

fence 9 feet in height at 247 East Summit Avenue.

2. Permission is hereby granted to Mr. W.R. Hizar to construct a solid stone fence 8 feet in height at the rear of 226 Meadowood Lane.

3. PASSED AND APPROVED this 25th day of July, 1962.

Walter C. Gunstream

M A Y O R P R O - T E M

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,633

AMENDING ORDINANCE #30,567 WHICH CHANGED THE RATE SCHEDULES FOR ELECTRIC AND GAS SERVICE PROVIDED BY THE CITY PUBLIC SERVICE BOARD TO CHANGE THE MINIMUM FOR GENERAL SERVICE GAS RATES FROM 75¢ TO 50¢ AND TO DELETE FUEL ADJUSTMENT CLAUSES.

WHEREAS, in the exercise of its governmental regulatory authority, the City Council changed certain rate schedules for electric and gas service provided by the City Public Service Board; and,

WHEREAS, said ordinance contained a typographical error in establishing a minimum of 75¢ for General Service Gas Rates rather than a 50¢ minimum which was the intent of the City Council; and,

WHEREAS, certain fuel adjustment clauses were included pertaining to "Electric Rates - General" and "Gas Rates - General"; NOW, THEREFORE:

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

1. Paragraph 1 of Ordinance #30,567, passed and approved July 18, 1962, which established rate schedules for electric and gas service provided by the City Public Service Board is hereby amended to establish a minimum of 50¢ for the General Service Gas Rate Including 400 cubic feet.

2. The following clauses are hereby deleted from the rate schedules in Paragraph 1 of Ordinance #30,567:

"Electric Rates - General

All electric rate schedules will contain the following clause: 'Plus or minus 0.014¢ per kwh for each 1.0¢ per million Btu by which the cost of fuel at generating stations owned and operated by the Board is greater or less than 21.75¢ per million Btu, as shown by Account Number 1703 "Fuel" in the books of the Board's Electric Department for the second calendar month preceding the current meter reading date.'

"Gas Rates - General

All gas rate schedules will contain the following clause: 'Plus or minus any change in the cost of gas purchased for delivery under this rate scheduled above or below the cost based on the contract price as of April 1, 1962.'

3. All other provisions of Ordinance #30,567 are to remain in full force and effect.

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

5. PASSED AND APPROVED this 25th day of July, 1962.

Walter C. Gunstream

M A Y O R P R O - T E M

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,634

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 RE-

GULATIONS 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. 1681)

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

Lots 20, 38, 39 and 40, N C B 1195

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 1st day of August, 1962.

Walter McAllister

MAYOR PRO-TEM

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,635

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. 1688)

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

Lot 54m NCB 11971 except that portion reserved for acquisition by the the Texas Highway Department.

2. That all other provisoons of said ordinance, as amended, shall remain in full force and effect, including the penalty forvviolations 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 with and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 1st day of August, 1962.

Walter McAllister

MAYOR PRO-TEM

ATTEST:: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,636

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. 1704)

The rezoning and reclassification of property from "D" Apartment District to "E" Office District as follows:

Lot 17, Blk. 34, NCB 375

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 1st day of August, 1962.

W.W. McAllister

M A Y O R P R O - T E M

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,637

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. 1708)

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

Lot 13, NCB 9645

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 1st day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,638

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. 1710)

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

Lots 1-4, Blk 2, NCB 13361; Lots 14 & 15, Blk. 2, NCB 13361; and Lots 2,3 &4, Blk. 2, NCB 13362 from "A" Residence to "B" Residence District.

Lot 16, Blk 2, NCB 13361; and Lot 1, Blk 3, NCB 13362, from "A" Residence to "F" Local Retail District.

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the 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 1st day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

ORDINANCE NO. 30,638-A

AN ORDINANCE 30,639

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. 1703)

The rezoning and reclassification of property from "A" Residence District to "B" Residence District, as follows:

Lots 26 & 27, N C B 9653

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 1st day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,640

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. 1603)

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

Lots 15 and 16, Blk 6, NCB 11848

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 1st day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,641

SETTING AND ADOPTING THE PAY PLAN FOR THE CITY OF SAN ANTONIO FOR THE FISCAL YEAR 1962-63.

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

1. The Pay Plan for the City of San Antonio is hereby set and adopted in accordance with Exhibit No. 1 attached hereto and made a part hereof.

2. All ordinances in conflict hereith are hereby repealed.

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

4. PASSED AND APPROVED this 1st day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,642

SETTING THE SALARY AND ALLOWANCES OF THE CITY MANAGER OF THE CITY OF THE CITY OF SAN ANTONIO FOR THE FISCAL YEAR 1962-63.

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

1. The salary of the City Manager of the City of San Antonio is hereby set at \$22,600.00 per year, with an expense account of \$2,400.00 per year.

2. All ordinances in conflict herewith are hereby repealed.

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

4. PASSED AND APPROVED this 1st day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,643

AUTHORIZING THE ALLOCATION OF CERTAIN SUMS INTO VARIOUS FUNDS TO COVER BLANKET SALARY ADJUSTMENTS AND RETIREMENT REQUIREMENTS.

WHEREAS, the Budget of the City of San Antonio for Fiscal Year 1962-63 appropriated the

following sums into the following accounts; General Fund, \$700,000; International Airport Revenue Fund, \$5,400; International Airport Administration Fund, \$2,400; Stinson Airport Fund \$1,680, as a reserve for blanket pay increase and retirement requirements for City employees; and,

WHEREAS, the appropriated sums must be drawn from said accounts and placed in the proper departmental accounts in order to facilitate the realization of such pay increase and retirement benefits; NOW, THEREFORE:

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

1. The sums set forth in the funds named above are hereby ordered to be transferred from the said funds in accordance with the schedule attached hereto, marked Exhibit "1" and expressly made a part hereof.

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

3. PASSED AND APPROVED this 1st day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,644

ESTABLISHING THE BASE PAY FOR PROBATIONARY POLICEMEN AND CERTAIN MEMBERS OF THE POLICE DEPARTMENT AND FOR PROBATIONARY FIREMEN AND CERTAIN MEMBERS OF THE FIRE DEPARTMENT.

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

1. The base pay for the following classifications in the Police Department shall be as herein indicated:

<u>CLASSIFICATION</u>	<u>BASE PAY</u>
Patrolman & Policewomen (Probationary)	\$370.00
Patrolman & Policewomen (Upon completion of Probationary Period)	380.00
Detective-Investigator	420.00
Sergeant	455.00
Lieutenant	505.00
Captain	565.00
Inspector	650.00

2. Provided that after 18 months of service with the Department, Patorlmen and Police-women will be advanced to \$410.00 per month.

3. The base pay for the following classifications in the Fire Department shall be as herein indicated:

<u>CLASSIFICATION</u>	<u>BASE PAY</u>
Fireman (Probationary)	\$330.00
Fireman (Upon completion of probationary period)	360.00
Engineer	405.00
Lieutenant	440.00
Captain	460.00
Fire Prevention Inspector III	480.00
Fire Alarm Operator III	480.00
District chief	520.00
2nd Assistant Chief	555.00
1st Assistant Chief	580.00
Fire Marshall	580.00

4. Firemen, upon completion of 18 months service shall advance to \$390.00 per month.

5. Except as otherwise indicated above, this ordinance shall be effective from and

after August 1, 1962.

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

7. PASSED AND APPROVED this 1st day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,645

AMENDING ORDINANCE NO. 29738 (AS AMENDED BY ORDINANCE NO. 29747) SO AS TO CHANGE THE ANNUAL CLOTHEING ALLOWANCE FOR MEMBERS OF THE FIRE AND POLICE DEPARTMENTS OF THE CITY OF SAN ANTONIO FROM \$200.00 TO \$100.00, EFFECTIVE AUGUST 1, 1962.

* * * * *

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

1. Ordinance No. 29738 (as amended by Ordinance No. 29747), establishing the annual clothing allowance for members of the Police and Fire Departments from the grade of Probationary Patrolman, and higher and from the grade of Probationary Fireman or higher, at \$200.00 annually is hereby amended to provide that such clothing allowance shall be \$100.00 annually, effective August 1, 1962.

2. An emergency exists for the immediate preservation of the public peace, property, health, welfare, and safety, requiring that this ordinance become effective immediately therefore, upon passage, this ordinance by an affirmative vote of six (6) members of the City Council, shall be effective from and after the date of its passage as provided by the City of San Antonio.

3. PASSED AND APPROVED this 1st day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,646

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GRIMM'S GARDEN CENTER TO FURNISH THE CITY OF SAN ANTONIO INTERNATIONAL AIRPORT WITH CERTAIN PLANT MATERIALS AND APPROPRIATING \$3,123.00 FROM INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND #803-04 FOR PAYMENT OF SAME.

* * * * *

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

1. The attached low qualified bid of Grimm's Garden Cnter dated July 31, 1962 to furnish the City of San Antonio International Airport with certain plant materials in the amount of \$3,123.00 is hereby accepted.

2. The sum of \$3,123.00 is hereby appropriated from International Airport Bond and Construction Fund #803-04 (Code 5-12) for payment of same to Grimm's Garden Center.

3. All other bids received are hereby rejected.

PASSED AND APPROVED this 1st day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,647

APPROPRIATING THE SUM OF \$847.00 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND NO. 803-04, PAYABLE TO OLMOS LANDSCAPE COMPANY FOR FIVE (5) PALM TREES AT THE INTERNATIONAL AIRPORT.

* * * * *

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

1. The sum of \$847.00 is hereby appropriated out of International Airport Bond and

Construction Fund No. 803-04, payable to Olmos Landscape Company for the replacement of three (3) Phoenix Palm Trees and for two (2) Sabal Palms, all such trees to be planted by Olmos Landscape Company at the International Airport.

2. PASSED AND APPROVED this 1st day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,648

AUTHORIZING THE DIRECTOR OF FINANCE TOMAKE REFUNDS OF \$286.40 TO BEL-AIRE HOUSING CORP; \$201.00 TO U.L. McCOY & MRS. GEO. E. FRIEND; \$276.09 TO CHARLES W. REILEY; AND \$262.60 TO E.A. WIEGAND, DUE TO DOUBLE PAYMENTS 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 refunds out of Account 303 to the following named individuals, as indicated:

- Amount: \$286.40
Payable to: Bel-Aire Housing Corporation
332 Milam Building
City
Reason: Refund of double payment on Lot 68, Block 4, New City Block 12631, Account No. 171-2027-44, Payment made on June 28, 1962, and again on July 23, 1962.
- Amount: \$201.00
Payable to: U.L. McCoy & Mrs. Geo. E. Friend
315 North Drive
City
Reason: Refund of double payment on Lot 4, and the East 12 half ft. of 5, New City Block 7026, Block 5, Account No. 78-435. Payment made on July 15, 1962, and again on July 23, 1962.
- Amount: \$276.09
Payable to: Charles W. Reiley
c/o Prudential Insurance C.
500 tower Life Building
City
Reason: Refund of double payment on Lot 1, Block 8, New City Block 13234, Account No. 623-1701. Payment made on April 12, 1962, and again on July 23, 1962.
- Amount: \$262.60
Payable to: E.A. Wiegand
2860 Nacogdoches Road
City
Reason: Refund of double payment on Lot South Irr. 108.4' of 8 & West Irr. 108.4' of West 2.38' of 9, New City Block 812, Block 5, Account No. 15-132. Payment made on April 24, 1962, and again on July 23, 1962.

PASSED AND APPROVED this 1st day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30, 649

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF EAGLE SIGNAL COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN TRAFFIC CONTROL SIGNAL EQUIPMENT FOR A NET TOTAL OF \$2,376.00.

* * * * *

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

- 1. The attached low qualified bid of Eagle Signal Company a division of Gamewell Company, dated July 31, 1962, to furnish the City of San Antonio Department of Traffic and Transportation with certain items of traffic control signal equipment for a total of \$2,376.00, net is hereby accepted.
- 2. Payment to be made from General Fund 1-01m Department of Traffic and Transportation, Account No. 23-02-03, Code 3-30.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,650

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF COMET NEON ADVERTISING COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH CERTAIN BLACK METAL SIGN BLANKS FOR A TOTAL OF \$2,045.00.

* * * * *

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

- 1. The attached low qualified bid of Comet Neon Advertising Company, dated 13 July 1962 to furnish the City of San Antonio Department of Traffic and Transportation with certain Black Metal Sign Blanks for a total of \$2,045.00, less 1/2 of 1%-10 days is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Traffic and Transportation Account No. 23-02-01.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,651

APPROPRIATING \$178.16 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND NO. 803-04 PAYABLE TO PLASTIC SUPPLY OF SAN ANTONIO FOR ADDITIONAL DIRECTIONAL SIGNS FOR INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, Ordinance No. 30566, dated July 11, 1962 authorized the acceptance of low qualified bid of Plastic Supply Company of San Antonio for certain directional signs for the International Airport and appropriated an amount of \$725.80 to pay for signs; and,

WHEREAS, the total cost of additional directional signs was \$178.16, thereby exceeding the amount appropriated; NOW, THEREFORE:

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

- 1. The sum of \$178.16 is hereby appropriated out of International Airport Bond and Consturction Fund No. 803-04 payable to Plastic Supply of San Antonio for additional directional signs.
- 2. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister
M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,652

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF SCHOOL SAFETY PATROL EQUIPMENT FROM THE ALAMO MOTOR CLUB FOR USE BY THE SAN ANTONIO POLICE SCHOOL SAFETY BUREAU FOR A TOTAL OF \$1,635.00.

* * * * *

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 school safety patrol equipment from the Alamo Motor Club for use by the City of San Antonio Police Department Safety Bureau for a total of \$1,635.00.
- 2. This is the sole source of supply of this particular items.
- 3. Payment to be made from Fund 1-01, Code 3-08, Police Department, Account No. 07-03-09.
- 4. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,653

AUTHORIZING THE FIRECTOR OF FINANCE TO MAKE A REFUND OF \$960.45 TO E. SCHROEDER AND G.B. PREISSMAN, DUE TO A DOUBLE PAYMENT OF TAXES.

* * * * *

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

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

- Amount: \$960.45
- Payable to: E. Schroeder & G.B. Presssman c/o The Grand Lodge of the Order of the Sons of Hermann of the State of Texas
- Reason: Refund of doublepayment on Lots 6,7,8, and 9, Block 000 New City Block 2585 Account No. 30-2509. Payment made on May 7, 1962, and again on July 27, 1962.

PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,654

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$571.84 TO ST. ANDREW'S METHODIST CHURCH DUE TO PAYMENT OF TAXES IN ERROR.

