6, Block 55, New City Block 7107, being Parcel 5634.

c. \$620.00 payable to Guaranty Abstract & Title Company as escrow agent for Lena Shackelford Wegeman for title to the North & 7.5 feet of Lot 7, Block 59, New City Block 7193, being Parcel 5643.

d. \$695.00 payable to Guaranty Abstract & Title Company as escrow agent for Ralph A. Pence and Marian L. Pence for title to the North 7.5 feet of Lot 2, Block 60, New City Block 7210, being Parcel 5648.

e. \$645.00 payable to Guaranty Abstract & Title Company as escrow agent for Floyd E. Lee and Katherine Lee for title to the North 7.5 feet of Lot 3, Block 60, New City Block 7210, being Parcel 5649.

f. \$695.00 payable to Guaranty Abstract & Title Company as escrow agent for Ray E. Schults for title to the North 7.5 feet of Lot 4, Block 60, New City Block 7210, being Parcel 5650.

g. \$730.00 payable to Guaranty Abstract & Title Company as escrow agent for James W. Brannon and Mrs. Ruby Lee Brannon for title to the North 7.5 feet of Lot 6 and North 7.5 feet of West 11 feet of Lot 7, Block 60, New City Block 7210, being Parcel 5652.

h. \$1,100.00 payable to Guaranty Abstract & Title Company as escrow agent for Emma A. Crowe Altwein and Leonard H. Altwein for title to the North 7.5 feet of Lots 5 and 6, Block 61, New City Block 7216, being Parcels 5661 & 5662.

i. \$820.00 payable to Guaranty Abstract & Title Company as escrow agent for Robert M. Blunt and Mary M. Blunt for title to the South 7.5 feet of Lot 17, Block 63, New City Block 7209, being Parcel 5680.

j. \$570.00 payable to Guaranty Abstract & Title Company as escrow agent for Edgar W. Ames, et al for title to the south 7.5 feet of Lot 16, Block 63, New City Block 7209, being Parcel 5681.

k. \$695.00 payable to Guaranty Abstract & Title Company as escrow agent for Paul Zambonis and Evanthea T. Zambonis for title to the South 7.5 feet of Lot 13, Block 63, New City Block 7209, being Parcel 5684.

l. \$645.00 payable to Guaranty Abstract & Title Company as escrow agent for Virginia Pack for title to the South 7.5 feet of Lot 20, Block 62, New City Block 7217, being Parcel 5687.

m. \$620.00 payable to Guaranty Abstract & Title Company as escrow agent for Mrs. D. L. Roeper for title to the South 7.5 feet of Lot 19, Block 62, New City Block 7217, being Parcel 5688.

n. \$820.00 payable to Guaranty Abstract & Title Company as escrow agent for Steve D. Butler and Ethel Morris Butler for title to the South 7.5 feet of Lot 15, Block 62, New City Block 7217, being Parcel 5692.

Copies of the Sales Agreements on the aforementioned parcels are filed herewith and incorporated herein by reference for all purposes.

5. Transfer of the sum of \$25,355.00 from General-Fund Account #09-04-15 to Street Improvement Bonds, 1957, #479-10 is hereby authorized.

6. PASSED AND APPROVED this 27th day of March, 1963.

W. W. McAllister
MAYOR

ATTEST: J. C. Kenny,
City Clerk

AN ORDINANCE 31218

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U. S. 90 WEST EXPRESSWAY PROJECT; MILITARY DRIVE S. SECTION A PROJECT; STORM DRAINAGE #58 PROJECT; STORM DRAINAGE #55 PROJECT; KELLY ACCESS ROAD PROJECT; STORM DRAINAGE #43 PROJECT; FRESNO - OLMOS PAVING PROJECT; AIRPORT CLEAR ZONE PROJECT AND FIRE STATION NO. 19 PROJECT.

* * * * *

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

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

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas.....for the sum of \$ 2.30
for recording fee on Parcel No. 3-4303.

STEWART TITLE COMPANY
214-21 Brady Building
San Antonio, Texas for the sum of \$ 1.80
for recording fee on Parcel No. 178-4478.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas. for the sum of \$ 2.70
for recording fee on Parcel No. 202-4502.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$ 2.80
for recording fee on Parcel No. 241-4541.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas. for the sum of \$ 2.50
for recording fee on Parcel No. 511-4811.

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

CYRIL McKay
431 Westwood St.
San Antonio, Texas. for the sum of \$ 75.00
for services as commissioner on Parcel No. 4242.

A. J. WEYEL, JR.
1932 W. Huisache St.
San Antonio, Texas for the sum of \$ 75.00
for services as Commissioner on Parcel No. 4242.

JOHN M. BAYNE
5307 Broadway
San Antonio, Texas for the sum of \$ 75.00
for services as commissioner on Parcel No. 4242.

GUARANTY ABSTRACT & TITLE CO.
Suite 200 Milam Building
San Antonio, Texas for the sum of \$ 79.70
for title company charges on Parcel 4201

CYRIL McKAY
431 Westwood St.
San Antonio, Texas for the sum of \$ 75.00
for services as commissioner on Parcel No. 4235.

GUARANTY ABSTRACT & TITLE CO.
Suite 200 Milam Building
San Antonio, Texas for the sum of \$ 15.00
for cancellation fee on Parcel No. 4235.

C. RAY CRITES
San Antonio Savings Building
San Antonio, Texas for the sum of \$75.00
for services as Commissioner on Parcel No. 4235.

CECIL LIPSCOMB
446 E. Olmos Drive, Apt. A
San Antonio, Texas for the sum of \$ 75.00
for services as commissioner on Parcel No. 4235.

GUARANTY ABSTRACT & TITLE CO.
Suite 200 Milam Building
San Antonio, Texasfor the sum of \$113.85

for title company charges on Parcel No. 4241.

ALAMO TITLE COMPANY
201 W. Travis St.
San Antonio, Texas for the sum of \$ 47.10

for title company charges on Parcel No. 4244,

ALAMO TITLE COMPANY
201 W. Travis St.
San Antonio, Texas for the sum of \$ 96.10

for title company charges on Parcel No. 4275.

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

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio, Texasfor the sum of \$ 25.40

for cancellation fee and recording fee on Parcel 5417.

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio, Texasfor the sum of \$ 15.00

For cancellation fee - title policy not required on Parcels 5420 thru 5422.

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio, Texasfor the sum of \$ 17.95

for cancellation fee and recording deed on Parcels 5429 thru 5431.

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

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texasfor the sum of \$ 49.00

for title company charges on Parcel No. 5521.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas for the sum of \$ 49.00

for title company charges on Parcel 5524 and 5525.

5. The following sums are hereby appropriated out of Highway 90 West Expressway Bond, Fund No. 479-16, Kelly Access Road Project, in payment for statements attached hereto:

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texasfor the sum of \$ 60.20

for title company charges on Parcel No. 5601-A.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio 5, Texasfor the sum of \$143.30

for title company charges on Parcel No. 5612.

