

of the new curb line.

3. The El Montan Motel shall indemnify the City of San Antonio from any and all claims for property damage or personal injury resulting from the actual performance of the work or from the existence thereafter of the privilege in question.

4. PASSED AND APPROVE D this 29th day of August, 1962.

W.W. McAllister

M A Y O R

J.H. INSELMANN
Attttest:

AN ORDINANCE 30,728

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. 1727)

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

Lot 15, NCB 11693

2. That all other provisions of said ordinance, as amended, sahl1 remain in full force and effect, including the penalty for violations thereof as made and provided in Section 28.

3. That the Chief Buliding 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 pu-blic for inspection.

4. PASSED AND APPROVED this 5th day of September, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,729

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 "ANORDINANCE 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. 1614)

The rezoning and reclassification of prop;erty from "A" Residence District to "D" Apartment District listed as follows:

That portion of Lots 39 and 40, Blk. 1, NCB 12811 inside the City of San Antonio.

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 Sectbn 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 pu-blic for inspection.

4. PASSED AND APPROVED this 5th day of September, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,730

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. 1690)

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

Lot 3, Blk 2, NCB 12336

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

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

4. PASSED AND APPROVED this 5th day of September, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,731

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. 1733)

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

Lot 17, NCB 9763

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

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

4. PASSED AND APPROVED this 5th day of September, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,732

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 designaged property to-wit:

(CASE NO. 1719)

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

Lot 30, NCB 12382

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

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

4. PASSED AND APPROVED this 5th day of September, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,733

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. 1644)

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

Lot 1, NCB 12852

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

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

4. PASSED AND APPROVED this 5th day of September, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,734

CREATING A FOURTH CORPORATION COURT; CREATING THE POSITION OF JUDGE OF SAID COURT AND PROVIDING FOR THE APPOINTMENT OF JAMES TAFOLLA AS JUDGE OF SAID COURT AT A SALARY OF \$735.00 PER MONTH, EFFECTIVE SEPTEMBER 17, 1962.

* * * * *

WHEREAS, the City Council has made a study of the needs of the Corporation Court and received recommendations regarding establishment of a Fourth Corporation Court, to be utilized primarily in handling of jury cases; and,

WHEREAS, it appears to the City Council that the interest of the City would best be served by the establishment of a Fourth Corporation court for the primary purposes of handling such jury cases; and,

WHEREAS, Section 116 of the City Charter vests authority to establish additional corporation courts and judges in the City; NOW, THEREFORE:

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

1. There is hereby created a Fourth Corporation Court for the City of San Antonio, said Court to operate at the same hours and days of the week as the present existing day corporation courts operate.

2. James Tafolla is hereby appointed Judge of the Fourth Corporation Court at a salary of \$735.00 per month, effective September 17, 1962, to serve at the pleasure of the City Council.

3. PASSED AND APPROVED this 5th day of ~~August~~ ^{September}, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,735

AUTHORIZING A FIREWORKS DISPLAY BY CANNON WHOLESALE FIREWORKS COMPANY AT SAN PEDRO SPORTS CENTER, 223 RECOLETA, ON SEPTEMBER 9, 1962.

BE IT ORDAINED BY THE CITY OF SAN ANTONIO:

1. Cannon Wholesale Fireworks Company is hereby granted a permit to conduct a fireworks display at San Pedro Sports Center, 223 Reoleta, San Antonio, Texas on September 9, 1962, provided such permittee shall comply with the following requirements:

a. Section 26-15 of the City Codes of the City of San Antonio.

b. Article 1725, Texas Penal Code.

c. The requirements of the Fire Department of the City of San Antonio as they may apply to permittee.

d. Said fireworks display to be completed by 10:00 o'clock P.M.

2. PASSED AND APPROVED this 5th day of September, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

ORDINANCE 30,693 LEASE

STATE OF TEXAS

COUNTY OF BEXAR

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through Mr. David Harner, its Assistant City Manager, pursuant to Ordinance No. 30,693 adopted August 22, 1962, (hereinafter called "Lessor"), and Williams-Stackhouse and Associates, a partnership composed of Vincent Stackhouse and R.V. Williams (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

A. Building: 3,530 square feet in Building #170

B. Ground: 18,050 square feet

2. BASE RENTAL

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

<u>Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate</u> <u>Per Sq. Ft.</u>	<u>Annual</u> <u>Rental</u>	<u>Monthly</u> <u>McRental</u>
-----------------	----------------	--	--------------------------------	-----------------------------------

A. Building:	3,530	\$.70	\$2,471.00	\$205.92
B. Ground:	18,050	\$.02	\$ 361.00	\$ 30.08

3. TERM

The term of this lease shall be for the one year period beginning September 1, 1962.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other: Solely for purposes connected with Lessees' business as Civil Engineers and no other activity may be carried on therein.

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$20,000.00 for one person and \$40,000.00 for one accident on personal liability, and \$5,000.00 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and it shall name Lessor as a co-insured. Such policy shall contain the following provision: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$2,500.00 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

The Standard Provisions and Covenants set forth in Exhibit 1, attached hereto, are incorporated herein and made a part hereof, except paragraphs 1 and 6A which have been deleted therefrom.

EXECUTED this 22nd day of August, 1962.

CITY OF SAN ANTONIO, Lessor

BY: _____
Assistant City Manager

Lessee

BY: R.V. Williams _____

Partner _____
(Title)

Rt. 13, Box 490-C _____
(Mail Address)

San Antonio 9, Texas _____

EXHIBIT 1

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee: Williams-Stackhouse and Associates, a partnership composed of Vincent Stackhouse and R.V. Williams.)

1. GROSS RECEIPTS CHARGES

A. COMPUTATION:

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

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

B. DEFINITION:

The term "applicable gross receipts" as used herein shall mean the aggregate amount of all sales made and services performed for cash, or on credit or otherwise, of every kind and nature, regardless of when paid for, or whether paid for; together with the aggregate amount of

all exchanges of goods, wares, merchandise and services for property or services, at the selling price or reasonable value thereof, whichever is greater; excluding only the gross receipts from the sale of aircraft, aircraft fuel, wholesale sales of aircraft parts, accessories and supplies and sales of service and goods to the military agents of the United States. The selling price of any accessory, part or supply added to or service furnished to an aircraft sold by or held for sale by the Lessee shall be considered as part of applicable gross receipts.

C. RECORDS:

The Lessee shall keep true and accurate accounts, records, books and data which, among other things, shall show all sales made and services performed for cash, on credit or otherwise (without regard to whether payment therefor has been received or not); the gross receipts of said business; the aggregate amount of all sales, services and orders and of all the operator's business done upon, within or from the Airport. Lessee shall permit Lessor or its designated representatives to inspect such records at any reasonable time(s) for purposes of verification.

D. REPORTS:

The Lessee shall, on or before the 90th day after the end of each calendar year submit to the City a Lessee's sworn statement, certified by a Certified Public Accountant, as determined by good accounting principles, showing the applicable gross receipts from the operations of the operator on, in and from the Airport for the preceding calendar year. This statement shall show such reasonable detail and breakdowns as may be required by the City. Such statements shall be accompanied by the operator's payment of amounts due hereunder. For purpose of verifying the applicable gross receipts for which payments are due hereunder, the City retains the right to appoint a Certified Public Accountant, for purposes of reviewing the records, accounts, books and data of the operator as required to confirm the applicable gross receipts as defined hereinabove, and the Lessee agrees to co-operate with said Certified Public Accountant for such purposes.

E. TERMINATION DATE:

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

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

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

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

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

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

A. 3. USE(S) OF PREMISES:

Lessee shall have the right to use, in common with other persons, all public facilities at San Antonio International Airport in such manner as may be necessary or convenient to the

conduct of Lessee's business. Use of such facilities is and shall be subject to regulation by ordinance(s) or rules adopted by the City of San Antonio.

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

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

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

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

C. PAYMENT OF TAXES, ETC.:

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

D. SIGNS:

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

E. REGULATIONS:

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

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

G. REMOVAL OF TRASH:

Lessee will remove or cause to be removed all waste, trash and garbage, that is not provided for under the regular trash and garbage pick-ups provided by the City as a regular service, except that Lessee may temporarily deposit same on the leased premises in connection with the collection and removal thereof.

H. INDEMNITY:

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

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

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

L. HOLDING OVER:

Should Lessee remain in possession of the leased premises without Lessor's consent after the terminal of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to

three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession shall not operate as giving Lessee any right to remain in possession nor shall it constitute a waiver by Lessor of its right to immediate possession.

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act.
- d. The appointment of a receiver of Lessee's assets.
- E. Any assignment of Lessee's assets for the benefit of creditors.
- F. The taking of Lessee's leasehold interest by execution or other process of law.
- G. The divestiture of Lessee's estate herein by other operation of law.
- H. The default by Lessee in the performance of any covenant or agreement herein contained and the failure of Lessee to remedy such default within twenty (20) days after receipt from Lessor of written notice to remedy same. No waiver of default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor for any period or periods after default by Lessee of any of Lessee's obligations hereunder shall not be deemed a Waiver by Lessor of its right to cancel this lease for such default.

6. FIELD USE CHARGES

A. The fuel flowage fees to be paid by Lessee (fixed base operator) to the City of San Antonio on fuel delivered to Lessee at Airport shall be the amount per gallon, now or hereafter established by City ordinance. The Lessee (and its tenants and sub-lessees, if any) agree to keep accurate books, records and accounts of the purchase and sale of aircraft fuel delivered to it on the Airport premises and sold to various customers by the Lessee and its tenants and sub-lessees shall furnish monthly statements, certified by the various suppliers, as to furnish monthly statements, certified by the various suppliers, as to the amount of aircraft fuel delivered to the demised premises. Such monthly statements shall be submitted by the lessee to the City of San Antonio following delivery. Nothing contained in this lease shall be taken to relieve Lessee, its customers or others from any field use charges levied generally by Lessor directly or indirectly upon the operation of aircraft at Airport.

B. Lessee agrees that it will purchase Lessee's requirements of aircraft fuel for operations under this lease from operators based at San Antonio International Airport. Lessee acknowledges that Lessee and all tenants and operators (other than certificated scheduled air carriers) based at said airport are obligated to pay a fuel flowage fee on aircraft fuel delivered to them, pursuant to an ordinance(s) to relieve Lessee, his customers or others from any field use charges levied generally by Lessor directly or indirectly upon the operation of aircraft at San Antonio International Airport.

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

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

10. GENERAL

A. PAYMENTS:

All charges and payments that become due and payable by the Lessee shall be made to the

of San Antonio, office of the Director of Aviation, San Antonio International Airport, San Antonio, Bexar County, Texas.

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

ORDINANCE NO. 30,694 LEASE

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through Mr. David Harner, its Assistant City Manager, pursuant to Ordinance No. 30,694 adopted August 22, 1962, (hereinafter called "Lessor"), and Gen. Aero, Inc., a Texas Corporation, acting by and through its designated officers pursuant to a resolution of its Board of Directors, (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: 1165 square feet
- B. Ground: 1165 square feet

2. BASE RENTAL

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

<u>Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
A. Building:	1165	\$.44	\$ 512.60	\$42.72
B. Ground:	1165	\$.04	\$ 46.60	\$ 3.88

3. TERM

The term of this lease shall be for the One year period beginning June 1, 1962.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other:

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

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$100,000 for one person and \$250,000 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and it shall name Lessor as a co-insured. Such policy shall contain the following provision: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this

policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) in insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$500 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

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

8. CANCELLATION PRIVILEGE

This lease is subject to cancellation by either party on 30 days' written notice.

EXECUTED this 22nd day of August, 1962.

CITY OF SAN ANTONIO, Lessor

BY: Assistant City Manager

Gen Aero, Inc.
Lessee

BY: W.B. Osborn, Jr.

President
(Title)

260 Terminal Dr.
Mail Address

San Antonio, Texas

Charles R. Watson
Asst. Secretary

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee: Gen. Aero, Inc.)

1. GROSS RECEIPTS CHARGES

A. COMPUTATION:

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

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

B. DEFINITION:

The term "applicable gross receipts" as used herein shall mean the aggregate amount of all sales made and services performed for cash, or on credit or otherwise, of every kind and nature, regardless of when paid for, or whether paid for; together with the aggregate amount of all exchanges of goods, wares, merchandise and services for property or services, at the selling price or reasonable value thereof, whichever is greater; excluding only the gross receipts from the sale of aircraft, aircraft fuel, wholesale sales of aircraft parts, accessories and supplies, and sales of service and goods to the military agents of the United States. The selling price of any accessory, part or supply added to or service furnished to an aircraft sold by or held for sale by the Lessee shall be considered as part of applicable gross receipts.

C. RECORDS:

The Lessee shall keep true and accurate accounts, records, books and data which, among other things, shall show all sales made and services performed for cash, on credit or otherwise (without regard to whether payment therefor has been received or not); the gross receipts of said business; the aggregate amount of all sales, services and orders and of all the operator's business done upon, within or from the Airport. Lessee shall permit Lessor or its designated representatives to inspect such records at any reasonable time(s) for purposes of verification.

D. REPORTS:

The Lessee shall, on or before the 90th day after the end of each calendar year, submit to the City a Lessee's sworn statement, certified by a Certified Public Accountant, as determined by good accounting principles, showing the applicable gross receipts from the operations of the operator on, in and from the Airport for the preceding calendar year. This statement shall show such reasonable detail and breakdowns as may be required by the City. Such statements shall be accompanied by the operator's payment of amounts due hereunder. For purpose of verifying the applicable gross receipts for which payments are due hereunder, the City retains the right to appoint a Certified Public Accountant, for purposes of reviewing the records, accounts, books and data of the operator as required to confirm the applicable gross receipts as defined hereinabove, and the Lessee agrees to co-operate with said Certified Public Accountant for such purposes.

E. TERMINATION DATE:

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

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

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

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

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

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

3. USE(S) OF PREMISES:

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

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

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

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

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

C. PAYMENT OF TAXES, ETC.:

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

D. SIGNS:

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

E. REGULATIONS:

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

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

G. REMOVAL OF TRASH:

Lessee will remove or cause to be removed all waste, trash and garbage, that is not provided for under the regular trash and garbage pick-ups provided by the City as a regular service except that Lessee may temporarily deposit same on the leased premises in connection with the collection and removal thereof.

H. INDEMNITY:

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

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

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

L. HOLDING OVER:

Should Lessee remain in possession of the leased premises without Lessor's consent after the terminal of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession nor operate as giving Lessee any right to remain in possession nor shall it constitute a waiver by Lessor of its right to immediate possession.

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee.

C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act.

D. The appointment of a receiver of Lessee's assets.

E. Any assignment of Lessee's assets for the benefit of creditors.

F. The taking of Lessee's leasehold interest by execution or other process of law.

G. The divestiture of Lessee's estate herein by other operation of law.

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

6. FIELD USE CHARGES

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

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

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

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

10. GENERAL

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

AN ORDINANCE 30736

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF SCOTCHLITE MATERIALS FROM THE MINNESOTA MINING AND MANUFACTURING COMPANY FOR THE CITY OF SAN ANTONIO, DEPARTMENT OF TRAFFIC AND TRANSPORTATION, SIGN SHOP FOR A TOTAL OF \$2,640.00.

* * * * *

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

1. THAT the Director of Finance be authorized to purchase certain items of Scotchlite materials from the Minnesota Mining and Manufacturing Company for use by the City of San Antonio Department of Traffic and Transportation, sign and paint shop for a total of \$2,640.00.
2. This is the sole source of supply of this particular items.
3. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-01.
4. PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30737

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SAN ANTONIO HARLEY-DAVIDSON SALES TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH THREE SOLO MOTOR CYCLES FOR A NET TOTAL OF \$4,908.00.

* * * * *

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

1. The attached low qualified bid of San Antonio, Harley-Davidson Sales, dated September 7, 1962 to furnish the City of San Antonio, Police Department with three solo motorcycles Harley-Davidson 63-FLH for a net total of \$4,908.00 is hereby accepted.
2. Payment to be made from General Fund 1-01, Police Department, Account No. 07-04-03, Code 5-16.
3. PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,738

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH COMMERCIAL SALES DIVISION OF SEARS, ROEBUCK & COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF ANTI-FREEZE FOR PERIOD FROM DATE OF ACCEPTANCE THROUGH JULY 31, 1963.