* * * * *

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

1. That the Director of Finance is hereby authorizes to make the following refund out of Account 50-03-01 to the following named organization, as indicated:

- Amount: \$571.84
- Payable to: St. Andrew's Methodist Church, c/o Lloyed A. Denton 722 Robinhood, City
- Reason: Lot 11, Block 2, New City Block 12827 - This property is owned by St. Andrew's Methodist Church, and has been occupied as a parsonage by Reverend Darrell D. Gray. Through error, 1960 and 1961 taxes were paid during which time said property qualified for exemption. Ordinance No. 30393 waspassed on June 13, 1962, granting tax exemption.

PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

AN ORDINANCE 30,655

AUTHORIZING THE ASSIGNMENT OF THE NAME "ANNA MARIA" TO THE STREET LOCATED IN NEW CITY BLOCK 7898 EXTENDING NORTH FROM THE 200 BLOCK OF BRIGHTON TO THE INTERSECTION OF A 20-FOOT ALLEY.

* * * * *

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

1. The assignment of the name "Anna Maria" to the street located in New City Block 7898, extending North from the 200 Block of Brighton to the intersection of a 20-foot alley is hereby authorized.

2. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

MAYOR

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,656

AUTHORIZING THE ACCEPTANCE OF A DEDICATION DEED FROM W.T. THRIFT FOR APPROXIMATELY 65 FEET OF FRONTAGE ON HIS TRACT ON BLANCO ROAD FOR THE FUTURE FARM TO MARKET ROAD RIGHT-OF-WAY.

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

1. Dedication of approximately 65 feet of frontage of Lot 18, Block 7, NCB 13357, on Blanco Road, for the future Farm to Market Road right-of-way by W.T. Thrift is hereby accepted. A copy of the said dedication instrument is filed herewith and incorporated herein by reference.

2. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

MAYOR

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,657

APPROPRIATING THE SUM OF \$63,865.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U.S. 90 WEST PROJECT, STORM DRAINAGE #43 PROJECT, STORM DRAINAGE #58 PROJECT, SUNSHINE DRIVE PAVING PROJECT, SOUTHCROSS PAVING PROJECT, AND ACCEPTING NINE LICENSE AGREEMENTS AND TWO DEDICATIONS FOR STORM DRAINAGE #43 PROJECT, SUNSHINE DRIVE PAVING PROJECT AND JOSEPHINE AREA SANITARY SEWER PROJECT S-7.

* * * * *

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

1. The sum of \$50,930.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

a. \$1,510.00 payable to Stewart Title Company as escrow agent for Carl W. Cox and Genevive Ann Cox for title to West 25 feet of Lot 100, Block 34, NCB 3693, being Parcel 3-4303.

b. \$7,645.00 payable to Stewart Title Company as escrow agent for Addie D. Barron, Independent Executrix, Estate of Samuel U. Barron, for title to 0.3627 of an acre of land, more or less, in NCB 3693, being Parcels 9-4309 and 10-4310.

c. \$1,510.00 payable to Stewart Title Company as escrow agent for Jask Charles and Aaron Charles for title to the East 59.60 feet of Lot 2 in the Westone-half of Block 35, NCB 3694, being Parcel 14B-1414B.

d. \$5,825.00 payable to Stewart Title Company as escrow agent for Felix T. Rocha, Aurora Rocha for title to West 1/2 of Lot 4 in the West 1/2 of Block 35, NCB 3694, being Parcel 17-4317.

e. \$4,125.00 payable to Stewart Title Company as escrow agent for Felix T. Rocha, Aurora Rocha, Ycidrol L. Rangel and Felicitas R. Rangel, for title to East 1/2 of Lot 4, in the West 1/2 of Block 35, NCB 3694, being Parcel 18-4318.

f. \$6,885.00 payable to Stewart Title Company as escrow agent for Dionicio Q. Valez for title to 0.9674 of an acre of land, more or less, in Lot 16, NCB 3694, and 0.0918 of an acre of land, more or less, in Lot 39, NCB 3694, being Parcels 37-4337 and 47-4347.

g. \$ 95.00 payable to Stewart Title Company as escrow agent for Helen R. Garcia and Alfonso Garcia for title to 0.0306 of an acre of land, more or less, in NCB 3694, being Parcel 46-4346.

H. \$6,600.00 payable to Stewart Title Company as escrow agent for Manuel H. Mata and Irmgard M. Mata for title to Lots 51 and 52, Block 35, NCB 3694, being Parcels 62-4362 and 63-4363.

i. \$2,400.00 payable to Stewart Title Company as escrow agent for Sister Bernadette Marie, Guardian of Marguerite M. Higgins, for title to Lots 3 and 4, Block 5, NCB 11,323 and Lot 23, Block 4, NCB 11,322, being Parcels 494-4794 and 537-4837.

j. \$6,575.00 payable to Stewart Title Company as escrow agent for Guillermo H. Gonzales and Agnes Gonzales for title to Lot 1, Block 4, NCB 11322, being Parcel 516-4816.

k. \$7,760.00 payable to Stewart Title Company as escrow agent for Catarino C. Amaro and Gregoria C. Amaro for title to North 67.50 feet of Lot "E", NCB 11,318, being Parcel 679-4979.

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 \$5,310.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for acquisition of right of way for Storm Drainage #43 as follows:

a. \$525.00 payable to Guardian Abstract & Title Company as escrow agent for Joaquin A. Dominguez and wife, Maria E. Dominguez, for title to a tract of land out of Tract E-3, NCB A-22, being Parcel 5181."

b. \$285.00 payable to Guardian Abstract & Title Company as escrow agent for Robert V. Flores, and wife, Olivia Flores, for easement over a Tract of Land out of Tract E-3, NCB A-22, being Parcels 5184 and 5185.

c. \$4,500.00 payable to Guardian Abstract and Title Company as escrow agent for Eva L. Gomez and husband, Arnuffo R. Gomez, for easement across a Tract of Land out of Lot 75, Block 17, NCB 3460, being Parcel 5191.

d. License Agreement for the temporary use of the West 29 feet of South 15 feet of Lot 9 and the East 6 feet of South 15.0 feet of Lot 8, NCB 7345, granted by Victoria Casillas is hereby accepted. Parcel E-478. A copy of said license agreement is filed herewith and incorporated herein by reference.

e. License Agreement for the temporary use of the North 6.0 feet of said Lot 4, Block 2, NCB 6564, granted by Saturnino Casillas, Jr., is hereby accepted. Parcel E-503. A copy of said license agreement is filed herewith and incorporated herein by reference.

f. License Agreement for the temporary use of the North 62.0 feet of Lot 5, Block 2, NCB 6564 granted by Antonio Rios and Janie Rios is hereby accepted. Parcel E-504. A copy of said License agreement is filed herewith and incorporated herein by reference.

g. License Agreement for the temporary use of the North 62.0 feet of Lot 6, Block 2, NCB 6564, granted by Manuel R. Flores and Maria B. Flores is hereby accepted. Parcel E-505. A copy of said license agreement is filed herewith and incorporated herein by reference.

✓ h. License Agreement for the temporary use of All of Lot 8, Block 2, NCB 6464, granted by Dennis W. Arreguin, Jr., is hereby accepted. Parcel E-507. A copy of said license agreement is filed herewith and incorporated herein by reference.

i. License Agreement for the temporary use of the North 52.0 feet of Lot 10, Block 2, NCB 6564, granted by Julio Munoz, is hereby accepted. Parcel E-509. A copy of said license agreement is filed herewith and incorporated herein by reference.

j. License Agreement for the temporary use of All of Lot 11, Block 2, NCB 6564 and the North 55.0 feet of Lot 12, Block 2, NCB 6564 granted by Magdalena Ramirez is hereby accepted. Parcels E-510 and E-511.

k. License Agreement for the temporary use of the North 40.0 feet of Lot 13, Block 2, NCB 6564, granted by Clemente Saldana, is hereby accepted. Parcel E-512. A copy of said license agreement is filed herewith and incorporated herein by reference.

l. License Agreement for the temporary use of the North 40.0 feet of Lot 14, Block 2, NCB 6564, granted by Marcelino Aguirre and Consuelo Aguirre is hereby accepted. Parcel No. E-513. 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 \$4,150.00 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. \$3,750.00 payable to Guaranty Abstract & Title Company as escrow agent for Modesto Garcia and wife, Dominga Garcia and Rumaldo Garcia, for Title to All of Lot 1 to 10, inclusive, Block 6, NCB 8263, being Parcels 5336 thru 5345.

b. \$400.00 payable to Guaranty Abstract & Title Company as escrow agent for Marcos Pentoja and Carolina Pentoja for title to Lot 3, Block 4, NCB 8261, being Parcel 5438."

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

4. The sum of \$3,425.00 is hereby appropriated out of Street Improvement Bonds, 1957, #479-10, for acquisition of right of way for Sunshine Drive Paving Project as follows:

a. \$1,050.00 payable to Commercial Abstract and Title Company as escrow agent for Sarah M. Maurer and C.L. Maurer for title to A Tract of land out of Lot 63-A, NCB 8397, Block "G", being Parcel 5562.

b. \$750.00 payable to Commercial Abstract and Title Company as escrow agent for Betty Maurer Weathers, a feme sole, for title to A Tract of land out of Lot 63, NCB 8397, Block "G", Being Parcel 5563.

c. \$1,625.00 payable to Cmmercial Abstract and Title Company as escrow agent for Sun Ridge Club, for title to A Tract of Land out of Lot E, NCB 8398, Block "G", being Parcel 5565.

d. Dedication of a Tract of Land out of Lot 57, NCB 8398, Block "G" granted by San Antonio Independent School District is hereby accepted. Parcel 5564. A copy of said Dedication is filed herewith and incorporated herein by reference.

5. The sum of \$50.00 is hereby appropriated out of Street Improvement Bonds, 1957, #479-10, payable to Thomas H. Lopez and Bsatrice S. Lopez, for temporary use of Lot 1, NCB 8554. Parcel 5517. A copy of License Agreement is filed herewith and incorporated herein by reference.

6. Easement Dedication to the South 10 feet of Lot 24, Block 26, NCB 783, granted by St. Mary's - Arden Realty Corporateion, is hereby accepted. Parcel E-356. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

7. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,638-A

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND FDISTRICTS 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 the 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. 1671)

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

Lot 11, NCB 11695

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

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

4. PASSED AND APPROVED this 8th day of August, 1962,

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,661

PROVISING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND FOR THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE PRESENT WEST CITY LIMITS OF SAN ANTONIO CONSISITONG OF APPROXIMATELY 5.820 ACRES OF LAND.

* * * * *

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

1. The boundary and limits of the City of San Antonio are hereby changed and extended so as to include the following describe territory which lies adkacent to the present West City Limits of the City of San Antonio, Bexar County, Texas, to-wit: All of that area extending beyond the present West City Limits line described by field notes in Exhibit "A" attached h hereto and made a part hereof, consisting of approximately 5.820 acres of land.

2. The property described in Exhibit "A" hereof is hereby annexed to the City of San Antonio and shall be included in the territory over which the City of San Antonio has juris-

isdiction.

3. This additional territory so annexed shall be a part of the City of San Antonio and the inhabitants thereof shall be entitled to all rights and privileges of all other citizens of the City of San Antonio, and shall be bound by the acts, ordinances and regulations of the City.

4. The City Engineer and Tax Assessor shall change their records to conform to the new bounds and limits of the City of San Antonio, as changed and fixed by ordinance.

5. After the introduction of this ordinance, and after it has been amended as desired by the City Council of San Antonio for final passage, it shall be published in the "Commercial Recorder" in the City of San Antonio, one time; and shall not be passed finally until the expiration date of at least thirty (30) days after such publication.

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

W.W. McAllister

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

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,658

AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY, THE STATE OF TEXAS AND CITY PUBLIC SERVICE BOARD PROVIDING FOR THE ADJUSTMENT OF A TRANSMISSION LINE ON LOOP 410, BETWEEN NACOGDOCHES ROAD AND PERRIN-BEITEL ROAD, AND APPROPRIATING THE SUM OF \$936.20 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 utility lines on this Loop 410 Project; and,

WHEREAS, it is necessary that City Public Service Board adjust a transmission line on this Project between Nacogdoches Road and Perrin-Beitel Road, at a cost of \$936.29; 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 transmission line on Loop 410 Project between Nacogdoches Road and Perrin-Beitel Road. A copy of said agreement (on State form D-15-43) is attached hereto and incorporated herein.

2. The sum of \$936.29 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 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,659

AUTHORIZING EXECUTION OF AN AGREEMENT FOR ACQUISITION OF A PORTION OF LOTS A-6, A-7, A-8, NCB 272, FROM TEXAS BOLT AND SCREW COMPANY, FOR GUADALUPE STREET GRADE SEPARATION PROJECT; AND APPROPRIATING THE SUM OF \$20,000 OUT OF GUADALUPE STREET GRADE SEPARATION BONDS, 1961, FUND 479-17, IN PAYMENT THEREFOR.

* * * * *

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

1. The City Manager is authorized to execute an agreement for the purchase of a portion of Lots A-6, A-7, and A-8, NCB 272, from Texas Bolt and Screw Company, for the Guadalupe Street Separation Project. A copy of said agreement is attached hereto and incorporated herein.

2. The sum of \$20,000 is appropriated out of Guadalupe Street Grade Separation Bonds, 1961, Fund 479-17, payable to Alamo Title Company as escrow agent, in payment therefor.

3. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,660

*Amended
Ord 316-62
1-14-63*

PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND FOR THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE PRESENT WEST CITY LIMITS OF SAN ANTONIO; AND REPEALING ORDINANCE NO. 28160 WHICH WAS PASSED AND APPROVED FOR PUBLICATION ON DECEMBER 10, 1959.

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

1. The boundary and limits of the City of San Antonio are hereby changed and extended so as to include the following described territory which lies adjacent to the present West City Limits of the City of San Antonio, Bexar County, Texas, to-wit: All of that area extending beyond the present West City Limits line described by field notes in Exhibit "A" attached hereto and made a part hereof.

2. The property described in Exhibit "A" hereof is hereby annexed to the City of San Antonio and shall be included in the territory over which the City of San Antonio has jurisdiction.

3. This additional territory so annexed shall be a part of the City of San Antonio and the inhabitants thereof shall be entitled to all rights and privileges of all other citizens of the City of San Antonio, and shall be bound by the acts, ordinances and regulations of the City.

4. The City Engineer and Tax Assessor shall change their records to conform to the new bounds and limits of the City of San Antonio, as changed and fixed by ordinance.