6. The following sum is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, Fund No. 479-13, Storm Drainage #43 Project, in payment for statement attached hereto:

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas for the sum of \$ 73.10

for title company charges on Parcel 5242, 5243 thru 5247-A.

7. The following sums are hereby appropriated out of Street Improvement Bonds, 1957, Fund No. 479-10, Fresno - Olmos Paving Project, in payment for statements attached hereto:

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texasfor the sum of \$ 15.00

FOR CANCELLATION FEE on Parcel No. 5693.

GUARANTY ABSTRACT & TITLE CO.
Suite 200 Milam Building
San Antonio, Texasfor the sum of \$ 15.00

for cancellation fee on Parcels 5694, 5695 and 5696.

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

FRANK M. DRANE
918 Manor Drive
San Antonio, Texasfor the sum of \$412.50
for services as appraiser and witness on Parcel 2551.

H. H. C. EXHIBITS
919 Mt. Rainier Drive
San Antonio 13, Texas for the sum of \$ 25.00
for 3 aerial photos and 1 plat sketch on Parcel 2551.

HAROLD WAIDE, COURT REPORTER
37th Dist. Court, Bexar County Courthouse
San Antonio, Texasfor the sum of \$ 70.00
for services of reporting on Parcel 2551.

9. The following sum is hereby appropriated out of Fire Station Construction Bonds, 1956, Fund No. 479-04, Fire Station No. 19 Project, in payment for statement attached hereto.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texasfor the sum of \$ 73.80
for title company charges on Parcel No. 2531.

10. PASSED AND APPROVED ON this 27th day of March, A. D., 1963.

W. W. McAllister,
M A Y O R

ATTEST: James C. Kenny,
Assistant City Clerk

AN ORDINANCE 31219

APPROPRIATING THE SUM OF \$20,407.05 OUT OF STREET RIGHT OF WAY PURCHASE BONDS, 1957, #479-12 AND AUTHORIZING PAYMENT THEREOF TO UNITED GAS PIPE LINE COMPANY FOR RELOCATION OF THE NORTH JUNCTION FRIO 14 INCH PIPE LINE.

* * * * *

WHEREAS, by Ordinance No. 29847, passed and approved September 20, 1961, the City Manager was authorized to enter into an agreement with the United Gas Pipe Line Company for the relocation of the North Junction Frio - - 14 inch Pipe Line, and;

WHEREAS, the City agreed to reimburse the United Gas Pipe Line Company for the actual cost of the aforementioned relocation, and;

WHEREAS, the necessary relocation has been completed at an actual cost of \$20,407.05, NOW THEREFORE:

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

1. The sum of \$20,407.05 is hereby appropriated out of Street Right of Way Purchase Bonds, 1957, #479-12, said sum being payable to the United Gas Pipe line Company in Payment of the actual cost of relocating the North Junction Frio - - 14 inch pipe line inch pipe line in accordance with the agreement of September 20, 1961.

2. PASSED AND APPROVED this 27th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny,
Assistant City Clerk

AN ORDINANCE 31220

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SOUTHERN PACIFIC COMPANY IN CONNECTION WITH STORM DRAINAGE #39 PROJECT.

* * * * *

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

1. The City Manager is hereby authorized to enter into an agreement with the Southern Pacific Company for work to be performed by said company in connection with Storm Drainage # 39 Project. Reimbursement to the Southern Pacific Company by the City Will be on the basis of the actual cost of said work.

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

3. PASSED AND APPROVED this 27th day of March, 1963.

W. W. McAllister,
MAYOR

ATTEST: James C. Kenny,
Assistant City Clerk

AGREEMENT

AN ORDINANCE 31221

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 59 VEHICLES, IN THE POSSESSION OF THE POLICE DEPARTMENT NOT OWNED OR CLAIMED BY THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, under the provisions of Section 2-12, San Antonio City Code, the Police Department has reported that there is in their possession certain personal property consisting of 59 vehicles not owned or claimed by the City of San Antonio; and,

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

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

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

1. Said property consisting of 59 vehicles described in the aforesaid schedule is hereby ordered to be sold at public auction after a ten (10) day notice period, during which this ordinance shall be published twice in the "Commercial Recorder" giving the day, hour and place of said sale.
2. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interest of the City; said sale of these items is to be held at the Police Vehicle Storage Lot at Stinson Field, beginning April 17, 1963, from 10:00 A. M. to 12:00 noon and during the same hours on each succeeding business day thereafter until all of said property is disposed of.
3. Said property may be redeemed by the owner at any time prior to its sale by satisfying the Chief of Police of the true ownership thereof and the payment of the cost of the storage and care thereof and all other expenses in connection therewith.
4. Said property shall be sold as is, and a bill of sale, if requested, shall be given to the purchaser, but no title transfer or title papers of any nature can be given.
5. Within five (5) days after said sales have been completed, the Chief of Police shall make a report thereof under oath to the Controller of the City and shall account for the money received at said sale in the same manner as is prescribed for him to account for all other monies that may come into his custody as Chief of Police.
6. PASSED AND APPROVED this 27th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny,
Assistant City Clerk

AN ORDINANCE 31222

AMENDING SECTION 38-90 OF THE CITY CODE OF SAN ANTONIO, TEXAS.

* * * * *

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

1. Section 38-90 of the City Code of San Antonio, Texas, is hereby amended to read as follows:
"Provided however, this section shall not be applicable on Sundays, January 1, May 30, July 4, the first Monday in September, the day proclaimed as Thanksgiving by the Mayor, and December 25."
2. Passed AND APPROVED this 27th day of March, 1963,

W. W. McAllister,
M A Y O R

ATTEST: James C. Kenny,
Assistant City Clerk

AN ORDINANCE 31223

AUTHORIZING THE TAX ASSESSOR AND COLLECTOR TO CORRECT AND ADJUST CERTAIN ASSESMENTS APPEARING ON THE CITY TAX ROLLS IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE TAX ERROR BOARD OF REVIEW.

* * * * *

WHEREAS, the City Manager or his duly authorized representative, the Finance Director, or his duly authorized representative, and the City Attorney, or his duly authorized representative, acting jointly as a Tax Error Board of Review, as provided by Ordinance, has thoroughly investigated certain alleged errors in the Tax Rolls of the City of San Antonio, and as a result thereof, it appears to the satisfaction of said officers of the City that certain errors do exist in the Tax Rolls and it further appearing that substantial evidence of such errors has been presented to the said Board of Review, and said Board has recommended certain

corrections, and it being the opinion of the City Council acting under its general powers and also by authority granted Article 7264a, and Article 7345d, Revised Civil Statutes of the State of Texas, that said recommendations should be approved; NOW THEREFORE,

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

That the Tax Assessor and Collector is hereby authorized and directed to make the following corrections and adjustments pertaining to certain assessments and taxes appearing on the rolls, and he is further authorized and directed to accept the amount indicated as full payment for the taxes involved. These corrections and adjustments are ordered for the individual reasons as listed herein; the City Attorney is authorized hereby to take legal action for collection of taxes in all instances where the same becomes necessary.