* * * * *

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

1. The attached Bidders Proposal of Commercial Sales Division of Sears, Roebuck & Company to furnish the requirements of anti-freeze for the City of San Antonio for period beginning on date of acceptance and terminating July 31, 1963, is hereby accepted, @ \$1,347.2 per gallon, net.
2. This ordinance makes and manifests a contract with Commercial Sales Division of Sears, Roebuck & Company to furnish the requirements of anti-freeze for the City of San Antonio for period commencing on date of acceptance and terminating July 31, 1963. The City of San Antonio hereby agrees to purchase all its requirements of anti-freeze from Commercial Sales Division of Sears, Roebuck & Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

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

4. PASSED AND APPROVED this 12th day of September, 1962

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,739

APPROPRIATING THE SUM OF \$96,367.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U.S. 90 WEST PROJECT, STORM DRAINAGE #43, STORM DRAINAGE #58 AND ACCEPTING TWO EASEMENTS AND ONE LICENSE FOR STORM DRAINAGE PROJECT #43.

* * * * *

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

1. The sum of \$88,292.00 is hereby appropriated out of Highway 90 West Expressway Bond Fund, #479-16 for acquisition of right of way as follows:

a. \$7,550.00 payable to Stewart Title Company as escrow agent for Arcadio Bustos and Dolores S. Busots for title to East 1/2 of Lot 3, in the West 1/2 of Block 35, NCB 3694, being Parcel 16-4316.

b. \$1,150.00 payable to Stewart Title Company as escrow agent for Thomas J. Lay and Johnie L. Lay for title to 0.1922 of an acre of land, more or less, in NCB 3693 in the City of San Antonio, same being out of and a part of Lots 28 and 29, Block 34, NCB 3693, being Parcels 30-4330, 31-4331 and 32-4332.

c. \$850.00 payable to Stewart Title Company as escrow agent for Josefa Gil Huron, R.P. Flores and Ysidra D. Flores for title to 0.3052 of an acre of land, more or less, in NCB 3694 in the City of San Antonio, same being out of and a part of Lot 45, Block 35, NCB 3694, being Parcel 57-4357.

d. \$1,295.00 payable to Stewart Title Company as escrow agent for Refugio Perez Rios and Balvina S. Rios for title to 0.4831 of an acre of land, more or less, same being out of and a part of Lot 10, Block 38, NCB 3697, being Parcel 88-4388.

e. \$5,750.00 payable to Stewart Title Company as escrow agent for Lucille Amaro for title to Lot 37, Block 7, NCB 6318, being Parcel 163-4463.

f. \$300.00 payable to Stewart Title Company as escrow agent for Tules Eugia for title to 0.0065 of an acre of land, more or less, in NCB 6316 in the City of San Antonio, same being out of and a part of Lot 5, Block 5, being Parcel 171-4471.

g. \$1,310.00 payable to Stewart Title Company as escrow agent for Frances Wheat, a widow, for title to Lot 17, Block 5, NCB 6316, being Parcel 179-4479.

h. \$1,275.00 payable to Stewart Title Company as escrow agent for Olga Duennenberg, a feme sole, for title to Lot 18, Block 5, NCB 6416, being Parcel 180-4480.

i. \$6,490.00 payable to Stewart Title Company as escrow agent for Mary Hernandez and Daniel Hernandez for title to 0.1296 of an acre of land, more or less, same being out of and a part of Lot 2, Block 6, NCB 6317, being Parcel 1184-4484.

j. \$6,825.00 payable to Stewart Title Company as escrow agent for Juan R. Mendoza and Amalia B. Mendoza for title to Lot 4, Block 6, NCB 6317, being Parcel 186-4486.

k. \$9,530.00 payable to Stewart Title Company as escrow agent for Gladys M. Ozment and Claude E. Ozment for title to 0.2038 of an acre of land, more or less, same being out of and a part of Lots 9 and 10, and all of Lot 11, Block 5, NCB 3488, being Parcel 211-4511.

l. \$11,044.00 payable to Stewart Title Company as escrow agent for Thad Stappenbeck and Alma Stappenbeck for title to Lots 3, 4, 5, 6 and 8, NCB 3491, being Parcel 219A-4519.

m. \$7,123.00 payable to Stewart Title Company as escrow agent for Jesse Renteria and Maria Socorro Renteria for title to 0.0542 of an acre of land, more or less, same being out of and a part of Lots 12, and 13, Block 1, NCB 3484, being Parcel 364-4664.

n. \$8,730.00 payable to Stewart Title Company as escrow agent for Everett M. Rodriguez and Beatrice Rodriguez for title to 0.0332 of an acre of land, more or less, same being out of and a part of Lots 24 and 25, Block 1, NCB 3484, being Parcel 364-4664.

o. \$3,500.00 payable to Stewart Title Company as escrow agent for Efraim Joffe for title to Lot 14, Block 29, NCB 11, 360, being Parcel 416-4716.

p. \$15,570.00 payable to Stewart Title Company as escrow agent for Mechor Barrientes and Esperanza R. Barrientes for title to Lot "f", NCB 11, 318, being Parcel 681-4981.

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

2. The sum of \$6,200.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13, for acquisition of right of way for Storm Drainage #43 Project as follows:

a. \$425.00 payable to Guardian Abstract and Title Company as escrow agent for Tiburcio Rodriguez and Paula Rodriguez for easement (permanent and temporary) over a tract of land out of lot 80, Block 17, NCB 3460, being Parcel 5186.

b. \$5,775.00 payable to Guardian Abstract and Title Company as escrow agent for William McKinley Stiewig and Iva Cook Sitewig for easement over a tract of land out of Lots 77 78 Block 17, NCB 3460, being Parcels 5188 and 5189.

c. License Agreement for temporary use of the South 15.0 feet of Lot 16, NC B 7345 granted by Jesus G. Robledo and Carolina Robledo is hereby accepted. Parcel E-485. A copy of said license agreement is filed herewith and incorporated herein by reference.

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

3. The sum of \$1,875.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, #479-13 for acquisition of right of way for Storm Drainage #58 Project as follows:

a. \$1,125.00 payable to Guaranty Abstract and Title Company as escrow agent for David Banduck and Rosie Banduck for title to all of Lots 45, 46 and 47, Block 2, NCB 8265, being Parcel 5414 thru 5416.

b. \$750.00 payable to Guaranty Abstract and Title Company as escrow agent for Antonio P. Tapia, et al for title to all of Lots 30 and 31, Block 3, NCB 8266, being Parcel 5474 and 5475.

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

4. PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30740

AUTHORIZING THE CLOSING OF PARTS OF ULVA "W" AND OLLIE "B" STREETS AND THE QUITCLAIM OF THIS RIGHT-OF-WAY AND LOTS 127 AND 128, NCB 11093 TO KINDER PROPERTIES, INC., FOR A CONSIDERATION OF \$1,080.00.

AN ORDINANCE 30741

REJECTING ALL BIDS RECEIVED BY THE CITY FOR THE PURCHASE OF CERTAIN IMPROVEMENTS ON VARIOUS CITY PROJECTS AND AUTHORIZING THE CITY CLERK TO RE-ADVERTISE FOR NEW BIDS.

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

1. All bids received by the City on August 30, 1962, for the purchase of certain improvements on various City projects are hereby rejected.
2. The City Clerk is hereby authorized to re-advertise for new bids in this connection.
3. PASSED AND APPROVED this 12th day of September, 1962.

ATTEST: J.H. INSELMANN (City Clerk)

JOHN GATTI A C T I N G M A Y O R

Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30742

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM TO AKERS ENTERPRISES, INC., FOR THE INTEREST THE CITY MAY HAVE IN THE NORTH PORTIONS OF NCB 894 AND NCB 928.

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

1. The City Manager is hereby authorized to execute a Quitclaim to Akers Enterprises, Inc., for the interest the City may have to a parcel of land out of the north portions of Lot 5, also known as "B", and Lot 2, also known as "A-2", NCB 894 and also including a parcel of land out of NCB 928, and being more fully described in the quitclaim which is attached hereto and incorporated herein for all purposes.

2. PASSED AND APPROVED this 12th day of September 12th, 1962.

ATTEST: J.H. INSELMANN
City Clerk

JOHN GATTI
Acting Mayor

AN ORDINANCE 30,743

AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY, THE STATE OF TEXAS, AND CITY PUBLIC SERVICE BOARD PROVIDING FOR THE RELOCATION OF A GAS REGULATOR STATION ON LOOP 410 AT PERRIN-BEITEL ROAD, AND APPROPRIATING THE SUM OF \$252.20 OUT OF STREET RIGHT OF WAY PURCHASE BONDS, 479-12, TO CITY PUBLIC SERVICE BOARD IN PAYMENT THEREFOR.

* * * * *

WHEREAS, The City and the State of Texas (Highway Department) have entered into a contract providing for adjustment and relocation of utilitylines on this Loop 410 Project; and,

WHEREAS, it is necessary that City Public Service Board relocate a gas regulator station on this Project at Perrin-Beitel Road, at a cost of \$252.20; NOW, THEREFORE:

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

- 1. The City Manager is authorized to execute an agreement between the City, the State of Texas and the City Public Service Board providing for the adjustment of a gas regulator station on Loop 410 Project at Perrin-Beitel Road. A copy of said agreement (on State Form D-15-43) is attached hereto and incorporated herein.
- 2. The sum of \$252.20 is appropriated out of Street Right of Way Purchase Bonds, 479-12 payable to City Public Service Board pursuant to the terms of said agreement.
- 3. PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

CONTRACTUAL AGREEMENT
FOR
RIGHT OF WAY UTILITY ADJUSTMENTS
(CITY FORM)

STATE OF TEXAS }
COUNTY OF TRAVIS }

COUNTY Bexar
PROJECT RW 521-41-62
HIGHWAY State Loop 410
AGREEMENT NO. U-2962
(To be Completed by the State)

This agreement entered into this 12th day of September, 1962, by and between the State of Texas, acting by and through the Texas Highway Department, hereinafter called the State, and _____, Texas, acting by and through its duly authorized official under Ordinance dated _____ day of _____, 1962, hereinafter called the City, and _____, acting by and through its duly authorized representative, hereinafter called the Owner.

WHEREAS, the State and City have previous to this date entered into a contract agreeing to handle by separate contract the adjustment, removal or relocation of certain utility facilities necessitated as a result of highway improvements on the subject project on the basis of a predetermined firm commitment for right of way reimbursement approved by the State:

WHEREAS, the Owner, in an affidavit dated May 24, 1962, has asserted an interest in certain lands and that this proposed highway improvement will necessitate the adjustment, removal or relocation of certain facilities of the Owner now located upon such lands as indicated in the following statement of work:

Remove existing regulator set-up from its present location on the easement located within an area 6 feet square in the extreme southeast corner of the land described in a deed recorded in Volume 3225 at Page 409 of the Deed Records of Bexar County, Texas; and reinstall regulator on new easement located at the new southeast corner of the same lot.

WHEREAS, the State and the City desire to accomplish the adjustment, removal or relocation of the Owner's Utility facilities by entering into an agreement with the Owner;

NOW, THEREFORE, be it mutually agreed that this contract entered into this date between the parties hereto is intended to implement and effectuate the terms and provisions of that contract of May 28, 1958, entered into between the State and the City, as it pertains to right of way utility adjustments and as it effects the utility facilities of the Owner.

Upon execution of this agreement by the parties hereto the City will, by written notice, authorize the Owner to proceed with the necessary adjustment, removal or relocation; and the Owner agrees to prosecute such work diligently to completion in such manner as will not result in avoidable interference or delay in either the State's highway construction or in the said work.

The Owner will carry out said adjustments, removals or relocations in accordance with the plans attached hereto, and the costs paid by the City pursuant to this contract shall be full compensation to the Owner for the costs incurred in making such adjustments, removals or relocations. Bills for work hereunder shall be submitted to the City not later than ninety (90) days after completion of the work.

The City, subject to the acquisition of such rights or interests as may be deemed necessary

along or across the Owner's interest in land, agrees to pay the Owner and the Owner agrees to accept a lump sum amount of \$252.20 as full reimbursement for work covered by this contract, said reimbursement to be forthcoming in such lump sum only after receipt of a lump of sum final billing in the foregoing amount accompanied by a certificated to the effect that such work has been fully accomplished. The State will reimburse the City in an amount equal to 50 per cent of the lump payment to be Owner upon receipt of proper billing and certificated by the City that payment in this amount has been made to the Owner.

It is expressly understood that this contract is subject to cancellation by either the State or the City at any time up to the date that work under this contract has been authorized and that such cancellation will not created any liability on either the part of the State or the City.

CITY OF SAN ANTONIO, TEXAS

THE STATE OF TEXAS

BY: _____
Mayor

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

ATTEST:

By: _____

OWNER: _____

Executed as State Highway Engineer and approved for State Highway Commission.

BY: _____

RECOMMENDED FOR APPROVAL

TITLE: _____

_____ District Engineer

DATE: _____

Examined and Recommended for Approval:

_____ Right of Way Engineer

AN ORDINANCE 30744

AUTHORIZING THE TRANSFER OF THE SUM OF \$293,000.00 FROM SPECIAL PROJECTS ACCOUNT 30-01-01 PUBLIC IMPROVEMENTS UNALLOCATED TO OLMOS GOLF COURSE IMPROVEMENTS, ACCOUNT 11-03-18 DOWNTOWN TRAFFIC IMPROVEMENTS, ACCOUNT 23-02-11, AND MISSION ROAD RECONITIONING, ACCOUNT 09-04-18.

* * * * *

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

1. The transfer of the sum of \$225,000.00 from Special Projects, Account 30-10-01, Public Improvements Unallocated to Olmos Golf Course Improvements, Account 11-03-18 is hereby authorized.
2. The transfer of the sum of \$18,000.00 from Special Projects, Account 30-01-01, Public Improvements Unallocated to Downtown Traffic Improvements, Account 23-02-11 is hereby authorized.
3. The transfer of the sum of \$50,000.00 from Special Projects, Account 30-01-01 Public Improvements Unallocated to Mission Road Reconditioning, Account 09-04-18 is hereby authorized.
4. PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30745

AUTHORIZING EXECUTION OF A LICENSE AGREEMENT BETWEEN THE MISSOURI PACIFIC RAILROAD COMPANY AND THE CITY ON BEHALF OF THE CITY WATER BOARD FOR A PIPE LINE CROSSING OF RAILROAD RIGHT OF WAY NEAR LOOP 410 AND WETMORE ROAD.

* * * * *

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

1. The City Manager is authorized to execute a License Agreement with the Missouri Pacific Railroad Company for a pipe line crossing of the railroad right of way near Loop 410 and Wetmore Road. A copy of said License is attached hereto and incorporated herein.

The \$25.00 fee required by the Railroad will be paid by City Water Board from its own funds (CWB Job No. 328).

2. PASSED AND APPROVED this 12th day of September, 1962.

ATTEST: J.H. INSELMANN(City Clerk)

JOHN GATTI - Acting Mayor

PIPE LINE LICENSE

THIS INSTRUMENT, executed in duplicate, July 2, 1962 Witnesseth:

The undersigned Carrier hereby grants, but on solely the herein expressed terms and conditions and the undersigned Licensee (a Municipal Corporation), to be addressed at P.O. Box 2449, San Antonio 6, Texas, hereby accepts permission to install, keep, maintain, repair, renew and use for conveying water the Licensee's own one certain proposed continuous line of cast iron pipe, 16 inches in diameter, and appurtenances, including 27-inch diameter casing, herein called Pipe Line, on the Carrier's property, herein called Premises. Pipe Line will be used for conveying water at maximum pressure of 75 pounds per square inch, Pipe line shall intersect Carrier's existing track & right-of-way at Engrs. Chainage Station 13419/83 in Robert X Patton, X Survey, Bexar, Texas, at San Antonio. Approximate location of Pipe Line is indicated by heavy blue line on Exhibit A attached hereto as part hereof.

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

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

3. Term hereof shall begin with July 2, 1962, and continue thereafter until concluded (1st) by expiration of thirty days following serving, by Licensee on Carrier, or vice versa, of written notice of intention to end term hereof or (2nd) at Carrier's election without further notice by expiration of six months without the Pipe Line having been installed or by Licensee failing (a-1) to cure any default or (a-2) to show statutory right to install Pipe Line within thirty days following Carrier's written request therefor. Any notice of Carrier shall be deemed served when posted conspicuously on Pipe Line or when deposited postage prepaid in U.S. mail addressed as aforesaid. Not later than last day of term hereof Licensee shall remove Pipe Line and restore Premises. Any of Pipe Line not so removed shall at Carrier's election without notice be deemed abandoned. Covenants herein shall inure to or bind each party's heirs, legal representatives, successors and assigns; provided; no right of Licensee shall be transferred or assigned either voluntarily, or involuntarily, except by express agreement acceptable to Carrier. Carrier or Licensee may waive any default at any time of the other without affecting, or impairing any right arising from, any subsequent default.