5. After the introduction of this ordinance, and after it has been amended as desired by the City Council of San Antonio, for final passage, it shall be published in the "Commercial Recorder" in the City of San Antonio, one time; and shall not be passed finally until the expiration of at least thirty (30) days after such publication.

6. Ordinance No. 28160, which was passed and approved for publication on December 10, 1959, is hereby repealed.

7. PASSED AND APPROVED for publication this 8th day of August, 1962.

W.W. McAllister

MAYOR

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,662

APPROPRIATING THE SUM OF \$19,000.00 OUT OF THE PARKS IMPROVEMENT BOND FUND #479-18 PAYABLE TO CITY PUBLIC SERVICE BOARD FOR THE INSTALLATION OF LIGHTS AT TWO SOFTBALL FIELDS AND THE GENERAL WEST SIDE PARK AREA.

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

1. The following sums are hereby appropriated out of Parks Improvement Bond Fund #479-18 payable to City Public Service Board for installation of lighting at City's West Side Park:

\$14,000.00-----for lighting of two softball fields at West Side Park

\$ 5,000.00-----for lighting of general area at West Side Park

2. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

MAYOR

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,663

AUTHORIZING THE PAYMENT OF THE SUM OF \$6,300.00 FROM SAN ANTONIO PUBLIC LIBRARY WESTFALL FUND NO. 750-03 TO EMMIT R. TUGGLE FOR ARCHITECTURAL SERVICES RELATIVE TO CONSTRUCTION OF LIBRARY BUILDING AT CORNER OF VANCE JACKSON ROAD AND I.H. 10 AND AUTHORIZING FOR PAYMENT OF THE SUM OF \$1,000.00 FROM SAN ANTONIO PUBLIC LIBRARY WESTFALL FUND NO. 750-03 TO BE USED AS A MISCELLANEOUS EXPENSES CONTINGENCY.

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

1. The payment of the sum of \$6,300.00 from San Antonio Public Library Westfall Fund No. 750-03 to Emmet R. Tuggle for architectural services (7% of the estimated cost of construction of \$90,000.00) performed relative to the construction of a library building at the corner of Vance-Jackson Road and I.H. 10 is hereby authorized.

2. Payment of the sum of \$1,000.00 from San Antonio Public Library Westfall Fund No. 750-03 to be used as a Miscellaneous Expenses Contingency is hereby authorized.

3. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,664

APPROPRIATING THE SUM OF \$3,314.85 OUT OF FIRE STATION CONSTRUCTION BONDS, SERIES 1956 FUND NO. 479-04 PAYABLE TO MALCOLM B. SIMONS FOR ARCHITECTURAL SERVICES FOR CONSTRUCTION OF FIRE STATION ON HILLCREST AND APPROPRIATING THE SUM OF \$500.00 OUT OF FIRE STATION CONSTRUCTION BONDS SERIES 1956 FUND NO. 479-04 TO BE USED AS A MISCELLANEOUS CONTINGENCY ACCOUNT FOR THIS PROJECT.

* * * * *

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

1. The sum of \$3,314.85 is hereby appropriated out of Fire Station Construction Bonds, Series 1956, No. 479-04 for payment to Malcolm B. Simons for architectural services for construction of a Fire Station on Hill crest near Bandera Road.

2. The sum of \$500.00 is hereby appropriated out of Fire Station Construction Bonds Series, 1956, Fund No. 479-04 for use as a Miscellaneous Contingency account for this project.

3. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,665

*amended
ord 30777
9/26/62*

AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR LEASE WITH CONDOS AND RHAME FOR CERTAIN SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

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

1. The City Manager is hereby authorized to execute a lease agreement with Condos and Rhame (a Partnership) for the use of certain space at San Antonio International Airport for one (1) year for the period beginning August 1, 1962.

2. The Lease Agreement is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

LEASE NO. 30-43

STATE OF TEXAS

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

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. 30,665 adipted August 8, 1962(hereinafter called "Lessor"), and Condos & Rhame, a partnership consisting of George J. Condos and William T. Rhame, (hereinafter called "Lessee") WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

The lessor does hereby and by these presnets 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: 540 square feet in Main Terminal
- B. Ground: None

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:	540	\$3.85	\$2079.00	\$173.25
B. Ground:				

3. TERM

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

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other:
Office for Fertilizer sales operation.

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 for one person and \$5,000 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) 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 \$2,000 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, 4B, 4I, and 6A which have been deleted therefrom.

8. CANCELLATION PRIVILEGE

This lease is subject to cancellation by either party on thirty-days written notice.

EXECUTED this day of , 1962.

CITY OF SAN ANTONIO, Lessor

BY: _____
Assistant City Manager

Condos & Rhame
Lessee

BY: _____

(Title)

450 Airport Blvd., Room #4
Mail Address

San Antonio, Texas

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee: Condos & Rhame, A partnership consisting of George J. Condos) and William T. Rhame.

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 greager; 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 account, 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-operated 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:

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

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 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 11.3. 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 lease 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 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. 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 day 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 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 30,666

APPROPRIATING THE SUM OF \$889.06 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND NO. 803-04 PAYABLE TO ATLEE B. & ROBERT M. AYRES, ARCHITECTS, FOR PROFESSIONAL SERVICES IN DESIGNING ILLUMINATED SIGN AT ENTRANCE TO INTERNATIONAL AIRPORT.

* * * * *

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

1. The sum of \$889.06 is hereby appropriated out of International Airport Bond and Construction Fund No. 803-04 payable to Atlee B. and Robert M. Ayres, Architects, for professional services in designing an illuminated sign at the entrance to International Airport.

2. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,667

*Amended
33241
4/29/65*

AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE (1) YEAR LEASE WITH GEN-AERO, INC. FOR CERTAIN SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT FOR THE PERIOD BEGINNING AUGUST 1, 1962.

* * * * *

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

1. The City Manager is hereby authorized to execute a one (1) year lease with Gen-Aero, Inc., for certain space in Building No. 130, San Antonio International Airport for the period beginning August 1, 1962.

2. The Lease Agreement is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

STATE OF TEXAS

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

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. 30665 adopted August 8th, 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 : 9,600 square feet in Building 130
200 square feet in Building 175
- B. Apron: 15,600 square feet
Ground: 200 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	9,600	\$.44	\$4224.00	\$352.00
	200	\$.44	88.00	7.33
B. Apron:	15,600	\$.04	\$ 624.00	\$ 52.00
Ground:	200	\$.04	\$ 8.00	\$.67

3. TERM

The term of this lease shall be for the One year period beginning August 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 services, supplies, or instruction. In this connection, Lessee shall have the right to engage in any activity related to the business of operating aircraft for profit, including aerial surveying, photographing, mapping and advertising; to sell, rent, lease, purchase, exchange, dispose of or otherwise distributed aircraft, engines, motors, aircraft instruments, devices, supplies and accessories; to operate schools of flying, navigations, aircraft mechanics, aerial survey, aerial photography, 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 one accident on personal liability, and \$50,000 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and 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 \$5,000 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.

EXECUTED this 8th day of August, 1962. EXHIBIT 1 - Same as Exhibit 1 to ordinance #30665

CITY OF SAN ANTONIO, Lessor

BY: David Harner
Assistant City Manager

Gen-Aero, Inc.
Lessee

ATTEST:
Charles N. Watson

BY: W.B. Osborn, Jr.
President
(Title)

260 E. Terminal Dr.
(Mail Address)

San Antonio, Texas

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 6A which have been deleted therefrom.

8. SPECIAL PROVISIONS

A. Lessor will palce electricity, water and gas utilities and access road to the lease property line.

B. RIGHTS UPON TERMINATION. At the termination of this lease for any reason except as outlined in Paragraph B, below, Lessor shall be entitled to have the land demised herein returned to it clear of all improvements above ground level which have been constructed by Lessee; provided, however, that Lessee may have ninety days after termiantion in which finally to remove any such improvements, and provided that such occupancy for purposes of removal shall be subject to rentals due hereunder. If Lessee fails so to remove said improvements, they may thereafter be removed by Lessor at Lessee's expense.

Lessor may at its option take title to said improvements in lieu of removal by or for Lessee.

Removal of any building during the term of this lease may be made only after receipt of written approval by Lessor.

EXECUTED this 8th day of August, 1962.

CITY OF SAN ANTONIO, Lessor

BY: _____
Assistant City Manager

For: Harry Molf
CHARLES F. URSHEL, JR., Lessee

2012 N.B.C. Bldg.
(Mail Address)

San Antonio, Texas

AN ORDINANCE 30,669

AUTHORIZING THE PAYMENT OF THE SUM OF \$7,705.00 FROM GENERAL FUND ACCOUNT 01-01-01 TO TEXAS MUNICIPAL LEAGUE FOR LEAGUE SERVICES FOR FISCAL YEAR ENDING JULY 31, 1963.

* * * * *

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

1. Payment of the sum of \$7,705.00 from General Fund account 01-01-01, Object Code 2-64, to the Texas Municipal League, for the City's share of the cost of League Services for the fiscal year ending July 31, 1963, is hereby authorized.

2. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,670

AUTHORIZING PAYMENT OF THE SUM OF \$600 OUT OF SEWER RENTAL PLEDGE FUND NO. 204 TO REIMBURSE CERTAIN INDIVIDUALS FOR SEWER CONNECTION FEES PAID BY THEM TO SAN ANTONIO WATER SUPPLY CORPORATION.

* * * * *

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

1. The sum of \$600 is authorized to be paid out of Sewer Rental Pledge Fund No. 204, to reimburse the following named persons for fees paid by them to San Antonio Water Supply Corporation, for sanitary sewer connections:

a. \$200.00 payable to Lone Star Homes, Inc., P.O. Box 6374, San Antonio 9, for connections at 4330 and 4403 Tallulah, Sewer Permit #L-8287.

b. \$400.00 payable to Standard Electric Co., Inc., 3016 Austin Highway, for connections at 3016 Austin Highway, sewer permit #L-8494.

2. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,671

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ELMER C. HAAG FOR THE DEMOLITION OF THREE PARCELS (282, 196 and 252) AND TRANSFERRING \$19,850.00 FROM SPECIAL PROJECTS ACCOUNT NO. 30-01-01 PUBLIC IMPROVEMENT UNALLOCATED TO ACCOUNT NO. 21-05-01 URBAN RENEWAL DEMOLITION FOR PAYMENT OF SAME.

* * * * *

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

1. The attached low qualified bid of Elmer C. Haag, dated August 3, 1962 for the complete demolition of Parcel 282, Parcel 196 and Parcel 252 for the City of San Antonio Urban Renewal Agency for a net total of \$19,850.00 is hereby accepted.
2. The sum of \$19,850.00 is hereby transferred from Special Project Account No. 30-01-01 Public Improvement Unallocated to Account No. 21-05-01 Urban Renewal Demolition for payment to Elmer C. Haag for complete demolition of parcels 282, 196 and 252.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,672

amended by ord 30673 8-8-62

ACCEPTING THE BEST AND MOST FAVORABLE BID FOR THE PURCHASE OF \$20,000,000 PRINCIPAL AMOUNT CITY OF SAN ANTONIO ELECTRIC AND GAS SYSTEMS REVENUE IMPROVEMENT BONDS, SERIES 1962.

* * * * *

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

SECTION 1. That the bid of Eastman Dillon, Union Securities & Co. and Associates for the purchase of the \$20,000,000 principal amount City of San Antonio Electric and Gas Systems Revenue Improvement Bonds, Series 1962, in accordance with the Official Notice of Sale provided for the Ordinances passed and approved on July 18, 1962, is hereby accepted; said bid for the purchase of said Bonds being as follows:

OFFICIAL BID FORM
\$20,000,000
CITY OF SAN ANTONIO, TEXAS
ELECTRIC AND GAS SYSTEMS REVENUE IMPROVEMENT BONDS
SERIES 1962

Honorable Mayor and City Council,
City of San Antonio, Texas

August 8, 1962

Gentlemen:

For the legally issued \$20,000,000 City of San Antonio, Texas, Electric and Gas Systems Revenue Improvement Bonds, Series 1962, dated August 1, 1962, maturing serially as set forth in your Official Notice of Sale, dated July 18, 1962, we will pay the par value thereof and accrued interest to date of delivery of the issue to us, plus a cash premium of \$4,000.00 for bonds bearing interest at the following rate or rates, per annum:

- \$2,540,000 bonds maturing 1964 through 1970, 5%
- \$1,750,000 bonds maturing 1971 through 1974, 2 3/4%
- \$2,560,000 bonds maturing 1975 through 1979, 3%
- \$4,460,000 bonds maturing 1980 through 1981, 3.10%
- \$8,690,000 bonds maturing 1982 through 1984, 3 1/4%

For information purposes only, and not as a part of this bid, we have calculated the Effective Interest Rate as follows:

Total interest from August 1, 1962 to final maturity:-----	\$10,431,277.50
Less: Premium-----	\$ 4,000.00
Net Interest Cost-----	\$10,427,277.50
Effective Interest Rate-----	\$ 3,21864 %

Attached hereto is Cashier's Check No. 364544, on the National Bank of Commerce of San Antonio Texas in the amount of \$400,000 which is tendered as evidence of our good faith in accordance with and under the provisions of the Official Notice of Sale dated July 18, 1962, which is hereby made a part of this bid.

Respectfully submitted,

EASTMAN DILLON, UNION SECURITIES & CO.

BY: Norman S. Downey
Authorized Representative

For the Account of:

Eastman Dillon, Union Securities & Co.
and Associates (List attached)

ACCEPTED this 8th day of August, 1962, pursuant to an ordinance of City Council of the City of San Antonio, Texas, passed and approved the 8th day of August, 1962.

ATTEST: J.H. INSELMANN

W.W. McAllister

City Clerk

M A Y O R

ACCOUNT

Eastman Dillon, Union Securities & Co.
Glore Forgan & Co.
John Nuveen & Co., Inc.
F.S. Moseley & Co.
A.C. Allyn & Co.
Hemphill, Noyes & Co.
Weeden & Co., Inc.
Hirsch & Co.
Wm. E. Pollock & Co., Inc.
Spencer Trask & Co.
Wood, Struthers & Co.
Tripp & Co., Inc.
Robinson-Humphrey Co., Inc.
The First Cleveland Corporation
G.C. Haas & Co.
Wm. J. Mericka & Co., Inc.
William R. Staats & Co.
Columbian Securities Corp. of Texas
First of Texas Corporation
J.M Dain & Company, Inc.
Henry Harris & Son

Equitable Securities Corporation
White, Weld & Co.
Bear, Stearns & Co.
Hornblower & Weeks
F.S. Smithers & Co.
Paine, Webber, Jackson & Curtis
Bache & Co.
W.E. Hutton & Co.
Roosevelt & Cross, Inc.
G.H. Walker & Co.
James A. Andrews & Co., Inc.
Robert K. Wallace & Co.
Russ & Company, Inc.
Fridley & Frederking
Marshall and Meyer
Ranson & Company, Inc.
J. Barth & Co.
Dewar, Robertson & Pancoast
Rowles, Winston & Co.
Murray W. Moore & Co.