OWNER - Golden Manor, Home for the Jewish Aged, 1961 and 1962, Lot 13, New City Block 8410, Account Number 102-167-9-1.

As a result of an inspection of this property (1063 Vance Jackson) by the Chief Appraiser for the City Assessor's Office, it is recommended that due to deterioration of the improvements that the assessed valuation for the years involved be reduced from \$61,020.00 to \$56,460.00. Taxes, penalty, and interest in the amount of \$977.26 are to be collected.

OWNER - Clem Long, 1951, 1952, 1958, 1959, and 1960, West 99.43 feet of Lots 8 and 0, Block 4, New City Block 1372, Account Number 21-2056.

As a result of an inspection of this property (404 North Menumental Street) by an appraiser of City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$14,430.00 to \$10,540.00 because of depreciation of the improvements and type of materials used in construction. Taxes, penalty, and interest in the amount of \$494.01 are to be collected.

OWNER - Freeman Chase, 1955 through 1962 inclusive, Lots 29 and 30, Block 4, New City Block 7295, Account number 81-1585.

As a result of an inspection of this property (405 Agnes) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$6,800.00 to \$1,440.00 because of the dilapidated condition of the improvements. Taxes, penalty and interest in the amount of \$57.93 are to be collected.

PASSED AND APPROVED this 27th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny,
Assistant City Clerk

AN ORDINANCE 31224

ACCEPTING THE LOW QUALIFIED BID OF CHARLES C. MADDEN COMPANY, IN THE AMOUNT OF \$8,148.00 FOR CONSTRUCTION OF COMFORT STATIONS AT WEST SIDE PARK AND NORMOYLE PLAYGROUND; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND APPROPRIATING THE SUM OF \$8,148.00 OUT OF PARKS IMPROVEMENT BOND FUND NO. 479-18, PAYABLE TO CHARLES C. MADDEN COMPANY, FOR SAID WORK.

* * * * *

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

1. The low qualified bid of Charles C. Madden Company, in the amount of \$8,148.00, for construction of Comfort Stations at West Side Park and Normoyle Playground, is hereby accepted.

2. The City Manager is hereby authorized and directed to execute a standard public works construction contract with Charles C. Madden Company for such project.

3. The sum of \$8,148.00 is hereby appropriated out of Parks Improvement Bond Fund No. 479-18, payable to Charles C. Madden Company for said work.

4. PASSED AND APPROVED this 27th day of March, 1963.

W. W. McAllister,
M A Y O R

ATTEST: James C. Kenny,
Assistant City Clerk

AN ORDINANCE 31225

ACCEPTING THE LOW BID OF SCHAEFER CONSTRUCTION CO., IN THE AMOUNT OF \$4,724.05, FOR CONSTRUCTION OF A PARKING LOT AT THE SOUTHSIDE LIONS RECREATION BUILDING, 4111 STRINGFELLOW; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$4,724.05 OUT OF PARKS IMPROVEMENT BOND FUND NO. 479-18, PAYABLE TO SCHAEFER CONSTRUCTION CO., AND APPROPRIATING THE SUM OF \$300.00 OUT OF SAID FUND TO BE USED AS A CONSTRUCTION CONTINGENCY ACCOUNT ON THIS PROJECT.

* * * * *

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

1. The attached low bid of Schaefer Construction Co., in the amount of \$4,724.05, for construction of a parking lot at the Southside Lions Recreation Building, 4111 Stringfellow, is hereby accepted.
2. The City Manager is hereby authorized to execute the standard public works construction contract for the project mentioned in Paragraph 1 above.
3. The contract is attached hereto and made a part hereof.
4. The following sums are hereby appropriated out of Parks Improvement Bond Fund No 479-18:
 - (a) \$4,724.05, payable to Schaefer Construction Co.
 - (b) \$300.00, to be used as a construction contingency account.
5. PASSED AND APPROVED this 27th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny,
Assistant City Clerk

AN ORDINANCE 31226

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND MARTIN E. STALEY, CONSULTING MECHANICAL ENGINEER, FOR ENGINEERING SERVICES ON CERTAIN AIR CONDITIONING IMPROVEMENTS.

* * * * *

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

1. This ordinance makes and manifests a contract between the City of San Antonio, hereinafter called "City", and Martin E. Staley, Consulting Mechanical Engineer, hereinafter called "Engineer", as follows:

- (1) Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth in connection with the following designated Air Conditioning Projects:

AIR CONDITIONING OF RIVERSIDE GOLF
COURSE CLUBHOUSE

SECTION I

CHARACTER AND EXTENT OF SERVICES

Engineer shall not commence work on a project until he has received written notification from the City. Engineer shall render the following professional services necessary for the development of the Project:

A. Preliminary Phase:

- (1) Attend Preliminary conferences with City Officials regarding the project.
- (2) Prepare a preliminary engineering study and report on the project, in sufficient detail to indicate clearly the problems involved, including locations of all existing or proposed utilities within the proposed project right-of-way and the alternate solutions available to the City; to include preliminary layouts, sketches, proposed location map showing additional right-of-way requirements, and cost estimates (excluding land costs) for the project, and to set forth clearly Engineer's recommendations. Such report shall conform to all applicable master plans as near as possible, and shall include a plan for coordinating and scheduling with other proposed projects where possible conflicts are involved.
- (3) 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 Field Survey and Plans and Specifications Phases after approval of preliminary phase by Director of Public Works.

B. FIELD SURVEY PHASE:

- (1) Perform all field surveys necessary to collect information required in the design of the project, establishing minimum of one permanent bench mark set to U. S. Coast & Geodetic Survey Datum, at a location approved by the City.
- (2) Plan and supervise such other surveys, soil borings, foundation investigations and tests as may be required for design when authorized by City in accordance with Section IV-C.

C. PLANS AND SPECIFICATIONS PHASE.

- (1) Prepare detailed contract drawings and specifications for construction authorized by the City. These designs shall in all respects combine the

application of sound engineering principles with a high degree of economy and shall be submitted to the applicable state and federal agencies for approval. On Sanitary Sewer Projects, Engineer shall design the sewer system to provide gravity flow connection to all properties abutting the sewer line. In instances where Engineer feels this is impossible or impracticable, such property shall be clearly indicated on the plans by lot and block number and house number together with the necessary elevation required for connection.