Witnesses:

MISSOURI PACIFIC RAILROAD COMPANY

By: _____
Vice President-Operation

CITY OF SAN ANTONIO

Attest

By _____
(Affix Seal) Secretary

WITNESSES:

AN ORDINANCE 30,746

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$218.08 TO MRS. JOSEPHINE H. LETTEER, DUE TO A DOUBLE PAYMENT OF TAXES.

* * * * *

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

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

Amount: \$218.08

Payable to: Mrs. Josephine H. Letteer
303 Natalen
City

Reason: Refund of double payment on Lots 123 and 124, Block 3,
New City Block 6781, Account No. 72-3697-9-1. Payment
made on July 25, 1962, and again on August 28, 1962.

PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30747

AMENDING ORDINANCE #28204 DATED DECEMBER 30, 1959, THEREBY RELEASING A CURB ASSESSMENT LIEN AGAINST THE EAST 80 FEET OF LOT 77, NCB 11886.

* * * * *

WHEREAS, the City by Ordinance #28204, dated December 30, 1959, placed a curb assessment lien against all of Lot 77, NCB 11886, in the amount of \$150.00; and,

WHEREAS, said curb assessment lien should have been placed only against the West 120 feet of lot 77, NCB 11886; NOW, THEREFORE:

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

1. So much of Paragraph 3, Ordinance 28204 which reads:

<u>Name & Address</u>	<u>Legal Description</u>	<u>Footage</u>	<u>Assessment</u>
Sweeney, Robert C. 8302 Bradway San Antonio, Texas	Lot 77, NCB 11886	150'	\$150.00

is hereby amended to read:

<u>Name and Address</u>	<u>Legal Description</u>	<u>Footage</u>	<u>Assessment</u>
Sweeney, Robert C. 8302 Broadway San Antonio, Texas	W. 120' of Lot 77, NCB 11886	150'	\$150.00

2. PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30748

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 89 VEHICLES, IN THE POSSESSION OF THE POLICE DEPARTMENT NOT OWNED OR CLAIMED BY THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, under the provisions of Section 2-12, San Antonio City Code, the Police Department has reported that there is in their possession certain personal property consisting of 89 vehicles not owned or claimed by the City of San Antonio; and,

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

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

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

1. Said property consisting of 89 vehicles described in the aforementioned schedule is hereby ordered to be sold at public auction after ten (10) days notice by the publication of this ordinance in the "Commercial Recorder" with the day, hour and place of sale shall be given.

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

3. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interest of the City; said sale of these items is to be held at the police Vehicle Storage Lot at Stinson Field, beginning October 10, 1962, from 10:00 a.m. to 12:00 noon and during the same hours on each succeeding business day thereafter until all of said property is disposed of.

4. Said property may be redeemed by the owner at any time prior to its sale by satisfy-

ing the Chief of Police of the true ownership thereof and the payment of the cost of the storage and care thereof and all other expenses in connection therewith.

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

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

7. PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,749

ACCEPTING THE LOW BID OF G.W. DICKERSON & SONS FOR THE CONTRUCTION OF SANITARY SEWERS FOR OLMOS BASIN GOLF COURSE AT A COST OF \$4,034.13; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AUTHORIZING THE PAYMENT OF THE SUM OF \$4,034.13 FROM PARKS AND RECREATION DEPARTMENT BUDGET ACCOUNT 11-03-18 TO G.W." DICKERSON & SONS

* * * * *

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

1. The attachedllow bid of G.W. Dickerson & Sons in the amount of \$4,034.13 for the construction of sanitary sewers for Olmos Basin Golf Course is hereby accepted.
2. The City Manager is hereby authorized to execute the Standard Public Works Construction Contract with G.W. Dickerson & Sons in connection with the project set forth in Paragraph 1 above.
3. The Contract is attached hereto and made a part hereof.
4. All other bids received are hereby rejected.
5. The payment of the sum of \$4,034.13 from Parks and Recreation Department Budget Account, 11-03-18 to G.W. Dickerson & Sons is hereby authorized.
6. PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30750

ACCEPTING THE BID IN THE SUM OF \$27,971.00 BY THE FORGY CONSTURCTION COMPANY FOR CONSTURCTION OF ALTERATIONS AND ADDITIONS TO MAIN PLAZ, AND APPROPRIARING SAID SUM OUT OF THE GENERAL FUND, SPECIAL PROJECTS ACCOUNT 11-06=01, PAYABLE TO FORGY CONSTURCTION COMPANY.

* * * * *

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

1. The bid of Forgy Construction Company, 4600 Broadway, San Antonio, Texas, in the sum of \$27,971.00 for construction of alterations and additions to Main Plaza is hereby accepted. Said bid is attached hereto and incorporated herein for all purposes.
2. The City Manager is authorized to execute the standard form City Contract for such construction on behalf of the City with Forgy Construction Company.
3. The sum of \$27,971.00 is hereby appropriated out of the General Fund, Special Projects Account 11-06-01, payable to Forgy Construction Company for such construction.
4. PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,751

APPROPRIATING THE SUM OF \$5,514.32 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND NO. 803-07, PAYABLE TO RALPH H. CAMERON, FOR ARCHITECTURAL SERVICES IN CONNECTION

WITH CONSTRUCTION OF A FIRE STATION AT INTERNATIONAL AIRPORT?

* * * * *

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

1. The sum of \$5,514.32 is hereby appropriated out of International Airport Bond and Construction Fund No. 803-07, payable to Ralph H. Cameron in accordance with the contract between the City of San Antonio and said Ralph H. Cameron manifested by Ordinance No. 30181 on March 7, 1962, whereby said Ralph H. Cameron contracted to perform architectural services in connection with construction of a fire station at San Antonio International Airport.

2. PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSLEMANN
City Clerk

AN ORDINANCE 30752

APPROPRIATING FUNDS AND AUTHORIZING PAYMENT TO THE SAN ANTONIO TRANSIT SYSTEM FOR MANUFACTURE OF ONE DEPOSIT BOX AND REPAIR OF ONE DEPOSIT BOX FOR A TOTAL OF \$98.82.

* * * * *

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

1. The sum of \$98.82 is hereby appropriated out of Police Headquarters Building Bond Fund #479-15 for payment to the San Antonio Transit System for the manufacture of one new deposit curb side box and repairs to an old deposit curb box.

2. Payment is hereby authorized to be made from Police Headquarters Building Bond Fund #479-15, Code 5-20, to San Antonio Transit System in the amount of \$98.82.

3. PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,753

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 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 3ⁿ of said Section 2 shall hereafter include the following described changes in classification and the rezoning of the hereinbelow designated property, to-wit:

(CASE NO. 1721)

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

10835
176.14 acres out of NCB/10838, and NCB 10848, more particularly described in the following field notes:

(TRACT NO. 2) - 23.87 ACRES OF LAND OUT OF NCB 10848

BEGINNING at the Northeast corner of Highland Hills Subdivision Unit No. 24 the intersection of the East boundary line of a 16 foot alley with the South right of way line of Burkedale Boulevard for the most Northerly Northwest corner of this tract.

THENCE South 00 Deg. 5 Min. 10 Sec. West 121.24 feet to a point for corner of this tract.

THENCE continuing with East line of said 16 foot alley with curve to the right having a radius of 447.0 feet, a distance of 423.22 feet to a point for corner of this tract.

THENCE with curve to the right along South line of Block 5, NCB 13079 with curve to the right of 155.0 feet, 411.57 feet to a point for corner of this tract.

THENCE continuing with South line of Block 5, NCB 13079 with curve to the left having a radius of 108.12 feet, a distance of 147.99 feet to a point for corner of this tract.

THENCE continuing along the South line of Block 5, NCB 13079 with curve to the right

a radius of 155.0 feet, a distance of 367.10 feet to a point in the South line of 16 foot alley for corner of this tract.

THENCE in a Westerly direction along the South line of a 16 foot alley on the South side of Block 5, NCB 13079 in Highland Hills Subdivision Unit No. 24, with curve to the right having a radius of 1970.84 Feet, a distance of 588.28 Feet to a point for corner of this tract.

THENCE South 84 Deg. 13 Min. 02 Sec. West, continuing with alley, 22.54 feet to a point for corner of this tract.

THENCE South 43 Deg. 19 Min. 10 Sec. West along East line of a 16 foot alley, 25.63 feet to a point for corner of this tract.

THENCE along Southeast line of alley on Southeast side of Highland Hills Unit No. 24 with curve to the right having a radius of 2163.53 feet, a distance of 471.59 feet to a point for corner of this tract.

THENCE South 55 Deg. 48 Min. 30 Sec. West with East line of said alley 46.47 feet to a point in the Northeast end of drainage easement for corner of this tract.

THENCE South 34 Deg. 11 Min. 30 Sec. East with East end of drainage easement 100 feet to point in the Northwest line of Block 6 NCB 13089 of Highland Hills Unit No. 25.

THENCE along the North line of Block 6, NCB 13089 with curve to the right having a radius of 401.0 feet, a distance of 755.87 feet to a point for corner of this tract.

THENCE continuing with Northeast line of Block 6, NCB 13089 with a curve to the left having a radius of 159.0 feet, a distance of 19.49 feet to a point the East corner of Lot 7, Block 6, NCB 13089 of Highland Hills Subdivision Unit No. 25.

THENCE in a Southeasterly direction with curve to the left along the North line of Block 6, NCB 13089 of Highland Hills Unit No. 25-A with curve to the left having a radius of 159.0 feet, a distance of 124.81 feet to the point of beginning.

THENCE in a Southeasterly direction along North line of Block 6, NCB 13089 with curve to the right having a radius of 196.0 feet, a distance of 701.63 feet to a point for corner of this tract.

THENCE with curve to the left having a radius of 78.97 feet continuing with North line of Block 6, NCB 13089, a distance of 55.95 feet to a point for corner of this tract.

THENCE South 88 Deg. 16 Min. 55 Sec., East 20.0 Feet to point the Northeast corner of Lot 20 and Highland Hills Subdivision Unit No. 25-A for corner of this tract.

THENCE North 1 Deg. 43 Min. 05 Sec. East with East line of Southwestern Bell Telephone Company easement approximately 100.0 feet.

THENCE North 88 Deg. 32 Min. 30 Sec. East with South line of Southwestern Bell Telephone Company easement 350.0 feet, more or less, to the center line of the Salado Creek for a Southeast corner of this tract.

THENCE in a Northerly direction up the centerline of the Salado Creek with its meanders as follows:

North 42 Deg. 54 Min. 32 Sec.
West 62.98 Feet; North 12 Deg. 01 Min. 00 Sec. North 44
Deg. 59 Min. 00 Sec. West, 81.43 Feet; North 81 Deg. 17
Min. 00 Sec. West, 49.90 feet; North 47 Deg. 43 Min. 00
Sec. West, 39.98 feet; North 4 Deg. 16 Min, 00 Sec. West,
175.02 feet; North 21 Deg. 13 Min, 50 Sec. West, 123.34
Feet; North 59 Deg. 50 Min, 50 Sec. East, 236.84 feet;
North 61 Deg. 27 Min, 20 Sec. East 116.92 feet; South
60 Deg. 54 Min. 00 Sec. East 215.67 feet; North 71 Deg.
54 Min, 40 Sec. East, 234.52 feet; North 24 Deg. 49 Min.
20 Sec. East, 199.56 feet; North 1 Deg. 53 Min. 10 Sec.
West, 146.85 feet; North 35 Deg. 47 Min. 10 Sec. West
201.77 feet to a point in the South

right of way line of Burkedale Boulevard for the Northeast corner of this tract.

THENCE South 88 Deg. 36 Min. West with the South line of Burkedale Boulevard 475.0 Feet, more or less to the point of beginning.

(TRACT NO. 3) - 66.75 ACRES OF LAND OUT OF NCB 10838 AND NCB 10835.

BEGINNING at the intersection of the North line of Burkedale Boulevard with the center line of Salado Creek for the Southwest corner of this tract.

THENCE North 88 Deg. 36 Min. East with the North right of way line of Burkedale Boulevard 21900 feet to a point for the Southeast corner of this tract is further described as being located in a Westerly direction along the North line of Burkedale Boulevard, South 88 Deg. 36 Min. West 2168.68 feet South 83 Deg. 52 Min. 50 Sec. West 562.72 Feet; South 88 Deg. 33 Min. West " 1916.36 feet from the Northwest corner of the intersection of Burkedale Boudevard with the W. Road.

THENCE North 1 Deg. 24 Min. West 1150.0 feet, more or less, to a point in the North line of a 162.48 acre tract for the Northeast corner of this tract.

THENCE South 88 Deg. 30 Min. 30 Sec. West with North line of said 162.48 acre tract 2650.0 Feet, more or less, to the center line of the Salado Creek for the Northwest corner of this tract.

THENCE in a Southerly direction with the center line of Salado Creek with its meanders as follows:

South 35 Deg. 29 SMin. 30 Sec. East, 170.44 feet

South 4 Deg. 00 Min. 30 Sec. West, 80.00 feet
 South 8 Deg. 45 Min. 00 Sec. East, 40.50 feet
 South 15 Deg. 58 Min. 00 Sec. East, 111.77 feet
 South 13 Deg. 00 Min. 00 Sec. West, 100.00 feet
 South 1 Deg. 00 Min. 00 Sec. West, 80.01 feet
 South 5 Deg. 22 Min. 00 Sec. east, 106.40 feet
 South 27 Deg. 34 Min. 00 Sec. East, 89.50 feet
 South 1 Deg. 38 Min. 00 Sec. East, 104.02 feet
 South 50 Deg. 40 Min. 50 Sec. East, 204.73 feet
 South 45 Deg. 52 Min. 00 Sec. east, 151.50 feet
 South 58 Deg. 46 Min. 50 Sec. East, 135.41 feet more or less,
 to the point of beginning.

(TRACT NO 4) 58.84 ACRES OF LAND OUT OF NCB 10838

BEGINNING at a point where the South right of way line of Burkedale Boulevard intersects the center line of Salado Creek for the Northwest corner of this tract.

THENCE North 88 Deg. 36 min. east with the South right of way line of Burkedale Boulevard 1830.0 feet to a point for the Northeast corner of this tract. This Northeast corner of this tract is further described as being located South 1 Deg. 24 Min. West 110.0 feet from the Southeast corner of the above described tract No. 3 containing 66.75 acres of land.

THENCE South 1 Deg. 24 Min. East 1185.0 feet, more or less to the South line of a 157.27 acre tract for the Southeast corner of this tract.

THENCE South 88 Deg. 32 Min. 30 Sec. West with the South line of said 157.27 acre tract 2325.0 feet, more or less, to the center line of Salado Creek.

