

more advantageous, or upon conditions less stringent, or at a less rental for comparable lands or parcels thereof than for those herein demised.

The Lessor agrees not to engage directly or indirectly in any of the activities herein described except that this provision shall not be construed to limit Lessor with respect to granting of Leases to the other hangar operators. Lessor may lease or rent land or hangars for non-commercial and wholesale aviation purposes or for industrial operations at different terms than those set forth herein.

The Lessor agrees that it will not lease individual aircraft storage space to civil aviation tenants in any hangar structure owned, leased or controlled by the Lessor at a rental rate lower than the average of that then currently from time to time being charged by this Lessee for space occupied by like civil aviation tenants in the hangar improvements on the demised premises, unless with the specific written consent of this Lessee, such consent of this Lessee, such consent not to be withheld if all available space controlled by this Lessee on the Airport is fully occupied.

The Lessor agrees not to engage directly in the business of selling aircraft fuels and lubricants during the term of this lease, provided, however, that Lessor reserves the right to commence furnishing aircraft fuels and lubricants to commercial airlines certificated by the C. A. B. to serve San Antonio with passenger, mail and/or cargo or freight service.

ARTICLE X

GENERAL

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

2. All of the terms, covenants and agreements herein contained shall be binding upon and shall ensue to the benefit of successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 27th day of April, A.D., 1961.

CITY OF SAN ANTONIO Lessor

By /s/ B. J. Shelley  
Assitant City Manager

ATTEST: J. H. Inselmann  
Asst. City Clerk

HOWARD AERO, INC. Lessee

By /s/ Thomas Carmichael

ATTEST: W. R. Irvin  
Secretary

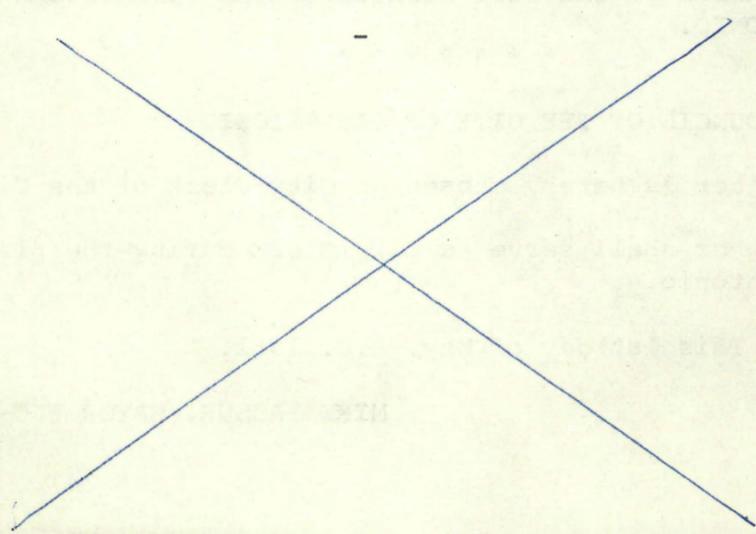
AN ORDINANCE 29, 234

PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE NORTHWEST CITY LIMITS OF SAN ANTONIO.

\*\*\*\*\*

PASSED AND APPROVED this 27th day of April, A.D., 1961.

For full text see Ordinance Book K K, Page 410.



AN RESOLUTION ✓

DESIGNATING WALTER W. McALLISTER, SR. AS THE PRESIDING OFFICER OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO AND CONFERRING UPON HIM THE TITLE OF MAYOR AND PROVIDING THAT HE SHALL SERVE AS SUCH DURING THE PLEASURE OF THE SAID CITY COUNCIL.

\* \* \* \* \*

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

- 1. That Walter W. McAllister, Sr. is hereby designated as the presiding officer of the City Council of the City of San Antonio.
- 2. That, pursuant to the provisions of Article II, Section 9, of the Charter of the City of San Antonio, the title of Mayor is hereby conferred on said Walter W. McAllister, Sr.
- 3. That, pursuant to the provisions of Article II, Section 9, of the Charter of the City of San Antonio, said Walter W. McAllister, Sr. shall serve as presiding officer of the City Council and as Mayor during the pleasure of the City Council.
- 4. PASSED AND APPROVED this 1st day of May, A.D., 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

A RESOLUTION ✓

DESIGNATING MIKE PASSUR AS MAYOR PRO-TEM OF THE CITY OF SAN ANTONIO TO SERVE DURING THE PLEASURE OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO.

\* \* \* \* \*

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

- 1. That Mike Passur is hereby designated as the Mayor Pro-Tem of the City of San Antonio.
- 2. That, pursuant to the provisions of Article II, Section 9 of the Charter of the City of San Antonio, said Mike Passur shall serve as Mayor Pro-Tem of the said City during the pleasure of the City Council of the said City.
- 3. PASSED AND APPROVED this 1st day of May, A.D. 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

A RESOLUTION ✓

CHOOSING J. FRANK GALLAGHER AS THE CITY CLERK OF THE CITY OF SAN ANTONIO TO SERVE DURING THE PLEASURE OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO.

\* \* \* \* \*

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

- 1. That J. Frank Gallagher is hereby chosen as City Clerk of the City of San Antonio.
- 2. That J. Frank Gallagher shall serve as City Clerk during the pleasure of the City Council of the City of San Antonio.
- 3. PASSED AND APPROVED This 1st day of May, A.D. 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 435

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. 1428) The re-zoning and reclassification of property from "B" Residence District to "F" Local Retail District as follows: Lot 1, NCB 10865
- 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 4th day of May, A.D. 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 436

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. 1453) The re-zoning and reclassification of property from "F" Local Retail District to "JJ" Commercial District as follows: Lots 9 and 10, Blk. 5, NCB 7706.
- 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 4th day of May, A.D., 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 29, 437

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. 1457) The re-zoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: Arb. Tract C, NCB 10779.

## FIELD NOTES:

1.89 acres of land in Maria Gertrudes de Alaniz Survey #20, and being a part of a 3.97 acre tract conveyed to Joe L. Nentwig by H. Grady Harris and wife, Mary Harris by deed dated August 4, 1926, recorded in Vol. 911, page 46, Deed Records of Bexar County, Texas, and being more particularly described as follows:

BEGINNING at an iron pipe in original west property line of W. W. White Road, which point is original southeast corner of the original tract described in field notes titled "A certain tract of land consisting of 3.97 acres out of the Maria Gertrudes de Alaniz Survey #20, on the W. W. White Road about 6 miles southeast of San Antonio;

THENCE west 27 feet to an iron pin set in the new west line of W. W. White Road, which point is new southeast corner of the original tract described above;

THENCE with the new west line of W. W. White Road North 0°17' west 186.2 feet to an iron pin for the southeast corner and point of beginning of tract herein described;

THENCE with the new west line of W. W. White Road North 0° 17' west 176.3 feet to a fence corner for the northeast corner of this tract;

THENCE with fence west 467.9 feet to a fence corner for the northwest corner of this tract;

THENCE south 0° 24' east 176.3 feet to an iron pin set in fence line for the southwest corner of this tract;

THENCE east 467.5 feet to the point of beginning, containing 1.89 acres, more or less.

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 4th day of May, A.D., 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 29, 438

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

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1466) The re-zoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: S. 35.2' of Lot 2, NCB 11874.

FIELD NOTES OF:

Lot 2 except portion thereof taken for Loop 13, NCB 11874, North Port Acres Subdivision, San Antonio, Bexar County, Texas, according to plat recorded in Volume 2575, page 33, Bexar County Plat Records; and being more particularly described as follows:

BEGINNING at an iron pin found in the northwest line of Broadway at the most southerly corner of said Lot 2, being the most easterly corner of Lot 3;

THENCE N. 65° 02' 04" W. along the line between Lots 2 and 3 a distance of 180.30 feet to an iron pin found at the most westerly corner of Lot 2;

THENCE N. 32° 09' 20" E. along the line between Lots 2 and 17 a distance of 35.20 feet to an iron pin set in the new southerly right-of-way line of Loop 13 Highway;

THENCE S. 66° 23' 26" E. along the new southerly right-of-way line of Loop 13 Highway, a distance of 125.84 feet to an iron pin found at the northerly end of the cut-off line to the northwest line of Broadway;

THENCE S. 28° 16' 05" E. along said cut-off line, a distance of 62.53 feet to the place of beginning.

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 4th day of May, A.D., 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 439

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. 1474) The re-zoning and reclassification of property from "B" Residence District to "E" Office District and "JJ" Commercial District as follows: Lot 29, NCB 10111 from "B" Residence District to "E" Office District and Lot 30, NCB 10111 from "B" 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 inspections.

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

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 440

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

\* \* \* \* \*

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit: (CASE NO. 1475) The re-zoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: Lot 1, NCB 11632.
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 4th day of May, A.D., 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 441

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GIRARD MACHINERY & SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN BROOM FIBER FOR A TOTAL OF \$4,109.84.

\* \* \* \* \*

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

1. The attached low qualified bid of Girard Machinery & Supply Company, dated May 5, 1961 to furnish the City of San Antonio, Department of Public Works (Sewers & Garbage Division) with 40,000 pounds, Gerdeau Broom Fiber for \$4,109.84, less \$400.96, 5 days, net \$3,708.88.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-02-06.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 442

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MUNI QUIP CORPORATION TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH TWO RADAR SPEED METERS FOR A TOTAL OF \$1,790.00.

\* \* \* \* \*

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

- 1. The attached low qualified bid of Muni Quip Corporation, dated April 24, 1961, to furnish the City of San Antonio, Police Department with two model 1200 Muni Quip radar speed meters for a total of \$1,790.00, less 2%-20 days is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Police Department, Account No. 07-04-01.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 443 ✓

GRANTING PERMISSION TO JOHN M. PARKER & WIFE TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS.

\* \* \* \* \*

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

- 1. That the petition of John M. Parker and wife, for a license to use the sanitary sewerage system of the CITY OF SAN ANTONIO, is granted hereby, subject to the following precedent conditions;
- 2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.
- 3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the CITY OF SAN ANTONIO.
- 4. That this permit is intended to cover only the sewerage from the property of the Licensee, as same is now situated on said premises at

NUMBER	412 Wiltshire	STREET, LOT	6
BLOCK	8, C. B. 4054	Terrell Hills, Texas	

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

- 5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.
- 6. That the use of said sewer connection shall be subject to the regulation of the CITY OF SAN ANTONIO, AND no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement shall be conclusive.
- 7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit. Licensee claims no rights to the use of the sanitary sewerage system of the City of San Antonio or to the rates of rental charges prescribed under the provisions of a contract entered into between the City of San Antonio and Bexar County Water Control and Improvement District No. 8, adopted by Ordinance No. 2943, effective December 31, 1945. Licensee

waives all rights or claims under such contract and accepts the license granted herein subject solely to the terms hereof and the regulations of the City.