On street Projects, Engineer shall furnish a plan showing the following:

ALIGNMENT

Beginning and ending stations
PC, PI & PT stations, deflection angles and R. & L. Curves
Station and angle of intersection of side streets, alleys, drainage easements and railroad right-of-way.

RIGHT-OF-WAY

Show property lines of street project and intersecting side streets, alleys, drainage easements and railroad right-of-way.

UTILITIES

Show location of all existing underground utility mains, valves, manholes, clean-outs, fire hydrants, water meters, storm sewers, utility poles and guys. Indicate manholes and clean-outs to be adjusted.

EXISTING IMPROVEMENTS

Show existing curbs, sidewalks, driveways and drainage structures and indicate whether they are to remain or be removed.

PROPOSED IMPROVEMENTS

Show limits of construction. Show location of proposed curbs, sidewalks, driveways and drainage structures. Give station of curb and sidewalk ends and curb returns. Show 15' radii for curb having a central angle of 110° or less for returns unless otherwise approved by Director of Public Works. Show location of proposed drainage ditches. Show location and size of proposed storm sewers.

MISCELLANEOUS

Show all trees within right-of-way. Indicate direction of drainage at each intersection. Show grade at each curb return. Give location, description and elevation of Bench Marks. Bench Marks to be set to U. S. Coast and Geodetic Survey Datum. North arrow and scale. Show areas where crown is to be eliminated.

PROFILE

Show existing and proposed centerline of each street. Give top of curb grade at each curb end, each 50 foot station, each end of each curb return and at the PC, PI & PT of each vertical curve. Give the gradient of each grade tangent and the station, length and external of each vertical curve. Show the flow line elevations of each drainage structure, the flowline elevation of each storm sewer at each point of change of gradient and at each end and the intervening gradients. Show existing and proposed centerline of each drainage ditch and give flowline grade for each end and each 50 foot station. Show proposed transition grades for side streets.

TITLE SHEET

The title sheet shall include a map showing the location of the proposed construction and detour routes if required.

TYPICAL SECTIONS, CONSTRUCTION DETAILS AND ESTIMATED QUANTITIES

The typical street sections should show the proposed pavement width, type, thickness, and crown. The typical crown should be one quarter inch per foot slope from centerline to gutter. The typical sections should also show the curb or curb and gutter type and exposure, the proposed sidewalk dimensions and location in relation to property lines. Typical sections of drainage ditches should show bottom width and side slopes. Show construction details including dimensions and reinforcing of drainage structures. The tabulation of estimated quantities should show the quantity for each item of construction of each street.

CROSS SECTION

Cross sections must be submitted for approval, and shall be included in the final plans.

- (2) Prepare detailed cost estimates and proposals of authorized construction, including summaries of bid items and quantities which shall be base, insofar as practicable, on the unit price system of bidding.
- (3) Furnish to City, for approval, a copy of the final design plans and specifications before proceeding with Step 4.
- (4) Furnish to the City All necessary copies of approved plans, specifications, notices to bidders, and proposals, in accordance with City's proposal form. (All sets of plans in excess of ten (10) are to be paid for separately unless otherwise agreed.)
- (5) Assist City in the advertisement of the project for bids, and assist City in the opening and tabulation of bids for construction of the project, and recommend to City the proper action on all proposals received. Engineer shall furnish to City five (5) copies of the bid tabulation and of his recommendation with respect thereto.
- (6) Assist in the preparation of formal contract documents for the award of contracts.

D. Construction Layout Staking Phase:

Perform the necessary engineering services in connection with the construction layout survey on the ground for the project. (Sonstruction stakes, cut sheets, Etc.) This service shall be performed upon request of the City, and not before.

STAKE-OUT (Specific requirements on street projects only) Stake curb at ends, 50 foot stations, PC & PT of curves and each end of each return. Curb stakes are to be offset four (4) feet from face of curb unless otherwise approved by the Director of Public Works. Stake all radius points of curb returns. Stake sidewalks where required at ends and 50 foot stations. Sidewalk stakes are to be offset one (1) foot from property side of walk unless otherwise approved by the Director of Public Works. Where needed on sharp curves, stakes are to be set at intervals less than 50 feet. Cut sheets are to be prepared, with as many copies as needed. These will show cuts or fills from top of hub to top of curb and from top of hub to property side of walk unless otherwise specified by the Director of Public Works.

E. CONSTRUCTION SUPERVISION PHASE:

- (1) Perform general supervision and administration of authorized construction (as distinguished from continuous resident field inspection), including periodic visits of Engineer, or a competent representative of Engineer, to the site of construction. In the administration of the project, Engineer shall endeavor to protect the City against defects and deficiencies in the work of contractors.
- (2) Consult and advise with the City during construction. Submit to City weekly reports on progress of construction when requested by the City.
- (3) Upon written request by City, furnish the services of a resident Engineer and/or inspector at a salary agreeable to the City for continuous on-the-site inspection of construction and the performance of construction layout surveys. Such resident Engineer or inspector shall be responsible for collection and submission of samples to a laboratory as designated by the City. Such services shall be computed on the basis of direct salary cost of the service plus a percentage of 25% of such cost. Transportation, if authorized, will be furnished at ten cents (10¢) per mile, not to exceed \$25.00 per month.
- (4) Check shop or working drawings furnished by contractors.
- (5) Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.
- (6) Prepare monthly and final estimates for payments to contractors, and furnish to the City any necessary certifications as to payments to contractors and suppliers.
- (7) Supervise initial operation of the project, and supervise the necessary performance tests required by specifications.
- (8) Perform, in company with the City's Representatives, a final inspection of the project.
- (9) Revise contract drawings to show the work as actually constructed, and furnish the City with one set of reproducible drawings. Final payment will be withheld until such drawings are furnished to the City.

SECTION II

PERIOD OF SERVICE

Unless a specific date is agreed upon, the services called for in Section I-A (Preliminary Phase) of this agreement will be completed, and the report submitted as expeditiously as possible.

After acceptance and approval by the City of the preliminary study and report, indicating any specific modifications or changes in scope desired by the City, the Engineer will proceed with the performance of the services called for in Section I-B and I-C (Field Surveys and Plans and Specifications Phases) of this agreement so as to deliver completed plans, specifications, and estimates of cost for all authorized construction on the project within the time outlined by the Engineer as specified in Section I-A (3). If the Engineer cannot complete the Field Surveys and Plans and Specifications phases as outlined, he shall notify the city of this fact together with reasons for the delay for approval by the City. Following the award by the City of a construction contract or contracts, the Engineer will proceed with the performance of the services called for in Section I-E (Construction Supervision Phase) of this agreement.

This agreement shall remain in force for a period which may reasonably be required for the design, award of contracts and construction of the project including extra work and any required extensions thereto.