THENCE in a Northerly direction with the center line of Salado Creek with its meanders as follows:

North 42 Deg. 54 Min. 32 Sec. West, 62.98 feet
 North 12 Deg. 01 Min. 00 Sec. East, 132.39 feet
 North 44 Deg. 59 Min. 00 Sec. West, 81.43 feet
 North 81 Deg. 17 Min. 00 Sec. West, 49.90 feet
 North 47 Deg. 43 Min. 00 Sec. West, 39.98 feet
 North 4 Deg. 16 Min. 00 Sec. West, 175.02 feet
 North 21 Deg. 13 Min. 50 Sec. West, 123.34 feet
 North 59 Deg. 50 Min. 50 Sec. East, 236.84 feet
 North 61 Deg. 27 Min. 20 Sec. East, 116.92 feet
 South 60 Deg. 54 Min. 00 Sec. East, 215.67 feet
 North 71 Deg. 54 Min. 40 Sec. East, 234.52 feet
 North 24 Deg. 49 Min. 20 Sec. East, 199.56 feet
 North 1 Deg. 53 Min. 10 Sec. West, 146.85 feet
 North 35 Deg. 47 Min. 10 Sec. West, 201.77 feet, more or less,
 to the point of beginning

26.68 ACRES OF LAND OUT OF NCB 10835.

26.68 acres of land, more or less out of NCB 10835, being a portion of the subdivision of the Ferdinand Theis, Sr. land, being a portion of Subdivision No. 8 of the M. A. Gertrudes De Alaniz Grant in Bexar County, Texas, more particularly described as follows, to-wit:

BEGINNING at the northwest corner of a tract of land conveyed from Adolph G. Theis and wife, Pauline Theis to Highland Hills, Inc. by warranty deed recorded in Volume 3825 Pages 53-55 of the Deed Records of Bexar County, Texas, also being the northwest corner of tract conveyed to Ferdinand C. Theis on May 31, 1929, which point is where the north property line of the said tract conveyed to Highland Hills, Inc., intersects with the east bank of Salado Creek:

THENCE up the East bank with its meander of the Salado Creek North 34 Deg. West 73.8 feet; north 28 Deg. and 30 Min. West, 509 feet and North 6 Deg. West 175.4 feet to a stake, from which an Elm 12 in. in dia. marked "X" bears North 23 Deg. and 30 Min. East 14.5 ft. said stake being the S.W. corner of a tract conveyed to Joseph H. and Herman T. Theis on May 31, 1929. for northwest corner:

THENCE East with the south line of said Joseph H. and Herman T. Theis tract, 1613 feet to a point about 60 feet westerly from the southeast corner of the Joseph H. and Herman T. Theis Tract for N.E. Corner;

THENCE in a southeasterly direction parallel with the bank of the Salado Creek to a point on the West side of a 20 foot road 60 feet south from the bank of the Salado Creek for corner;

THENCE South with the west side of said 20 foot road 540 feet to a stake on the north line of the tract conveyed to Ferdinand C. Theis on May 31, 1929, thence in a westerly direction along the north line of the Ferdinand C. Theis tract, 1528.7 feet to the place of beginning, and being the second tract described in a deed of Gift dated May 31, 1929, filed for record in Volume 1361, Page 584 of the Deed Records of Bexar County, Texas, in which said tract was conveyed from Ferdinand Theis and wife, Clara Theis to Wm V. Theis and being according to a survey made by A. Marbach, Surveyor, dated April 15, 1929.

2. That all other provisions of said ordinance, as amended, shall remain in 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 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30754

APPROPRIATING \$5,236.71 OUT OF STREET RIGHT OF WAY PURCHASE BONDS, FUND NO. 479-12 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, TEXAS SUBJECT TO THE ORDER OF LILLIAN F. UTLEY, SAID AMOUNT BEING IN FULL SATISFACTION OF THE JUDGMENT ENTERED IN CONDEMNATION CUASE NO. 1343, COUNTY COURT OF BEXAR COUNTY, TEXAS

* * * * *

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

- 1. The sum of \$5,236.71 is hereby appropriated out of Street Right of Way Purchase Bonds, Fund No. 479-12 payable to the County Clerk of Bexar County subject to the order of Lillian F. Utley, said amount being in full sstisfaction of the Judgment entered in Condemnation Cause No. 1343, County Court of Bexar County, Texas.
- 2. PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30755

AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND THE TEXAS HIGHWAY DEPARTMENT FOR INSTALLATION OF LIGHTING ON INTERSTATE HIGHWAY 35 EXPRESSWAY BETWEEN BROADWAY AND WILLOW SPRINGS ROAD AT AN ESTIMATED COST OF \$110,600.00.

* * * * *

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

- 1. The City Manager is authorized to execute an agreement on behalf of the City, with the Texas Highway Department, for installation of lighting on Interstate Highway 35 Expressway, between Broadway and Willow Springs Road. A copy of said agreement is attached hereto and incorporated herein for all purposes. The cost which is estimated to be \$110,600.00 is to be shared equally by the Texas Highway Department and the City.
- 2. PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

STATE OF TEXAS }
COUNTY OF TRAVIS }

THIS AGREEMENT, made this 12th day of September, 1962, by and between the City of San Antonio, Texas, hereinafter called the "City", Party of the First Part, acting by and through its City Manager and the State of Texas, hereinafter called the "State", Party of the Second Part, acting by and through its State Highway Commission.

WHEREAS, it is the disire of the State and City to construct an illumination system within ghe limits from Broadway Street to Artesia Road on Interstate Highway No. 35. The State will construct or have constructed this work and the City will pay fifty per cent (50%) of the construction cost of this work, estimated to cost One Hundred Ten Thousand Six Hundred and No/100 Dollars (\$110,600.00), including contingencies and construction engineering. the City's estimated share of the cost of this work amounts to Fifty Five Thousand Three Hundred and No/100 Dollars (\$55,300.00).

NOW, THEREFORE, it is understood that this proposed work, consisitingof the construction of an illumination system within the limits from Broadway Street to Artesia Road on Interstate Highway 35, will be constructed by the State. The total estimated construction cost of this work amounts to One Hundred Ten Thousand Six Hundred and No/100 Dollars (\$110,600.00), including contingencies and construction engineering. TheCtiy will pay fifty per cent (50%) of the construction cost of this work and it is estimated the City's share is Fifty Five Thousand Three Hundred and No/100 Dollars (\$55,300.00), and the City will transmit to the State with the return of this agreement, executed by the City, a warrant made payable to the State Treasurer, Account of Trust Fund No. 927 in the amount of Fifty Five Thousand Three Hundred and No/100 Dollars (\$55,300.00) to be used in paying for the City's share of the proposed work in the City of San Antonio. It is further understood that the State will construct only those items necessary for the completion of an illumination system and fifty per cent (50%) of the construction of such items will be borne by the City. If the State elects to re-

ceive bids and if upon receipt of bids by the State and/or the actual construction and/or approved changes in the contemplated improvement it is found that this amount is insufficient to pay the City's portion, then the City upon request of the State will forthwith supplement this amount by an amount equal to the City's full estimated or actual share of the cost of this work less the amount previously paid into Trust Fund No. 927. In the event the amount as paid is more than the actual cost of the City's share, as herein established, then the excess amount will be returned to the City. It is further understood that the work to be done on behalf of the City, as herein provided, will include the cost of contingencies and construction engineering.

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

CITY OF SAN ANTONIO
Party of the First Part

STATE OF TEXAS
STATE HIGHWAY COMMISSION
Party of the Second Part

BY: /s/ Jaak Shelley

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

ATTEST:
/s/ J.H. Inselmann
City Clerk

BY: State Highway Engineer under authority of Commission Minute 30665

Recommended for execution:

Engineer of Aid Projects

AN ORDINANCE 30661

PASSED AND APPROVED this 12th day of September, 1962.

JOHN GATTI
Acting Mayor

ATTEST: J.H. INSELMANN
City Clerk

For full Ordinance see Page No. 234

AN ORDINANCE 30,756

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTALBISHING 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 ACOMPREHENSIVE 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. 1706)

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

Lot 33, NCB 11167

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 19th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30757

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. 1729)

The rezoning and reclassification of property from "D" Apartment District to "H" Local Retail District listed as follows:

Lot 33, W.10' of Lot 32, NCB 3077

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 29th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,758

AMENDING 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. 1701)

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

Lots 1, 2, and 3, Blk. 1, NCB 13484

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 19th day of September, 1962.

W.W. McAllister

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30759

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. 1748)

The rezoning and reclassification of property listed below as follows:

Lot A, Blk. 1, NCB 13501, from "A" Residence District to "F" Local Retail District:

Lot B, Blk. 2, NCB 13502, from "A" Residence District to "F" Local Retail

District;

Lot C, Blk. 3, NCB 13503 from "A" Residence District to "F" Local Retail District.

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

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

4. PASSED AND APPROVED this 19th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
mCity Clerk

AN ORDINANCE 30,760

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLA, ETC.," PASSED AND APPROVED ON NOVEMBER 3, 1938, BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCEIBED 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 si 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 herainbelow designated property, to-wit:

(CASE NO. 1696)

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

Lot 1, NCB 8205

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 19th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City clerk

AN ORDINANCE 30761

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. 1713))

The rezoning and reclassification of property listed below as follows:

Lot 17 , NCB 7657 from "B" Residence District to "F" Local Retail District:

Lots 18, and 19 NCB 7657 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 vor 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 19th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30762

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

(CASE NO. 1643)

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

Lot 18, NCB 10987

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 19th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30763

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND GULLATT, LODAL & SUELTFENFUSS, INC., CONSULTING ENGINEERS, FOR ENGINEERING SERVICES ON CERTAIN AIRPORT IMPROVEMENTS.

* * * * *

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

1. This ordinance makes and manifests a contract between the City of San Antonio, hereinafter after called "City", and Gullatt, Lodal & Sueltenfuss, Inc., Consulting Engineers, hereinafter after called "Engineer", as follows:

- (1) Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth in connection with the following designated Airport Improvement Projects for Federal Fiscal Year 1963, Federal Aid Projects: Airport Program: For the design and development of Federal Airport Project Applications and for services as outlines herein for the completion of the following development for which Federal Aid Airport Funds have been approved: (1) Strengthen and extend apron at Taxiway "A"; (2) Reconstruct failed areas of apron above storm sewer; (3) Construct outer 75' of new general aviation apron and connecting taxiways; (4) Extend west apron; and (5) Install rotating beacon; estimated total cost being \$318,406.00.

SECTION I.

CHARACTER AND EXTENT OF SERVICES

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

A. Preliminary Phase:

- (1) Attend preliminary conferences with City officials regarding the project.
- (2) Prepare a preliminary engineering study and report on the project, in sufficient detail to indicate clearly the problems involved, including locations of all existing or proposed project right-of-way and the alternate solutions available to the City; to include preliminary layouts, sketches, proposed location map showing additional right-of-way requirements, and cost estimates (excluding land costs) for the project, and to set forth clearly Engineer's recommendations. Such report shall conform to all applicable master plans as near as possible, and shall include a plan for coordinating and scheduling with other proposed projects where possible.

ssible conflicts are involved.

(3) Furnish City five (5) copies of the preliminary report, including preliminary layouts, sketches and cost estimates, including an estimate of the time which will be required to complete the Field survey and Plans and Specifications Phases after approval of preliminary phase by Director of Public Works.

B. Field Survey Phase:

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

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

ALIGNMENT

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

RIGHT - OF - WAY

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

UTILITIES

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

EXISTING IMPROVEMENTS

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

proposed improvements

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

MISCELLANEOUS

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

PROFILE

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

TITLE SHEET

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

TYPICAL SECTIONS, CONSTRUCTION DETAILS AND ESTIMATED QUANTITIES

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

CROSS SECTIONS

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

(2) Prepare detailed cost estimates and proposals of authorized construction, including summaries of bid items and quantities which shall be base, insofar as practicable, on the unit price system for bidding.

(3) Furnish to City, for approval, a copy of the final design plans and specifications before proceeding with Step 4.

(4) Furnish to the City all necessary copies of approved plans, specifications, notices to bidders, and proposals, in accordance with City's proposal form. All sets of plans in excess of ten (10) are to be paid for separately unless otherwise agreed.

(5) Assist City in the advertisement of the project for bids, and assist City in the opening and tabulation of bids for construction on the project, and recommend to City the proper action on all proposals received. Engineer shall furnish to City five (5) copies of the bid tabulation and of his recommendation with respect thereto.

(6) Assist in the preparation of formal contract documents for the award of contracts.

(D) Construction Layout Staking Phase:

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

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

(E) Construction Supervision Phase:

(1) Perform general supervision and administration of authorized construction (as distinguished from continuous resident field inspection), including periodic visits of Engineer, or a competent representative of Engineer, to the site of construction. In the administration of the project, Engineer shall endeavor to protect the City against defects and deficiencies in the work of contractors.

(2) Consult and advise with the City during construction. Submit to City weekly reports on progress of construction when requested by the City.

(3) Upon written request by City, furnish the services of a resident Engineer and/or inspector at a salary agreeable to the City for continuous on-the-site inspection of construction and the performance of construction layout surveys. Such resident Engineer or inspector shall be responsible for collection and submission of samples to a laboratory as designated by the City. Such services shall be computed on the basis of direct salary cost of the service plus a percentage of 25% of such cost. Transportation, if authorized, will be furnished at ten cents (10¢) per mile, not to exceed \$25.00 per month.

(4) Check shop or working drawings furnished by contractors.

(5) Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.

(6) Prepare monthly and final estimates for payments to contractors, and furnish to the City any necessary certifications as to payments to contractors and suppliers.

(7) Supervise initial operation of the project, and supervise the necessary performance tests required by specifications.

(8) Perform, in company with the City's representatives, a final inspection of the project.

(9) Revise contract drawings to show the work as actually constructed, and furnish the City with one set of reproducible drawings. Final payment will be withheld until such drawings are furnished to the City.

SECTION II

PERIOD OF SERVICE

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

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

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

SECTION III

COORDINATION WITH THE CITY

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

SECTION IV

FEE SCHEDULE

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

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

A. Fee Schedule

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

Cost of Construction		Basic Minimum Fee in Percent		
		Classification		
		Alteration Work		
		A	B	
Less than	\$ 25,000	12.00	10.00	15.00
\$ 25,001	50,000	10.00	8.50	12.00
50,001	100,000	9.00	7.50	11.00
100,000	250,000	8.00	6.75	10.00
250,000	500,000	7.00	6.00	9.00
500,000	750,000	6.50	5.50	
750,000	1,000,000	6.00	5.25	
1,000,001	10,000,000	5.65	5.00	
Over	10,000,000	5.00	4.50	

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

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

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

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

B. Method of Payment

Payment shall be made as follows:

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

Field Survey Phase
Plans & Specifications Phase

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

Construction Supervision Phase - - - - - Payment will be made in monthly installments in proportions to the construction work completed and 15% of the total fee due in the construction phase will be retained and be paid within 30 days after acceptance of the completed project.

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

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

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

C. Services Not Included In Above Fees

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

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

SECTION V

REVISION TO DRAWINGS AND SPECIFICATIONS

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

SECTION VI

OWNERSHIP OF DOCUMENTS

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

SECTION VII

ARBITRATION OF DISPUTES

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

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

B. Arbitrators shall have full power to investigate such dispute, hear witnesses, examine

papers, drawings, and documents, and take professional expert opinion thereon and shall arbitrate and decide such dispute to carry out the intentions of the parties and do justice between them. Their decision shall be a condition precedent to any court action.

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

SECTION VIII

TERMINATION

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

SECTION IX

ASSIGNMENT OR TRANSFER OF INTERESTS

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

2. PASSED AND APPROVED this day (19th) of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.C. KENNY
Assistant City Clerk

3. Signed and accepted this 27th day of August, 1962.

GULLATT, LODAL & SUELTFUSS, INC.

By: O.T. Lodal

AN ORDINANCE 30,764

APPROPRIATING THE SUM OF \$33,267.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U.S. 90 WEST PROJECT, STORM DRAINAGE #43, STORM DRAINAGE #58 AND ACCEPTING ONE EASEMENT, ONE QUITCLAIM DEED AND EIGHT (8) LICENSE AGREEMENTS FOR STORM DRAINAGE #43 PROJECT.

* * * * *

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

1. The sum of \$20,597.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

a. \$18,937.00 payable to Stewart Title Company as escrow agent for Hilario Gonzalez and Mrs. J.E. Dawson Gonzales for title to North 91 feet of Lot 1 in the West 1/2 Block 35, NCB 3694, being Parcel 11-4311.

b. \$360.00 payable to Stewart Title Company as escrow agent for Juan S. Perez, a single man for title to 0.0117 of an acre of land, more or less, in NCB 6724, being Parcel 144-4444.

c. \$1,300.00 payable to Stewart Title Company as escrow agent for Petra Moran, a femme sole, for title to 0.0327 of an acre of land, more or less, in NCB 6316, being Parcel 169-4469.