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

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

PASSED AND APPROVED this 11th day of May, A.D., 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 444 ✓

GRANTING PERMISSION TO JOHN T. DeFOREST, RECTOR,  
TO USE THE CITY SANITARY SEWERS BY A CONNECTION  
OUTSIDE OF THE CITY LIMITS.

\* \* \* \* \*

Same as Ordinance No. 29,443 except Paragraph 4 which reads as follows:

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

NUMBER 901 Canterburg Hill STREET, LOT 1 and 15' of Lot 2  
BLOCK 9 County Block 5848A Terrell Hills, Texas

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

AN ORDINANCE 29, 445 ✓

TO USE THE CITY SANITARY SEWERS BY A CONNECTION  
OUTSIDE OF THE CITY LIMITS OF THE PETITION OF  
JOSEPH W. KOCH AND WIFE.

\* \* \* \* \*

Same as Ordinance No. 29,443 except Paragraph 4 which reads as follows:

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

NUMBER 114 Hannasch STREET, LOT 4  
BLOCK C. B. 5508 Block 2 Balcones Heights, Texas

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

AN ORDINANCE 29, 446 ✓

TO USE THE CITY SANITARY SEWERS BY A CONNECTION  
OUTSIDE OF THE CITY LIMITS OF THE PETITION OF  
MR. & MRS. JAMES SALZMAN

\* \* \* \* \*

Same as Ordinance No. 29,443 except Paragraph 4 which reads as follows:

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

NUMBER 109 Hannasch Drive STREET, LOT 16, B-1 Hannasch Subdivision

BLOCK C.B. 5508, B Balcones Heights, Bexar Co., Texas

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

AN ORDINANCE 29, 447

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS OF THE PETITION OF MR. & MRS. T. G. GRIFFIN.

\*\*\*\*\*

Same as Ordinance No. 29, 443 except Paragraph 4 which reads as follows:

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

NUMBER 107 Hannasch Drive STREET, LOT 17, B-1 Hannasch Subdivision  
BLOCK C.B. 5508-B Balcones Heights, Bexar County, Tex as

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

AN ORDINANCE 29, 448

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS OF THE PETITION OF HENRY J. HANNASCH AND WIFE.

\*\*\*\*\*

Same as Ordinance No. 29,443 except Paragraph 4 which reads as follows:

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

NUMBER Hannasch Drive STREET, LOT No. 14 & No. 3  
BLOCK No. 1 & 2 C.B. 5508Hannasch Re-Subdivision, Balcones Heights, Texas

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

AN ORDINANCE 29, 449

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS OF THE PETITION OF WILLIAM R. BARR AND WIFE.

\*\*\*\*\*

Same as ordinance No. 29,443 except Paragraph 4 which reads as follows:

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

NUMBER 105 Hannasch STREET, LOT 18  
BLOCK 1, Hannasch Subdivision Balcones Heights, Texas C.B. 5508

AN ORDINANCE 29,450

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS OF THE PETITION OF ALVIN H. HANNASCH AND WIFE.

\*\*\*\*\*

Same as Ordinance No. 29,443 except Paragraph 4 which reads as follows:

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

NUMBER 111 Hannasch STREET, LOT 15  
BLOCK #2 Hannasch Re-Subdivision C.B. 5508 Balcones Heights, Texas

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

AN ORDINANCE 29, 451

TO USE THE CITY SANITARY SEWERS BY A CONNECTION  
OUT SIDE OF THE CITY LIMITS OF THE PETITION OF  
GEORGE CONDOS.

\*\*\*\*\*

Same as Ordinance No. 29,443 except Paragraph 4 which reads as follows:

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

NUMBER : 217 Geneseo Road STREET, LOT 34E  
BLOCK C.B. 5644B Terrell Hills, Bexar County, Texas

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

A RESOLUTION

ACCEPTING AN EASEMENT FROM P. E. GREEN, ET  
UX, FOR TILLIE DRIVE DRAINAGE PROJECT.

\*\*\*\*\*

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

1. An easement by dedication, across a tract of land known as Lot A1, NCB 10849, granted by P. E. Green and wife, Georgie D. Green, as more particularly described in a copy of the Dedication filed herewith, is hereby accepted. (Parcel No. 4180)

2. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 452

CLOSING AND ABANDONING AN ALLEY IN NCB 7022, AND  
AUTHORIZING THE CITY MANAGER TO QUITCLAIM SAME TO  
MANOR BAPTIST CHURCH FOR A CONSIDERATION OF  
\$156.00

\*\*\*\*\*

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

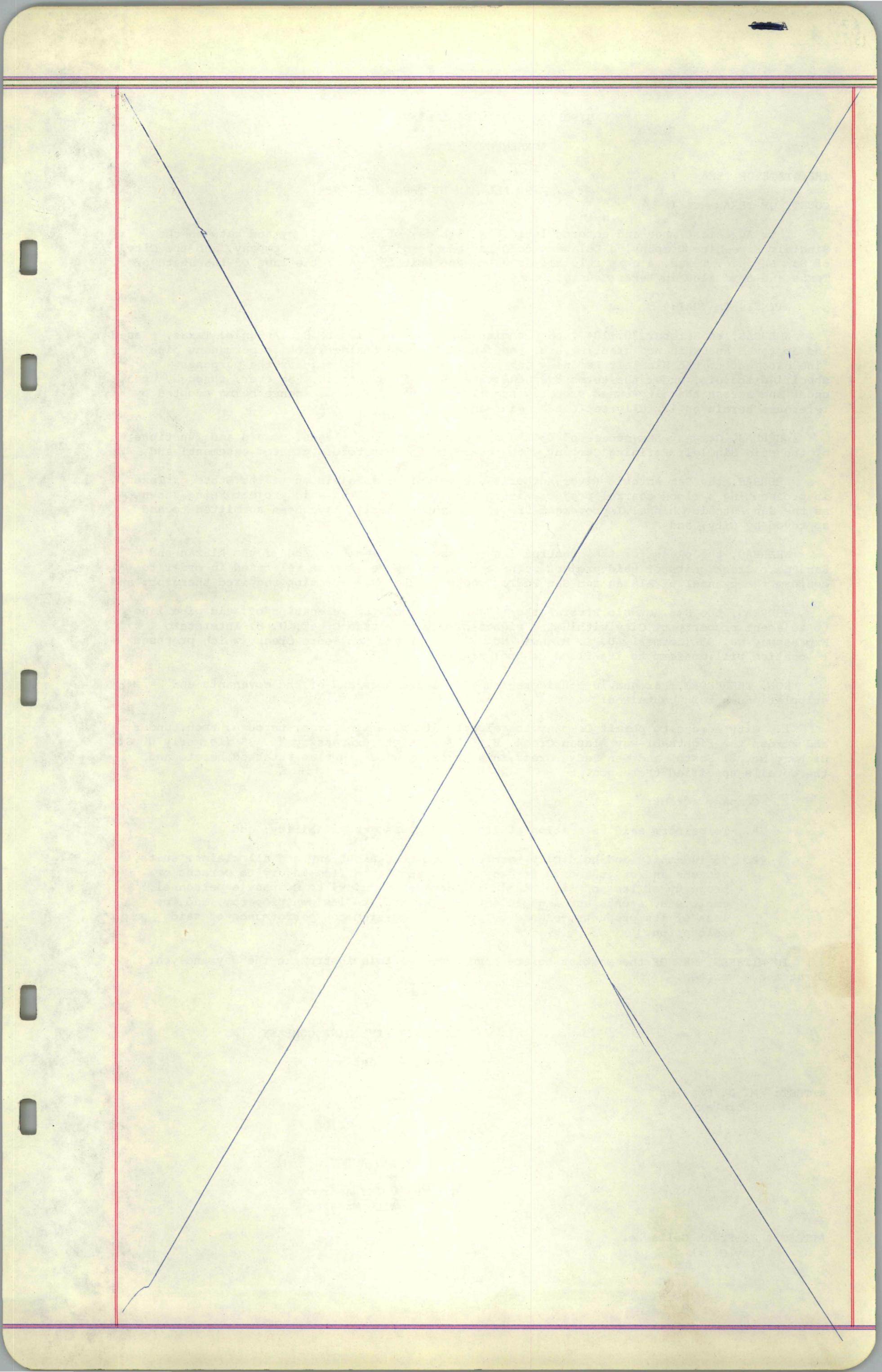
1. The alley in NCB 7022, as described in the copy of the Quitclaim Deed filed herewith and incorporated herein be reference, is hereby closed and abandoned.

2. The City Manager is hereby authorized to execute a Quitclaim of the aforementioned alley to Manor Baptist Church in consideration of the payment of the sum of One Hundred Fifty-Six (\$156.00) Dollars. The Quitclaim is not to be delivered until proper replatting of Grantee's property has been accepted by the Planning Commission.

3. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk



635 A

SINCLAIR PIPE LINE COMPANY

AGREEMENT

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR X

This Agreement made and entered into this 11th day of May, 1961, by and between the Sinclair Pipe Line Company, a Delaware corporation, hereinafter called Company, and the City of San Antonio, Texas, a home rule city created and existing under the laws of the State of Texas and domiciled in Bexar County, Texas, hereinafter called City,

WITNESSETH THAT:

WHEREAS, on October 30, 1947, the Commissioners of the City of San Antonio, Texas, passed and approved an Ordinance granting, for good and valuable consideration, a permanent pipe line easement to the Sinclair Refining Company, a Maine corporation, for the purposes specified therein, under the terms and conditions specified therein, and over, through, upon, under and across the city-owned property specified therein, said Ordinance being adopted by reference herein as if fully set out herein; and

WHEREAS, Company has succeeded to the duties, rights, privileges, powers and functions of the said Sinclair Refining Company with regard to the heretofore granted easement; and

WHEREAS, the San Antonio River Authority, a political subdivision of the State of Texas, is prosecuting a flood control project within the limits of City, said project being known as the San Antonio Channel Improvement Project, plans for which have been submitted to and approved by City; and

WHEREAS, the plans for the construction, operation and maintenance of the Alazan and San Pedro Creek units of said project require that said pipe line be relocated in order to conform the channel of Alazan and San Pedro Creeks to the cross-section required therefor; and

WHEREAS, the San Antonio River Authority has approved the relocation of said pipe line to adjacent property of City within the rights-of-way of Alazan Creek, U. S. Interstate Expressway No. 35 (formerly U. S. Highway No. 81 South) and San Pedro Creek, which proposed relocation will conform to its flood control plans.