SECTION 2. That the Mayor and City Clerk of the City of San Antonio are hereby authorized and directed to execute for and in behalf of the City the written acceptance of said bid in the form appended thereto.

SECTION 3. That the City Clerk is hereby directed to retain the \$400,000 cashier's check submitted by the said successful bidders in accordance with the terms of the Amended Official Notice of Sale of said Electric and Gas Systems Revenue Improvement Bonds, Series 1962, and to return to all unsuccessful bidders the good faith checks submitted by them.

SECTION 4. By reason of the necessity for the construction of urgently needed improvements and extensions to its Electric and Gas Systems which are to be made with the proceeds of the bonds mentioned in Section 1 hereof, an emergency is hereby declared to exist making it necessary for the preservation of the public peace, property, health and safety that this Ordinance become effective immediately upon its enactment, and it is so enacted.

PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

The foregoing ordinance is hereby approved by me this 8th day of August, 1962.

Crawford B. Reeder
City Attorney

STATE OF TEXAS

COUNTY OF BEXAR

I, J.H. INSELMANN, do hereby certify that I am the duly qualified and acting City Clerk of the City of San Antonio, Bexar County, Texas.

I further certify that the above and foregoing constitutes a true and correct copy of minutes of a meeting of the City Council of said City held on August 8, 1962, and of an ordinance adopted at said meeting as said minutes and ordinance appear of official record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the City of San Antonio this 8th day of August, 1962

AN ORDINANCE 30,673

AN ORDINANCE further amending an Ordinance entitled "An Ordinance authorizing the issuance of \$20,000,000 San Antonio Electric and Gas Systems Revenue Improvement Bonds, Series 1962, payable only out of revenues of the city electric system and gas system properties for the purpose of extending and improving the electric and

gas systems of the City, providing for a Fourth Supplemental Indenture covering and mortgaging the electric system and gas system properties of the city and and the revenues therefrom to secure said Improvement Bonds on a parity with the presently outstanding Refunding Bonds and Improvement Bonds which may be hereafter issued, all in accordance with the laws of the State of Texas and provisions of Article VIII of the Trust Indenture dated February 1, 1951, between the City and Harris Trust and Savings Bank and F.O. Mann, Trustees."

WHEREAS, on July 11, 1962 and by amendment thereto on July 18, 1962, the City Council of the City of San Antonio passed and adopted an ordinance authorizing the issuance of \$20,000,000 principal amount of San Antonio Electric and Gas Systems Revenue Improvement Bonds, Series 1962, and providing for a Fourth Supplemental Indenture securing the same in accordance with the provisions of Article VIII of the Trust Indenture dated February 1, 1951, securing the City's outstanding Electric and Gas Revenue Refunding Bonds: and

WHEREAS, said Series 1962 Improvement Bonds have been sold on competitive bid and the interest rate established thereon in accordance with an ordinance passed just prior to this ordinance, and said ordinance of July 11, 1962, as hereto fore amended, should therefore be further amended and supplemented by prescribing such interest rates as provided in the following ordinance; therefore,

BE IT ORDAINED by the City Council of the City of San Antonio:

Section 1. That Section 3 of said ordinance, passed and adopted July 11, 1962, authorizing the \$20,000,000 principal amount of San Antonio Electric and Gas Systems Revenue Improvement Bonds, Series 1962, is hereby amended to read as follows:

Section 3. That the said Improvement Bonds shall be dated August 1, 1962, shall be in the denomination of \$5,000 each, shall be numbered 1 to 4,000 inclusive, shall bear interest at the following rates per annum, and shall be payable as to both principal and interest in lawful money of the United States of America at Chemical Bank New York Trust Company in the City of New York, New York, and shall mature serially in numerical order on February 1 of each year in annual amounts as follows:

Year	Amount	Interest	Bond Numbers (inclusive)
1964	\$ 325,000	5%	1 to 65
1965	340,000	5%	66 to 133
1966	350,000	5%	134 to 203
1967	365,000	5%	204 to 276
1968	375,000	5%	277 to 351
1969	385,000	5%	352 to 428
1970	400,000	5%	429 to 508
1971	415,000	2 3/4%	509 to 591
1972	430,000	2 3/4%	592 to 677
1973	445,000	2 3/4%	678 to 766
1974	460,000	2 3/4%	767 to 858
1975	475,000	3%	859 to 953
1976	490,000	3%	954 to 1951
1977	510,000	3%	1052 to 1153
1978	530,000	3%	1154 to 1159
1979	555,000	3%	1260 to 1370
1980	920,000	3 1/10%	1371 to 1554
1981	3,540,000	3 1/10%	1555 to 2262
1982	3,665,000	3 1/4%	2263 to 2995
1983	3,795,000	3 1/4%	2996 to 3754
1984	1,230,000	3 1/4%	3755 to 4000"

Section 2. That the interest rates per annum as set forth in Section 1 above shall be inserted in the fourth "Whereas" clause in the form of the Fourth Supplemental Indenture set forth in Section 10 of said ordinance of July 11, 1962, as amended.

Section 3. That the ordinance passed and approved on July 11, 1962, described in the preamble hereto, as amended by this ordinance and the ordinance of July 18, 1962, is hereby approved and ratified and is declared to be and shall become fully effective on the earliest date permitted by law, all with like force and effect as though said ordinance as so amended and as amended hereby were herein set out in full.

Section 4. That by reason of the necessity for the immediate construction of the urgently needed improvements and extensions to its electric and gas systems which are to be constructed with the proceeds of the sale of the bonds authorized to be issued by the ordinance hereby amended, an emergency is hereby declared to exist making it necessary for the preservation of the public peace, property, health and safety that this ordinance become effective immediately upon its enactment, and it is so enacted.

PASSED AND APPROVED this 8th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

The foregoing ordinance is hereby approved by me this 8th day of August 1962.

Crawford B. Reeder
City Attorney

(Other business not pertinent to the foregoing appears in the minutes.) Pursuant to

to motion duly made and carried, the meeting was adjourned.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

STATE OF TEXAS

COUNTY OF BEXAR

I, J.H. INSELMANN, do hereby certify that I am the duly qualified and acting City Clerk of the City of San Antonio, Bexar County, Texas.

I further certify that the above and foregoing constitutes a true and correct copy of the minutes of a meeting of the Council of said City held on August 8, 1962, and of an ordinance adopted at said meeting, as said minutes and ordinance appear of official record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the City of San Antonio this 8th day of August, 1962.

AN ORDINANCE 30,674

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTALBIHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.,: PASSED AND APPROVED ON MOVEMBER 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 pragraph 3 of said Section 2 sahl1 hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1658)

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

Lots 1 & 2, Blk 1, NCB 13465

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 15th day of August , 1962

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,675

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 ESTABLIHSING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commi-ssioners 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. 1607)

The rezoning and reclassification of property listed as follows, from "A" Residence District to "B" residence and "D" apartment District:

Lots 22, 23, & 24, NCB 13342 and Lots 22, 23, 24 & 25,

NCB 13339, from "A" Residence to "B" Residence District
Lot 37, NCB 13342, from "A" Residence to "D" Apartment 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 15th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,676

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. 1682)

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

Lot 21, NCB 11714

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

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

4. PASSED AND APPROVED this 15th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,677

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. 1692)

The rezoning and reclassification of property listed below, from "D" Apartment to "JJ" Commercial District:

Lot 20, NCB 1755

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 15th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,678

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. 1693)

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

Lot 21, NCB 11190

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 15th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,679

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. 1720)

The rezoning and reclassification of property listed below, from "A" Residence District to "LL" Manufacturing District:

Lot 9, NCB 10757

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 15th day of August, 1962.

ATTEST: J.H. INSELMANN
City Clerk

W.W. McAllister
M A Y O R

AN ORDINANCE 30,680

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. 1371)

The rezoning and reclassification of Lot 53, NCB 11314 from "B" Residence District to "F" Local Retail District.

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

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

4. PASSED AND APPROVED this 15th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,681

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. 1663)

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

Lot 32, NCB 8672

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 15th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,682

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. 1689)

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

Lot 13, NCB 11172

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 15th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,683

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. 1565)

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

Lot 29, Blk 2, NCB 7470

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 15th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,684

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

* * * * *

BE ITORDAINED 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 ayo 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.) 1722)

The rezoning and reclassification of property listed below, from "B" Residence District to "D" Apartment District:

The E. 66.7' of the N. 107.29' of Lot 14, NCB 1707

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.

PASSED AND APPROVED this 15th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,685

ACCEPTING THE PROPOSAL OF DICK BALMOS REPRESENTING PETER M. PANFELD & ASSOCIATES TO RENDER CERTAIN SERVICES IN CONNECTIONS WITH THE CITY'S PUBLIC INFORMATION PROGRAM

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

1. The proposal of Dick Blamos representing Peter M. Panfeld & Associates to render certain services in connection with the City's public information program is hereby accepted.

2. A copy of said proposal is attached hereto marked Exhibit 1 and expressly made a part hereof.

3. Payment of the sum of \$2,000 out of Fund #101, Account #50-01-01, to Dick Balmos as an advance for the first quarter of said services, and payment of the sum of \$750 at the beginning of each month succeeding the first quarter, starting December 1, 1962, for the remainder of the fiscal year 1962-63 are hereby authorized.

4. PASSED AND APPROVED this 15th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,686

APPROPRIATING \$175,000.00 OUT OF GENERAL FUND - PUBLIC IMPROVEMENTS UNALLOCATED ACCOUNT #30-01-01 PAYABLE TO ALAMO TITLE COMPANY AS ESCROW AGENT FOR MARTIN WRIGHT ELECTRIC COMPANY FOR THE PURCHASE OF LOT 12, NCB 180 AND ALL IMPROVEMENTS THEREON.

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

1. The sum of \$175,000.00 is hereby appropriated out of General Fund - Public Improvements Unallocated Account #30-01-01, payable to Alamo Title Company as escrow agent for Martin Wriht Electric Company for the purchase of all of Lot 12, NCB 180, City of San Antonio Bexar County, Texas, for public purposes.

2. PASSED AND APPROVED this 15th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN

City Clerk

AN ORDINANCE 30,687

AUTHORIZING THE TRANSFER OF \$19,463.00 FROM SPECIAL PROJECTS ACCOUNT 30-01-01, PUBLIC IMPROVEMENTS UNALLOCATED, TO SPECIAL PROJECTS ACCOUNT 11-05-02, SAN ANTONIO RIVER IMPROVEMENTS, PAYABLE TO THE CITY WATER BOARD IN CONNECTION WITH THE IMPROVEMENT OF THE SAN ANTONIO RIVER WALK ENTRANCE.

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

1. Transfer of the sum of \$19,463.00 from Special Projects account 30-01-01, Public Improvements Unallocated, to Special Projects account 11-05-02, San Antonio River Improvements, payable to the City Water Board pursuant to the agreement between the City and the City Water Board for the improvement of the San Antonio River Walk Entrance is hereby authorized.

2. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

A RESOLUTION

REQUESTING THE CITY COUNCIL TO ENACT AN AMENDMENT OF SECTION 3, ORD. NO. 29271, THE WATER RATE ORDINANCE, TO MAKE TECHNICAL CHANGES IN THE PROVISIONS RELATING TO PRIVATE FIRE PROTECTION WATER SERVICE LINE CONNECTIONS.

* * * * *

BE IT RESOLVED: That the City Council of the City of San Antonio be and it hereby is respectfully requested to enact as an amendment to Section 3 of the current water rate Ordinance being Ord. No. 29271, enacted and approved February 9, 1961, the proposed ordinance attached hereto, marked Exhibit "A", and made a part hereof by reference, being a rewriting of said Section 3 concerning private fire protection water service line connections in order to make certain technical changes to correct inequities resulting from the changing requirements of fire underwriters and to provide for types of such service not now provided for, and to permit this Board to prescribe rules and regulations consistent therewith and required for the proper and reasonable administration thereof.

BE IT FURTHER RESOLVED: That the City Council be informed, in connection with such proposed amendment, that no increase in basic rates is thereby effected.

PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

FOR ORDINANCE NO. 30688, SEE PAGE 167
AN ORDINANCE 30,689

AMENDING AN ORDINANCE PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO, TEXAS, ON MAY 28, 1959, PRESCRIBING RATES AND CHARGES FOR THE SAN ANTONIO METROPOLITAN EXCHANGE OF SOUTHWESTERN BELL TELEPHONE COMPANY.

* * * * *

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

1. Ordinance No. 27,610 passed and approved May 28, 1959, prescribing rates and charges for the San Antonio Metropolitan Exchange of Southwestern Bell Telephone Company is hereby amended by deleting from Section 2 of said ordinance under Class of Service and monthly rate the following:

"FOUR PARTY RESIDENCE SERVICE, FLAT RATE \$3.80"

2. Nothing in this ordinance contained shall be construed now or thereafter as limiting or modifying, in any manner, the right and power of the City of San Antonio under the law to regulate the rates and charges of Southwestern Bell Telephone Company.

3. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

A RESOLUTION

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF STORM DRAINAGE PROJECT NO. 39 (DRAINAGE FOR U.S. 90 WEST AND KELLY ACCESS ROAD.)

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

1. The City Clerk is hereby authorized and directed to advertise for bids, addressed to the City Clerk, City Hall, San Antonio, Texas, for the construction of Storm Drainage Project No. 39 (Drainage for U.S. 90 West and Kelly Access Road), all in accordance with the plans and specifications on file in the office of Mr. V.P. Newman, Engineering Division Head, 4th Floor, City Hall.

2. Any prospective bidder on this project is to submit to the said V.P. Newman, the following information at least two (2) days prior to obtaining specifications and bid forms: Information required under Operations Letter VII, revised, dated February 19, 1962, of the San Antonio Department of Public Works including Forms PW 47 and PW 48. Contractors who have previously qualified under the Interim Pre-Qualification Procedure of Operations Letter VII, dated May 25, 1961, are not required to follow the procedure outlined, in Paragraph 2 above, unless they so desire.

3. The bids shall be submitted in duplicate, the envelope containing any bid to be endorsed: "Bid on Storm Drainage Project No. 39." A twenty-five (\$25.00) Dollar deposit will be required from any bidder on the plans and specifications.