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

2. The sum of \$9,570.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13, for acquisition of right of way for Storm Drainage #43 Project as follows:

a. \$1,570.00 payable to Guardian Abstract & Title Company as escrow agent for Agnes Valdemar Garza and Juan R. Garza for title to Lots 34, 35, 36, and 37, Block 13, NCB 3916, being Parcels 5161 thru 5164.

b. \$1,200.00 payable to Guardian Abstract & Title Company as escrow agent for Louis Salinas, et al for easement (permanent and temporary) over a tract of land out of Lot 79, Block 17, NCB 3460, being Parcel 5187.

c. \$6,800.00 payable to Guardian Abstract & Title Company as escrow agent for Sam Guerrero and Margarita Guerrero for title to all the East 85' of the West 135' of Lot 8, Block 14, NCB 2844, being Parcel 5259.

d. A Quitclaim Deed from Sam Guerrero and Margarita Guerrero to a vacancy between Block 14, NCB 2844 and Block 8, NCB 3230 is hereby accepted (Parcel 5287)

e. License Agreement for temporary use of the South 15.0 feet of said Lot 6, NCB 7345 granted by Federal Lumber Company, Delfino R. Cardenas and Angelina A. Cardenas is hereby accepted. Parcel E-475. A copy of said License Agreement is filed herewith and incorporated herein by reference.

f. License Agreement for temporary use of the West 29.0 feet of South 15.0 feet of Lot 7, NCB 7345 granted by Parkway Improvement, Inc., and Conception Taylor Matias is hereby accepted. Parcel E-476. A copy of said License Agreement is filed herewith and incorporated herein by reference.

g. License Agreement for temporary use of the West 29 feet of South 15.0 feet of Lot 8 and the East 6 feet of the South 15.0 feet of 7 granted by Federal Lumber Company and Federico Molina is hereby accepted. Parcel E-477. A copy of said License Agreement is filed herewith and incorporated herein by reference.

h. License Agreement for temporary use of the South 15.0 feet of said Lot 10, NCB 7345 and the East 6.0 feet of the South 15.0 feet of 9 granted by Federal Lumber Company and Isabel Ozuna is hereby accepted. Parcel E-479. A copy of said License Agreement is filed herewith and incorporated herein by reference.

i. License Agreement for temporary use of the South 15.0 feet of said Lot 12, NCB 7345 granted by Federal Lumber Company and Rodolfo Salazar is hereby accepted. Parcel E-481. A copy of said License Agreement is filed herewith and incorporated herein by reference.

j. License Agreement for temporary use of the South 15.0 feet of said Lot 13, NCB 7345 granted by Federal Lumber Company, Amado D. Terrazas and Clara S. Terrazas is hereby accepted. Parcel E-482. A copy of said License Agreement is filed herewith and incorporated herein by reference.

k. License Agreement for temporary use of the South 15.0 feet of said Lot 14, NCB 7345 granted by Manuel Herrera is hereby accepted. Parcel E-483. A copy of said License Agreement is filed herewith and incorporated herein by reference.

l. License Agreement for temporary use of the South 15.0 feet of said Lot 15, NCB 7345 granted by Federal Lumber Company and Francisco Vasquez is hereby accepted. Parcel E-484. A copy of said License Agreement is filed herewith and incorporated herein by reference.

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

3. The sum of \$3,100.00 is hereby appropriated out of Storm Sewer and Drainage Bonds 1957, #479-13 for acquisition of right of way for Storm Drainage #58 Project as follows:

a. \$2,350.00 payable to Guaranty Abstract & Title Company as escrow agent for Federal Lumber Company for title to Lots 17 and 18, Block 6, NCB 8263, Parcels 5352 and 5353 and Lots 28, 29, 31 and 32, Block 1, NCB 8264, Parcels 5379, 5380, 5382, and 5383.

b. \$750.00 payable to Guaranty Abstract & Title Company as escrow agent for E.O. Smith, a single man, and E.O. Smith, Jr., a single man for title to Lots 37 and 38, Block 2, NCB 8265, being Parcels 5423 and 5424.

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

4. PASSED AND APPROVED this 26 day of September, 1962.

W.W. McAllister
MAYOR

ATTEST: J.H. INSELMANN
City Clerk

ORDINANCE 30,765 - see page 327

AN ORDINANCE 30,766

DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN PRIVATELY-OWNED REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, FOR PUBLIC PURPOSES TO-WIT: URBAN RENEWAL CENTRAL WEST AREA, PROJECT ONE-TEX. R-39 CONTAINING 67.943 ACRES OF LAND, MORE OR LESS; AND DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION PROCEEDINGS TO ACQUIRE SO MUCH THEREOF AS CANNOT BE ACQUIRED BY PURCHASE.

* * * * *

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

1. Public necessity requires that the City of San Antonio acquire certain privately-owned real property situated within its corporate limits for public purposes, to-wit: Urban Renewal Central West Area, Project One-Tex. R-39 containing 67.943 acres of land, more or less, in the City limits.

2. Said privately-owned real property is shown on the accompanying map marked Exhibit "A", which is attached hereto and incorporated herein by reference.

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

4. PASSED AND APPROVED this 26th day of September, 1962

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,767

APPOINTING AUBREY KLINE EX OFFICIO MEMBER OF THE RIVER WALK COMMISSION.

* * * * *

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

- 1. Aubrey Kline is hereby appointed ex officio member of the River Walk Commission to serve for a period of one (1) year, beginning October 1, 1962.
- 2. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,768

AUTHORIZING THE ACQUISITION FROM THE SAN ANTONIO CONSERVATION SOCIETY OF A TRACT OF LAND OUT OF NCB 292 FOR THE SUM OF \$3,554.79; AUTHORIZING THE TRANSFER OF THE SUM OF \$3,554.79 FROM SPECIAL PROJECTS ACCOUNT NO. 30-01-01 , PUBLIC IMPROVEMENTS UNALLOCATED, TO SPECIAL PROJECTS ACCOUNT NO. 09-04-17, MISCELLANEOUS STREET IMPROVEMENTS AND AUTHORIZING PAYMENT THEREFROM OF THE SUM OF \$3,554.79 TO SAN ANTONIO CONSERVATION SOCIETY FOR THE SAID TRACT OF LAND.

* * * * *

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

- 1. Acquisition by the City of the South 6 feet of Lot 4, NCB 292, in the City of San Antonio, from the San Antonio Conservation Society is hereby authorized. A copy of the deed to the City is attached hereto and incorporated herein.
- 2. Transfer of the sum of \$3,554.79 from Special Projects Account 30-01-01 Public Improvements Unallocated, to Special Projects Account 09-04-17, Miscellaneous Street Improvements and payment of such sum from said Special Projects Account 09-04-17 to the San Antonio Conservation Society is hereby authorized, \$1,280.00 of such sum being for the aforementioned parcel of land and \$2,274.79 for reconstruction work on the Navarro House property required to clear same.
- 3. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk "

AN ORDINANCE 30,769

AUTHORIZING EXECUTION OF A CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS ON THE PORTION OF LOOP 13 SOUTH, BETWEEN F.M. 2536 (PEARSALL ROAD) AND U.S. HIGHWAY 81 (LAREDO HIGHWAY), LOCATED IN THE CITY LIMITS.

* * * * *

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

- 1. The City Manager is authorized to execute the Municipal Construction and Maintenance Agreement between the City and the State of Texas on the portion of Loop 13, between F.M. 2536 (Pearsall Road) and U.S. Highway 81 (Laredo Highway), located within the city limits of the City of San Antonio.

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

- 2. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

STATE OF TEXAS
COUNTY OF TRAVIS

MUNICIPAL CONSTRUCTION AND MAINTENANCE AGREEMENT

This agreement made this _____ day of _____ 19__ by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of San Antonio, Bexar County, Texas, acting by and through its duly authorized officers under an ordinance passed the _____ day of _____, 19__, hereinafter called the "City", party of the second part.

WHEREAS, the City has requested the State to contribute financial aid in the improvement and maintenance of Southwest Military Drive within such City, from Farm to Market Highway 2536 (Pearsall Road) to U.S. Highway 81 (Nogalitos Street), the route of Highway No. Loop 13 and hereinafter called the "Project", and has by proper ordinance authorized the State to enter upon and improve and maintain or assist the City in the improvement and maintenance of said project and

WHEREAS, the State Highway Commission by Minute No. 44465 passed on August 27, 1958, has approved a program of work which includes the project described above, and the State Highway Engineer, acting for and in behalf of the State Highway Commission in activating such program, has made it known to the City that the State will assist the City in the improvement and maintenance of said project, conditioned that the City, as contemplated by Senate Bill 415, Acts 46th Legislature, Regular Session, will enter into agreements with the State for the purpose of determining the liabilities and responsibilities of the parties with reference thereto.

A G R E E M E N T

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

Project Authorization

It is understood and agreed between the parties hereto that the City by virtue of the provisions of its charter and the laws of the State of Texas has exclusive control of and jurisdiction over all streets and public ways within the incorporated limits of such City, and that the City has requested and consented to the construction and maintenance of the project and the State in the construction and maintenance of such project does so at the special instance and request of the City. The City, in consideration of the mutual covenants herein contained, does hereby agree to and does hereby authorize the State to improve or assist in the improvement of said project at the location and in the manner shown on the construction plans to be approved by both parties. It is mutually agreed that as the project is developed to the construction stage, either as a unit or in increments, both parties shall approve such plans by signature approval thereon, and a copy of such plans for the unit or for each increment as such increment is developed will be attached hereto, marked "Exhibit A", and made a part hereof in all respects.

Right of Way and Existing Utilities

The City will provide without cost to the State a right of way for the project free of all obstructions and encroachments, and of a width sufficient to provide properly for the improvements shown on the plans. The City will provide without cost to the State for the installation, removal or other necessary adjustment of any and all utilities and services, whether publicly or privately owned, as may be necessary to permit the proper improvement, maintenance and use of said project. Existing utilities shall be adjusted in respect to location and type of installation in accordance with requirements of the State. If, upon receipt of written request by the State, the City does not promptly carry out any provision of this paragraph and delay results in additional expense to the State, such expense will be the direct charge and obligation of the City.

Construction Responsibilities

The City and the State will provide for the items of construction for which each has assumed financial responsibility.

For the items of construction which are the State's financial responsibility, the State will prepare or provide for the construction plans, advertise for bids, and let the construction contract, or otherwise provide for the construction and will supervise the construction, reconstruction, or betterment work as required by said plans. As the project is developed to the construction stage, either as a unit or in increments, the State will secure the City's approval of the construction plans for each increment or the unit prior to award of contract.

The State will construct grading, bridges and culverts for existing drainage conditions, pavement and curb and gutter as required for construction of the Highway, including medians and turning lanes.

If there are items of construction which are the City's responsibility, the City will prepare plans and accomplish construction, and the design and construction procedures will be subject to inspection and approval of the State. If desired by the City and approved by the State, any part or all of the items of construction which are the City's responsibility may be included in the plans and made a part of the construction work to be undertaken by the State. In this event the State will prepare the plans, let the contract, and supervise the construction, and the City will pay to the State the cost of the items which are the City's responsibility. The details of cost participation and method of payment will be covered by a separate agreement to be executed between the City and the State prior to the undertaking of construction.

General

The City and the State on the 23rd day of March, 1953, entered into an agreement, hereinafter called "Municipal Maintenance Agreement", establishing the responsibilities of both parties in respect to the maintenance and operation of the then existing system of highways within the City. This Municipal Maintenance Agreement includes the provision that in the event the system of highway is changed, the full effect and all conditions of the Municipal Maintenance Agreement shall apply to the changed highway system unless the execution of a new agreement on the changed portion is requested by either the City or the State. Maintenance of this subject highway is covered under paragraph 1 of "Coverage" of the above mentioned "Municipal Maintenance Agreement." Provisions of this new agreement will supplement or supersede in any points of conflict, the provisions of the above mentioned existing agreement.

Special Conditions

Future Utilities

The City will secure or cause to be secured the approval of the State before any utility installa-

tion, repair, removal or adjustment is undertaken, crossing over or under the project or entering the project right of way, and the City will require that all such operations thereon shall conform to specifications provided by the State, including location, method of installation, extent of conductor casing and provisions for handling traffic. In the event of handling an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as is practicable. The City will pay to the State promptly the cost of repair work by the State made necessary by reason of the installation, repair, removal or adjustment of any publicly or privately owned utilities or service, which may occur after the completion of the project.

The City will neither cut or permit a third party to cut the pavement for the placement of any pipe or conduit for any utility on or across the pavement. Future transverse utility mains shall be placed under pavement by drilling or boring. The City agrees to hold to a minimum overhead power lines across the project. When such power lines are considered necessary, poles shall be situated within one foot of the right of way lines, and the line and structure construction of crossings shall conform to the highest grade as defined by the latest published edition of the National Electrical Safety code published by the National Bureau of Standards.

Medians - It is understood and agreed that as a part of this project a median will be constructed in accordance with the layout and dimensions shown on the construction plans - Exhibit "A".

It is further understood and agreed that no additional openings in the median shall be permitted, either now or in the future (other than those shown on the construction plans - Exhibit "A"), unless it is by mutual consent of the City and the State. In the event conditions develop that warrant mutual consent and approval of additional openings, any such openings shall be developed in accordance with the conditions, recommendations, and typical design as set forth in the report compiled by the joint committee of representatives of the Texas Municipal League and the Texas Highway Department on "Median Practices on Highway Routes on City Streets" dated April, 1960.

Traffic Regulations

The City will pass and enforce an ordinance prohibiting all parking on the highway for the entire length of the project.

Indemnification

The City agrees to indemnify the State against any and all damages and claims for damages to adjoining, abutting or other property for which the State is or may be liable arising out, of incident to or in any way connected with the installation, the construction, the existence, the use and/or maintenance of such project and does hereby agree to indemnify the State against any and all court costs, attorneys' fees and all expenses in connection with suits for such damage and shall, if requested to do so in writing, assist or relieve the State from defending any such suits brought against it.

Nothing in this agreement shall be construed to place any liability on the City for personal injury arising out of the construction of such project. Furthermore, it is not the intent of this agreement to impose upon the City the liability for injury to person or property arising out of the construction of the project by the State's contractor unless the State itself would be liable for such injury or damage.

Nothing herein contained shall be construed to place upon the State any manner of liability for injury to or death of persons or for damage to or loss of property arising out of or in any manner connected with the maintenance or use of the project and the City will save the State harmless from any damages arising from said maintenance and/or of said project.

It is further understood and agreed between the parties hereto that the improvement and/or maintenance of the project by the State is for the sole purpose of providing the travelling public a more adequate travel facility and shall never be the basis of any claim for State assumption, or participation in the payment, of any of the obligations of the City incurred in the improvement, past or present, of any street project.

Limitations

The responsibilities and obligations of the City under this agreement shall be limited to that area of the Project that is within the incorporated limits of the City.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of _____ on the _____ day of _____, 19____ and the Highway Department on the _____ day of _____, 19____.

ATTEST:

CITY OF _____

BY: _____

(Title of Signing Official)

THE STATE OF TEXAS

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

BY: _____
(Administrative Engineer)

APPROVAL RECOMMENDED:

District Engineer

Chief Engineer of Highway Design

Engineer, Secondary Roads

AN ORDINANCE 30,765

ACCEPTING THE BID OF ERNEST HOLUB IN THE AMOUNT OF \$227.75 FOR THE PURCHASE OF CITY-OWNED IMPROVEMENTS TO BE WRECKED AT 8419-8427 SAN PEDRO.

* * * * *

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

1. No other bids being received, the bid of Ernest Holub in the amount of \$227.75 for the purchase of the City-Owned improvements to be wrecked at 8419-8427 San Pedro is hereby accepted.

Buyer shall have thirty (30) days from date hereof to remove the above improvements.

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

3. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,770

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

* * * * *

WHEREAS, the City Manager or his duly authorized representative, the Finance Director or his duly authorized representative, and the City Attorney, or his duly authorized representative, acting jointly as a Tax Error Board of Review, as provided by Ordinance, has thoroughly investigated certain alleged errors in the Tax Rolls of the City of San Antonio, and as a result thereof, it appears to the satisfaction of said officers of the City that certain errors do exist in the Tax Rolls and it further appearing that substantial evidence of such errors has been presented to said Board has recommended certain corrections, and it being the opinion of the City Council acting under its general powers and also by authority granted Article 7264a and Article 7345d, Revised Civil Statutes of the State of Texas, that said recommendations should be approved; NOW THEREFORE,

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

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

OWNER - Cora and the Heirs of Mrs. J.D. Dupy, 1959 through 1961 inclusive, S. 45.2 FT of Lot 1, Arbitrary Lot A20, Block 1, NEW City Block 679, Account No. 12-1704.

As a result of an inspection of this property (112 Sycamore) by an appraiser for the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$21,120 to \$13,020 because of partial destruction of the improvements by fire. Taxes, penalty and interest in the amount of \$466.28 are to be collected.

OWNER - Eva Dixon Yancy, 1953 through 1961 inclusive, Lot 26, Block 38, New City Block 1931, Account No. 30-1763.

As a result of an inspection of this property (308 Donaldson Ave.) by an appraiser for the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$129,780 to \$117,860 because of the deterioration of the improvements. Taxes, penalty and interest in the amount of \$4,945.44 are to be collected.

PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30771

MAKING AND MANIFESTING A CONTRACT BETWEEN THE FROST NATIONAL BANK OF SAN ANTONIO AND THE CITY OF SAN ANTONIO, TEXAS, RELATING TO THE MAKING OF LOANS, IN THE AMOUNT OF \$18,000,000.00 BY SAID BANK TO SAID CITY DURING THE PERIOD BEGINNING AUGUST 1, 1962, AND ENDING JULY 31, 1963; AND TO PAY INTEREST ON DEPOSITS TO SAID CITY FOR SAID FISCAL YEAR.

* * * * *

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

1. (a) This ordinance makes and manifests a contract between the City of San Antonio, Texas, and the Frost National Bank of San Antonio, the depository of the City, concerning the making of loans by said Bank to the City for the use of the City in anticipation of the receipts from taxes levied for the City's current fiscal year, beginning August 1, 1962, and ending July 31, 1963, and the current revenues for said fiscal year as provided by the Charter of the City of San Antonio, in the amount and upon the terms states herein.

(b) This ordinance also creates and manifests the contract of the said Bank to pay interest on daily balances on any and all fund accounts which may be designated as Time Accounts, subject to notice of at least thirty (30) or sixty (60) days prior to any withdrawals, at the rate of one percent (1%) per annum, and to pay interest on daily balances of like accounts subject to notice of not less than ninety (90) days prior to any withdrawals at the rate of two and one-half percent (2 1/2%) per annum, and to pay interest on daily balances on like accounts, subject to notice of not less than one hundred eighty (180) days prior to any withdrawals, at the rate of three (3%) percent per annum; interest to be calculated on balances in even dollars and paid quarterly as it accrues, and no interest to be paid on any balances subject to check without notice.

(c) The money to be borrowed by the City from the said bank as above provided, shall be borrowed in accordance with the terms of the proposal of said bank for the loan thereof by the bank to the City, interest also being paid by the bank to the City on daily balances, ordinance passed January 26, 1961, of the City Council of the City of San Antonio and recorded in the Minute Book FF, Page 442, being Ordinance No. 29238 of the City of San Antonio.

2. The money borrowed by the City hereunder shall be advanced by the Bank on legally contracted notes, which instruments shall provide for final maturity not later than July 31, 1963, with privilege of pre-payment prior to maturity, which instrument shall be drawn in form acceptable to the Bank.

3. Interest shall be charged and paid on the loans at the rate of twenty-nine one-hundredths of one percent (.29%) per annum from date thereof, calculated and payable monthly as it accrues, interest to be paid only on cash actually advanced on the notes and only from the date of such advancement.

4. The City hereby pledges and assigns, as security for such loans, all current General Fund taxes and revenues for the fiscal year beginning August 1, 1962, and ending July 31, 1963, and all uncollected back taxes levied for the General Fund for all previous years, and all current General Fund revenues of the City for the fiscal year beginning August 1, 1962, and ending July 31, 1963, arising from taxation and all other sources during said fiscal year, including the refunds of utility payments made by the City, as well also as the full faith and credit of the said City; provided, however, that there are excepted from the above the following: refunds for prior and current years' expenditures, compensation for sale or loss of assets, surpluses from discontinued funds, contributions from private sources, revenue applicable to redemption and payment of outstanding debts of revenue bond funds, franchise payments for privilege of maintaining curb-parking bank tellers, receipts from parking meters, and receipts from operation of San Antonio International Airport and Stinson Municipal Airport, all receipts from sewer services, and the said notes and all interest thereon shall constitute a first lien upon and against all said General Fund taxes and the revenues for said fiscal year, and said notes shall be fully paid therefrom and from said current income revenues of the City and such uncollected back taxes, before any such taxes, revenues or income or back taxes may be lawfully appropriated to any other purpose or object whatsoever.

5. (a) The loans and advances made or to be made by the bank to the City shall be for the following purposes, for the following months, and in the following amounts, to-wit:

<u>MONTH</u>	<u>1962-63 GENERAL FUND</u>
August, 1962	\$ -0-
September, 1962	2,000,000.00
October, 1962	2,000,000.00
November, 1962	2,000,000.00
December, 1962	2,000,000.00
January, 1963	2,000,000.00
February, 1963	2,000,000.00
March, 1963	2,000,000.00
April, 1963	2,000,000.00
May, 1963	2,000,000.00
June, 1963	1,000,000.00
July, 1963	1,000,000.00
	<u>\$18,000,000.00</u>

(b) Provided, however, that the amount of the loans and advances for all purposes shall not exceed eighty-five percent (85%) of the total estimated revenues, excluding ad valorem taxes on automobiles (which are, however, included in this pledge), for the fiscal year ending July 31, 1963, as set out in the legally adopted budget of the City for said fiscal year.

6. The Bank shall be under no obligation to lend during any calendar month any amount in excess of the amount above specified for that month, provided, if the City should borrow, during any calendar month, less than the amount specified for that month, then and in that event it may borrow the amount of such deficiency during any future month of said current fiscal year, and in the event the bank shall lend more than the amount above specified in any month, the excess shall be deducted from loans during the succeeding month or months, as the bank may specify.

7. If the City should incur, during any calendar month of said fiscal year any expenses, debts or obligations payable out of the receipts of taxes and current revenues of the City for said fiscal year, or out of said pledged back taxes in excess of the amount specified for each month in Section 5 hereof, then and in that event said Bank shall at its option, stand and be released from any obligation to make further advances to the City hereunder.

8. In view of the possibility of tax strikes and litigation over payment of the city taxes, it is understood that the bank reserves the right in the event of actual tax strikes or litigation over payment of city taxes, to suspend further advancements on loans of money until it is satisfied that such condition has been corrected, and said bank is vested with the right to determine for itself the existence of such condition and its correction.

9. If the City should default in the payment of any installment of the principal or of the interest on any of its bonds during the fiscal year, then and in that event said bank shall, at its option, which may be exercised when such default occurs or any time during which said default continues, stand and be released from any obligation to make further advances to the City hereunder.

10. In case any check drawn by the City or by its authority during said fiscal year upon its depository is approved by the Director of Finance, and is presented to the depository for payment, and such depository raises the question whether same is drawn pursuant to law and in accordance with this ordinance contract, and the City nevertheless insists upon payment thereof by the depository, then and in that event the bank shall, at its option, stand and be released from any obligation to make further advances to the City hereunder.

11. If said Bank should, at any time, for any reason, cease to be City depository under the proposal for depository contracts heretofore submitted to the City and accepted by it, or if any question should arise at any time respecting the kind, amount or value of the securities deposited or tendered by said bank to secure the City funds deposited or to be deposited with it, which is not settled to the satisfaction of said bank, then and in that event said bank, then and in that event said bank shall, at its option, stand and be released from any obligation to make further advances to the City hereunder.

12. The said Frost National Bank of San Antonio, in lieu of a bond, shall pledge and deposit with the City, for the purpose of better securing the payment and accounting for City funds and moneys, legally issued notes of the City of San Antonio, and/or other securities meeting the requirements of law, specifically Article 2560, Revised Civil Statutes of the State of Texas approved by the City, in an amount in value at all times at least equal to the amount of the City funds and moneys on deposit in said depository bank, and the City of San Antonio may accept such securities by it approved in lieu of personal or surety bond or bonds, and such securities so placed and pledged with the City by the Bank shall be deposited in such Bank, but such securities shall be under the dual access of the City and the Bank, that is, same shall be and must be placed and deposited in a safe or safe deposit box having a dual combination, or dual lock, so that neither the City nor the Bank can enter or open such safe or safe deposit box without the presence and co-operation of the other, or its proper and duly authorized representative.

13. In case the City shall fail to comply with any of the terms and/or conditions hereof, then and in that event the Bank shall, at its option, stand and be released from any obligation to make further advances to the City hereunder.

14. All loans and advances for the fiscal year ending July 31, 1963, heretofore made by the Bank to the City, and all notes heretofore issued by the City and delivered to the Bank, are hereby ratified and conformed as binding legal obligations of the City and as evidencing valid indebtedness of the City to the extent the same are unpaid.

15. That forms of said General Fund notes shall be substantially as follows, said notes being numbered consecutively from 1 to 720, both inclusive, and each note being in the sum of \$25,000.00.

No. _____ \$25,000.00

CITY OF SAN ANTONIO
TAX ANTICIPATION NOTE FOR THE PERIOD
BEGINNING AUGUST 1, 1962, AND ENDING JULY 31, 1963

"The City of San Antonio, a municipal corporation in the County of Bexar, and State of Texas, for value received acknowledges itself indebted, and hereby promises to pay to the Frost National Bank of San Antonio at the Frost National Bank in San Antonio, or order, on or before the 31st day of July, 1963, the principal sum of Twenty-five Thousand Dollars (\$25,000.00) in lawful money of the United States of America, together with interest thereon from the date hereof until paid in full, at the rate of Twenty-nine One-hundredths of One Percent (.29%) per annum, calculated and payable monthly, and like rate of interest on defaulted interest, until paid; and it is expressly agreed and understood that in the event this obligation is not paid at maturity, and is placed in the hands of an attorney for collection or collected through judicial proceedings of any kind, an additional Five Percent (5%) on the amount of principal and interests unpaid shall be payable as Attorney's fee.

This note is one of a series of 720 notes, numbered from 1 to 720, inclusive, each such note being for the sum of \$25,000.00 aggregating the sum of \$18,000,000.00 evidencing loans made to said City by said Bank for the purpose of paying off certain indebtedness incurred for current General Fund expenses of said City during the fiscal year beginning August 1, 1962, and to su-

apply the needed funds to pay the current expenses of said City for said fiscal year ending July 31, 1963, said notes having been issued under and by virtue of the Charter and Ordinance of the City of San Antonio and the Constitution and Laws of the State of Texas, and in pursuance of an ordinance passed by the City Council of said City on January 26, 1961, which ordinance is Ordinance No. 29238, recorded in Minute Book FF, page 442, of the City of San Antonio; and these notes are secured concurrently, regardless of the date of issuance.

The date of this note, in conformity with said Ordinance, is the date of the advancement and payment to the City by the payee herein of the amount hereof.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to the issuance of the series of notes have been properly done and performed and have happened in regular and due time, form and manner, as provided by Law; and that the City hereby pledges and assigns, as security for such loans, all current General Fund taxes and revenues for the fiscal year beginning August 1, 1962, and ending July 31, 1963, and all uncollected back taxes levied for the General Fund for all previous years, and all current General Fund revenues of the City for the fiscal year beginning August 1, 1962, and ending July 31, 1963, arising from taxation and all other sources during said fiscal year, including the refunds of utility payments made by the city, as well as the full faith and credit of said City; refunds for prior and current years' expenditures, compensation from sale or loss of assets, surpluses from discontinued funds, contributions from private sources, revenue applicable to redemption and payment of outstanding debts of revenue bond funds, franchise payments for privilege of maintaining cur-parking bank tellers, receipts from parking meters, receipts from operation of San Antonio International Airport and Stinson Municipal Airport, and all receipts from sewer service; and the said notes and all interest thereon shall constitute a first lien upon and against all said General Fund taxes and the revenues for said fiscal year, and said notes shall be fully paid therefrom and from said Current income revenues of the City and such uncollected back taxes, before any such taxes, revenues or income or back taxes may be lawfully appropriated to any purpose or object whatsoever.

IN TESTIMONY WHEREOF, the City of San Antonio, Texas, has caused its corporate seal to be hereto affixed, and this note to be signed by the City Manager, countersigned by the Director of Finance, and attested to by the City Clerk of said City, this _____ day of _____, 19__.

16. Said promissory notes shall be signed by the City Manager of said City and countersigned by the Director of Finance of said City, and attested by the City Clerk of said City, and the corporate seal of said City shall be impressed upon each of said notes, and said officials are hereby authorized and directed to execute said notes by such signature and counter-signature, and to deliver them to the payee thereof upon payment by said payee of the amount designated in each of said notes, said notes to be delivered to said payee in consecutive numerical order hereinabove designated.

17. This contract shall expire July 31, 1963.

18. WHEREAS, an emergency is apparent for the immediate preservation of order, good government and public safety that requires this ordinance to become effective at once;

THEREFORE, upon the passage of this ordinance by a vote of six (6) members of the City Council, it shall be effective from and after the date of its passage, as made and provided by the Charter of the City of San Antonio.

19. It is mutually agreed between the Frost National Bank and the City, that, should City be in a financial position during a part of the fiscal period provided for herein; namely, from August 1, 1962, to July 31, 1963, to obviate the necessity for borrowing funds from its depository bank, then in that event, City shall have the option of refraining from availing itself of the borrowing procedures set forth herein during such period.

20. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
MAYOR

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30772

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$120,000.00 TO PAY CURRENT EXPENSES OF CITY-COUNTY TUBERCULOSIS FUND DURING THE FISCAL YEAR 1962-63.

* * * * *

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

1. That, for the purpose of paying current City-County Tuberculosis Fund expenses of the City of San Antonio during the fiscal year beginning August 1, 1962, and ending July 31, 1963, there shall be borrowed and secured from the Frost National Bank of San Antonio advances of money for said purposes in the amount of \$120,000.00 and to evidence said loans and advances, promissory notes of the City of San Antonio shall be executed and delivered to said Frost National Bank as hereinafter provided, under the power invested in the City of San Antonio by its Charter and the Constitution and Laws of the State of Texas.

2. That said notes shall be numbered consecutively from 1 to 12, both inclusive, and each note shall be for the sum of \$10,000.00.

3. That the above said notes, aggregating \$120,000.00 shall be payable to the Frost National Bank or at the Frost National Bank in San Antonio; all said notes shall be dated the date they are executed, and shall bear interest at the rate of Twenty-nine One-hundredths of One Percent (.29%) per annum from date thereof, calculated and payable monthly as it accrues provided that interest shall be paid only on cash actually advanced on said notes and only from the dates of such advancements, and a like rate of interest on defaulted interest; said notes shall be signed like rate of interest on defaulted interest; said notes shall be signed by the City Manager, countersigned by the Director of Finance of said City, and attested by the City Clerk of said City, and the corporate seal of said City shall be im-

pressed upon each of said notes. Said notes shall provide for final maturity not later than July 31, 1963, with privilege of prepayment prior to maturity, and shall be concurrently secured, regardless of date of issuance.

4. The City hereby pledges and assigns, as security for such loans, all current City-County Tuberculosis Fund taxes and revenues for the fiscal year beginning August 1, 1962, and ending July 31, 1963, and all uncollected back taxes levied for the City-County Tuberculosis Fund for all previous years, as well as the full faith and credit of said City and said notes and all interest thereon shall constitute a first lien upon and against all City-County Tuberculosis Fund taxes and revenues for said fiscal year, and said notes shall be fully paid therefrom and from said current income revenues of the City and such uncollected back taxes, before any such taxes, revenues, or income or back taxes may be lawfully appropriated to any other purpose or object whatsoever.

5. That the money to be borrowed by the City of San Antonio from the said Bank as above provided shall be borrowed as provided shall be borrowed as provided in accordance with the terms of the proposal of said Bank for the loan thereof by the Bank to the City, which proposal is set out in and accepted by Ordinance passed January 26, 1961, by the City Council of the City and recorded in Minute Book FF, Page 442, being Ordinance No. 29238 of the City of San Antonio, Texas.

6. That the proceeds of said loans shall be used to take up and pay off the outstanding indebtedness of the City of San Antonio legally incurred for the current City-County Tuberculosis Fund expenses of said City during the said current fiscal year, as provided by and in accordance with the Charter and Ordinance of the said City.

7. That the form of said notes shall be substantially as follows:

No. _____ \$10,000.00

CITY OF SAN ANTONIO
TAX ANTICIPATION NOTE FOR THE PERIOD
BEGINNING AUGUST 1, 1962 AND ENDING JULY 31, 1963.

"The City of San Antonio, a municipal corporation in the County of Bexar, and State of Texas, for value received acknowledges itself indebted, and hereby promises to pay to the Frost National Bank of San Antonio or order at the Frost National Bank in San Antonio, on or before the 31st day of July, 1963, the principal sum of Ten Thousand Dollars (\$10,000.00) in lawful money of the United States of America, together with interest thereon from the date hereof until paid in full, at the rate of Twenty-nine One-hundredths of One Percent (.29%) per annum, calculated and payable monthly, and like rate of interest on defaulted interest, until paid; and it is expressly agreed and understood that in the event this obligation is not paid at maturity, and is placed in the hands of an attorney for collection or collected through judicial proceedings of any kind, an additional Five Percent (5%) on the amount of principal and interest unpaid shall be payable as Attorney's fee.