NOW, THEREFORE, For and in consideration of the premises and of the covenants and stipulations herein contained:

1. City agrees to permit Company to relocate its pipe line over, through, upon, under and across the rights-of-way Alazan Creek, U. S. Interstate Expressway No. 35 (formerly U. S. Highway No. 81 South) and San Pedro Creek in accordance with the plan attached hereto and the details specified thereupon.

2. Company agrees:

- A. To perform said relocation at its sole expense and liability; and
- B. To indemnify and hold City harmless from and against any and all claims, suits, actions and/or judgments for any damage resulting from injury to persons or property or loss of life, including damage or injury to Company's personnel, employees, agents and independent contractors, to its own property, and for loss of its products, caused by or resulting from the performance of said relocation.

IN WITNESS WHEREOF the parties hereto have executed this instrument the day and year first above written.

COMPANY:

SINCLAIR PIPE LINE COMPANY

BY: Vice-President

ATTEST: M. J. Frazier  
Secretary

CITY:

City OF SAN ANTONIO

BY: /s/ L. H. Andrews  
City Manager

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 29, 453

CLARIFYING AN ORDINANCE PASSED AND APPROVED ON OCTOBER 30, 1947, GRANTING A PIPE LINE EASEMENT TO THE SINCLAIR REFINING COMPANY, SO AS TO GRANT PERMISSION TO THE SINCLAIR PIPE LINE COMPANY TO RELOCATE A CERTAIN PORTION OF ITS PIPE LINE AT ITS OWN EXPENSE TO CONFORM THE CHANNEL OF ALAZAN AND SAN PEDRO CREEKS TO CROSS-SECTION REQUIRED FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF THE SAN ANTONIO CHANNEL IMPROVEMENT PROJECT OF THE SAN ANTONIO RIVER AUTHORITY.

\* \* \* \* \*

WHEREAS, on October 30, 1947, the Commissioners of the City of San Antonio, Texas, passed and approved an Ordinance granting for good and valuable consideration, a permanent pipe line easement to the Sinclair Refining Company, a Maine corporation, for the purposes specified therein, under the terms and conditions specified therein, and over, through, upon, under and across the city-owned property specified therein, said Ordinance being adopted by reference herein as if fully set out herein; and

WHEREAS, the Sinclair Pipe Line Company, a Delaware corporation, has succeeded to the duties, right, privileges, powers and functions of the said Sinclair Refining Company with regard to the heretofore granted easement; and

WHEREAS, the San Antonio River Authority, a political subdivision of the State of Texas, is prosecuting a flood control project within the limits of the City of San Antonio, Texas, said project being known as the San Antonio Channel Improvement Project, plans for which have been submitted to and approved by said city; and

WHEREAS, the plans for the construction, operation and maintenance of the Alazan and San Pedro Creek units of said project require that said pipe line be relocated in order to conform the channel of Alazan and San Pedro Creeks to the cross-section required therefor; and

WHEREAS, the San Antonio River Authority has approved the relocation of said pipe line to adjacent property of said city within the rights-of-way of Alazan Creek, U.S. Interstate Expressway No. 35 (formerly U. S. Highway No. 81 South) and San Pedro Creek, which proposed relocation will conform to its flood control plans; and

WHEREAS, the Sinclair Pipe Line Company has agreed to cause such relocation to be made at its own expense and liability in accordance with the plan attached hereto and adopted by reference herein; and

WHEREAS, said company has requested a clarification of its right to perform such relocation under the terms of the said Ordinance of October 30, 1947.

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

1. That the Sinclair Pipe Line Company is hereby permitted to relocate its pipe line over, through, upon, under and across the rights-of-way of Alazan Creek, U. S. Interstate Expressway No. 35 (formerly U. S. Highway No. 81 South) and San Pedro Creek in accordance with the plan attached hereto and the details specified thereupon.

2. That said relocation shall be at the sole expense and liability of the Sinclair Pipe Line Company.

3. That the Sinclair Pipe Line Company shall agree to indemnify and hold the City of San Antonio, Texas, harmless from and against any and all claims, suits, actions and/or judgments for any damage resulting from injury to persons or property or loss of life, including damage or injury to Company's own personnel, employees, agents and independent contractors, to its own property, and for loss of its products, caused by or resulting from the performance of said relocation.

4. That the said Ordinance of October 30, 1947, is in all respects ratified, approved, confirmed and carried forward.

5. That the City Manager is authorized to execute and the City Clerk is authorized and directed to attest under the City Seal an Agreement with the Sinclair Pipe Line Company, which agreement shall effectuate the provisions of this Ordinance.

5. PASSED AND APPROVED this 11th day of May, A.D. 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 29, 454

GRANTING AND CONVEYING AN EASEMENT BY AND FROM THE CITY OF SAN ANTONIO, TEXAS, TO THE SAN ANTONIO RIVER AUTHORITY FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING A FLOOD CONTROL CHANNEL UPON AND ACROSS LANDS OWNED OR HELD BY THE CITY OF SAN ANTONIO AS HEREINBELOW DESCRIBED.

\* \* \* \* \*

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

1. That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, this Ordinance makes and manifests an easement whereby the CITY OF SAN ANTONIO, TEXAS, a municipal corporation of Bexar County, Texas, herein called Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY to the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, of Bexar County, Texas, herein called Grantee, an easement for the purposes enumerated in Paragraph 2, below, upon and across the below-described real property situated within the corporate limits of the City of San Antonio, Texas, to-wit:

PARCEL "A"

Being an irregular strip of land on the northwest side of a tract of land acquired for the use of the Waterworks Board of Trustees of the City of San Antonio, Texas, said tract being composed of New City Blocks 6915 and 6916 and of that part of a street formerly known as Avon Court, said street having been abandoned as such by the City of San Antonio and dedicated to the use of the said Waterworks Board of Trustees, said irregular strip being situated within the corporate limits of the City of San Antonio, Bexar County, Texas, and more particularly described as follows:

BEGINNING at a point in the southwest boundary of said tract, which point is Three Hundred Fourteen point Forty-three feet (314.43') North 38° 36' West from the southerly corner of said tract, said corner being also the south corner of New City Block 6915;

THENCE, continuing along the southwest boundary of said tract North 38° 36' West, a distance of Fifteen point Eighty-one feet (15.81') to the west corner of said tract and of New City Block 6915;

THENCE, along the northwest boundary of said tract, North 72° 05' 30" East, a distance of Four Hundred Five point Five feet (405.5') to a point;

THENCE, North 68° 14' 30" East, a distance of Three Hundred Forty-one point Seven feet (341.7') to a point;

THENCE, North 45° 58' East, a distance of One Hundred Twenty point Twenty-six feet (120.26') to the north corner of said tract;

THENCE, along the north boundary of said tract, South 78° 03' East, a distance of Thirty-five point Zero feet (35.0') to a point;

THENCE, leaving said north boundary, South 17° 08' 05" West, a distance of Twenty-six point Two feet (26.6') to a point;

THENCE, South 52° 10' West, a distance of One Hundred Ninety-four point Five feet (194.5') to a point;

THENCE, South 74° 26' 08" West, a distance of Six Hundred Forty point Zero (640.0') to a point;

THENCE, South 55° 50' 25" West, a distance of Forty-three point Thirty-eight feet (43.38') to the POINT OF BEGINNING.

A plat of this Parcel "A" is attached hereto as EXHIBIT "A"

PARCEL "B"

Being an irregular strip of land on the west side of a tract of land acquired for the use of the Waterworks Board of Trustees of the City of San Antonio, Texas, said tract of land being situated in City Block A-20, and used by said Waterworks Board of Trustees for its Mission Pumping Station, said irregular strip being situated within the corporate limits of the City of San Antonio, Bexar County, Texas, and more particularly described as follows:

BEGINNING at a point in the southwest boundary of said tract, said point lying Twenty-nine point Fifty-one feet (29.51') North 29° 07' 27" West of the most southerly corner of said tract;

THENCE, along the southwest boundary of said tract, North 29° 07' 27" West, a distance of Forty point Zero Seven (40.07') to a corner;

THENCE, along the west boundary of said tract, North 25° 01' 01" East, a distance of One Hundred Fifteen point Eighty-seven feet (115.87') to a point;

THENCE, North 33° 52' 02" East, a distance of Thirty-five point Eighty-nine feet (35.89') to a point;

THENCE, North 36° 33' 28" East, a distance of Fifty-eight point Seventy-six feet (58.76') to a point;

THENCE, North 45° 00' East a distance of Twenty-five point Forth-six feet (25.46') to a point;

THENCE, North 53° 01' 44" East, a distance of One Hundred Sixty-nine point Six feet (169.6') to the most northerly corner of said tract;

THENCE, along the north boundary of said tract, South 38° 36' 00" East, a distance of Seven point Eighty-one feet (7.81') to a point;

THENCE, South 55° 50' 25" West, a distance of Seven point Thirty-eight feet (7.38') to a point;

THENCE, South 52° 18' 21" West, a distance of Forty-one point Seventy Feet (41.70') to a point;

THENCE, South 51° 52' 14" West, a distance of One Hundred Thirty-two point Fifty-eight feet (132.58') to a point;

THENCE, South 40° 45' 49" West, a distance of Seventy-six point Fifty-eight feet (76.58') to a point;

THENCE, South 31° 36' 27" West, a distance of Twenty-two point Ninety feet (22.90') to a point;

THENCE, South 21° 33' 36" West, a distance of One Hundred Ten point Twenty-one feet (110.21') to a point;

THENCE, South 05° 00' 02" East, a distance of Forty point Fifteen feet (40.15') to the POINT OF BEGINNING.

A plat of this Parcel "B" Is attached hereto as EXHIBIT "B".

TO HAVE AND TO HOLD the above-described premises unto the SAN ANTONIO RIVER AUTHORITY, its successors and assigns, for the purposes below-described FOREVER.

2. This easement is granted for the following purposes:

A surface and sub-surface easement, including the rights of construction, evacuation, digging, ingress and egress, for the purpose of providing Grantee, its agents, employees, assigns and independent contractors an access, working, construction and storage area for the construction, operation and maintenance of the San Antonio Channel Improvement Project, San Antonio River, Texas, in accordance with the plans for Unit 8 (San Antonio River from its confluence with San Pedro Creek upstream to Simpson Street) thereof, copies of the plans and specifications for which have been previously submitted to and approved by Grantor.