SECTION III

COORDINATION WITH THE
CITY

The Engineer shall hold periodic conference with the City or its representatives, to the end that the project, as perfected, shall have full benefit of the City's experience and knowledge of existing needs and facilities, and be consistent with its current policies and construction standards. To implement this coordination, the City shall make available to the Engineer, for use in planning the project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities and to the project.

SECTION IV

FEE SCHEDULE

For and in consideration of the services to be rendered by the Engineer, the City shall pay, and the Engineer shall receive the fees hereinafter set forth, for the Preliminary, Field Survey, Plans and Specifications, Construction Layout Staking, and Construction Supervision Phases of the work. The fee for each separate phase shall be based on the "Construction cost" of each project authorized by the City and handled by the Engineer in accordance with this agreement. "Construction cost" is defined as the total cost to the City for the execution of the work authorized and handled in each separate phase, excluding fees for engineering and legal services, the cost of land, rights-of-way, legal and administrative expenses, but including the direct cost of all items of construction required for the complete work (including extras) and the actual value of all materials and equipment purchased or furnished directly by the City and incorporated in the project.

In the event that proposals for construction of any of the work authorized in the Plans and Specifications Phase are received within 90 days after submission of completed contract drawings and specifications, the fee for the corresponding services in the Plans and Specifications Phase, and the fee for the corresponding services in the Field Survey Phase, and the fee for the corresponding services in the Preliminary Phase shall be adjusted to the "Construction cost" as reflected by the lowest acceptable proposal and adjustments shall be made in final settlement so that the engineering fee shall equal that due under Section A. hereof. No reduction shall be made from the percentage fee on account of penalty or liquidated damages or other sums withheld from contractor's payments.

A. Fee Schedule

Basic minimum fee shall be used on construction cost of individual projects as listed under 1. of the preamble of this contract. Payment for services shall be made to the Engineer as determined by the following schedule:

<u>Cost of Construction</u>	<u>Basic Minimum fee in Percent</u>		
	<u>Classification</u>		
	A	B	Alteration Work
Less Than \$ 25,000	12.00	10.00	15.00
\$ 25,001 - 50,000	10.00	8.50	12.00
50,001 - 100,000	9.00	7.50	11.00
100,001 - 250,000	8.00	6.75	10.00
250,001 - 500,000	7.00	6.00	9.00
500,001 - 750,000	6.50	5.50	
750,001 - 1,000,000	6.00	5.25	
1,000,001 - 10,000,000	5.65	5.00	
over 10,000,000	5.00	4.50	

The schedule used for payment of services shall be based on Classification "B" above. The fee as computed from this schedule shall not be less than the maximum fee which would obtain if calculated under the next lower cost bracket.

For the purpose of establishing fees for separate phases, the following percentage allocations of the minimum scheduled fees apply:

PHASE	PERCENTAGE OF TOTAL FEE			
	A	B	C	D
Preliminary				10
Plans and Specifications				65
Construction Supervision				25

Use Column D for this project.

B. Method of Payment

Payment shall be made as follows:

- Preliminary Phase -----Total amount based on Engineer's cost estimate payable after approval of phase by the City.
- Plans & Specifications Phase -----partial payment may be made monthly upon submission of an invoice by the Engineer.
- Construction Supervision Phase -----Payment will be made in monthly installments in proportions to the construction work completed and 10% of the total fee due in the construction phase will be retained and be paid with 30 days after acceptance of the completed project.

On any project for which bids are received within 90 days after the plans and specifications have been filed with the City by the Engineer, the bid accepted by the City shall be used as the true basis upon which the fee is calculated. In the event payments previously made to the Engineer exceed the true fee, then the Engineer agrees to pay the City such an amount which will make the total payments equal to the true fee.

In those projects where bids are taken on additional segments of work designed by the Engineer which may or may not be included at the City's option and the City elects to delete said additional segments, the Engineer's fee for said segments for the Preliminary, Field Survey, and Plans and Specifications Phases will be calculated on the basis of the difference between the cost of construction of the project as awarded and the low bid on the project plus the deleted segments as a whole whether or not the person submitting such low bid was awarded the contract.

If the project, for which detailed plans and specifications have been completed and submitted to the City, has not been advertised for bids within 90 days after acceptance of the complete plans and specifications by the City, then all of the fee specified above for the Preliminary, Field Survey, and Plans and Specifications Phases shall be paid by the City to the Engineer. Said payment shall be based on the estimated construction cost of the project. After a bid has been accepted, such bid shall constitute the true basis on which the Engineer's fee is calculated, and adjustments shall be made accordingly, so that the total fee paid to the Engineer shall be equal to the fee to which he is entitled hereunder, based on the actual cost of construction.

C. Services Not included in Above Fees

The fees above described in the Preliminary, Field Survey, Plans and Specifications, Construction Layout Staking, and Construction Supervision Phases shall provide compensation to the Engineer for all services called for under this agreement to be performed by him, or under his direction, except the services set forth below. These excluded services, and the compensation to be paid by the City to the Engineer for their performance when authorized in writing by the City, are set forth as follows:

<u>Service</u>	<u>Basis of Compensation</u>
(1) Actual performance of test borings and other foundation investigations and related analyses, and detailed mill, shop and/or laboratory inspection of Materials or equipment.	Furnished directly by City or to be agreed upon in writing.
(2) Restaking (to be done only when requested in writing by City)	
(a) Street Projects. Staking all destroyed hubs and checking alignment of existing hubs. Elevations on all hubs shall be reestablished. Restaking shall be done as specified in Section I-C (1) hereof, and a cut sheet based on such restake shall be prepared.	Salary cost plus 25% and reimbursement for other direct costs. Total cost not to exceed \$70.00 per 1,000 lineal feet of street.
(b) Drainage and sanitary sewer projects.	to be agreed on in writing.
(3) Additional copies of reports, and additional blueprint copies of drawings and specifications over ten unless otherwise agreed.	Direct costs at standard reproduction cost.
(4) Assistance to the City as expert witness in any litigation with third parties, arising from the development or construction of the project.	\$100.00 per diem for each day in which Engineer's presence is required by Owner.
(5) Expenses incurred in making necessary land surveys, establishing boundaries and monuments.	To be agreed upon in writing.
(6) Any extra services not included in contract but authorized by City in writing.	To be agreed upon in writing.

SECTION V

REVISION TO DRAWINGS AND SPECIFICATIONS

The Engineer will make, without expense to the City, such revisions of the preliminary drawings as may be required to meet the needs of the City, but after plans and specifications have been accepted and approved by the City, if a decision is subsequently made which, for its proper execution, involves extra services and expenses for change in, or addition to the drawings, specifications or other documents, or if the Engineer is put to labor or expense by delay imposed on him from causes not within his control, such as by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expense shall not be considered as covered by the percentage fee stipulated in this agreement. Compensation for such extra services and expense shall be at salary cost plus 100%, plus reimbursement for other direct costs.