4. A cashier's check or bid bond payable to the order of the City of San Antonio, in an amount not less than five percent (5%) of the total bid, must accompany each bid as a guarantee that if awarded the contract, the successful bidder will promptly enter into a contract and execute a bond on the standard forms provided, as outlined in the specifications and contract documents.

5. Bids will be received in the Office of the City Clerk until 2:00 P.M., Tuesday, September 25, 1962, and then publicly opened and read aloud; any bids received after that time and date will be returned unopened.

6. A Performance Bond, in an amount not less than one hundred per cent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor and furnishing materials, will be required. A payment bond in the amount of the contract, as required by Art. 5160, R.C.S. Texas, must also be provided.

7. The successful bidder will be required to execute the standard construction contract prepared and supplied by the City.

8. The City reserves the right of reject any and all bids and waive any formalities.

9. This is a proposed public works contract, and Art. 5159a, R.C.S. Texas, as amended requiring that not less than the general prevailing wage rate for work of a similar character in this locality shall be paid all laborers, workmen and mechanics employed in the construction thereof shall be complied with.

10. Advertisement of the terms hereof shall be made by publication on two separate days, once a week for two consecutive weeks, prior to September 25, 1962, the date of the first publication to be at least fourteen (14) days prior to that date.

11. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,690

AUTHORIZING THE FIRECOTR OF FINANCE TO MAKE REFUNDS OF \$329.42 TO DUCE REALTY CO., INC. AND \$450.79 TO H. SANTOS WESTRUP, DUE TO DOUBLE PAYMENTS OF TAXES.

* * * * *

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

That the Director of Finance is hereby authorized to make the following refunds out of account 303 to the following named individuals, as indicated:

Amount;	\$329.42
Payable to:	Duce Realty Co., Inc. c/o Robert Hall Clothes 333 West 34th Street New York 1, New York
Reason:	Refund of double payment on Lots 11, 12, 13, 14, 15, 18 Block 4, New City Block 10051, Account No. 566-862-9-1. Payment made on April 10, 1962, and again on July 31, 1962.

Amount: \$450.79

Payable to: H. Santos Westrup
1306 Greer Avenue
City

Reason: Refund of double payment on Lot E
54.9' of S. 50' of 4, Block 9,
New City Block, 3878, Account
No. 60-1306. Payment made on
May 31, 1962 and again in July
31, 1962.

PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,691

AUTHORIZING THE TAX ASSESSOR AND COLLECTOR TO CORRECT AND ADJUST CERTAIN ASSESSMENTS 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 of Review, and said Board has recommended certain corrections, and it being the opinion of the City Council acting under its general powers and also by authority granted Article 7264a, and Article 7345d, Revised Civil Statutes of the State of Texas, that said recommendations should be approved; NOW, THEREFORE,

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

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

OWNER - Ben Collins, 1956 through 196, Lot 2, Block 43, New City Block 652, Account No. 12-1172

As a result of an inspection of this property (506 Virginia Blvd.) by an appraiser for the City Assessor's Office it is recommended that, because the building is over fifty years old, and in very poor condition, the assessed value for the years involved, be reduced from \$13,380 to \$11,360. Taxes, penalty and interest in the amount of \$392.79 are to be collected.

OWNER - Murray F. & Virginia M. Crossette, 1957 through 196, East Irr. 55 Feet of Lot 1, and West Irr. 91.8 Feet of Lot 2, Block 3, New City Block 8103, Account No. 93-2449.

As a result of an inspection of this property (556 Babcock Road) by an appraiser for the City Assessor's Office, it is recommended that, because of age and condition of the property, the assessed value for the years involved, be reduced from \$59,700 to \$56,850. Taxes, penalty and interest in the amount of \$2,163.27 are to be collected.

OWNER - Alfred K. Goforth, 1958 through 1961, Lot B (Resub of Lot 55), Block 6, New City Block 7525, Account No. 84-2582.

As a result of an inspection of this property (119 Beethoven) by an appraiser for the City Assessor's Office, it is recommended that, because of dilapidated condition and very poor construction of two buildings on this property, the assessed value for the years involved, be reduced from \$8,080 to \$5,960. Taxes, penalty and interest in the amount of \$221.17 are to be collected.

OWNER - Charles D. Grieder, 1961, East Irr. 420 Feet of West 530 Feet of Lot 202, Block H, New City Block 8399, Account No. 99-2528.

As a result of an inspection of this property (537 Sunshine Drive) by an appraiser for the City Assessor's Office, it is recommended that, because of bad condition of property in foundation and walls, the assessed value for the year involved be reduced from \$13,820 to \$11,050. Taxes in the amount of \$337.03 are to be collected.

OWNER - B. Lee Lifshutz, Trustee, 1960 and 1961, Lots 11 and 12, Block 4, New City Block 8229,

Account No. 533-605.

As a result of an inspection of this property (5618 San Dario) by an appraiser for the City Assessor's Office, it is recommended that, because the building is in such dilapidated condition that it is beyond repair, the assessed value for the years involved be reduced from \$4,980 to \$3,740. Taxes, penalty and interest in the amount of \$73,50 are to be collected.

OWNER - Erich & Dorothy Pohl, 1957 through 1961, Lot 133, Block H, New City Block 8361, Account No. 99-1560.

As a result of an inspection of this property (326 Palm Drive) by an appraiser for the City Assessor's Office, it is recommended that, because of general rundown condition of property, garage and servants quarters having only salvage value, the assessed value for the years involved be reduced from \$25,000 to \$22,110. Taxes, penalty and interest in the amount of \$830.35 are to be collected.

OWNER - Yellow Cab & Baggage Co., 1959, Lots 6 through 11, New City Block 6326, Account No. 66-2380.

As a result of an inspection of this property (222 Newell St.), it is recommended that, due to functional obsolescence, the assessed valuation of the property for tax year 1959 be reduced from \$58,080 to \$50,240. This recommendation was approved by the Board of Equalization for tax year 1960. Taxes, penalty and interest in the amount of \$1,979.76 are to be collected.

PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,692

AMENDING ORDINANCE NO. 27035 DATED OCTOBER 23, 1958 THEREBY PERMITTING MRS. H.G. MUELLER WIDOW OF M.G. MUELLER TO CONTINUE OPERATION UNDER THE LEASE AGREEMENT GRANTED TO HER LATE HUSBAND FOR EXCLUSIVE OPERATION OF A BARBER SHOP AND BEAUTY SHOP AT SAN ANTONIO INTERNATIONAL AIRPORT UNTIL NOVEMBER 1, 1963.

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

1. This ordinance manifests an agreement between the City of San Antonio and Mrs. H. G. Mueller, widow of H.G. Mueller for the continued operation until November 1, 1963 of a Barber Shop and Beauty Shop at San Antonio International Airport under the same terms and conditions set forth in the lease agreement signed on November 3, 1958 between the City of San Antonio and H.G. Mueller.

2. Necessary insurance coverage set forth in the aforementioned lease will be obtained by Mrs. H. G. Mueller either by indorsement of the present policies or the obtaining of new policies.

3. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,693

FOR LEASE SEE PAGE NO. 292

AUTHORIZING THE CITY MANAGER TO EXECUTE TWO LEASES, EACH FOR ONE (1) YEAR WITH WILLIAMS-STACKHOUSE & ASSOCIATES FOR CERTAIN SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT FOR THE PERIOD BEGINNING SEPTEMBER 1, 1962.

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

1. The City Manager is hereby authorized to execute two leases, each for one (1) year, with Williams-Stackhouse & Associates for certain space in Building No. 65 and Building No. 170, San Antonio International Airport for the period beginning September 1, 1962.

2. The Lease Agreements are attached hereto and made a part hereof.

3. PASSED AND APPROVED this 22nd day of August, 1962.

ATTEST: J.H. INSELMANN
City Clerk

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

FOR LEASE SEE PAGE NO. 297

AN ORDINANCE 30,694

*amended
ord 33394 6/10/65
amended
36559
6/4/68*

AUTHORIZING THE CITY MANGER TO EXECUTE A CONTRACT WITH GEN-AERO, INC., FOR USE OF CERTAIN SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT FOR A PERIOD OF ONE (1) YEAR BEGINNING JUNE 1, 1962.

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

1. The City Manager is hereby authorized to execute a lease with Gen-Aero Inc., for use of certain space in hanger No. 3, San Antonio International Airport for a period of one (1) year beginning June 1, 1962.
2. Lease agreement is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,695

AMENDING CHAPTER 4, ARTICLE 1, OF THE CITY CODE BY ADDING THERETO SECTION 4-3.1, REGULATING PARKING OF VEHICLES IN "EMPOYEEE PARKING" LOTS AT INTERNATIONAL AIRPORT PRESCRIBING FEES FOR PERMITTED PARKING, MAKING IT UNLAWFUL TO PARK VEHICLES WITHOUT THE PRESCRIBED PERMITS, AND PROVIDING THAT ANY VIOLATION SHALL BE PUNISHED BY A FINE NOT EXCEEDING \$200.00.

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

1. Chapter 4, Article 1, of the City Code of the City of San Antonio is amended to add thereto the following section:

Section 4-3.1. Airport Parking

Persons or firms and employes thereof operating or leasing space at San Antonio International Airport shall be permitted to park their vehicles in the designated "Employee parking" lots near the Terminal Building only upon the following conditions:

- (a) The vehicle to be parked shall be covered by public liability insurance (personal injury and property damage) in a responsible insurance company licensed to do business in Texas;
- (b) The vehicle will be operated in compliance with Texas statutes, City ordinances and the rules of the road;
- (c) The permit decal (parking sticker) will be displayed on the vehicle windshield;
- (d) The permit will not be transferable;
- (e) The permit shall permit such parking only while the holder is at work at the Airport;
- (f) All permits shall terminate on the first day of May each year;
- (g) The permit shall be automatically revoked and cancelled without refund of the permit fee if permittee:
 - (1) Violates any of the conditions herein;
 - (2) Ceases to operate or be employed at the Airport;
 - (3) Makes a false statement in his application therefor.
- (h) A fee of \$1.00 shall be collected for each permit decal (parking sticker) issued. It will be replaced without charge if the major portion thereof is returned to the Director of Aviation or if the vehicle is traded in by the permittee. A fee of \$5.00 shall be collected for a second or replacement permit decal in all other

cases;

- (i) The fee for the period ending May 1, 1963, shall be \$0.65 for each permit decal;
- (j) The aforementioned "Employee Parking" lots shall be marked by appropriate signs giving notice that parking is restricted to permitted vehicles;
- (k) The term "vehicle" as used herein is defined in Section 38-2(a) of this Code.

2. It shall be unlawful for any person to park a vehicle in such designated "Employee Parking" lots unless it bears the permit decal (parking sticker) required by this section and the permit is not terminated or revoked. Violation of this provision shall be punished by a fine not exceeding TWO HUNDRED DOLLARS (\$200.00).

3. This ordinance shall be in force and effect beginning the 1st day of September, 1962.

4. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,696

CLOSING AND ABANDONING A 12-FOOT ALLEY IN NCB 1523 AND AUTHORIZING EXECUTION OF A QUITCLAIM OF SAID AREA TO THE MOST REVEREND ROBERT E. LUCEY, ARCHBISHOP OF SAN ANTONIO IN CONSIDERATION OF THE PAYMENT OF \$350.00 TO THE CITY BY THE MOST REVEREND ROBERT E. LUCEY.

* * * * *

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

1. The 12-foot alley in NCB 1523 in the City of San Antonio is hereby closed and abandoned. A copy of the field notes describing such area, is attached hereto and incorporated herein.

2. The City Manager is authorized to execute a Quitclaim of the aforementioned area to the Most Reverend Robert E. Lucey, Archbishop of San Antonio in consideration of the payment of the sum of \$350.00 to the City by the Most Reverend Robert E. Lucey. Said Quitclaim shall not be delivered until said area has been replatted with the approval of the Planning Commission. A copy of the Quitclaim is attached hereto and incorporated herein for all purposes.

3. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST:: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,697

APPROPRIATING THE SUM OF \$119,235.50 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U.S. 90 WEST PROJECT, STORM DRAINAGE PROJECT #43, STORM DRAINAGE PROJECT #58 STORM DRAINAGE PROJECT #68 AND SOUTHCROSS PAVING - DETOUR ROUTE; AND, ACCEPTING TWO DEDICATIONS FOR STORM DRAINAGE #114B, AND EIGHT (8) LICENSE AGREEMENTS FOR STORM DRAINAGE PROJECT #43, AND ONE LICENSE AGREEMENT AND ONE WARRANTY DEED FOR GARNETT AVENUE EXTENSION.

* * * * *

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

1. The sum of \$87,445.50 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way for Highway 90 West as follows:

a. \$8,163.00 payable to Stewart Title Company as escrow agent for DAISY THORNTON, Individually and as Attorney-in-Fact for MILTON E. THORNTON, for title to 0.0925 of an acre of land, more or less, in NCB 3693. Parcel 6-4306.

b. \$24,342.50 payable to Stewart Title Company as escrow agent for S.L. DIXON and ELVA DIXON, for title to Lots 10 and 11, and the North 14 feet of Lots 33 and 34, in the West 1/2 of Block 35, NCB 3694. Parcel 27A-4327.

c. \$655.00 payable to Stewart Title Company as escrow agent for AZTEC BUILDING CORPORATION for title to 0.0180 of an acre of land, more or less, in NCB 3693. Parcel 33-4333.

d. \$25.00 payable to Stewart Title Company as escrow agent for JEROME EPSTEIN for title to 0.0060 of an acre of land, more or less, same being out of and a part of Lot 30, Block 34, NCB 3693. Parcel 34-4334.

e. \$2,995.00 payable to Stewart Title Company as escrow agent for MARGARITO PEREZ and CUCA S. PEREZ for title to 0.4022 of an acre of land, more or less, in NCB 3694. Parcel 38-4338.

f. \$520.00 payable to Stewart Title Company as escrow agent for GUSTAVO GARZA for title to 0.2566 of an acre of land, more or less, same being out of and a part of Lot 45, Block 35, NCB 3694. Parcel 56-4356.

g. \$3,100.00 payable to Stewart Title Company as escrow agent for JULIA C. GARCIA and ROBERT G. GARCIA, for title to 0.0407 of an acre of land, more or less, in NCB 6317. Parcel 196-4496.

h. \$12,500.00 payable to Stewart Title Company as escrow agent for PETE SANCHEZ and CONSUELO O. SANCHEZ, for title to Lots 4 and 5, NCB 8670. Parcel 371-4671.

i. \$1,400.00 payable to Stewart Title Company as escrow agent for PETE M. VALDEZ and ELIDA M. VALDEZ for title to Lot 6, Block 1, NCB 8593. Parcel 375-4675.

j. \$4,800.00 payable to Stewart Title Company as escrow agent for JAMES R. WHETSTONE and JULIA EVELYN WHETSTONE for title to Lot 6, Block 1, NCB 11,319. Parcel 664-4964.

k. \$19,285.00 payable to Stewart Title Company as escrow agent for ARTHUR PERSYN and MARY PERSYN for title to 5.5011 acres of land, more or less, in NCB 11318. Parcel 674-4974.

l. \$9,660.00 payable to Stewart Title Company as escrow agent for ADELA ZUNKER and WILLIAM ZUNKER for title to Lot D, NCB 11,318. Parcel 678-4978.