3. This easement is granted under the following terms and conditions:

- A. If Grantee, its successors and assigns, shall cease to use the above-described property, or any part thereof, for said purposes, this easement shall expire and terminate at such time of abandonment as to any or all such property so abandoned. In the event of such abandonment, Grantor shall have the same complete title to said property as though these presents had never been executed, and shall have the right to enter thereon and exclude therefrom Grantee, its successors and assigns; provided that Grantor may not exercise such right of entry and exclusion so as to interfere with the maintenance and operation of the works of said flood control channel by Grantee, its successors and assigns, in accordance with regulations prescribed by the Secretary of the Army or his delegated representative.
- B. Grantee, by its acceptance of this easement, agrees to take all necessary precautions to protect all Grantor's utilities within said easement, and will be responsible for any damages caused by Grantee's exercise of the purposes for which this easement is granted.
- C. It is agreed and understood that this easement shall not prevent the future use of the above-described property by Grantor, its borads and agencies, for the purpose of constructing, operating and maintaining thereupon and thereacross bridges and utility transmission lines; provided that the plans thereof and therefor shall be submitted via Grantee, its successors

or assigns, to the Secretary of the Army, or his delegated representative, and approved by him; and further provided that said construction, operation and maintenance shall not interfere with flood control.

4. PASSED AND APPROVED this 11th day of May, A.D., 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 455

GRANTING AND CONVEYING AN EASEMENT BY AND FROM THE CITY OF SAN ANTONIO TO THE SAN ANTONIO RIVER AUTHORITY FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING A FLOOD CONTROL CHANNEL UPON AND ACROSS A CERTAIN PART OF LANDS OWNED OR HELD BY THE CITY OF SAN ANTONIO HEREINBELOW DESCRIBED, AND FOR THE PURPOSE OF PERMITTING THE SAN ANTONIO RIVER AUTHORITY TO DEPOSIT earthen SPOIL MATERIAL UPON A CERTAIN PART OF SAID LANDS.

\* \* \* \* \*

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

1. That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, this Ordinance makes and manifests an easement whereby the CITY OF SAN ANTONIO, TEXAS, a municipal corporation of Bexar County, Texas, herein called Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY to the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, herein called Grantee, an easement for the purposes enumerated in Paragraph 2, below, upon and across the below-described real property situated within the County of Bexar, State of Texas, to-wit:

Being an irregular tract of land composed of the bed, banks, channel, and bottom-land of the San Antonio River adjoining Roosevelt Park (formerly Lambert Park), situated within the corporate limits of the City of San Antonio, Bexar County, Texas, and more particularly described as follows:

BEGINNING at the northeast corner of the fence surrounding that part of the Mission Generating Plant of the City Public Service Board of San Antonio situated between the east bank of the San Antonio River and the west boundary line of Mission Road;

THENCE, in a westerly direction along the north fence line of the said part of said Plant and along a westerly extension of said north fence line across the bed, banks and channel of the San Antonio River, a distance of Six Hundred Eighty-five feet (685'); more or less, to the northeast corner of the fence surrounding that part of said Plant situated on the west bank of the San Antonio River, which said northeast corner is common with the corner of a fence surrounding property of the Lone Star Brewery Company situated in City Block A-17;

THENCE, in a northerly direction, following the fence line on the east side of said Lone Star Brewery Company property, a distance of One Thousand Four Hundred Five feet (1,405'), more or less, to the point where said fence intersects the south boundary line of Simpson Street;

THENCE, in an easterly direction, along the south boundary line of Simpson Street, a distance of Two Hundred Forty-seven feet (247'), more or less, to the northwest corner of G. W. Adams tract of land;

THENCE, in a southerly direction, along the G. W. Adams fence line, a distance of Fifteen feet (15') more or less, to a point where said fence makes an angle to the left'

THENCE, making said angle to the left, in a southerly direction along the G. W. Adams fence line, a distance of Twenty feet (20'), more or less, to the southeast corner of said tract;

THENCE, making an angle to the left, in an easterly direction along the south fence line of G. W. Adams tract, a distance of One Hundred Ninety Feet (190'), more or less, to the southeast corner of said tract;

THENCE, making an angle to the left, in a northeasterly direction along the east fence line of G. W. Adams tract, a distance of Thirty-nine feet (39'), more or less, to the point where said fence line intersects the south boundary line of Simpson Street, said point being the northeast corner of said tract;

THENCE, in a southeasterly direction along the south boundary line of Simpson Street across the San Antonio River, a distance of One Hundred Twenty feet (120'), more or less, to a point where the south boundary line of Simpson Street intersects the west edge of a park roadway in the west part of said Park;

THENCE, in a southerly direction, following the curved alignment of said west edge of park roadway and continuing along the west boundary line of Mission Road, a distance of One Thousand Five Hundred Thirty-nine feet (1,539'), more or less, to a point where an eastward extension of the north fence line of that part of the said Plant situated between the east bank of the San Antonio River and the west boundary of Mission Road intersects the west boundary line of Mission Road;

THENCE, in a westerly direction along the said eastward extension of the said north fence line, a distance of Ten feet (10'), more or less, to the POINT OF BEGINNING.

A plat of said easement is attached hereto, marked EXHIBIT "A" and made a part hereof for all purposes. Said easement is divided into two areas: "CHANNEL IMPROVEMENT AREA" and "FILL AREA".

TO HAVE AND TO HOLD that part of the above-described premises, which is designated on the attached plat as "CHANNEL IMPROVEMENT AREA," unto the SAN ANTONIO RIVER AUTHORITY, its successors and assigns, for the purposes described in Paragraph 2a, below, FOREVER; TO HAVE AND TO HOLD that part of the above-described premises, which is designated on the attached plat as "FILL AREA," unto the SAN ANTONIO RIVER AUTHORITY, its successors and assigns, for the purposes described in Paragraph 2b, below, for a period of three (3) years from the date of execution hereof.

2. This easement is granted for the following purposes:

- a. "CHANNEL IMPROVEMENT AREA." A surface and sub-surface easement, including the rights of construction, excavation, digging, ingress and egress, for the purpose of providing Grantee, its agents, employees, assigns and independent contractors an access, working, construction and storage area for the construction, operation and maintenance of the San Antonio Channel Improvement Project, San Antonio River, Texas, in accordance with the plans for Unit 8 (San Antonio River from its confluence with San Pedro Creek upstream to Simpson Street) thereof, copies of the plans and specifications for which have been previously submitted to and approved by Grantor.
- b. "FILL AREA." A surface easement, including the rights of filling, ingress and egress, for the purpose of providing Grantee, its agents, employees, assigns and independent contractors an area for depositing earthen spoil material.

3. This easement is granted under the following terms and conditions:

- a. If Grantee, its successors and assigns, shall cease to use this easement, or any part thereof, for said purposes, this easement shall terminate at such time of abandonment as to any or all such property so abandoned. In the event of such abandonment, the Grantor shall have the same complete title to said property as though this easement had never been executed, and shall have the right to enter thereon and exclude therefrom Grantee, its successors and assigns; provided, however, that Grantor may not exercise such right of entry and exclusion so as to interfere with the maintenance and operation of the works of said flood control project by Grantee, its successors and assigns, in accordance with regulations prescribed by the Secretary of the Army or his delegated representative.
- b. Grantee, by its acceptance of this easement, agrees to protect all property of Grantor, its boards and agencies, within the easement, and will be responsible for any damage caused by its exercise of the purposes for which this easement is granted.
- c. It is agreed and understood that this easement shall not prevent the future use of the easement by Grantor, its boards and agencies, for the purpose of constructing, operating and maintaining thereupon and thereacross bridges, utility transmission lines and other equipment; provided, however, that the plans thereof and therefor shall be submitted via Grantee, its successors and assigns, to the Secretary of the Army, or his delegated representative, and approved by him; and further provided that said construction, operation and maintenance of bridges, utility transmission lines and other equipment shall not interfere with flood control.
- d. Nothing herein shall limit the use of the bed, banks and channel of the San Antonio River by the City of San Antonio, its boards and agencies, for any lawful purpose.

4. EXECUTED this 11th day of May, A.D., 1961, in duplicate originals.

ATTEST: J.Frank Gallagher  
City Clerk

MIKE PASSUR, MAYOR PRO-TEM

## AN ORDINANCE 29, 456

PROVIDING FOR THE GRANT, SALE AND CONVEYANCE OF  
CERTAIN EASEMENT AND EASEMENT RIGHTS IN BEXAR  
COUNTY, TEXAS.

\* \* \* \* \*

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

1. That the City Public Service Board of San Antonio, acting under the provisions of the Trust Indenture dated February 1, 1951, and supplements thereto securing City of San Antonio Electric and Gas Revenue Bonds, having made the certificate necessary for the release of the hereinafter described permanent easement and easement rights from the lien and operation of said Trust Indentures and having found that the hereinafter described permanent easement and easement rights are not necessary or useful in the proper and economical operation of the electric and gas system, it is determined that said property should be granted, sold and conveyed to the purchaser and for the consideration hereinafter stated.

2. That the City of San Antonio grant, sell and convey by easement unto the San Antonio River Authority, a political subdivision of the State of Texas, for a consideration of One Thousand Dollars (\$1,000.00) cash and the construction by the San Antonio River Authority of channel improvements at an estimated cost of One Hundred Thousand Dollars (\$100,000.00) within the confines of subject property and the benefits accruing to adjacent property of the City of San Antonio, Texas, by reason of the construction of said channel improvements, surface and subsurface easement rights upon, beneath and across the following property lying and situated in Bexar County, Texas, and being more particularly described as follows:

A surface and subsurface easement, including the rights of construction, excavation, digging, ingress and egress for the purpose of providing the San Antonio River Authority, its agents, employees, assigns and independent contractors an access, working, construction and storage area for the construction and storage area for the construction, operation and maintenance of the San Antonio Channel Improvement Project, San Antonio River, Texas, in accordance with the plans for Unit 8 (San Antonio River from its confluence with San Pedro Creek upstream to Simpson Street) thereof, copies of the plans and specifications for which have been previously submitted to and approved by the City Public Service Board of San Antonio, said easement to be granted under the following terms and conditions:

- A. If the San Antonio River Authority, its successors and assigns, shall cease to use the proposed easement, or any part thereof, for said purposes, the said easement shall terminate at such time of abandonment as to any or all such property so abandoned. In the event of such abandonment, the City of San Antonio shall have the same complete title to said property as though said easement had never been executed, and shall have the right to enter thereon and exclude therefrom the San Antonio River Authority, its successors and assigns; provided, however, that the City of San Antonio may not exercise such right of entry and exclusion so as to interfere with the maintenance and operation of the works of said flood control project by the San Antonio River Authority, its successors and assigns, in accordance with regulations prescribed by the Secretary of the Army or his delegated representative.
- B. The San Antonio River Authority, by its acceptance of said easement, shall agree to take all necessary precautions to protect all property of the City of San Antonio, its boards and agencies, within the easement, and will be responsible for any damage caused by its exercise of the purposes for which said easement is granted.
- C. It shall be agreed and understood that said easement shall not prevent the future use of the easement by the City of San Antonio, its boards and agencies, for the purpose of constructing, operating and maintaining thereupon and thereacross bridges, utility lines and other equipment, provided, however, that the plans thereof and therefor shall be submitted via the San Antonio River Authority, its successors and assigns, to the Secretary of the Army, or his delegated representative, and approved by him; and further provided that said construction, operation and maintenance of bridges, utility transmission lines and other equipment shall not interfere with flood control.
- D. Nothing in said easement shall limit the use of the bed, banks, and channel of the San Antonio River by the City of San Antonio, its boards and agencies, for any lawful purpose.