"This note is one of a series of 12 notes, numbered from 1 to 12, inclusive, each such note being for the sum of \$10,000.00 aggregating the sum of \$120,000.00 evidencing loans made to said City by said Bank for the purpose of paying off certain indebtedness incurred for current City-County Tuberculosis Fund expenses of said City during the fiscal year beginning August 1, 1962, and ending July 31, 1963, said notes having been issued under and by virtue of the Charter and ordinances of the City of San Antonio and the Constitution and Laws of the State of Texas, and in pursuance of an ordinance passed by the City Council of said City on January 26, 1961, which ordinance is Ordinance No 29238, recorded in Minute Book FF, Page 442, of the City of San Antonio; and these notes are secured concurrently, regardless of the date of issuance.

"The date of this note, in conformity with said Ordinance, is the date of the advancement and payment to the City by the payee herein of the amount hereof.

"It is hereby certified and recited that all acts, conditions and things required to be done precedent to the issuance of this series of notes have been properly done and performed and have happened in regular and due time, form and manner, as provided by law; and that the City hereby pledges and assigns, as security for such loans, all current City-County Tuberculosis Fund taxes and revenues for the fiscal year beginning August 1, 1962, and ending July 31, 1963, and all uncollected back taxes levied for the City-County Tuberculosis Fund for all previous years, as well as the full faith and credit of said City and the said notes and all interest thereon shall constitute a first lien upon and against all said City-County Tuberculosis Fund taxes and revenues for said fiscal year, and said notes shall be fully paid therefrom and from said current income revenues of the City and such uncollected back taxes, before any such taxes, revenues or income or back taxes may be lawfully appropriated to any purpose or object whatsoever.

"IN TESTIMONY WHEREOF, the City of San Antonio, Texas, has caused its corporate seal to be hereto affixed, and this note to be signed by the City Manager, counter-signed by the Director of Finance, and attested to by the City Clerk of said City, this _____ day of _____, 19____."

8. Said promissory notes shall be signed by the City Manager of said City and Counter-signed by the Director of Finance of said City, and said City, and said officials are hereby authorized and directed to execute said notes by such signature and counter-signature, and to deliver them to the payee thereof upon payment by said payee of the amount designated in each of said notes, said notes to be delivered to said payee in a consecutive numerical order hereinabove designated.

9. This contract shall expire July 31, 1963.

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

11. PASSED AND APPROVED this 26th day of September, 1962.

ATTEST: J.H. INSELMANN
City Clerk

W.W. McAllister
M A Y O R

AN ORDINANCE 30,773

APPROPRIATING THE SUM OF \$684.00 OUT OF INTERNATIONAL AIRPORT CONSTRUCTION FUND 803-08 PAYABLE TO GULLATT, LODAL & SUELTFENFUSS, INC. FOR CERTAIN TEST WORK IN CONNECTION WITH THE 1963 AIRPORT IMPROVEMENT PROGRAM.

* * * * *

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

1. The sum of \$684.00 is hereby appropriated out of International Airport Construction Fund 803-08, payable to Gullatt, Lodal & Sueltenfuss, Inc., Consulting Engineers, for certain test work in connection with the 1963 Airport Improvement Program as follows:

- (a) subsurface explorations at a cost not to exceed \$240.00
- (b) laboratory testing done at a cost not to exceed \$444.00.

2. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,774

AUTHORIZING EXECUTION OF A LEASE FOR FUEL STORAGE PURPOSES TO BRANIFF AIRWAYS, INC., AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

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

1. The City Manager is authorized to execute a lease of an area at San Antonio International Airport to Braniff Airways, Incorporated, being 1414.25 sq. ft. at \$0.04 per sq. ft. per year for the term October 1, 1962, through November 30, 1967. A copy of said lease is attached hereto and incorporated herein for all purposes.

2. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

STATE OF TEXAS |
 |
COUNTY OF BEXAR |

THIS AGREEMENT, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called "Lessor"), and BRANIFF AIRWAYS, INCORPORATED, an Oklahoma Corporation (hereinafter called "Lessee"), with its principal office and place of business at Dallas, Texas,

WITNESSETH:

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

From a point which is the NW corner of Hanger #1 at San Antonio International Airport, proceed with the West edge of the concrete apron to the North of Hanger #1, N 3° 10' W, a distance of 24.3' to a point; thence proceed S 86° 50' W, a distance of 23.0' to the point of beginning for the plot leased herein;

THENCE continue S 86° 50' W, a distance of 31.43' to the SW corner'

THENCE proceed N 3° 10' W, a distance of 45.0' to the NW corner;

THENCE proceed N 86° 50' E, a distance of 31.43' to the NE corner;

THENCE proceed S 3° 10' E, a distance of 45.0' to the SE corner and point of beginning and containing 1,414.25 square feet

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

2/ This lease shall commence on the 15th day of March 1962, and end on the 30th day of November, 1967.

3. For the lease plot shown on Exhibit 1 and containing 1,414.25 square feet, a ground rental of \$0.04 per square foot per year shall be paid by Lessee to Lessor.

4. The rental above provided for shall be paid monthly in a sum equal to one-twelfth (1/12) of the yearly rental due hereunder in advance on the first day of each and every month beginning with fifteenth day of March, 1962.

5. (a) Beginning January 1, 1963, and annually thereafter during the term of this lease, the rental shall be adjusted for the ensuing year according to any increase or decrease in:

(A) the average of the monthly indices published by the Bureau of Labor Statistics, U.S. Dept. of Labor, for AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING and WHOLESale PRICES - ALL COMMODITIES for the 12-month period ending with August 31st of the preceding calendar year

as compared to

(B) the average of the above-named indices for the 12-month period ending with August 31, 1961.

The computation for said adjustment shall be as follows:

$$\frac{(A)}{(B)} \times \text{Base Rentals Rate}(s) = \text{Adjusted Rental Rate}(s).$$

That is, the base rental rate shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the twelve monthly indices of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING and WHOLESale PRICES - ALL COMMODITIES for the 12-month period ending August 31, 1961, and the numerator of which shall be the similar common average for the twelve months ending August 31st of the calendar year immediately preceding the adjustment date.

(b) All index figures used must be final. The base rental rate(s) shall be understood to be the rental rate(s) set forth in this agreement (paragraph 3); the adjusted rental rate(s) shall be understood to mean such base rental rate(s) plus or minus any increase or decrease computed according to the formula set out in Paragraph (a) above.

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

(d) The average of the twelve monthly indices for the year ending August 31, 1961, of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING is 103.2, and the similar average of indices for WHOLESale PRICES - ALL COMMODITIES is 119.3; the common average of the two averages for the twelve months ending August 31, 1961, is 111.3. All calculations to determine increases shall use this common average as the denominator (B) in the formula in paragraph (a) above.

6. This lease and all rights herein granted Lessee shall become operative and effective upon the 15th day of March, 1962, and shall end on the 30th day of November, 1967; subject, however, to earlier termination as hereinafter provided.

7. Pursuant to this lease, Lessee shall have the following rights:

(a) To use, in common with others all public airport facilities in such manner as may be necessary or convenient to the conduct of Lessee's business. Lessee's right to the non-exclusive use of such facilities shall, at all times, be exercised subject to and in strict compliance with the laws of the United States and of the State of Texas, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in strict compliance with all Ordinances, rules and regulations promulgated by the City of San Antonio.

(b) To construct, erect and maintain improvements on the leased premises for the purpose of conducting Lessee's business, subject to the limitations hereinafter imposed.

(c) Lessee shall have quiet enjoyments and peaceable possession of the leased premises during the term hereof.

8. Lessee expressly covenants and agrees as follows:

(a) The use and occupancy of the leased premises by the Lessee shall be solely for the bulk storage and distribution of fuels and lubricants for Airline vehicles, and for such other purposes as are incidental thereto for the servicing of such vehicles and none other. Such use and occupancy, and any and all improvements, equipment, appurtenances and construction therefor shall comply with all codes, rules, regulations, Ordinances, and laws of all lawful authorities regulating such usage, appurtenances and construction.

(b) In the event it becomes necessary to expand the Terminal Building, or other Terminal Area appurtenances such as to require the use of the premises leased herein, Lessor shall provide comparable premises at another location mutually agreeable to Lessee and Lessor.

(c) The use and occupancy of the leased premises by the Lessee shall be completely without cost or expense to the Lessor. In this connection, Lessor shall not be obligated to furnish any services, supplies, materials, or equipment of any nature whatever during the time this lease is in effect.

(d) Lessee will maintain the leased premises, including all improvements and appurtenances thereto in a presentable condition consistent with good business practice and at least in appearance and character to other similar business improvements on said Airport. In this connection, Lessee will keep all improvements on the leased premises in good repair, will mow grass and weeds, and will not allow parts, crates, junk, or any other materials to accumulate in such a manner as to be unsightly or hazardous.

(e) Lessee will remove all waste and garbage from the leased premises and agrees to not deposit waste or garbage on any part of the Airport, except that Lessee may deposit

temporarily on the leased premises in connection with the collection and removal thereof.

(f) Lessee will erect no signs or advertising matter without the consent of the Lessor, provided will not unreasonably withhold its consent to the erection of signs which do not create a hazard to the operations of said Airport.

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

(h) Lessee will not directly or indirectly, assign, sublet, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises without the written consent of Lessor, it being understood that such consent will not be unreasonably withheld by Lessor, except that Lessee may assign this lease without such consent to any corporation with which Lessee may merge or consolidate.

(i) Lessee will pay all taxes and assessments lawfully levied against the improvements placed on the premises by Lessee and all taxes levied on personal property of Lessee located on the leased premises. Lessee expressly covenants to pay all such assessments and taxes before they become delinquent. Lessee expressly covenants to pay all such assessments and taxes before they become delinquent. Lessee shall have the right to contest any assessment or taxes levied on the personal property of Lessee located on the leased premises, and while Lessee is actively contesting such assessment or taxes, Lessee shall not be in default under this section of this agreement.

(j) Lessee agrees to fully indemnify, and save and hold harmless the Lessor from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damage or injuries to third persons or their property resulting from the use or occupancy of the said leased premises by Lessee; provided, however, that Lessee shall not be liable for any injury or damage or loss occasioned by the negligence of Lessor, its agents or employees; and provided further that Lessor shall give to Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise and defend the same to the extent of its own interest. This provision is not intended to create any cause of action in favor of any third party against Lessee or to enlarge in any way Lessee's liability but is intended solely to provide for indemnification of Lessor from liability for damage to third persons or property arising from Lessee's occupancy or use of the leased premises. Lessee agrees to carry, and keep in force, public liability insurance covering personal injury and property damage. Without limiting its liability as aforesaid Lessee agrees to carry and keep in force such insurance with limits of liability for personal injury in a sum not less than \$50,000 for one person, and \$1,000,000 for any one accident, and for property damage in a sum not less than \$200,000; and to furnish the Lessor with evidence that such insurance is in force at all times during the term of this lease and extensions thereof.

(k) Lessee acknowledges that it has examined the premises and knows the condition thereof, and accepts the premises in their present condition.

(l) All structures, fixtures, improvements, equipment and other property brought, installed, erected or placed by Lessee in, or on about the leased premises shall remain the personal property of Lessee and shall be removed by Lessee upon the expiration or other termination of this lease. In this connection, Lessee shall have sixty (60) days after the expiration or other termination of this lease within which to effect such removal, provided, however, that during such sixty (60) day period Lessee shall and does hereby covenant to pay the rental prescribed herein. Lessee further covenants to repair all damage, if any, resulting from the removal of such improvements. Should Lessee fail to remove said improvements within such sixty (60) day period, Lessor, at its election, shall have the right to do either of the following: (1) remove such improvements and Lessee hereby expressly covenants to pay the actual cost of such removal; or (2) take title to such improvements in lieu of having them removed.

(m) If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the normal expiration of this lease for any purpose other than the removal of improvements as provided in the preceding paragraph, Lessee shall become a tenant from month to month, and during such holding over shall comply with and perform all obligations imposed on Lessee by this lease.

(n) Lessee agrees to pay any and all costs arising in connection with utilities used or installed by it on the leased premises.

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

- (a) The filing by Lessee of a voluntary petition in bankruptcy.
- (b) The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.
- (c) The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act.
- (d) The appointment of a receiver of Lessee's assets.
- (e) Any assignment of Lessee's assets for the benefit of creditors.
- (f) The taking of Lessee's leasehold interest by execution or other process of law.
- (g) The divestiture of Lessee's estate herein by other operation of laws.
- (h) The default by Lessee in the performance of any covenant or agreement herein contained and the failure of Lessee to remedy such default within thirty (30) days after receipt from Lessor of written notice to remedy same.

No waiver of default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor

for any period or periods after default by Lessee of any of Lessee's obligations under shall not be deemed a waiver by Lessor of its right to cancel this lease for such default, provided, however, Lessor's right to cancel this lease must be exercised within one hundred twenty (120) days from the date Lessee tenders the rental to Lessor.

10. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States for government use, and, if any such lease is executed, the provisions of the lease to the Government, shall be suspended.

11. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States to be take any of the property under Lease or substantially destroy the commercial value of such improvements, Lessor shall lease similar premise, if available, to Lessee, and if similar premises are not available, either party may cancel this lease.

12. Notices to Lessor shall be deemed sufficient kf in writing and mailed, postage pre-paid, addressed to City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage pre-paid, addressed to Braniff Airways, Incorporated, Attention: Secretary, Exchange Park, Dallas 35, Texas, or to such other place or places as Lessee may hereafter designate in writing to Lessor.

EXECUTED THIS _____ day of _____, 19__.

LESSOR: CITY OF SAN ANTONIO

BY _____

ATTEST: _____
City Clerk

LESSEE: BRANIFF AIRWAYS, INCORPORATED

BY /s/ Dan Hughes _____

TITLE: Vice President-Operations

AN ORDINANCE 30,775

AUTHORIZING EXECUTION OF A LEASE OF A TRACT OF LAND AT SAN ANTONIO INTERNATIONAL AIRPORT TO DELTA AIR LINES FOR A THREE-YEAR TERM AT \$300.00 PER YEAR.

* * * * *

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

1. The City Manager is authorized to execute a copy of a lease of a tract of land at San Antonio International Airport to Delta Air Lines, Inc., for a three-year term beginning September 1, 1962, at a rental rate of \$300.00 per year.

A copy of such lease (Lease Area #253) is attached hereto and incorporated herein.

2. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
MAYOR

ATTEST: J.H. INSELMANN
City Clerk

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS |
 |
COUNTY OF BEXAR |

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through Mr. David Harner, its Assistant City Manager, pursuant to Ordinance No. 30,775 adopted September 26, 1962, (hereinafter called "Lessor"), and Delta Air Lines, Inc., a corporation incorporated under the laws of Louisiana (hereinafter called "Lessee" WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: None
- B. Ground: Approx. 1/3 acre on NE corner of Airport

2. BASE RENTAL

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

A. Premises	Sq. Ft.	Annual Rate Per Sq. Ft.	Annual Rental	Monthly Rental
A. Building				
B. Ground:	1/3 acre	\$400.00 per acre	\$300.00 (Minimum)	\$25.00 (Minimum)

3. TERM

The term of this lease shall be for the three-year period beginning September 1, 1962.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other: Communications Facilities for operation of certificated scheduled airline.

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$100,000.00 for one person and \$250,000.00 for one accident on personal liability, and \$50,000.00 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and it shall name Lessor as a co-insured. Such policy shall contain the following provision: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. PERFORMANCE BOND

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

7. STANDARD PROVISIONS AND COVENANTS

The Standard Provisions and Covenants set forth in Exhibit 1, attached hereto, are incorporated herein and made apart hereof, except Paragraphs 1, 2, 4B2, 6, and 9, which have been deleted therefrom.

EXECUTED this _____ day of _____, 1962.

CITY OF SAN ANTONIO, Lessor

BY: _____
Assistant City Manager

DELTA AIR LINES, INC., Lessee

BY: /s/ C.N. Woese

Executive Vice President - Operations
(Title)

Atlanta Airport, Atlanta, Georgia
(Mail Address)

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee: Delta Air Lines, Inc., A Corporation incorporated under the laws of Louisiana)

1. GROSS RECEIPTS CHARGES

A. COMPUTATION :

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

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

B. DEFINITION:

The term "applicable gross receipts" as used herein shall mean the aggregate amount of all sales made and services performed for cash, or on credit or otherwise, of every kind and

nature, regardless of when paid for, or whether paid for; together with the aggregate amount of all exchanges of goods, wares, merchandise and services for property or services, at the selling price or reasonable value thereof, whichever is greater; excluding only the gross receipts from the sale of aircraft, aircraft fuel, wholesale sales of aircraft parts, accessories, and supplies, and sales of service and goods to the military agents of the United States. The selling price of any accessory, part or supply added to or service furnished to an aircraft sold by or held for sale by the Lessee shall be considered as part of applicable gross receipts.