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 \$3,790.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13, for acquisition of right of way for Storm Drainage Project #43 as follows:

a. \$2,700.00 payable to Guardian Abstract & Title Company as escrow agent for V.T. JACKSON and MOZELLE JACKSON for title to A Tract of Land out of Lot 49, Block 3, NCB 3457. Parcel 5208.

b. \$850.00 payable to Guardian Abstract & Title Company as escrow agent for J.A. WIETZEL and VINCENT MOYA for easement (permanent and temporary) across A Tract of Land out of Lot 64, Block 16, NCB 3459. Parcel 5201.

c. \$240.00 payable to Guardian Abstract & Title Company as escrow agent for GONZALO P. OCHOA and CELIA OCHOA for easement (permanent and temporary) across A Tract of Land out of Lot 48, Block 3, NCB 3457. Parcel - 5209.

d. License Agreement for the temporary use of the South 15.0 feet of Lots 17 and 18, Block 21, NCB 3924, granted by MELVIN T. NUTT is hereby accepted. A copy of said License Agreement is filed herewith and incorporated herein by reference. Parcel E-489 and 490.

e. License Agreement for the temporary use of the South 15.0 Feet of Lot 16, Block 21, NCB 3924; The South 15.0 feet of Lot 14, Block 21, NCB 3924; and the South 15.0 feet of Lot 13, Block 21, NCB 3924, granted by VEDA CLARK NUTT PATTERSON, is hereby accepted. A copy of said License Agreement is filed herewith and incorporated herein by reference. Parcels E-491 thru E-494.

f. License Agreement for the temporary use of the South 15.0 feet of Lot 12, Block 21, NCB 3924 and the South 15.0 feet of Lot 11, Block 21, NCB 3924, granted by Melecio Soliz and Corina Soliz is hereby accepted. A copy of said License Agreement is filed herewith and incorporated herein by reference. Parcels E-495 thru 496.

g. License Agreement for the temporary use of the South 15.0 feet of Lot 10, Block 21, NCB 3924 and the South 15.0 feet of Lot 9, Block 21, NCB 3924, granted by REMIGIO R. GARZA, JR., and GENOVEVA GARZA, is hereby accepted. A copy of said License Agreement is filed herewith and incorporated herein by reference. Parcels E-497 and E-498.

h. License Agreement for the temporary use of the South 65.00 feet of Lot 29, Block 6, NCB 3458, granted by RAYMOND TOM NOISEUX and LUCY WATERS NOISEUX is hereby accepted. Parcel E-501.

i. License Agreement for the temporary use of the North 43.0 feet of Lot 3, Block 2, NCB 6564, granted by JOE R. RODRIGUEZ and MARY JANE RODRIGUEZ is hereby accepted. A copy of said License Agreement is filed herewith and incorporated herein by reference. Parcel E-502.

j. License Agreement for the temporary use of the North 66.0 feet of Lot 7, Block 2, NCB

6564, granted by J.L. LYTLE, independent Executor of the Estate of J.L. Lytel, ANTONIO M. VILLARREAL and ANITA S. VILLARREAL, is hereby accepted. A copy of said License Agreement is filed herewith and incorporated herein by reference. Parcel E-506.

k. License Agreement for the temporary use of the North 52.0 feet of said Lot 15, Block 2, NCB 6564, granted by MARTIN LOZANO SOLIS and MARY G. SOLIS is hereby accepted. A copy of said License Agreement is filed herewith and incorporated herein by reference. Parcel E-514.

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

3. The sum of \$26,825.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13, for acquisition of right of way for Storm Drainage Project #58 as follows:

a. \$375.00 payable to Guaranty Abstract & Title Company as escrow agent for SAM B. LIFSHUTZ, FOR Title to all of Lot 42, Block 1, NCB 8264. Parcel 5369.

b. \$750.00 payable to Guaranty Abstract & Title Company as escrow agent for ROSENDA TREVINO, for title to Lots 7 and 8, Block 5, NCB 8262. Parcels 5392, and 5393.

c. \$2,900.00 payable to Guaranty Abstract & Title Company as escrow agent for VIRGINIA MORALES, for title to All of Lots 9 and 10, Block 5, NCB 8262. Parcels 5394 and 5395.

d. \$4,400.00 payable to Guaranty Abstract & Title Company as escrow agent for VALENTIN HERNANDEZ and ESTELLA HERNANDEZ for title to all of Lots 1 and 2, Block 4, NCB 8261. Parcels 5436 and 5437.

e. \$400.00 payable to Guaranty Abstract & Title Company as escrow agent for HULDA STAATS for title to all of Lot 4, Block 4, NCB 8261. Parcel 5439.

f. \$18,000.00 payable to Guaranty Abstract & Title Company as escrow agent for TEXAS HOME IMPROVEMENT, INC., for title to Lots 22, 23, 24 and 25, Block 6, NCB 8263; and Lots 13, 14, 15, 18, 19, 20 and 21, Block 5, NCB 8265; and Lots 36, 35, 34, 33, Block 2, NCB 8265; and Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20 and 21, Block 4, NCB 8261; and Lots 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 39, 38, 38, 36, 35, and 24 Block 3, NCB 8266. Parcels 5357 thru 5360; 5398, 5399, 5400, 5403, thru 5406, 5425 thru 5428, 5440, thru 5452, 5455, 5456, 5461 thru 5472, 5476, thru 5481.

4. The sum of \$700.00 is hereby appropriated out of General Fund Account 50-03-01 for acquisition of right of way for Storm Drainage Project #68, payable to Security Title Company as escrow agent for HELEN E. ROGERS and S.P. ROGERS for title to a Tract of land out of Lot 10, NCB 11090. Parcel E-254.

5. License Agreement for the temporary use of a Tract of land out of NCB 7885, being the Southcross Junior High School property, granted by HARLANDALE INDEPENDENT SCHOOL DISTRICT, is hereby accepted. A copy of said License Agreement is filed herewith and incorporated herein by reference. Southcross Paving - Detour Route Project. Parcel 5518.

6. Dedication of 100.00 foot drainage right of way out of Arb. A-18, NCB 10615 granted by METROPOLITAN PROPERTY BROKERS, INC., is hereby accepted. A copy of said Dedication is filed herewith and incorporated herein by reference. Project: Storm Drainage #114B. Parcel 5576.

7. Dedication of a 100.00 foot drainage right of way out of Arb. A-18, NCB 10615; A 100.00 foot drainage right of way out of Arb. A-18, NCB 10615; and A 100.00 foot drainage right of way out of Arb. A-18, NCB 10615, granted by METROPOLITAN PROPERTY BROKERS, INC., is hereby accepted. A copy of said Dedication is filed herewith and incorporated herein by reference. Project: Storm Drainage #114B. Parcel 5577-5580.

8. The sum of \$475.00 is hereby appropriated out of General Fund Account #50-03-01 for acquisition of right of way for Garnett Avenue Extension as follows: \$475.00 payable to Alamo Title Company as escrow agent for SAM H. SCHAEFER for title to the East 1/2 of Lot 46, Block 1, NCB 7645. Parcel 5586.

9. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,698

MAKING AND MANIFESTING A RENEWAL OF AN AGREEMENT BETWEEN THE CITY AND HARLANDALE LITTLE LEAGUE FOR A PERIOD OF ONE (1) YEAR FOR USE OF CERTAIN CITY OWNED PROPERTY AS A LITTLE LEAGUE BASEBALL PARK UNDER THE SAME TERMS AND CONDITIONS AS APPROVED BY ORDINANCE 29887 OCTOBER 11, 1961.

* * * * *

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

1. This ordinance manifests the renewal, for a period of one (1) year, beginning October 1, 1962, of the agreement between the City and Harlandale Little League for use of certain City owned property as a Little League Baseball Park under the same terms and conditions as approved by Ordinance 29887, dated October 11, 1961.

2. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,699

MAKING AND MANIFESTING A RENEWAL OF A CONTRACT BETWEEN THE CITY AND JAMES W. LANGHAM FOR A PERIOD OF ONE (1) YEAR FOR OPERATION OF THE SAN PEDRO TENNIS CENTER CONCESSION UNDER THE SAME TERMS AND CONDITIONS AS APPROVED BY ORDINANCE 29886 OCTOBER 11, 1961.

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

1. This ordinance manifests the renewal, for a period of one (1) year, beginning October 16, 1962, of the contract between the City and James W. Langham for operation of the San Pedro Tennis Center Concession, under the same terms and conditions as approved by Ordinance 29886, dated October 11, 1961.

2. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,700

AUTHORIZING THE CITY WATER BOARD TO INSTALL VALVES AT THREE METER BOXES LOCATED IN THE OLMOS BASIN GOLF COURSE AND AUTHORIZING THE PAYMENT OF THE SUM OF \$1,217.00 THEREFOR.

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

1. The City Water Board is hereby authorized to install valves at three meter boxes located in the Olmos basin Golf Course, and payment of the sum \$1,217.00 out of general fund account No. 11-03-18, Code No. 5-12 is hereby authorized in payment therefor.

2. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,701

AUTHORIZING THE PAYMENT OF THE SUM OF \$150.00 FROM PARKS AND RECREATION FUND 11-03-18, CODE 5-08, TO BRUCE B. JOHNSON, ARCHITECT FOR CONSULTING SERVICES ON OLMOS BASIN MUNICIPAL GOLF CLUBHOUSE.

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

1. Payment of the sum of \$150.00 from Parks and Recreation Fund 11-03-18, Code 5-08 to Bruce B. Johnson, Architect, for architectural services on Olmos Basin Municipal Golf Clubhouse is hereby authorized.

2. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

ORDINANCE 30,702 - see page 267

AN ORDINANCE 30,703

AUTHORIZING A FIREWORKS DISPLAY BY RADIO STATION K C O R AT MISSION COUNTY PARK ON SEPTEMBER 16, 1962.

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

1. Radio Station K C O _r is hereby granted a permit to conduct a fireworks display at Mission County Park on September 16, 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 held between the hours of 7:30 P.M. and 9:00 P.M.

2. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,704

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN CITY DIRECTORIES FOR THE USE OF THE VARIOUS DEPARTMENTS OF THE CITY OF SAN ANTONIO FROM R.L. POLK & COMPANY FOR A TOTAL OF \$2,210.00.

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

1. THAT the Director of Finance be authorized to purchase certain City Directories from R.L. Polk & Company for use by the various departments of the City of San Antonio for a total of \$2,210.00 (26 directories @ \$85.00 each).

2. This is the sole source of supply for this particular item.

3. Payment to be made as follows:

General Fund 1-01	\$2,125.00
International Airport	
Administration Fund 8-04	85.00
	<u>\$2,210.00</u>

4. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,705

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE MICROFILMING OF CERTAIN EDITIONS OF SAN ANTONIO EXPRESS AND NEW YORK TIMES AS LISTED BELOW FOR THE SAN ANTONIO PUBLIC LIBRARY FOR A TOTAL OF \$5,079.75.

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

1. THAT the Director of Finance be authorized to purchase microfilming of certain editions of the San Antonio Express and New York Times from Micro Photo Inc., Cleveland, Ohio and Recordak Corporation, San Antonio, Texas for the San Antonio Public Library for a total of \$5,079.75.

2. these are sole sources of supply for this particular microfilming.

3. Payment to be made from Fund 1-01, Public Library, Account No. 15-02-01, Code 2-70 as follows:

Micro Photo, Inc.
1700 Shaw Avenue
Cleveland 12, Ohio

Micro film editions San Antonio Express
Dec. 1930 - Dec. 1956 \$3,231.75.

Recordak Corporation
509 S. Main Avenue
San Antonio, Texas

Microfilm editions of New York Times
Jan. 1, 1920 - Dec. 21, 1929 \$1,848.00
\$5,079.75

4. PASSED AND APPROVED this 22nd day of August, 1962,

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,706

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF PHILLIPS PAPER & BOX COMPANY AND SHINER SIEN PAPER COMPANY TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN CUSTODIAL PAPER PRODUCTS FOR A TOTAL OF \$3,181.50.

* * * * *

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

1. The attached low qualified bidsof Phillips Paper and Box Company and Shiner Sien Paper Company dated August 14, 1962 to furnish the City of San antonio various departments with certain custodial paper products for a total of \$3,181.50 is hereby accepted as follows:

Phillips Paper & Box Co.
321 S. Salado
San Antonio, Texas

265 cases Standard fold paper towels (less 2%, 10 days) \$1,484.00

Shiner-Sien Paper Co.
1231 W. Martin St.
San Antonio, Texas

175 cases Standard roll type toilet tissue \$1,697.50
\$3,181.50

2. Payment to be made as follows:

Account No.	Fund	Amount
Working Capital	6-01	1,185.00
12-02-03	8-01	1,287.50
11-02-01	1-01	709.00
		<u>3,181.50</u>

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN - City Clerk

AN ORDINANCE 30,707

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF MODERN ELECTRONICS COMPANY AND STERLING ELECTRONICS INC. TO FURNISH THE CITY OF SAN ANTONIO POLICE HEADQUARTERS BUILDING WITH CERTAIN RADIO & COMMUNICATIONS EQUIPMENT FOR A TOTAL OF \$1,432.39.

* * * * *

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

1. the attached low qualified bids of Modern Electronics Inc., dated August 9, 1962 to furnish the City of San Antonio Police Headquarters building with certain radio and communications equipment for a total of \$1,432.39 is hereby accepted as follows:

Modern Electronics Co.
910 W. Laurel
San Antonio, Texas

Items #1, #2 and #3 - - \$1,255.50
(Less 2%-10 days)

Sterling Electronics Inc.
3903 San Pedro Ave.
San Antonio, Texas

Item #4 - - 176.89
(Less 1% - 30 days) _____ \$1,432.39

2. Payment to be made from Account - Police Headquarters Building, Code 5-12 Fund 479-15 as appropriated 9-27-61, Ordinance #29857.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

A RESOLUTION

APPROVING THE SUBMITTAL BY THE CITY OF AN APPLICATION FOR RECERTIFICATION OF SAN ANTONIO'S PROGRAM FOR COMMUNITY IMPROVEMENT FORMERLY KNOWN AS THE WORKABLE PROGRAM.