said easement being below, upon and across the following described property:

Being all of the area held or owned by the City of San Antonio and/or the City Public Service Board of San Antonio, including the bed, banks and channel of the San Antonio River, within the following described tract of land situated within the City of San Antonio, Bexar County, Texas, said tract and easement being described by metes and bounds as follows:

BEGINNING at a point on the northeast boundary of the San Antonio-Corpus Christi subdivision of the Texas and New Orleans Railroad Company right-of-way (said railroad right-of-way boundary being hereinafter called "the northeast railroad boundary line"), which point is One Hundred Twenty-two feet (122'), more or less, northwest of the Intersection of the northeast railroad boundary line and the west curb line of Mission Road as measured along the northeast railroad boundary line, said point of beginning being also the point of intersection of the existing fence line maintained by the City Public Service Board along the east bank of the San Antonio River (said fence line being hereinafter called "the existing east bank fence line") and the existing fence line maintained by it along the northeast railroad boundary line between Mission Road and the said east bank of the San Antonio River;

THENCE, continuing along the northeast railroad boundary line, in a northwesterly direction, a distance of One Hundred Fifty-nine feet (159'), more or less, to a point, which point is Twenty feet (20'), more or less, northwest of the point of intersection of the existing fence line maintained by the City Public Service Board along the west bank of the San Antonio River (said fence line being hereinafter called "the existing west bank fence line") and the existing fence line maintained by it along the northeast railroad boundary line, the said Twenty feet (20'), more or less, being measured along the northeast railroad boundary line;

THENCE, in a northerly direction, with a deflection angle of 76° 00' right, more or less, a distance of Eighty-seven point Five feet (87.5'), more or less, to a point in the existing west bank fence line, said point in the existing west bank fence line, said point being a distance of Ninety-five feet (95'), more or less, north of the point of intersection of the existing west bank fence line with the northeast railroad boundary line, the said Ninety-five feet (95'), more or less, being measured along the existing west bank fence line;

THENCE, in a northerly direction, with a deflection angle of 11° 40' left, more or less, along the existing west bank fence line, a distance of One Hundred Thirty-six point Four Feet (136.4'), more or less, to a point on the south side of a vehicular bridge which crosses the San Antonio River;

THENCE, in a northerly direction, with a deflection angle of 13° 30' right, more or less, across the west end of said vehicular bridge, a distance of Twenty-one feet (21'), more or less, to a point in the existing west bank fence line;

THENCE, in a northerly direction, with a deflection angle of 20° 30' left, more or less, along the existing west bank fence line, a distance of Fifty-six feet (56'), more or less, to a point;

THENCE, in a northerly direction, with a deflection angle of 14° 50' left, more or less, along the existing west bank fence line, a distance of Four Hundred Twenty-seven point Seven feet (427.7'), more or less, to a point;

THENCE, in a northerly direction, with a deflection angle of 33° 30' right, more or less, along the existing west bank fence line, a distance of One Hundred Forty-two feet (142'), more or less, to a point;

THENCE, in a northeasterly direction, with a defelection angle of 28° 15' right, more or less, along the existing west bank fence line, a distance of One Hundred Twenty-three point Seven feet (123.7'), more or less, to a point in the southeast property line of Lone Star Brewery Company;

THENCE, in a southeasterly direction, with a deflection angle of 71° 20' right, more or less, across the existing bed, banks and channel of the San Antonio River, a distance of Two Hundred Ninety-two feet (292'), more or less, to the point where said line intersects the existing east bank fence line;

THENCE, in a southwesterly direction, with a deflection angle of 101° 45' right, more or less, along the existing east bank fence line, a distance of Ninety-nine feet (99'), more or less, to a point;

THENCE, in a wouthwesterly direction, with a deflection angle of 13° 30' left, more or less, along the existing east bank fence line, a distance of One Hundred Eight feet (108'), more or less, to a point;

THENCE, in a southwesterly direction, with a deflection angle of 13° 20' left, more or less, along the existing east bank fence line, a distance of Ninety-five feet (95'), more or less, to a point;

THENCE, in a woutheasterly direction, with a deflection angle of 25° 50' left, more or less, along the existing east bank fence line, a distance of Forty feet (40'), more or less, to a point;

THENCE, in a southerly direction, with a deflection angle of 18° 45' right, more or less, along the existing east bank fence line, a distance of Fifty-nine point Five feet (59.5'), more or less, to a point;

THENCE, in a southeasterly direction, with a deflection angle of 66° 10' left, more or less, a distance of Fifteen feet (15'), more or less, to a point;

THENCE, in a southwesterly direction, with a deflection angle of 90° 00' right, a distance of Thirty-seven feet (37'), more or less, to a point in the existing east bank fence line;

THENCE, in a southeasterly direction with a deflection angle of 67° 15' left, more or less, along the existing east bank fence line, a distance of Thirty-three feet (33'), more or less, to a point;

THENCE, in a southerly direction, with a deflection angle of 42° 15' right, more or less, along the existing east bank fence line, a distance of One Hundred Fifty-three point Five feet (153.5'), more or less, to a point on the north side of the said vehicular bridge;

THENCE, in a southwesterly direction, with a deflection angle of 23° 50' right, more or less, across the east end of said vehicular bridge, a distance of Twenty-one feet (21'), more or less, to a point;

THENCE, in a southeasterly direction, with a deflection angle of 36° 40' left, more or less, a distance of Forty-two point Fifty-one feet (42.51') more or less, to a point;

THENCE, in a southerly direction, with a deflection angle of 14° 20' right, a distance of Ninety three point One feet (93.1'), more or less, to a point;

THENCE, in a southerly direction, with a deflection angle of 3° 10' right, a distance of Fifty-seven point Six feet (57.6'), more or less, to a point;

THENCE, in a southwesterly direction, with a deflection angle of 11' 01' right, a distance of Ninety-nine feet (99'), more or less, to a point in the said northeast railroad boundary line;

THENCE, In a northwesterly direction with a deflection angle of 106° 36' right, more or less, along the said northeast railroad boundary line, a distance of Twenty-three feet (23'), more or less, to the POINT OF BEGINNING.

A plat of the above-described easement is attached hereto, marked EXHIBIT "A" and made a part hereof for all purposes.

3. That the Mayor of the City of San Antonio is hereby authorized to execute and acknowledge, and the City Clerk is hereby authorized to attest under the City Seal, an easement granting, selling and conveying the above described permanent easement and easement rights to the said purchaser upon the payment of the consideration of One Thousand Dollars (\$1,000.00) cash for the permanent easement and easement rights sought to be released, said consideration to be held, used and applied by said Board as provided in said Trust Indenture dated February 1, 1951, and supplements thereto.

4. PASSED AND APPROVED this 11th day of May, A.D. 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

EASEMENT

THE STATE OF TEXAS X  
COUNTY OF BEXAR X

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF SAN ANTONIO, TEXAS, a home rule city created and existing under the laws of the State of Texas, of Bexar County, Texas, herein called Grantor, for and in consideration of One Thousand Dollars (\$1,000.00) cash and the construction by the SAN ANTONIO RIVER AUTHORITY of channel improvements at an estimated cost of One Hundred Thousand Dollars (\$100,000.00) within the confines of the below-described easement and the benefits accruing to adjacent property of the CITY OF SAN ANTONIO, TEXAS, by reason of the construction

of said channel improvements, the receipt of which is hereby acknowledged to its in hand paid by the SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, domiciled in Bexar County, Texas, herein called Grantee, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the said Grantee an easement to be used for the following purposes, to-wit:

A surface and sub-surface easement, including the rights of construction, excavation, digging, ingress and egress for the purpose of providing Grantee, its agents, employees, assigns and independent contractors an access, working, construction and storage area for the construction, operation and maintenance of the San Antonio Channel Improvement Project, San Antonio River, Texas, in accordance with the plans for Unit 8 (San Antonio River from its confluence with the San Pedro Creek upstream to Simpson Street) thereof, copies of the plans and specifications for which have been previously submitted to and approved by Grantor, its boards and agencies.

below, upon and across the following real property situated within the County of Bexar, State of Texas, and described as follows; to-wit:

Being all of the area held or owned by the City of San Antonio and/or the City Public Service Board of San Antonio, including the bed, banks and channel of the San Antonio River, within the following described tract of land situated within the City of San Antonio, Bexar County, Texas, said tract and easement being described by metes and bounds, as follows:

BEGINNING at a point on the northeast boundary of the San Antonio-Corpus Christi subdivision of the Texas and New Orleans Railroad Company right-of-way (said railroad right-of-way boundary being hereinafter called "the northeast railroad boundary line"), which point is One Hundred Twenty-two feet (122'), more or less, northwest of the intersection of the northeast railroad boundary line and the west curb line of Mission Road as measured along the northeast railroad boundary line, said point of beginning being also the point of intersection of the existing fence line maintained by the City Public Service Board along the east bank of the San Antonio River (said fence line being hereinafter called "the existing east bank fence line") and the existing fence line maintained by it along the northeast railroad boundary line between Mission Road and the said east bank of the San Antonio River;

THENCE, continuing along the northeast railroad boundary line, in a northwesterly direction, a distance of One Hundred Fifty-nine feet (159'), more or less, to a point, which point is Twenty feet (20'), more or less, northwest of the point of intersection of the existing fence line maintained by the City Public Service Board along the west bank of the San Antonio River (said fence line being hereinafter called "the existing west bank fence line") and the existing fence line maintained by it along the northeast railroad boundary line, the said Twenty feet (20'), more or less, being measured along the northeast railroad boundary line;

THENCE, in a northerly direction, with a deflection angle of 76° 00' right, more or less, a distance of Eighty-seven point Five feet (87.5'), more or less, to a point in the existing west bank fence line, said point being a distance of Ninety-five feet (95'), more or less, north of the point of intersection of the existing west bank fence line with the northeast railroad boundary line, the said Ninety-five feet (95'), more or less, being measured along the existing west bank fence line;

THENCE, in a northerly direction, with a deflection angle of 11° 40' left, more or less, along the existing west bank fence line, a distance of One Hundred Thirty-six point Four feet (136.4'), more or less, to a point on the south side of a vehicular bridge which crosses the San Antonio River;

THENCE, in a northerly direction, with a deflection angle of 13° 30' right, more or less, across the west end of said vehicular bridge, a distance of Twenty-one feet (21'), more or less, to a point in the existing west bank fence line;

THENCE, in a northerly direction, with a deflection angle of 20° 30' left, more or less, along the existing west bank fence line, a distance of Fifty-six feet (56'), more or less, to a point;

THENCE, in a northerly direction, with a deflection angle of 14° 50' left, more or less, along the existing west bank fence line, a distance of Four Hundred Twenty-seven point Seven feet (427.7'), more or less, to a point;

THENCE, in a northerly direction, with a deflection angle of 33° 30' right, more or less, along the existing west bank fence line, a distance of One Hundred Forty-two feet (142'), more or less, to a point.