C. RECORDS:

The Lessee shall keep true and accurate accounts, records, books and data which, among other things, shall show all sales made and services performed for cash, on credit or otherwise (without regard to whether payment therefor has been received or not); the gross receipts of said business; the aggregate amount of all sales, services and orders and of all the operator's business done upon, within or from the Airport. Lessee shall permit Lessor or its designated representatives to inspect such records at any reasonable time(s) for purposes of verification.

D. REPORTS:

The Lessee shall, on or before the 90th day after the end of each calendar year, submit to the City a Lessee's sworn statement, certified by a Certified Public Accountant, as determined by good accounting principles, showing the applicable gross receipts from the operations of the operator on, in and from the Airport for the preceding calendar year. This statement shall show such reasonable detail and breakdowns as may be required by the City. Such statements shall be accompanied by the operator's payment of amounts due hereunder. For purpose of verifying the applicable gross receipts for which payments are due hereunder, the City retains the right to appoint a Certified Public Accountant, for purposes of reviewing the records, accounts, books and data of the operator as required to confirm the applicable gross receipts as defined hereinabove, and the Lessee agrees to co-operate with said Certified Public Accountant for such purposes.

E. TERMINATION DATE:

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

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

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

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

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

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

3. USE(S) OF PREMISES

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

tion by ordinance(s) or rules adopted by the City of San Antonio.

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

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

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

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

C. PAYMENT OF TAXES, ETC.:

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

D. SIGNS:

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

E. REGULATIONS:

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

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

G. REMOVAL OF TRASH:

Lessee will remove or cause to be removed all waste, trash and garbage, that is not provided for under the regular trash and garbage pick-ups provided by the City as a regular service, except that Lessee may temporarily deposit same on the leased premises in connection with the collection and removal thereof.

H. INDEMNITY:

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

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

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

L. HOLDING OVER:

Should Lessee remain in possession of the leased premises without Lessor's consent after the terminal of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession shall not

operate as giving Lessee any right to remain in possession nor shall it constitute a waiver by Lessor of its right to immediate possession.

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act.
- D. The appointment of a receiver of Lessee's assets.
- E. Any assignment of Lessee's assets for the benefit of creditors.
- F. The taking of Lessee's leasehold interest by execution or other process of law.
- G. The divestiture of Lessee's estate herein by other operation of law.
- H. The default by Lessee in the performance of any covenant or agreement herein contained and the failure of Lessee to remedy such default within twenty (20) days after receipt from Lessor of written notice to remedy same. No waiver of default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor for any period or periods after default by Lessee of any of Lessee obligations hereunder shall not be deemed a waiver by Lessor of its right to cancel this lease for such default.

6. FIELD USE CHARGES

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

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

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

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

10. GENERAL

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

AN ORDINANCE 30,776

AMENDING LEASE CONTRACT WITH CONDOS & RHAME FOR CERTAIN SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT WHICH WAS AUTHORIZED BY ORDINANCE #30665, AUGUST 8, 1962.

* * * * *

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

1. Lease Agreement with Condos & Rhame for certain space at San Antonio International Airport, authorized by Ordinance #30665, passed and approved August 8, 1962, is hereby amended by deleting paragraph 6 therefrom and accepting in lieu of a surety bond, a prepayment of a full year's rent in the amount of \$2,079.00.

2. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST:: J.H. INSELMANN
City Clerk

AN ORDINANCE 30777

*Amended
Ord # 32947
Dec 24, 1962*

MAKING AND MANIFESTING A CONTRACT BETWEEN THE CITY AND G.W. KIMBRELL FOR OPERATION OF THE ALLIGATOR GARDEN AT BRACKENRIDGE PARK.

* * * * *

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

1. This ordinance manifests a contract between the City of San Antonio, hereinafter called "City", and G.W. Kimbrell, hereinafter called "Concessionaire", for operation of the Alligator Garden at Brackenridge Park, upon the following terms and conditions:

a. The City, in consideration of the payments herein agreed to be made to it by concessionaire and the other covenants and undertakings on its part herein contained, grants to Concessionaire, subject to all the terms and provisions hereof, the concession rights and privileges for the one-year period ending November 30, 1963, for the operation of an Alligator Garden in Brackenridge Park, the scope of which shall be as follows:

(1) Displaying of alligators for scientific and educational purposes at a charge specified herein;

(2) Buying and selling of alligators from and to those people who are bona fide dealers in reptiles;

(3) Selling curios pertaining to alligators only.

b. Concessionaire hereby takes from the City these certain premises and buildings within the present fenced-in area at the north entrance of Brackenridge Park, which area has heretofore been used as an Alligator Garden.

c. Concessionaire acknowledges that he has examined the premises and property hereby let, and they are safe, suitable and sufficient for the purposes of this contract.

d. As consideration and payment for the concession rights herein granted, Concessionaire agrees and promises to pay to the City ONE THOUSAND AND FIVE HUNDRED DOLLARS (\$1,500.00) which payment shall be made to the Assessor and Collector of Taxes in City Hall, San Antonio, Bexar County, Texas, in installments according to the following schedule, on or before the 1st day of the month as shown:

<u>MONTH</u>	<u>AMOUNT</u>
December, 1962	\$ 75.00

January, 1963	75.00
February, 1963	75.00
March, 1963	75.00
April, 1963	75.00
May, 1963	75.00
June, 1963	225.00
July, 1963	225.00
August, 1963	225.00
September, 1963	225.00
October, 1963	75.00
November, 1963	75.00

e. The City shall have the right at any time to examine, inspect, audit and verify the books and records of the Concessionaire. Said books and records shall be maintained in accordance with generally accepted accounting principles and procedures.

f. Should Concessionaire at any time be in default in payment of any monies provided by this contract to be paid by him or should Concessionaire be in the default of any other obligation or agreement on his part and shall fail to cure and remedy such default within ten (10) days after written notice by the City to him, the City may, at its option, at the expiration of such rights hereunder shall thereupon cease. Any written notice required or provided by the terms of this agreement to be given to Concessionaire, or which the City may deem it proper to give to Concessionaire, shall be sufficient if it be by registered mail, be presumed addressed to Concessionaire at his usual mailing and shall be presumed to have been received upon the next business day following the day of its deposit in the mail. Nothing herein contained, however, shall prevent the giving of actual notice in any other lawful manner. If the Concessionaire holds over after termination of this of this contract for any reason whatsoever,, he will be charged \$150.00 per week of holdover.

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

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

(2) The limits of liability shall be \$25,000 per person and \$50,000 per accident in case of bodily injuries and a minimum limit of \$5,000 in case of property damage.

h. Concessionaire covenants and binds himself that he will pay all Federal, State and local taxes, license fees and occupation taxes incident to the exercise by him of such contract, and will indemnify and save the City harmless from demand, claim or liability therefor; and that in the exercise of such concessions rights, Concessionaire will observe and comply with all Federal and State laws and with all ordinances of the City.

i. Should it be found or determined at any time that any of the rights, privileges and concessions herein granted to the Concessionaire are in conflict with any of the restrictions, requirements, or limitations contained in the deed, dedications, or grant of the realty herein described under which the title or use of said place has been vested in the City, or dedicated to that specific location shall be cancelled automatically as to that portion of this contract granting the privileges, rights, and concession which are in conflict with any such limitations, it being the intention of the City Council and the Concessionaire to comply with, and not in any manner violate, all the stipulations in any of the grants, deed, or dedications of any areas.

j. All utilities required in this operation shall be provided by the Concessionaire at no expense to the City.

k. Concessionaire shall at his own expense maintain the premises in a safe condition and in a good state of repair. Upon termination of this contract, Concessionaire shall release the premises in as good a state of repair as receive, ordinary wear and tear excepted.

l. Any improvements, modifications or alterations of the premises undertaken by the Concessionaire will be made at his own expense, and plans therefor will be submitted to the Director of Parks and Recreation for approval prior to commencing any work.

m. Concessionaire shall not sell, assign, or sub-lease this contract without the written consent of the City.

n. Concessionaire shall be permitted to charge admission to the Alligator Garden as follows:

(1)	\$.25
(2)	\$.09

o. In the operation of this concession, the Concessionaire shall, subject to all specific provisions hereof, operate the same subject to such specifications, directions and regulations as may from time to time be put into effect by the Director of Parks and Recreation.

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

2. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,778

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF L.G. BALFOUR COMPANY TO FURNISH THE

CITY OF SAN ANTONIO PERSONNEL DEPARTMENT WITH CERTAIN EMPLOYEE SERVICE AWARD PINS FOR A TOTAL OF \$1,753.14.

* * * * *

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

1. The attached low qualified bid of L.G. Balfour Company, dated September 21, 1962, to furnish the City of San Antonio, Department of Personnel with certain employee service award pins for the total of \$1,753.14, net, is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Personnel, Account No. 13-01-01.
3. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
MAYOR

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,779

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF APPLEBAUM & COMPANY TO FURNISH THE CITY OF SAN ANTONIO POLICE RADIO SHOP WITH CERTAIN RADIO TUBES FOR A TOTAL OF \$4,744.29.

* * * * *

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

1. The attached low qualified bid of Applebaum & Company, dated September 12, 1962 to furnish the City of San Antonio Police Department, Radio Shop with certain radio tubes for a net total of \$4,744.29 is hereby accepted.
2. Payment to be made from Working Capital 6-01, Code 6-11.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
MAYOR

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,780

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF TRANSACTION CARDS FOR THE CITY OF SAN ANTONIO PUBLIC LIBRARY FROM THE ROYAL McBEE CORPORATION FOR A NET TOTAL OF \$1,339.00.

* * * * *

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

1. THAT the Director of Finance be authorized to purchase certain transaction cards from the Royal McBee Corporation for use by the City of San Antonio Public Library for a net total of \$1,339.00.
2. This is the sole source of supply of this particular item.
3. Payment to be made from General Fund 1-01, Public Library - Research and Circulation, Account No. 15-02-01, Code 1-01.
4. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
MAYOR

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,781

ACCEPTING THE LOW QUALIFIED BID OF R.E. LANHAM TO FURNISH ALL LABOR AND EQUIPMENT, ACCORDING TO SPECIFICATIONS ATTACHED HERETO FOR CERTAIN PARK IMPROVEMENT AND CONSTRUCTION WORK FOR A TOTAL NOT TO EXCEED \$1,600.00.

* * * * *

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

1. The attached low qualified bid of R.E. Lanham, dated September 11, 1962 to furnish the City with all labor and equipment necessary for certain grading and construction according to attached specifications for Olmos Basin Golf Course for the Department of Parks and Recreation for a total not to exceed \$1,600.00 is hereby accepted, based on the following:

A. Motor Scraper, Cat. DW-15	\$13.00 per hour
B. Motor Scraper Cat. DW-15	13.00 per hour
C. Tractor, D-7 "Push Cat"	10.00 per hour

- D. Tractor, angle dozer D-7 10.00 per hour
- 2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-03-18, Code 5-12.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,782

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF METAL GOODS CORPORATION TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT FO TRAFFIC AND TRANSPORTATION WITH CERTAIN ALUMINUM SIGN BLANKS FOR A NET TOTAL OF \$2,436.00.

* * * * *

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

- 1. The attached low qualified bid of Metal Goods Corporation, dated September 14, 1962 to furnish the City of San Antonio Department of Traffic and Transportation with certain aluminum sign blanks for a net total of \$2,436.00 is hereby attached.
- 2. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-01, Code 3-30.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,783

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF CLARKE PRINTING COMPANY FOR THE PRINTING OF SIX ISSUES OF INTER-COM FOR THE DEPARTMENT OF PERSONNEL IN THE AMOUNT OF \$2,310.00 NET.

* * * * *

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

- 1. The attached low qualified bid of Clarke Printing Company, dated September 14, 1962, for the printing of 6 issues of Inter-Com for the City of San Antonio, Department of Personnel for a net total of \$2,310.00 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Personnel, Account No. 13-01-01.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 26th day of September, 1962

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,784

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GOLDTHWAITE'S OF TEXAS INC., TO FURNISH THE CITY OF SAN ANTONIO PARKS MAINTENANCE WITH CERTAIN FERTILIZER FOR A TOTAL OF \$1,800.00.

* * * * *

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

- 1. The attached low qualified bid of Goldthwaite's of Texas, Inc. dated September 19, 1962, to furnish the City of San Antonio, Department of Parks and Recreation (Park Maintenance) with 25 tons of Milorganite for a net total of \$1,800.00 is hereby accepted.
- 2. Payment to be made from General Fund 1-01 as follows: Account No. 11-03-03 - \$1,080.00 Account No. 11-03-09 - \$720.00.
- 3. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

5268 - 5268A
5294
5295
5300
5384-85

121 Mildred
813 Guadalupe
811 Guadalupe
810 Guadalupe
303 Blunt

6. PASSED AND APPROVED thid 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,788

AUTHORIZING THE PAYMENT OF THE SUM OF \$1700.00 OUT OF SEWER RENTAL PLEDGE FUND NO. 204 TO REIMBURSE CERTAIN INDIVIDUALS FOR SEWER CONNECTION FEES PAID BY THEM TO SAN ANTONIO WATER SUPPLY WATER CORPORATION.

* * * * *

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

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

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

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

1. The sum of \$1700.00 is hereby authoirzed to be paid out of Sewer Rental Pledge Fund No. 204 to reimburse the following named parties for the fees paid by them to San Antonio Water Supply Corporation, for sanitary sewer connections:

a. \$300.00 payable to Humphrey Price Company, 503 Busby, San Antonio, Texas, for connections at 3206 Albin, 3210 Albin and 3222 Oakleaf, Sewer Permits L-8294 and L-8295;

b. \$1,400.00 payable to A.A. Shepherd Roofing and Supply Company, 4203 McCullough, San Antonio, Texas, for connections at 4111 and 4103 Moana; 4106, 4114, 4118, 4122, 4423, 4402, and 4427 Bikini; 6911 and 6915 Palm Bay; 218, 230 and 210 Goodhue, Sewer Permits L-8044, L-8045, L-8046, L-6699, L-7122 and L-5227.

2. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,789

APPOINTING MEMBERS OF THE BOARD OF EQUALIZATION FOR THE TAX YEAR 1962.

* * * * *

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

1. W.C. Cunningham, Les Edgar and Lester Klein, are hereby appointed members of the Board of Equalization for the Tax Year 1962.

2. W. C. Cunningham is hereby appointed chairman of said Board.

4. The Board of Equalization shall be paid \$50.00 per day for each day devoted to their duties as Board members, provided that no member shall be paid for more than 36 working days.

3. The Board of Equalization shall meet on October 3rd 1962, and shall complete its work by December 31, 1962, unless said term is extended by ordinance.

5. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

A RESOLUTION

MANIFESTING THE OPPOSITION OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO TO THE PROPOSED TRIAL DE NOVO AMENDMENT TO THE STATE CONSTITUTION, KNOWN AS AMENDMENT #14.

* * * * *

WHEREAS, the last session of the Stae Legislature passed House Joint Redolution #32, by the terms of which a proposition to amend the State Constitution will be submitted to the voters at the November general election; and,

WHEREAS, the proposed amendment, if adopted, will seriously impair the separation of

powers section of the Constitution, which section of the Constitution is the basis of the system of checks and balances within the State Government; and,

WHEREAS, the passage of such amendment would serve as a basis for the State Legislature's seriously impairing the traditional functions of the executive and judicial departments, respectively, of the State Government; and,

WHEREAS, the overall effect of the passage of such amendment would have the net result of undermining and degrading the functions of the executive and judicial departments and would thus seriously impair the traditional democratic processes for which our form of government has stood for almost 200 years; and,

WHEREAS, almost all City and County Governments, as well as numerous members of the Judiciary and of the State Bar Association, have evinced their complete opposition to the proposed amendment; NOW, THEREFORE:

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

1. The governing body of the City of San Antonio hereby declares its position as being inalterably opposed to the proposed trial de novo amendment to the State Constitution and hereby officially pronounces such position through the medium of this resolution.

2. PASSED AND APPROVED this 26th day of September, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,791

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. 1759)

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

Lot 13, NCB 6314

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 3rd day of October, 1962.

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

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,792

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