SECTION VI

OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes and data will remain the property of the Engineer as instruments of service. However, the City shall have free access to all such information, with the right to make and retain copies of drawings and all other documents, including field notes and data.

SECTION VII

ARBITRATION OF DISPUTES

Should any dispute arise hereunder between the City and the Engineer as to any of the terms of provisions of this agreement or the obligations of the parties thereunder, the City and the Engineer shall submit such dispute to arbitration as follows:

A. The City and the Engineer shall each appoint an arbitrator, who together shall select a third arbitrator.

B. Arbitrators shall have full power to investigate such dispute, hear witnesses, examine papers, drawings, and documents, and take professional expert opinion thereon and shall arbitrate and decide such dispute to carry out the intentions of the parties and do justice between them. Their decision shall be a condition precedent to any court Action.

C. In the event arbitrators are unable to agree upon the selection of the third arbitrator, or having selected such arbitrator, the three arbitrators are unable to reach an agreement, then the arbitration shall be considered to have been exhausted.

SECTION VIII
TERMINATION

The City may terminate this agreement at any time by a notice in writing to the Engineer. Upon receipt of such notice, the Engineer 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 Engineer shall submit a statement, showing in detail the services performed under this agreement to the date of termination. The City shall then pay the Engineer promptly that proportion of the prescribed fee which the services actually performed under this agreement bear to the total services called for under this agreement, 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.

SECTION IX

ASSIGNMENT OR TRANSFER OF INTEREST

Engineers 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.

2. PASSED AND APPROVED this 27th day of March, 1963. A.D.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny,
Assistant City Clerk

AN ORDINANCE #31227

AUTHORIZING EXECUTION OF AN ASSIGNMENT OF A LEASE AT INTERNATIONAL AIRPORT BY EXECUTIVE AIRLINES TO GULF OIL CORPORATION.

* * * * *

WHEREAS, a ground lease (Lease Area 334) at San Antonio International Airport to Executive Airlines, Inc., was authorized by Ordinance 30992 of December 26, 1962; and,

WHEREAS, an amendment to said lease was authorized by Ordinance 31123 adopted February 13, 1963; and,

WHEREAS, said lessee, Executive Airlines, Inc., has requested the City to execute an option agreement authorizing lessee to assign such lease to Gulf Oil Corporation; NOW, THEREFORE:

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

1. The City Manager is authorized to execute an Option Agreement and Assignment of Lease providing for the assignment of the aforesaid lease by Executive Airlines, Inc., to Gulf Oil Corporation pursuant to the terms of such instruments, a copy of each being attached hereto and incorporated herein for all purposes, subject to the following terms and conditions:

- (a) Executive Airlines, Inc., a Texas Private corporation, (hereinafter called "Lessee") and Gulf Oil Corporation, a private corporation chartered under the laws of the State of Pennsylvania, (hereinafter called "Gulf") acting by and through their designated officers pursuant to resolutions of their respective boards of directors, do accept the terms and conditions contained herein.
- (b) United States Fidelity and Guaranty Company, surety on Lessee's bond on the aforesaid lease as amended, agrees that the proposed assignment, if and when it is effective, shall not release such surety company from its obligations on said bond.
- (c) Said Lessee and Gulf shall each be obligated to give notice to the City of exercise of the option of assignment set forth in the attached instruments. Any notice to City required hereby or by the attached instruments shall be given pursuant to Art. IX, Par. 9, of the aforesaid lease.
- (d) City agrees to give thirty days written notice to Gulf of any default by Lessee of any terms of said lease for which City could cancel said lease for which City could cancel said lease prior to cancellation in order that Gulf might cure such default. Any notice to Gulf required hereunder shall be sufficient if sent registered or certified mail to the address shown below.

- (e) In the event Gulf exercises its option under the attached instruments, it may substitute itself as lessee under the aforesaid lease and Gulf may sublet the premises, subject to approval by City of the sublessee and provided that Gulf remains primarily liable if it sublets.

2. It is agreed that neither the City's agreements contained herein nor its approval of the attached instruments shall be construed in such manner as to constitute a violation by City of applicable laws and regulations of the United States or of the State of Texas, of the Charter of the City of San Antonio, or of ordinance-indentures securing airport revenue bonds issued by City.

3. PASSED AND APPROVED THIS 27th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk

4. ACCEPTED AND AGREED TO in all things this 28th day of March, 1963.

EXECUTIVE AIRLINES, INC., Lessee

ATTEST: Guy Arlington
Secretary

BY: John Laney
President

GULF OIL CORPORATION

ATTEST: R. E. Porter
Sales Eng.

BY: A. G. Fischer
Sales Manager

Gulf Building
P. O. Box 2100
Houston 1, Texas

The undersigned, acting as duly authorized Attorney-in-Fact for the surety named below, states that execution of the above agreement shall not release it from its obligations on the bond furnished the City on the aforesaid lease as amended.

United States Fidelity and Guaranty Company
Surety Company

BY: Marcel J. Derruau
Attorney-in-Fact

APPROVED AS TO FORM: Sam S. Wolf
City Attorney

AN ORDINANCE 31228

AMENDING SECTION 4-3.1 OF THE CITY CODE REGULATING EMPLOYEE PARKING AT INTERNATIONAL AIRPORT.

* * * * *

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

1. The first paragraph of Sec. 4-3.1 of the Code Code of the City of San Antonio is hereby amended to read as follows:

"Persons or firms and employees thereof operating or leasing space at San Antonio International Airport shall be permitted to park their vehicles in the designated "employee parking" areas near the terminal building only upon the following conditions:"

2. Paragraph (h) of Section 4-3.1 of said Code is hereby amended to read as follows:

"(h) A fee of \$1.00 shall be collected for each permit decal (Parking sticker) issued. It will be replaced without charge if the major portion thereof is returned to the director of aviation or if the vehicle is traded in by the permittee. A fee of \$1.00 shall be collected for a second or replaced permit decal in all other cases."

3. Paragraph (j) of Sec. 4-3.1 of said Code is hereby amended to read as follows:

"(j) The aforementioned "employee parking" areas shall be marked by appropriate signs giving notice that parking is restricted to permitted vehicles;"

4. Sec. 4-3.1 of said Code is hereby amended by adding thereto the following:

"(1) Such permit decal (parking sticker) shall not permit a vehicle bearing same to be parked in spaces reserved (and so marked by appropriate signs) for City-owned vehicles, rent-a-cars or holders of commercial parking permits."

5. PASSED AND APPROVED this 27th day of March, 1963.

ATTEST: James C. Kenny
Assistant City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31229

MANIFESTING AN AGREEMENT TO AMEND THE LEASE OF HANGAR 8 AT INTERNATIONAL AIRPORT TO REUBEN WEISS.