THENCE, in a northeasterly direction, with a deflection angle of  $28^{\circ} 15'$  right, more or less, along the existing west bank fence line, a distance of One Hundred Twenty-three point Seven feet (123.7') more or less, to a point in the southeast property line of Lone Star Brewery Company;

THENCE, in a southeasterly direction, with a deflection angle of  $71^{\circ} 20'$  right, more or less, across the existing bed, banks and channel of the San Antonio River, a distance of Two Hundred Ninety-Two feet (292'), more or less, to the point where said line intersects the existing east bank fence line;

THENCE, in a southwesterly direction, with a deflection angle of  $101^{\circ} 45'$  right, more or less, along the existing east bank fence line, a distance of Ninety-nine feet (99'), more or less, to a point;

THENCE, in a southwesterly direction, with a deflection angle of  $13^{\circ} 30'$  left, more or less, along the existing east bank fence line, a distance of One Hundred Eight feet (108'), more or less, to a point;

THENCE, in a southwesterly direction, with a deflection angle of  $13^{\circ} 20'$  left, more or less, along the existing east bank fence line, a distance of Ninety-five feet (95'), more or less, to a point;

THENCE, in a southeasterly direction, with a deflection angle of  $25^{\circ} 50'$  left, more or less, along the existing east bank fence line, a distance of Forty feet (40'), more or less, to a point;

THENCE, in a southerly direction, with a deflection angle of  $18^{\circ} 45'$  right, more or less, along the existing east bank fence line, a distance of Fifty-nine point Five feet (59.5'), more or less, to a point;

THENCE, in a southeasterly direction, with a deflection angle of  $66^{\circ} 10'$  left, more or less, a distance of Fifteen feet (15'), more or less, to a point;

THENCE, in a southwesterly direction, with a deflection angle of  $90^{\circ} 00'$  right, a distance of Thirty-seven feet (37'), more or less, to a point in the existing east bank fence line;

THENCE, in a southeasterly direction with a deflection angle of  $67^{\circ} 15'$  left, more or less, along the existing east bank fence line, a distance of Thirty-three feet (33'), more or less, to a point;

THENCE, in a southerly direction, with a deflection angle of  $42^{\circ} 15'$  right, more or less, along the existing east bank fence line, a distance of One Hundred Fifty-three point Five feet (153.5'), more or less, to a point on the north side of the said vehicular bridge;

THENCE, in a southwesterly direction, with a deflection angle of  $23^{\circ} 50'$  right, more or less, across the east end of said vehicular bridge, a distance of Twenty-one feet (21'), more or less, to point;

THENCE, in a southeasterly direction, with a deflection angle of  $36^{\circ} 40'$  left, more or less, a distance of Forty-two point Fifty-one feet (42.51'), more or less, to a point;

THENCE, in a southerly direction, with a deflection angle of  $14^{\circ} 20'$  right, a distance of Ninety-three point One feet (93.1'), more or less, to a point;

THENCE, in a southerly direction, with a deflection angle of  $3^{\circ} 10'$  right, a distance of Fifty-seven point Six feet (57.6'), more or less, to a point;

THENCE, in a southwesterly direction, with a deflection angle of  $11^{\circ} 01'$  right, a distance of Ninety-nine feet (99'), more or less, to a point in the said northeast railroad boundary line;

THENCE, in a northwesterly direction with a deflection angle of  $106^{\circ} 36'$  right, more or less, along the said northeast railroad boundary line, a distance of Twenty-three feet (23'), more or less, to the POINT OF BEGINNING.

A plat of the above-described easement is attached hereto, marked EXHIBIT "A" and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described premises unto the said Grantee, its successors and assigns, FOREVER for the uses and purposes above described and to be exercised under the following terms and conditions, to-wit:

A. If Grantee, its successors and assigns, shall cease to use this easement, or any part thereof, for said purposes, this easement shall terminate at such time of abandonment as to any or all such property so abandoned. In the event of such abandonment, the Grantor shall have the same complete title to said property as though this easement had never been executed, and shall have the right to enter thereon and exclude therefrom Grantee, its successors and assigns; provided, however, that Grantor may not exercise such right of entry and exclusion so as to interfere with the maintenance and operation of the works of said flood control project by Grantee, its successors and assigns, in accordance with regulations prescribed by the Secretary of the Army or his delegated representative.

B. Grantee, by its acceptance of this easement agrees to protect all property of Grantor, its boards and agencies, within the easement, and will be responsible for any damage caused by its exercise of the purposes for which this easement is granted.

C. It is agreed and understood that this easement shall not prevent the future use of the easement by Grantor, its boards and agencies, for the purpose of constructing, operating and maintaining thereupon and thereacross bridges, utility transmission lines and other equipment, provided, however, that the plans thereof and therefor shall be submitted via Grantee, its successors and assigns, to the Secretary of the Army, or his delegated representative, and approved by him; and further provided that said construction, operation and maintenance of bridges, utility transmission lines and other equipment shall not interfere with flood control.

D. Nothing herein shall limit the use of the bed, banks and channel of the San Antonio River by the City of San Antonio, its boards and agencies, for any lawful purpose.

EXECUTED this 11th day of May, A.D., 1961, in duplicate originals.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 457

ACCEPTING THE PROPOSALS OF EMERSON AND COMPANY TO PERFORM CERTAIN SERVICES IN CONNECTION WITH THE SALE OF CITY WATER REVENUE BONDS AND AIRPORT REVENUE BONDS.

\* \* \* \* \*

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

1. The proposal of Emerson and Company, attached hereto and made a part hereof as Exhibit "A", to perform certain services in connection with the proposed sale of Water Revenue Bonds of the City, is hereby accepted.
2. It is distinctly understood that payment for those services by Emerson and Company made in connection with the sale of bonds outlined in Paragraph 1 above will be made solely from the funds under the control of the Waterworks Board of Trustees of the City of San Antonio.
3. The proposal of Emerson and Company, attached hereto and made a part hereof as Exhibit "B", to perform certain services in connection with the proposed sale of Municipal Airport Revenue Bonds, is hereby accepted.
4. Payment to Emerson and Company for the services rendered in connection with the sale of the Airport Revenue Bonds outlined in the proposal accepted in Paragraph 3 above shall be made by the City from the proceeds of the sale of said bonds.
5. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

EXHIBIT "A"

San Antonio, Texas  
March 28, 1961

Mr. Lynn H. Andrews, City Manager  
City Hall  
San Antonio, Texas

Dear Mr. Andrews:

In connection with the proposed issuance by the City of San Antonio of Additional Water Revenue Bonds pursuant to the terms and conditions of the 1957 basic Ordinance No. 24819, we herein submit a statement of professional services proposed to be rendered by us in an agency

capacity as revenue bond financial advisor and consultant. This proposal involves a continuation of our work commencing with the Refunding in 1957 and the subsequent sale of \$13,920,000 and \$3,000,000 out of the \$20,885,000 authorized at the June 12, 1956 election.

Our professional services will be rendered in cooperation with the City Water Board Manager and the City Director of Finance, and will include;

- (1) Checking of the extent of borrowing capacity, and recommendation of principal and interest payment schedules, with a schedule of Interest and Sinking Fund and other Fund payments, consonant with estimates we will make of interest rates now and as revised from time to time prior to the bond sale.
- (2) Recommendations as to the actual sale date of which the bonds are to be offered for competitive sealed bids, giving weight to market factors, including market trends and the visible supply of offerings, coordination with other local and national offerings to avoid conflict, and other relevant factors.
- (3) Preparation and submission for approval of the Official Notice of Sale, the formal Prospectus and the Uniform Bidding Form, and when the same is approved, dissemination of the same to prospective bidders on a national scale. We will be prepared at all times prior to the actual sale date to answer the questions of and submit additional data to all prospective bidders.
- (4) Counsel and assistance at the actual bond sale, and the subsequent tabulation of bids received, as well as the recommendation made to the City Council as to acceptance of the best bid, and thereafter coordination of all arrangements to effect the earliest feasible delivery of the bonds to the successful purchasers thereof, including bond printing, approval of the Attorney General and Bond Counsel, and the actual physical delivery, including notification to purchasers, escrow of documents, receipt and transfer of bond proceeds, etc.
- (5) Any and all other activities reasonably consonant with the successful sale of the bonds to the best advantage of the City, including contacts with rating agencies and reporting agencies, and including publication of Notice of Sale as desired.

It is understood that the expenses of the authorization, sale, issuance and delivery of bonds will be paid by the City acting through the Water Board as in the past, and that all expenses of every kind and character will be paid by the City acting through the Board, except that our travel and communication expenses will be paid by us. It is a condition hereof however, that we shall not be required to pay our own expenses for more than one trip to New York in connection with the work with the rating agencies and reporting agencies, and any information meetings which we may be requested to hold for syndicate managers of bidding syndicates.

Our fee for this work will be based on the minimum fee schedules recommended by the Municipal Advisory Council of Texas, Section XI Addendum to the June, 1960 revision, copies of which are in the possession of the City. The computation of the fee is dependent upon the final amount of bonds determined to be issued, being \$4,375.00 for \$1,500,000 bonds, plus \$1.125 per \$1,000 above \$1,500,000, or a total of \$4,937.50 for \$2,000,000 bonds, such fee to be payable when the bonds are ready for delivery against payment therefor, at which time the agreement between us entered into upon approval by the City Water Board and subsequent acceptance of this proposal by appropriate Council action shall be terminated.

Respectfully submitted,

EMERSON & COMPANY

/s/ E. S. Emerson  
President

EXHIBIT "B"

Mr. Lynn H. Andrews, City Manager  
City Hall  
San Antonio, Texas

Dear Mr. Andrews:

In connection with the proposed issuance by the City of San Antonio of Additional Airport Revenue Bonds pursuant to the terms and conditions of the 1958 applicable Ordinances 26045 and 26137, we understand you desire a statement of professional services proposed to be rendered by us in an agency capacity as revenue bond financial advisor and consultant. This proposal supersedes in its entirety the one submitted by us in June, 1960.