* * * * *

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

1. The submittal by the City of an application for recertification of San Antonio's program for Community Improvement formerly known as The Workable Program is hereby approved.

2. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,708

APPROVING THE PREPARATION OF A COMMUNITY RENEWAL PROGRAM FOR CITY OF SAN ANTONIO, TEXAS, AND THE FILING OF AN APPLICATION FOR A FEDERAL GRANT TO ASSIST IN FINANCING ITS PREPARATION AND REPEALING ORDINANCE NO. 30,365.

* * * * *

WHEREAS, under Title I of the Housing Act of 1949, as amended, the Housing and Home Finance Administrator is authorized to make grants for the preparation or completion of Community Renewal Programs; and,

WHEREAS, it is desirable and in the public interest that the City Planning Com-

mission prepare a Community Renewal Program for the City of San Antonio, situated in the County of Bexar, and the State of Texas; and

WHEREAS, it is recognized that the Federal Contract for a grant to assist in the preparation of the Community Renewal Program will require, among other things, that: (1) the City Planning Commission shall prepare the Community Renewal Program with all practicable dispatch; (2) the Community Renewal Program shall conform to the general plan of the Locality as a whole; (3) the provision of the Locality's share of the cost of preparation of the Community Renewal Program; and (4) other local obligations and responsibilities in connection with the preparation of the Community Renewal Program; NOW, THEREFORE:

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

1. The following findings are hereby made by the City Council of the City of San Antonio:
 - a. The preparation of the Community Renewal Program referred to above by the City is hereby approved;
 - b. Financial assistance under Title 1 of the Housing Act of 1949, as amended, referred to above, is required to enable the City to finance the preparation of the Community Renewal Program;
 - c. It is fully cognizant of the obligations and responsibilities that are imposed by a Federal Contract for a grant to assist in the preparation of a Community Renewal Program; and it is the sense of this body that such obligations can and will be fulfilled.
2. The filing of an application by the City for a grant under Title 1 of the Housing Act of 1949, as amended, in an amount not to exceed \$41,167.32 to assist in financing the preparation of a Community Renewal Program for this Locality is hereby authorized and approved.
3. Ordinance No. 30365, passed and approved May 23, 1962, which authorized the filing of an application by the City Planning Commission rather than the City of San Antonio is hereby repealed.
4. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,702

AUTHORIZING THE CARTER FUNERAL HOME TO CONSTRUCT A CANOPY OVER PUBLIC PROPERTY.

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

1. The permit is hereby granted to the Carter Funeral Home to construct a canopy at 601 N. Center Street over public property.
2. The roof of said canopy shall be not less than two feet behind the curbline and not less than twelve feet in height.
3. The Carter Funeral Home 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 APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

MAYOR PRO TEM

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,688

Repealed by Ord 34696 Aug 4, 1966

AMENDING ORDINANCE NO. 29271, ADOPTED AND APPROVED FEBRUARY 9, 1961, TO AMEND SECTION 3 TO PRESCRIBE NEW REGULATIONS PERTAINING TO PRIVATE FIRE PROTECTION WATER SERVICE.

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

Section 1. Section 3 of Ordinance No. 29271, adopted and approved February 9, 1961, is hereby amended to hereafter be as follows:

Section 3. Private fire protection water service line connections permitted may be one of the following three types:

- (1) a line utilized exclusively to supply service for closed circuit automatic sprinkler head systems;
- (2) a line to supply service for systems which have water outlets such as open head sprinkler systems, standpipes, hose connection outlets, external private fire hydrants on the premises or other outlets used solely for fire protection purposes;

(3) a line to supply service for a combination domestic and private fire protection system where fire system is composed of automatic sprinkler heads, standpipes, hose connections, external private fire hydrants and other outlets, which shall be classed as a domestic account.

The Water Service Rates to be the lawful rates charged on the three types of connections are:

<u>Type Nos. 1 and 2 (non-metered)</u>	<u>Minimum Annual Charge</u>
4-inch service line connection (or smaller)	\$ 75.00
6-inch	100.00
8-inch	125.00
10-inch	150.00
12-inch	175.00
<u>Type No. 3 (metered)</u>	

The Water Service Rates charged on all metered lines shall conform with the Rate Schedule as set out herein for domestic service inside and outside of City Limits and according to the size fire flow or standard type meter installed.

The foregoing Water Service Rates shall be the net annual charge for water service made available when such charges are paid in advance or before January 31st of each year such service is to be rendered, otherwise such charges shall be subject to a penalty of increased charges in the amount of ten percent (10%) of the net charges if payment is made on or before March 1st of the current year. Should payment of charges not be made on or before March 1st of the current year, water service shall be discontinued.

The Waterworks Board of Trustees are hereby authorized and directed to promulgate and enforce detailed rules and regulations governing private fire protection water service connections and charges consistent with the provisions hereof."

Section 2. The fact that the present classifications, regulations, and charges applicable to private fire protection water service connections are responsible for some inconsistencies and inequities in the light of the increasing requirement for various types of such equipment in smaller apartment and office buildings, etc. creates an imperative public necessity, urgency and emergency in the immediate preservation of the public health, peace and safety, and requires that the Ordinance shall take effect now and after its passage, and it is accordingly ordained.

PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

A RESOLUTION

DESIGNATING THE WEEK OF SEPTEMBER 10 THROUGH SEPTEMBER 16, 1962 AS "MEXICAN-AMERICAN FRIENDSHIP WEEK" IN SAN ANTONIO.

* * * * *

WHEREAS, the friendship between the people of Mexico and those of the United States of America has existed for over a century and becomes stronger and more intimate as the years go by; and

WHEREAS, this Mexican-American friendship becomes more evident during the traditional "Diez y Seis" Fiestas held annually in San Antonio under the auspices of the Committee of Mexican-American Friendship; NOW, THEREFORE:

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

1. In recognition of Mexican Independence Day and the traditional friendship that exists between the people of Mexico and the people of San Antonio and of the State of Texas, the week of September 10 through September 16, 1962 is hereby designated as

MEXICAN-AMERICAN FRIENDSHIP WEEK

in San Antonio, and urge all our citizens to partake in the various events and festivities to be held during this week and to display the American and Mexican flags prominently for this occasion.

2. PASSED AND APPROVED this 22nd day of August, 1962.

Walter C. Gunstream

M A Y O R P R O T E M

ATTEST: J.H. INSELMANN
City Clerk

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 David A. Harner, its Assistant City Manager, pursuant to Ordinance No. 30,710 adopted 29th day of August, 1962 (hereinafter called "Lessor"), and Robert H. Fee, Inc., Rt. 13, Box 491B, Corporation Incorporated under the Laws of Texas. (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: 5,497 sq. ft. in Bldg. 130 (Bay #5)
- B. Ground: 8,497 sq. ft.

2. BASE RENTAL

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

Premises	Sq. Ft.	Annual Rate Per Sq. Ft.	Annual Rental	Monthly Rental
A. Building:	5,497	\$.44	\$2,418.68	\$201.56
B. Ground:	8,497	\$.04	\$ 339.88	\$ 28.32

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 lease premises for the following purposes and for no other: Wholesale sales & storage of surplus aircraft parts.

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 for one person and \$40,000 for one accident on personal liability, and \$5,000 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and its shall name Lessor as 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 4B2, 6A which have been deleted therefrom.

8. SPECIAL PROVISIONS

Either party may terminate lease upon 30 days written notice.

EXECUTED THIS _____ day of _____, 1962.

CITY OF SAN ANTONIO, Lessor

BY: _____
 Assistant City Manager

 Robert H. Fee, Inc. Lessee

BY: /s/ Robert H. Fee

 President
 (Title)

 Rt. 13 Box 491C
 (Mail Address)

 San Antonio, Texas

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee:)

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, 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:

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

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. USES(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 receipt 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 premise, 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.

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.

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.

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 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 its 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) 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 30,709

*amended
5/11/62*

AUTHORIZING THE CITY MANAGER TO EXECUTE CERTAIN CANCELLATION AGREEMENTS AND TO EXECUTE NEW LEASE AGREEMENTS WITH THE UNITED STATES OF AMERICA, FEDERAL AVIATION AGENCY, FOR CERTAIN SPACES AND FACILITIES AT SAN ANTONIO INTERNATIONAL AIRPORT FOR A TOTAL ANNUAL CONSIDERATION OF \$25,617.32.

* * * * *

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

1. The City Manager is hereby authorized to execute twelve (12) Cancellation Agreements with the United States of America, Federal Aviation Agency, for the space and services now provided at San Antonio International Airport. Said Cancellations to be effective as of June 30, 1962.
2. The City Manager is hereby authorized to execute new Lease Agreements with the United States of America, Federal Aviation Agency to provide space and services for the following operations at San Antonio International Airport under the terms and conditions contained in said Lease Agreements. Total consideration contained in the said Lease Agreements amounting to \$25,617.32 annually:
 - A. (1) Airport Traffic Control Tower Ready Room and Training Room;
 - (2) Flight Service Station;
 - (3) Systems Maintenance Sector Hub Sector Office
 - (4) Air Carrier District Office;
 - (5) System Maintenance District Office
 - B. (1) Airport Traffic Control Tower;
 - (2) Flight Service Station;
 - (3) Engine Generator Room
 - C. Utility and Custodial Services
 - D. (1) Approach Light Lane Site 1 and 2
 - (2) Instrument Landing System Sites 1 and 2
 - (3) Radar Sites (Two)
 - (4) Remote Transmitter
 - (5) Middle and Outer Markers Approach Lighting System 1 and 2
3. Copies of said Cancellation Agreements and new Lease Agreements are attached hereto and incorporated herein by reference.
4. PASSED AND APPROVED this 29th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,710

AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE (1) YEAR LEASE WITH ROBERT H. FEE, INC., FOR CERTAIN SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT FOR THE PERIOD BEGINNING SEPTEMBER 1, 1962.

* * * * *

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

1. The City Manager is hereby authorized to execute a one (1) year lease with Robert H. Fee, Inc., for certain space in Building No. 130 (Bay #5), San Antonio International Airport for the period beginning September 1, 1962.
2. The Lease Agreement is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 29th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST:: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,711

AUTHORIZING THE EXECUTION OF CERTAIN INSURANCE AND BOND CONTRACTS BY THE CITY OF OF SAN ANTONIO WITH GLOBE INDEMNITY COMPANY, AMERICAN CENTRAL INSURANCE COMPANY,

AMERICAN AND FOREIGN INSURANCE COMPANY AND FIDELTY AND DEPOSIT COMPANY OF MARYLAND, AUTHORIZING THE PAYMENT OF INSURANCE AND BOND PREMIUMS IN THE AGGREGATE SUM OF \$51,834.95.

* * * * *

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

1. The City Manager is hereby authorized and directed to execute contracts and endorsements required in connection with insurance policies and bond as follows:

- a. Auto Fleet Liability Policy, for the period 8-1-62 to 8-1-63, with limits of \$20,000 each person and \$40,000 each accident for bodily injury, and \$5,000 for property damage. Provides coverage on all City-owned vehicles except those of the Police, Fire and Health Departments.
Premium: \$31,490.52.
- b. Manufacturers; and Contractors; Liability Policy, for the period 8-1-62 to 8-1-63, with limits of \$20,000 each person and \$40,000 each accident for bodily injury, and \$5,000 for property damage. Provides coverage for premises operations of all City-owned motorized and industrial equipment (rated as contractor's equipment) when not covered under Auto Fleet Liability Policy.
Premium: \$762.00
- c. Auto Non-ownership Liability Policy, for the period 8-1-62 to 8-1-63, with limits of \$20,000 each person and \$40,000 each accident for bodily injury, and \$5000 for property damage. Provides coverage on all privately-owned vehicles belonging to employees of the City when such vehicles are being used in performances of official duties.
Premium: \$669.93.
- d. Owners' Landlords' and Tenants' Liability Policy, for the period 8-1-62 to 8-1-63 with limits of \$20,000 each person and \$40,000 each accident for bodily injury. Provides coverage for premises operations at Governor's Palace, Parks and Recreation Office Building, City Swimming Pools, City Golf Courses and Branch Libraries. (Coverage at Branch Libraries is for period 8-16-62 to 8-1-63).
Premium: \$2,173.10.
- e. Owners', Landlords' and Tenants' Liability Policy, for the period 8-1-62 to 8-1-63 with limits of \$50,000 each person and \$300,000 operations at City Hall, Police Headquarters-Corporation Court Building, Public Library and International Airport Terminal Building.
Premium: \$619.51.
- f. Owners' Landlords' and Tenants' Liability Policy, for the period 8-1-62 to 8-1-63, with limits of \$20,000 each person and \$100,000 each accident for bodily injury, and \$5,000 for property damage. Provides coverage for premises operations at Carver Library-Auditorium.
Premium: \$105.74.
- g. Owners', Landlords' and Tenants' Liability Policy, for the period 8-1-62 to 8-1-63 with limits of \$20,000 each person and \$300,000 each accident for bodily injury, and \$50,000 for property damage. Provides coverage for premises operations at Municipal Auditorium.
Premium: \$814.10.
- h. Owners', Landlords' and Tenants' Liability Policy, for the period 8-1-62 to 8-1-63 with limits of \$20,000 each person and \$50,000 each accident for bodily injury. Provides coverage for premises operations at City Hall. City Hall Annex and State Welfare Office Building. (Coverage at State Welfare Office Building is for the period 8-16-62 to 8-1-63.)
Premium: \$290.45.
- i. Owners' Landlords' and Tenants' Liability Policy, for the period 8-1-62 to 8-1-63, with limits of \$20,000 and \$40,000 each accident for bodily injury. Provides coverage for premises operations at La Villita.
Premium: \$165.24.
- j. Owners', Landlords' and Tenants' Liability Policy, for the period 8-1-62 to 8-1-63 with limits of \$20,000 each person and \$100,000 each accident for bodily injury. Provides coverage for premises operations at Police Department-Corporation Court Building and Civil Defense-Welfare Office Building.
Premium: \$496.64.
- k. Owners', Landlords' and Tenants' Liability Policy, for the period 8-1-62 to 8-1-63 with limits of \$20,000 each person and \$40,000 each accident for bodily injury, and \$5,000 for property damage. Provides coverage for premises operations at Stinson Homes, Public Markets, City Cemeteries and Main Library.
Premium: \$1,996.42.
- l. Owners', Landlords' and Tenants' Liability Policy, for the period 8-1-62 to 8-1-63 which provides coverage for premises operations with limits of \$100,000 each person and \$1,000,000 each accident for bodily injury, and \$1,000,000 each accident for property damage at International Airport, and \$100,000 each person, \$500,000 each at International Airport, and each accident and \$500,000 aggregate products for bodily injury, and \$100,000 each accident and \$100,000 aggregate products for property damage at Stinson Municipal Airport.
Premium: \$1,070.01.
- m. Official Bond, for the period 8-1-62 to 8-1-63, which covers the position of Director of Finance in the amount of \$100,000.
Premium: \$500.00.