* * * * *

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

1. This ordinance manifests an agreement between the City and Reuben Weiss, lessee, to amend the lease of Hangar 8 at San Antonio International Airport dated May 23, 1962, approved by Ordinance 30362.

- a. The term of said lease is extended for the one-year period ending March 31, 1964.
- b. Paragraph 4 of said lease is amended to read as set out in Exhibit A hereto, to provide for quarterly reporting and payment of the gross receipts charge.
- c. All other terms and provisions of said lease shall remain in full force and effect.

2. PASSED AND APPROVED this 27th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk

EXHIBIT NO. "A"

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee:

GROSS RECEIPTS CHARGES

A. COMPUTATION:

Lessee shall pay to Lessor as an additional rental the following percentages of all applicable gross receipts from all commercial operations conducted on, in or from the premises described in Paragraph 1 hereof:

- 1% of the first \$200,000
- 3/4% of the second \$200,000
- 1/2% of the third \$200,000
- 1/4% of the fourth \$200,000
- 1/10% of the excess over \$800,000

of each year's applicable gross receipts.

Said percentage rentals shall apply to the applicable gross receipts during each calendar year or part thereof during the term of this lease, and shall be due and payable on the 30th day after each calendar quarter during said term.

B. DEFINITIONS: The term "Gross receipts" shall include the following:

- (1) The aggregate amount of all sales made and services performed for cash, credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not;
- (2) 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 reasonable value thereof, whichever sum is the greater; and,
- (3) The selling price of any accessory, part or supply added to or service furnished to an aircraft sold or held for sale by Lessee.

"Applicable gross receipts" as used herein shall mean "gross receipts" exclusive of the following items:

- (1) Aircraft sales.
- (2) Aircraft fuel sales.
- (3) The sale of services and goods to the military agencies of the United States; provided, however, that such sales must be made directly to and paid for directly by said military agencies to be deductible from gross receipts.
- (4) Wholesale sales or aircraft parts, accessories and supplies; provided however that such sales are made to others for the purpose of resale only.

C. RECORDS AND REPORTS:

With respect to business done by it hereunder, Lessee shall keep true and accurate accounts, records, books and data which shall show all the gross receipts, as defined hereinabove, upon and within said airport.

With the payment of quarterly percentage rentals as provided in A. above, Lessee shall submit to Lessor a detailed statement showing gross receipts from the operation of the business hereunder for that calendar quarter. These reports shall show such reasonable detail and breakdown as may be required by Lessor.

With the payment after the end of each calendar year during the term of this Lease or any extension thereof, Lessee shall submit to Lessor a detailed statement of gross receipts reflecting adjusted gross sales for the preceeding year of operation. Such statement shall be certified by an independent Certified Public Accountant and shall be accompanied by Lessee's payment covering any deficiency between payment made during the previous year of operation and payments due for such year of operation. In the event that Lessee's payment to Lessor for the previous year of operation exceeds the amount of payment required hereunder, Lessor shall reimburse Lessee with an amount equal to the difference between the sum required and the sum paid.

3. In the event this lease is terminated on any date other than the end of a calendar year, the statement and additional payment (if any) for such incomplete year required by this paragraph shall be submitted within sixty (60) days after the date of such termination.

4. A lessee whose total annual gross receipts do not exceed \$75,000 may submit such statement with an affidavit by him (or principal officer, if a corporation) as to its correctness, without certification by a Certified Public Accountant.

5. The said reports (or statements) shall be submitted on forms prescribed by Lessor.

D. AUDIT

For the purposes of determining accuracy of reporting gross receipts, Lessor may make a spot test audit and base its findings for the entire period upon such spot test, provided, however, that such a spot test shall include at least twenty-five percent of the total time of the period being audited.

In addition Lessor shall have the right during any one calendar year of this Lease to authorize one audit of Lessee's records pertaining to its operation on the Airport. Such audits shall be under taken by a reputable firm of independent Certified Public Accountants, satisfactory to Lessor. The cost of such audit shall be borne one-half by Lessee and one-half by Lessor, unless results of such audits reveal a discrepancy of more than five percent between gross receipts reported in accordance with this Paragraph D and the gross receipts as determined by audit for any twelve-month period. In case of such discrepancy the full cost of the audit shall be borne by Lessee.

AN ORDINANCE 31230 *amended
ord 32652
8/1/64*

AUTHORIZING EXECUTION OF AN AGREEMENT FOR AN OPTION TO LEASE AN AREA AT INTERNATIONAL AIRPORT WITH GEN-AERO, INC.

* * * * *

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

1. The City Manager is authorized to execute an agreement with Gen-Aero, Inc., giving said firm the option to enter into a ground lease for Lease Area 333 at San Antonio International. A copy of said agreement is attached hereto and incorporated herein.

2. PASSED AND APPROVED This 27th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk

LEASE NO. 333

STATE OF TEXAS
COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the City of San Antonio a Texas Municipal Corporation, acting by and through David a Harner, Its assistant City Manager, pursuant to Ordinance No. 31230 adopted March 27th, 1963, (hereinafter called "Lessor"), and Gen-Aero, Inc., a Texas corporation, acting by and through its designated officers pursuant to a resolution of its board of directors, (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES

The Lessor does hereby and by these presents grant an option to Lessee to lease premises located at the San Antonio International Airport (hereinafter called "Airport"), San Antonio, Bexar County, Texas, as shown on Exhibit 1 which is attached hereto and made a part hereof, containing 478,291 square feet more or less.

2. RENTAL

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

CREATED: Annual Rate Annual

Ground:

<u>Sq. Ft.</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
299,248	\$0.01	\$2,992.48	\$249.37
179,043	\$0.005	\$ 895.22	\$ 74.60

3. TERM

The term of this option shall be for the three (3) month period beginning April 1, 1963 and ending June 30, 1963.

4. OPTION

Lessee shall have the right during the term hereof to enter into a lease with Lessor of the premises described in exhibits hereto, such lease to be executed upon the Lessor's standard ground lease form containing standard provisions as to term, rentals, and other obligations and rights of Lessor and Lessee for this type of operations and premises.

EXECUTED this 27th day of March, 1963.

CITY OF SAN ANTONIO, Lessor

BY: David A. Harner
Assistant City Manager

GEN-AERO, INC., Lessee

BY: Charles R. Watson
Treasurer

AN ORDINANCE 31231

MANIFESTING AN AMENDMENT OF A LEASE TO TOBIN MAP CO. AT STINSON MUNICIPAL AIRPORT TO ADD THERETO ADDITIONAL SPACE.