Our professional services will be rendered in cooperation with your Director of Finance, and will include:

- (1) Determination of extent of borrowing capacity, and recommendation of principal and interest payment schedules and a schedule of Interest and Retirement Fund payments, consonant with estimates we will make of interest rates now and as revised from time to time prior to the bond sale.
- (2) Recommendations as to the actual sale date on which the bonds are to be offered for competitive sealed bids, giving weight to market factors, including market trends and the visible supply of offerings, coordination with other local and national offerings to avoid conflict, and other relevant factors.
- (3) Preparation and submission for approval of the Official Notice of Sale, the formal Prospectus and the Uniform Bidding Form, and when the same is approved, dissemination of the same to prospective bidders on a national scale. We will be prepared at all times prior to the actual sale date to answer the questions of and submit additional data to all prospective bidders.
- (4) Counsel and assistance at the actual bond sale, and the subsequent tabulation of bids received, as well as the recommendation made to the City Council as to acceptance of the best bid, and thereafter coordination of all arrangements to effect the earliest feasible delivery of the bonds to the successful purchasers thereof, including bond printing, approval of the Attorney General and Bond Counsel, and the actual physical delivery including notification to purchasers, escrow of documents, receipt and transfer of bond proceeds, etc.
- (5) Any and all other activities reasonably consonant with the successful sale of the bonds to the best advantage of the City, including contacts WITH rating agencies and reporting agencies, and including publication of Notice of Sale as desired by the City.

It is understood that the expenses of the authorization, sale, issuance and delivery of the bonds will be paid by City directly as in the past, and that all expenses of every kind and character will be paid by the City except that our travel and communication expenses will be paid by us. It is a condition hereof, however, that we shall not be required to pay our own expenses for more than one trip to New York in connection with the work with the rating agencies and reporting agencies, and any information meetings which we may be requested to hold for syndicate managers of bidding syndicates.

Our fee for this week will be based on the minimum fee schedules recommended by the Municipal Advisory Council of Texas, Section XI Addendum to the June, 1960 revision, copies of which are in the possession of the City. The computation of the fee is dependent upon the amount of bonds determined to be issued, being \$4,375.00 for \$1,500,000 bonds, plus \$1.125 per \$1,000 above \$1,500,000, such fee to be payable when the bonds are ready for delivery against payment therefor, at which time the agreement between us entered into upon acceptance of this proposal by appropriate Council action shall be terminated.

Respectfully submitted,

EMERSON & COMPANY

/s/ E. S. Emerson  
President

AN ORDINANCE 29, 458

AUTHORIZING THE MAYOR PRO TEM TO EXECUTE A COOPERATION AGREEMENT WITH THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO FOR THE UNDERTAKING AND COMPLETION OF THE CENTRAL WEST AREA PROJECT I, URBAN RENEWAL PROJECT FOR THE CITY OF SAN ANTONIO.

\*\*\*\*\*

WHEREAS, the City desires to enter into an agreement with the Urban Renewal Agency of the City of San Antonio, for the purpose of expediting the completion of the Central West Area Project I, Urban Renewal Project in the City of San Antonio; and

WHEREAS, the Charter of the City of San Antonio, Section 9, provides that the Mayor Pro Tem shall act in the absence of a Mayor; NOW, THEREFORE:

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

- 1. The Mayor Pro Tem is hereby authorized to execute a cooperation agreement with the Urban Renewal Agency of the City of San Antonio for the undertaking and completion of the Central West Area Project for the City of San Antonio.
- 2. The Cooperation Agreement is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

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COOPERATION AGREEMENT

This Agreement, made and entered into this 11th day of May, 1961, by and between the Urban Renewal Agency of the City of San Antonio (hereinafter called the "Agency") and the City of San Antonio, Texas, a Municipal Corporation (hereinafter called the "City", WITNESSETH:

WHEREAS, the Agency is a public body corporate and politic, created and existing pursuant to the Urban Renewal Law of Texas, and is transacting business and exercising powers granted in said law and by virtue of authority granted to it by the City of San Antonio, Texas.

WHEREAS, the Agency with the aid and cooperation of the City proposes to undertake and carry out certain Urban Renewal activities in the City of San Antonio, Texas, including particularly the so-called Central West Area Project I, Urban Renewal Project (hereinafter called the "Project") in accordance with the approved Urban Renewal Plan for subject Project, dated July 21, 1960, and pursuant to the provisions of said Urban Renewal Law of Texas; and,

WHEREAS, the approved Urban Renewal Plan provides and the Agency proposes to acquire certain property and improvements within the Project Area for clearance and redevelopment in accordance with Urban Renewal Plan and to undertake other Urban Renewal activities including the installation of site improvements and preparation of the land for redevelopment; and,

WHEREAS, the Agency proposes to enter into a Loan and Capital Grant Contract with the Administrator of the Housing and Home Finance Agency, an Agency of the United States of America providing for financial assistance pursuant to Title I of the Housing Act of 1949, as amended, for such land acquisition, clearance, preparation for sale and redevelopment, and other project activities, the type and amounts of proposed Federal Aids being as follows:

1. A loan or loans in an amount sufficient to enable the Agency to defray the gross cost of the Project, but in no event to exceed \$5,155,000.00.
2. A Project Capital Grant in an amount not to exceed \$2,967,000.00.
3. A Relocation Grant in an amount not to exceed \$399,000.00.

WHEREAS, the City has heretofore agreed and now desires to provide Local Grants-in-Aid to and in connection with the undertaking and carrying out of said Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Agency and the City mutually agree as follows:

1. The Agency agrees to diligently and forthwith proceed with all necessary actions, work and undertaking to carry out the proposed and approved Urban Renewal plan in the following described Urban Renewal Project Area and to carry out and fulfill the proposed Loan and Capital Grant Contract by and between it and the United States of America, said Project Area being identified as the Central West Area Project I, being further identified as Project TEX. R-39, situated in the City of San Antonio, Bexar County, Texas, and bounded as follows:

Located immediately West of the Central business district, bounded on the North by Buena Vista-Dolorosa Streets, on the East by San Pedro Creek and the M-K-T Trackage, on the South by Arsenal and El Paso Streets, and on the West by the Central Link of the Expressway.

2. The City agrees pursuant to and within the procedures required by its Charter and all applicable laws, to provide Local Grants-in-Aid, and to otherwise cooperate in the undertaking and completion of said proposed Urban Renewal Project in the following respects, to-wit:

- a. To cooperate to the fullest reasonable extent with the Agency in all respects as may appear necessary and required from time to time in order to bring the proposed Project to its final and successful completion in an orderly and diligent manner.
- b. To provide such Local Grants-in-Aid to the Project as shall be required and at such times as shall appear appropriate for the Agency to earn and be entitled to receive from the Federal Government a full 2/3 of the net Project cost of said Project as a Project Capital Grant by the United States Government, including the following specifically described donations, site improvements and supporting facilities, to-wit:
  - (1) Contribute by way of land donations at an estimated cash value of \$259,425.00. Project Parcels Nos. 161, 286, 287, 288, 159, and a part of Parcels 273, 274 and 275, being a part of City Blocks 370, 312, 317 and 293, all of which paroperty is presently owned by the City of San Antonio;
  - (2) Demolition of streets, paving, curbs, gutters, sidewalks, structures and slabs at an estimated cost of \$395,853.00;
  - (3) Acting by and through its Public Service Board, construct and provide gas and electrical districution facilities,

street lighting and traffic lighting facilities, at an estimated cost of \$118,302.00;

- (4) Acting by and through its City Water Board, construct and provide water distribution facilities at an estimated cost of \$23,000.00;
- (5) Construct and provide street and traffic signs at an estimated cost of \$300.00;
- (6) Construct and provide sanitary sewer and storm drainage facilities in the Project Area at an estimated cost of \$31,770.00;
- (7) Construct and provide paving, curbs, gutters and sidewalks for perimeter streets in connection with the Project Area at an estimated cost of \$112,948.00 for which 50% or \$56,474.00 shall apply as Local Grants-in-Aid credit in connection with the Project.

3. In addition to the above specifically identified Local Grants-in-Aid donations and facilities, it is understood that other State and Local Bodies propose and have committed themselves to provide supporting facilities and site improvements in connection with the Project, including the following:

- a. Public sidewalks in the Vicinity of the vicinity of the Police Headquarters and County Jail property, to be provided jointly by the City of San Antonio and County of Bexar at an estimated cost of \$2,346.00;
- b. Public off-street parking in the Project Area to be provided by the County of Bexar at an estimated cost of \$873.00;
- c. Curbs and approaches on Public Rights of Way to be provided by said City of San Antonio and County of Bexar at an estimated cost of \$1,222.00;
- d. Whiteway lighting to be provided by the San Antonio Public Service Board at an estimated cost of \$3,000.00;
- e. Expressway ramps to be constructed by the Texas Highway Department at an estimated cost of \$27,000.00;
- f. Flood control and channelization work in the Project Area to be undertaken and provided by the San Antonio River Authority at an estimated cost of \$518,019.00.

4. It is understood that the City of San Antonio is obligated to the payment of 1/3 of the net Project cost incurred in connection with the undertaking and completion of the proposed Urban Renewal Project, and it is estimated that the City will receive Local Grants-in-Aid against its share of the net Project cost in an amount at least equal to its said share of the net Project cost if each item of Local Grants-in-Aid hereinabove mentioned and described is constructed and provided Local Grants-in-Aid credit therefor shall be established. If, for any reason, any one or more or such items are not constructed, provided, or granted, or if the contemplated Local Grants-in-Aid credit therefor is not established, the City further agrees to make available and pay over to the Agency in the form of cash or eligible Local Grants-in-Aid such additional amounts as shall be necessary to meet the City's share of the net project cost, hereinabove indicated.

5. The City further represents that it has the financial capacity and ability to meet each of the obligations which it assumes by virtue of this agreement and that it will provide the indicated Local Grants-in-Aid in timely and orderly manner as the same shall be required for the undertaking and completion of said Project, and in any event every such obligation shall be fulfilled within three (3) years from the date of this Agreement.

6. The City further agrees, pursuant to and within the procedures required by its Charter and applicable laws, to take such actions as may be required from time to time to vacate those portions of streets and alleys and to accept dedication of other areas for streets and other public purposes as may be necessary and proposed in said approved Urban Renewal Plan, and to zone and rezone all Project property in accordance with said Urban Renewal Plan.

IN WITNESS WHEREOF, the City and the Agency have caused these presents to be executed by the Mayor Pro Tem and the Vice Chairman, respectively and have caused the signatures of such Mayor Pro Tem and Vice Chairman to be attested and the seals of said respective parties to be affixed on the date hereinabove first provided.

CITY OF SAN ANTONIO

BY: /s/ Mike Passur  
Mayor Pro Tem

ATTEST: J. Frank Gallagher  
City Clerk

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URBAN RENEWAL AGENCY OF THE CITY OF  
SAN ANTONIO

BY: /s/ Henry A. Guerra, Sr.

ATTEST: /s/ M. Winston Martin  
Secretary

AN ORDINANCE 29, 459 ✓

AMENDING SECTION 8-14 OF THE SAN ANTONIO CODE  
WHICH MAKES IT UNLAWFUL FOR PERSONS TO DRIVE  
WRECKERS TO THE SCENE OF AN ACCIDENT, BY MAKING  
IT UNLAWFUL TO KNOWINGLY DO SO.

\* \* \* \* \*

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

1. Section 8-14 of the San Antonio Code is hereby amended and shall hereinafter read as follows:

It shall be unlawful for any person knowingly to drive any motor vehicle, which is used for the purpose of towing or removing disabled or wrecked motor vehicles, vehicles, trailers or semi-trailers, or both, to or near the scene or sites of an accident or collision on the streets of the City.

2. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 460

AUTHORIZING THE PAYMENT OF THE SUM OF \$300.00 OUT  
OF SEWER RENTAL PLEDGED FUND NO. 204, TO REIMBURSE  
CERTAIN INDIVIDUALS FOR THE SEWER CONNECTION FEE  
THEY PAID TO BUSBY THE BUILDER, INC.

\* \* \* \* \*

WHEREAS Busby the Builder, Inc., is asserting certain rights to collect fees for connections made to the sanitary sewer line constructed by said corporation; and,

WHEREAS, the City of San Antonio was unable to purchase those rights asserted by Busby the Builder, Inc., and,

WHEREAS, the City Council is of the opinion that the City should reimburse each individual connecting to the subject sanitary sewer line in the amount they paid Busby the Builder, Inc., for said connection; NOW, THEREFORE:

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

1. The sum of \$300.00 is hereby authorized to be paid out of Sewer Rental Pledged Fund No. 204, to reimburse the following named parties for the fee they paid Busby the Builder, Inc., for a sanitary sewer connection:

- a. \$75.00 payable to Howard Fite, 837 Acme, San Antonio, Texas.
- b. \$75.00 payable to Jelks F. Castellaw, Bedell Building, San Antonio, Texas.
- c. \$75.00 payable to I. Campos, 233 Castroville Rd., San Antonio, Texas.
- d. \$75.00 payable to Pyle Plumbing Company, 1908 Clower, San Antonio, Texas.

2. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 461

AUTHORIZING PAYMENT OF \$3,468.08 TO MCCALL , PARK-  
HURST, CROWE, McCALL & HORTON FOR PROFESSIONAL  
SERVICES RENDERED AND EXPENSES INCURRED IN CONNECTION  
WITH THE MODIFICATION OF THE INDENTURE SECURING CITY  
OF SAN ANTONIO ELECTRIC AND GAS REVENUE BONDS.

\* \* \* \* \*

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

1. Payment of the sum of \$3,468.08 is hereby authorized to be made out of General Fund  
Account No. 50-16-01 to McCall, Parkhurst, Crowe, McCall & Horton, Attorneys and Counselors,  
for professional services rendered and expenses incurred in connection with the modification  
of the indenture securing City of San Antonio Electric and Gas Revenue Bonds.

2. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 462

AUTHORIZING PAYMENT OF \$700.00 OUT OF GENERAL FUND  
ACCOUNT #50-03-01, PAYABLE TO SYLVIA MAY BERGMAN AND  
HER ATTORNEY, FRANK VAUGHAN, JR., IN SATISFACTION OF  
THE JUDGMENT OBTAINED IN CAUSE #112,449, TRIED IN THE  
45TH DISTRICT COURT OF BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

1. The payment of \$700.00 out of General Fund, Account #50-03-01, payable to Sylvia  
May Bergman and her attorney, Frank Vaughan, Jr., in full and final settlement of the judgment  
obtained by said Sylvia May Bergman against the City of San Antonio in Cause #112,449 tried  
in the 45th District Court of Bexar County, Texas, is hereby authorized.

2. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 463

AUTHORIZING PAYMENT OF \$321.10 OUT OF GENERAL FUND  
ACCOUNT NO. 50-03-01, PAYABLE TO LOUIS G. SMASAL, AS  
NEXT FRIEND OF BOBBY SMASAL AND MARVIN HILL, AND  
THEIR ATTORNEY WILLIAM ENGLE, IN SATISFACTION OF THE  
JUDGMENT OBTAINED IN CAUSE NO. F-115,058, TRIED IN  
THE 73RD DISTRICT COURT OF BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

1. The payment of \$321.10 out of the General Fund Account No. 50-03-01, payable to Louis  
G. Smasal, as next friend of Bobby Smasal and Marvin Hill, and their attorney, William Engle,  
in full and final settlement of the judgment obtained by said parties against the City of San  
Antonio in Cause No. F-115,058, tried in the 73rd District Court of Bexar County, Texas, is  
hereby authorized.

2. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

✓  
Amendment

AN ORDINANCE 29, 464

APPROPRIATING THE SUM OF \$22,837.00 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND #803-02, FAAP NO. 9-41-080-5709 PAYABLE TO B. A. WILLINGER, ET UX AND PARK STREET, ATTORNEY, AS FINAL PAYMENT ON JUDGMENT.

\* \* \* \* \*

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

1. The sum of \$22,837.00 is hereby appropriated out of International Airport Bond and Construction Fund #803-02, FAAP No. 9-41-080-5709, payable to B. A. Willinger and wife, Marie Helen Willinger, and Park Street, Attorney at Law, as final payment of the judgment in Cause No. 1146 in the County Court of Bexar County, No. 13723 in the 4th Court of Civil Appeals (Parcel No. 2546). Such payment including interest at the rate of 6% per annum from June 17, 1959, on the sum of \$20,500.00.

2. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 465

PRESCRIBING FEES TO BE CHARGED FOR ADMISSION TO THE SAN ANTONIO ZOOLOGICAL GARDENS AND REPEALING ORDINANCES IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY.

\* \* \* \* \*

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

1. The following fees shall be charged for admission to the San Antonio Zoological Gardens:

Fifty cents (50¢) for each person over 16 years of age;

Ten cents (10¢) for each person sixteen years of age and under, except that children under ten years of age who are accompanied by an adult who is responsible for their conduct and safety, shall be admitted free.

2. WHEREAS, an emergency is apparent for the preservation of good Government and public safety that requires this ordinance to become effective May 15, 1961; therefore, upon its passage by a vote of at least six members of the City Council, this Ordinance shall be effective from and after May 15, 1961, as made and provided by the Charter of the City of San Antonio.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

4. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 466

CREATING THE DEPARTMENT OF TRAFFIC AND TRANSPORTATION AS AN ADMINISTRATIVE DEPARTMENT UNDER THE CONTROL OF THE CITY MANAGER; AND ESTABLISHING THE POSITION OF DIRECTOR OF TRAFFIC AND TRANSPORTATION AT SALARY RANGE 38.

\* \* \* \* \*

WHEREAS, Section 50 of the Charter of the City of San Antonio provides for the establishing by ordinance of additional administrative department of the city government under the direction and supervision of the City Manager; and

WHEREAS, it is the recommendation of the City Manager that a Department of Traffic and Transportation be created; NOW, THEREFORE,

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

1. There is established a Department of Traffic and Transportation as an administrative department of the city government of the City of San Antonio effective May 15, 1961. Said department shall be under the control and supervision of the City Manager.

2. The position of Director of the Department of Traffic and Transportation is created effective May 15, 1961 at salary range 38, (\$760-\$1000).

3. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 467

TRANSFERRING CERTAIN FUNDS FROM THE CONTINGENCY  
ACCOUNT OF THE GENERAL FUND TO DESIGNATED ACCOUNTS.

\*\*\*\*\*

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

1. The following sums are hereby transferred from Account 70-01-01 (Contingency Account) of the 1960-61 General Fund to the specified accounts:

<u>Account Transferred to</u>	<u>Amount Transferred</u>
50-08-01 Gas and Electric Energy	\$ 700,000
50-15-01 Lighting Installation	500,000
50-16-01 Cost of City Public Service Board Revenue Bond Indenture Changes	85,436
25-01-01 Right-of-Way Purchases	633,000
09-04-14 Street Maintenance Program 1961	555,000
09-04-11 Elementary School Sidewalk Program	200,000
09-06-01 Southeast Area Service Center	230,000
16-05-01 Witte Museum Air Conditioning and Display Cases	94,000
11-05-01 Feasability Report, San Antonio River Development	7,500
09-07-04 Elevators, City Hall	53,000
09-04-15 Capital Program	390,183
07-05-01 Purchase of Police Cars, June 1961	48,000
09-02-01 Replacement of Garbage Trucks, June 1961	55,000
15-05-01 Two Trailers and one truck, Library	16,000
09-19-01 Low Cost Housing Research Project SARAH	40,000
<b>TOTAL</b>	<u><u>\$3,607,119</u></u>

2. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 468

AUTHORIZING THE CITY MANAGER TO EXECUTE A SUB-  
DIVISION PLAT IN CONNECTION WITH LOW-COST HOUSING  
PROJECT (SARAH).

\*\*\*\*\*

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

1. The City Manager is hereby authorized to execute a Subdivision Plat on behalf of the City of San Antonio as the property owner for the Low-cost Housing Project (SARAH) on City-owned property in NCB 7438.

2. PASSED AND APPROVED this 11th day of May, 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

A RESOLUTION

NAMING J. EDWIN KUYKENDALL, REUBEN O. DIETERT,  
DR. JOHN L. McMAHON, DR. MAX E. JOHNSON AND  
WAYNE SIMPSON AMBASSADORS OF GOOD WILL.

\* \* \* \* \*

WHEREAS, the City of San Antonio has been fortunate in recent years in the selection of men of high character to serve on its City Council; and

WHEREAS, five members who have served diligently and conscientiously on the Council immediately preceding this one did not seek re-election this year but, rather, passed their duties on to the Members of this Council; and

WHEREAS, the City of San Antonio is deeply indebted to these fine men for the sacrifices made by them of time and effort for the benefit of the public; and

WHEREAS, this City Council desires to retain ties on these outgoing members by binding them to future service when called upon; now, therefore,

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

That J. Edwin Kuykendall, Reuben O. Dietert, Dr. John L. McMahon, Dr. Max E. Johnson and Wayne Simpson are hereby appointed permanent Ambassadors of Good Will of the City of San Antonio, to be available, subject to call when needed, to advance the welfare of the City.

PASSED AND APPROVED this 11th day of May, A.D. 1961.

MIKE PASSUR, MAYOR PRO TEM

ATTEST: J. Frank Gallagher  
City Clerk