* * * * *

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

1. This ordinance manifests an agreement between the City and the Tobin Map Co., a Texas private corporation acting by and through its designated officers pursuant to a resolution of its board of directors, to amend the lease contract for Hangar 4 (Bldg. 605) at Stinson Municipal Airport executed pursuant to Ordinance 29068 of October 27, 1960, as follows:

- (a) The City hereby leases to Tobin Map., Co., Lessee, additional space at said Airport, consisting of 336 sq. ft., in bldg., 607 as shown on Exhibit A hereto.
- (b) Lessee shall pay rental for this space in the amount of \$20.00 per month in advance.
- (c) Lessee shall install plumbing, wiring and flooring and make repairs to these premises to meet the requirements of City codes subject to the approval of the Director of Aviation, at no cost to the City. The estimated cost of cost of such items is \$500.00.
- (d) This amendment shall be effective beginning the 1st day of April, 1963.
- (e) All other terms and provisions of the aforementioned lease contract shall remain in force and effect.

2. PASSED AND APPROVED this 27th day of March, 1963.

W. W. McAllister
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk

3. ACCEPTED AND AGREED TO in all things, this 27th day of March, 1963.

TOBIN MAP CO., Lessee

BY: C. E. Kepner
Vice-President

Address: P. O. Box 2101
San Antonio,

AN ORDINANCE 31232

MAKING AND MANIFESTING AN AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE CITY WATER BOARD FOR THE RENTAL OF CERTAIN SPACE IN THE CITY HALL ANNEX BUILDING, BY THE CITY WATER BOARD FOR A PERIOD OF 5 YEARS UNDER THE SAME TERMS AND CONDITIONS AS ARE CONTAINED IN THE RESOLUTION OF APRIL 17, 1958.

* * * * *

WHEREAS, the City of San Antonio has furnished office space in the approximate amount of 33,000 square feet, more or less, to the City Water Board in the City Hall Annex Building at 506 Dolorosa Street; and

*amended
ord 31232
3/28/69*

WHEREAS, the terms and conditions of said agreement between the City of San Antonio and the City Water Board have been satisfactory; and

WHEREAS, the City Water Board desires to continue the use of said premises under the same terms and conditions set out in said Resolution of April 17, 1958; NOW THEREFORE,

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

1. This ordinance makes and manifests an agreement between the City of San Antonio and the City Water Board for the rental, by the City Water Board, of 33,000 square feet, more or less, in the City Hall Annex Building, 506 Dolorosa Street, under the same terms and conditions contained in the Resolution of April 17, 1958. Said terms and conditions being:

- a. The term of use of such space shall be for a period of five (5) years beginning April 17, 1963.
- b. The board shall pay to the City One Dollar (\$1.00) per square foot per year for the use of such space.
- c. The City will furnish all utilities to the outside wall of such space, free of cost to the Board.
- d. The City will furnish perimeter walls to the space to be used by the space to be used by the Board, and will furnish inside walls for space housing IBM equipment, only, at no cost to the Board.
- e. The City will furnish toilet facilities for Board employees within the space to be used by the Board.
- f. The City will furnish heat, light, airconditioning, and water, at no cost to the Board.

2. PASSED AND APPROVED this 27th day of March, 1963.

ATTEST: James C. Kenny
Assistant City Clerk

Walter W. McAllister
M A Y O R

APPROVED AS TO FORM: Sam S. Wolf
City Attorney

3. ACCEPTED AND AGREED TO IN ALL THINGS this 12 day of April, 1963.

BY: Bruce E. Sasse
City Water Board
General Manager

AN ORDINANCE 31233

AUTHORIZING TRANSFER OF THE SUM OF \$6,853.15 FROM CONTINGENCY ACCOUNT 70-01-01, GENERAL FUND, TO INTERNATIONAL AIRPORT REVENUE FUND FOR USE OF NORTH LOOP SERVICE CENTER PREMISES.

* * * * *

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

1. The sum of \$6,853.15 is hereby transferred from contingency Account 70-01-01, General Fund, to International Airport Revenue Fund in payment for the premises occupied by the North Loop Service Center for the period December 29, 1960, to July 31, 1963, pursuant to the provisions of Ordinance 29185 as amended by Ordinance 29395.

2. PASSED AND APPROVED this 27th day of March, 1963.

W. W. McAllister,
M A Y O R

ATTEST: James C. Kenny,
Assistant City Clerk

AN ORDINANCE 31234

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GRIMM'S GARDEN CENTER TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN PLANT MATERIALS FOR A NET TOTAL OF \$5,281.55.

* * * * *

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

1. The attached low qualified bid of Grimm's Garden Center, dated March 25, 1963 to furnish the City of San Antonio, Department of Parks and Recreation with certain plant materials for a net total of \$5,281.55 is hereby accepted.

2. Payment to be made as follows:

(A) Authorizing payment from funds appropriated by Ordinance #31147, dated February 20, 1963 out of Parks Improvement Bond Fund #479-18:

(B) West side Park

\$2,738.00

Southside Lions Park	\$	245.00	
Harlandale Park		177.75	
South San Antonio Recreation Center		<u>714.80</u>	\$ 3,875.55

(B) Authorizing payment from General Fund 1-01 - Department of Parks and Recreation:

Account No. 11-02-01	Code 3-19	\$	477.00	\$	1,406.00
Account No. 11-03-18	Code 5-12		<u>929.00</u>		<u>\$ 5,281.55</u>

- All other bids received are hereby rejected.
- PASSED AND APPROVED this 27th day of March, 1963.

W. W. McAllister,
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk

AN ORDINANCE 31235

ACCEPTING THE ATTACHED LOW QUALIFIED BID FO MAGEE-HALL PARK-O-METER COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF TRAFFIC & TRANSPORTATION WITH CERTAIN COIN BOX LOCKS & KEYS FOR PARKING METERS FOR A NET TOTAL OF \$1,188.00

* * * * *

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

1. The attached low qualified bid of Magee-Hale Park-O-Meter company, dated March 25, 1963 to furnish the City of San Antonio Department of Traffic & Transportation with certain coin box locks and keys for parking meters for a net total of \$1,188.00 if hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Traffic & Transportation, Account No. 23-02-04, code 3-40.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 27th day of March, 1963.

W. W. McAllister,
M A Y O R

ATTEST: James C. Kenny,
Assistant City Clerk

AN ORDINANCE 31236

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH R. MARVIN SHIPMAN FOR ENGINEERING SERVICES FOR THE CONSTRUCTION OF THE IRA LEE SANITARY SEWER.

* * * * *

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

1. The payment of 7 1/2% of actual construction cost of the City's portion of Ira Lee Road Sanitary Sewer is authorized out of Sewer Revenue Fund 204 as developer engineer's fee and payable to R. Marvin Shipman, Consulting Engineer, in the following manner:

65% of the fee due after contract has been awarded for said job,
and the remaining 35% to be paid monthly as the job progresses.

2. The City Manager is hereby authorized to execute an agreement to accomplish the above.

3. PASSED AND APPROVED this 27th day of March, 1963.

W. W. McAllister,
M A Y O R

ATTEST: James C. Kenny
Assistant City Clerk