n. Comprehensive Glass Policy, for the period 8-1-62 to 8-1-65. Provides coverage for breakage of galss described in the policy located at Interational Airport, Stinson Field, Mc Allister Building at La Villita and City Hall Annex.
Premium: \$6,412.03.

o. Boiler and Machinery Policy, for the period 8-1-62 to 8-1-65. Provides explosion and full replacement coverage on all boilers and gas fired waters heaters in the City-owned buildings and Rilling Road Disposal Plant.
Premium: \$2,725.72.

p. Fire, Extended Coverage, Vandalism and Malicious Mischief Policy for the period 8-1-62 to 8-1-65, which provides coverage as follows:

Police-Fire Radio Station, Woodlawn Lake:	
Tower	\$2,000
Building	\$2,000
Contents	\$2,000
Police-Fire Radio Station, 320 S. Laredo Street:	
Building	\$1,000
Contents	\$4,000

(Coverage at 320 S. Laredo Street is for the period 8-16-62 to 8-1-65.)
Premium: \$143.27.

q. Endorsement to American and Foreign Insurance Company Policy No. APP 36 98, extending the City's fire and extended coverage insurance to include the new addition to Main Terminal Building, International Airport, in the amount of \$725,000 (80% coinsurance) for the period 6-16-62 to 8-15-63 and branch libraries for the period 8-16-62 to 8-15-63, in amounts as follows:

Landa, Building and Contents, (80% coinsurance)	\$138,000
Prospect Hill, Building and Contents, (80% coinsurance)	44,000
San Pedro, Building and Contents, (80% coinsurance)	\$ 66,000
Carver, Contents only (80% coinsurance)	\$ 20,000
Roosevelt, Building and Contents (80% coinsurance)	\$ 58,000
South San Antonio, Contents only,	\$ 12,000

Premium: \$1,400.27.

2. That payments of insurance and bond premiums required on policies and bond described hereinbefore, is hereby authorized as follows:

- The sum of \$31,490.52 to Arthur G. Randol, 2002 N. St. Mary's Street, San Antonio 12, Texas.
- The sum of \$762.00 to Piper, Stiles and Ladd, National Bank of Commerce Building, San Antonio 5, Texas.
- The sum of \$669.93 to Grothaus Company, Milam Building, San Antonio 5, Texas.
- The sum of \$6,661.20 to Fred W. Riley, Milam Building, San Antonio 5, Texas
- The sum of \$7,482.04 to L.C. Beery Agency, 419 Camden Street, San Antonio 2, Texas.
- The sum of \$2,725.72 to Joe S. Sheldon, Milam Building, San Antonio 5, Texas.
- The sum of \$2,043.54 to F.F. Ludolph and Company, 827 Gunter Building, San Antonio 5, Texas.

3. PASSED AND APPROVED this day of august, the 29th.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,712

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE REFUNDS TO VARIOUS CONCERNS AND INDIVIDUALS DUE TO DOUBLE PAYMENTS 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 refunds out of Account 303 to the following named concerns and individuals, as indicated:

Amount: \$206.02

Payable to: Nell R. Goodman
2901 Roosevelt Avenue
City

REASON: REFund of double payment on N.E. 349.67 ft.
of S.W. 641.3 ft. S.E. 5 Ft. of 10 and NE Irr. 382.86
ft. of S.W. 641.3 ft. of N.W. Irr. 22.73 ft. of 12, New
City Block 7665, Account No. 524-612-2-2 on 1961 taxes.
Payment made June 7, 1962, and again July 31, 1962.

Amount: \$468.83

Payable to: Mr. Richard M. Landsman
c/o Mr. Jack Miller
P.O. Box 7247
Corpus Christi, Texas

REason: REFund of double payment on 6.02 Ac. out of Share 2 or B, New City Block 8947 & 8950. Account No. 548-807-9-2. Payment made July 31, 1962, and again July 31, 1962.

Amount: \$407.50

Payable to: Kargl Company, Inc.
8123 Broadway
City

REason: REFund of double payment on Lot 35 (0.796 Acres), New City Block 11880, Account No. 596-3114-9-2. The 1961 taxes were paid May 16, 1962, and again July 31, 1962.

Amount: \$476.11

Payable to: H.B. Zachry Properties, Inc.
Tower Life Building
City

REason: REFund of double payment on Lot 1, New City Block 12693, Account No. 608-2238-9-9-9-1. The 1961 taxes were paid on July 12, 1962, and again July 31, 1962.

Amount: \$216.55

Payable to: Jack Allensworth
535 E. Dewey Place
City

Reason: REFund of double payment on Lot E. 46 ft. of 9 and W. 16.5 ft. of 10, Block 3, New City Block 2964, Account No. 45-2966. The 1961 taxes were paid May 30, 1962, and again July 31, 1962.

Amount: \$298.84

Payable to: Santone Sales Co.
121 Navarro Street
City

REason: REFund of double payment on Lot 11, Block 9, New City Block 9138, Account No. 551-855. The 1961 taxes were paid June 14, 1962, and again on July 31, 1962.

Amount: \$1,200.82

Payable to: Clifford L. Hagy Properties, Inc.
314 Northridge Drive
City

Reason: REFund of double payment on Lot Tract 6 5.352 Ac., New City Block 12172, Account No. 602-965-9-2. Payment made June 8, 1962, and again August 20, 1962.

Amount: \$931.32

Payable to: Pilot Life Insurance Company
Box P
Greensboro, N.C.

REason: REFund of double payment on Lot 1, Block 4, New City Block 12474, Account No. 168-2587. Payment made July 31, 1962, and again August 20, 1962.

Amount: \$462.45

Payable to: Ben Rodriguez Super Market
125 Highway 90 West
City

Reason: REFund of double payment on Account No. 533-739 amount \$381.29, No. 533-738 amount \$26.57, No. 533-736 amount \$19.29, No. 533-740 amount \$4.91, and No. 533-741 amount \$30.39. Payment made July 12, 1962, and again August 14, 1962.

Amount: \$602.78

Payable to: Highland Park State Bank
512 Highland
City

REason: REFund of double payment on Lot 6 (8 Ac.), New City Block 11178, Account No. 584-2817. The 1961 taxes were paid twice July 31, 1962.

PASSED AND APPROVED this 29th day of August, 1962.

AN ORDINANCE 30,713

AUTHORIZING THE DIRECTOR OF FINANCE TO SELL SIXTY-FOUR VEHICLES LOCATED AT THE

ZARZAMORA SERVICE CENTER AND MAKING AND MANIFESTING A BILL OF SALE TO THE SUCCESSFUL BIDDER.

* * * * *

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

1. The following high bid submitted for the pruchase of sixty-four vehicles located at the Zarzamora Service Center, 4419 South Zarzamora Street, San Antonio, Texas as submitted by Jim Dunworth, 927 Broadway is hereby accepted:

Bidder:	Lots #	Location	Amount
Jim Dunworth	#1 thru #64	Zarzamora Service Center	\$16,420.00

2. All other bids on the above named lots are hereby rejected.

3. This ordinance makes and manifesta a bill of sale to the sucessful bidder named in paragaph #1 hereof to the sixty-four vehicles on which he was successful bidder, subject, however, to the conditions contained in the bid forms and proposals are expressly made a part thereof, and incorporated herein, by reference, and full compliance with such terms and conditions precedent to the acquisition by the sucessful bidder named in paragraph #1. Time is of essence of these sales and the buyer must comply with said terms and conditions strictly w within the time presceibed in said bid forms and proposals.

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

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30, 714

ACCEPTING THE PROPOSALS OF AND MANIFESTING CONTRACTS WITH COMMERCIAL RECORDER, SAN ANTONIO LIGHT AND EXPRESS PUBLISHING COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF OFFICIAL LUBLICATION SERVICE (LEGAL AND GENERAL INTEREST ITEMS) FOR A PERIOD OF COMMENCING ON DATE OF ACCEPTANCE BY THE CITY COUNCIL AND TERMINATING JULY 31, 1963.

* * * * *

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

1. The attached Bidders Proposals of Commerical REcorder, San Antonio Light and Express Publishing Company to furnish the City of San Antonio with all requirements of official publication service (legal and general interest items) for period commencing on date of acceptance by the City Council and terminating July 31, 1963 is hereby accepted as follows:

I. Official Publication - legal notices

Commercial Recorder

- a. Price perline of WORK specimen attached \$.08
- b. Price per inch (12 lines per inch) .96

II. General Interest Items

San Antonio Light

- a. Price per line of WORK specimen attached \$.16
- b. Price per inch (size of type 5 1/2 point) 2.08

Express Publishing Company

- a. Price per line of WORK specimen attached \$.15
- b. Price per inch (size of type 6 point) 1.95

2. This ordinance makes and manifests a contract with the above mentioned firms to furnish the requirements of official publication service (legal and general interest items) for the City of San Antonio for period commencing on date of acceptenace by the City Council and terminating July 31, 1963. The City of San Antonio hereby agrees to purchase all its requirements of official publication service from the above listed firms during stated contract period and according to the terms of the Bidders Proposals 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 29th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk/

AN ORDINANCE 30,715

CLOSING AND ABANDONING A PORTION OF AN ALLEY RIGHT-OF-WAY LYING BETWEEN LOT 1, NCB 3796 AND LOTS 2 AND 3, NCB 1594 AND AUTHORIZING EXECUTION OF A QUITCLAIM OF SAID AREA TO HARRY P. SPAHN AND WIFE MARTHA SPAHN IN CONSIDERATION FO A DEDICATION TO THE PUBLIC OF A PORTION OF LOTS 2 AND 3, NCB 1594 BY HARRY P. SPAHN AND WIFE MARTHA SPAHN.

* * * * *

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

1. A portion of an alley right-of-way lying between re-designated Lot 1, NCB 3796 and Lots 2 and 3, NCB 1594, in the City of San Antonio is hereby closed and abandoned. A copy of the field notes describing such area, is attached hereto and incorporated herein.

2. The City Manager is authorized to execute a Quitclaim of the aforementioned area to Harry P. Spahn and wife Martha Spahn in consideration of the dedication to the public of a portion of re-designated Lots 2 and 3, NCB 1594 by Harry P. Spahn and wife Martha Spahn, A copy of the Quitclaim is attached hereto and incorporated herein for all purposes. Said quitclaim shall not be delivered until the area desciebed therein has been replatted with the approval of the Planning Commission.

3. PASSED AND APPROVED this 29th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,716

APPROPRIATING THE SUM OF \$118,699.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR US. 90 WEST PROJECT, MILITARY DRIVE S. (LOOP 13) SECTION A, STORM DRAINAGE #58, GUADALUPE STREET GRADE SEPARATION, SUNSHINE PAVING PROJECT, GARNETT AVENUE EXTENSION (NCB 7645) AND ACCEPTING ONE LICENSE AND ONE QUITCLAIM FOR STORM DRAINAGE PROJECT #43.

* * * * *

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

1. The sum of \$56,649.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

a. \$4,600.00 payable to Stewart Title Company as escrow agent for Simplicio M. Villarreal also known as Samuel M. Villarreal and Bertha Villarreal for title to 0.0096 of one acre of land, more or less, same being out of and a part of Lot 98, New City Block 6724, being Parcel 153-4453.

b. \$6,750.00 payable to Stewart Title Company as escrow agent for Pablo G. Rodriguez for title to 0.0944 of an acre of land, more or less, same being out of and a part of Lot 35, Block 7, NCB 6318, being Parcel 162-4462.

c. \$17,400.00 payable to Stewart Title Company as escrow agent for Troy Elmo Selsor and Ruth Rum Selsor for title to 0.0686 of an acre of land, more or less, same being out of and a part of Lots 3 and 4, Block 5, NCB 3488, being Parcel 209-4509.

d. \$12,985.00 payable to Stewart Title Company as escrow agent for Edwin B. Rum and Alma Rum for title to 0.1978 of an acre of land, more or less, same being out of and a part of Lots 5, 6, 7 and 8, Block 5, NCB 3488, being Parcel 210-4510.

e. \$8,774.00 payable to Stewart Title Company as escrow agent for Louisy M. Barrientes and Elvira G. Barrientes for title to Lot "G", NCB 11,318, being Parcel 682-4982.

f. \$3,140.00 payable to Stewart Title Company as escrow agent for Kathryn Miller, a widow, Patricia Nash and Joseph Nash for title to 0.0380 of one acre of land, more or less, same being out of and a part of Lots 45 and 46, Block 33, NCB 8115, being Parcel 686-4986.

g. \$3,000.00 payable to Gus A. Siebeneicher and Myrtle Siebeneicher for title to 0.0378 of one acre of lan, more or less, same being out of and a aprt of Lot 46, Block 33, NCB 8115, being Parcel 687-4987.

Copies of the Sarranty 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 Particip ation Agreement on this project between the City and the Texas Highway Department.

2. The sum of \$18,300.00 is hereby appropriated out of Street Right-of-Way Purchase Bonds, 1957, #479-12 for acquisition of right of way for Military Drive S. (Loop 13) Section A as follows:

a. \$17,500.00 payable to Guarnaty Abstract and Title Company as escrow agent for E.K. Halbert and Annie Mae Halbert for title to part of Lots 9 and 10, Block 6, NCB 8779, being Parcel 4222.

b. \$800.00 payable to Alamo Abstract & Title Company as escrow agent for L.F. Smith for title to the North 10.00 feet of Lot 12, Block 1, NCB 11253, being Parcel 4244.

A copy of each of the aforementioned instruments is filed herewith and incorporated

herewith and incorporated herein by reference.

3. The sum of \$3,750.00 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. \$3,350.00 payable to Guardian Abstract & Title Company as escrow agent for O.J. Bandy and Ida Bandy for easement over a tract of land out of Tract A-5, NCB A-22, being Parcel 5178, and \$100.00 payable to Guardian Abstract & Title Company as escrow agent for O.J. Bandy and Ida Bandy for title to a vacancy situated in NCB A-22, being Parcels 5175 & 5179.

b. \$300.00 payable to Guardian Abstract & Title Company as escrow agent for Jessie F. Cerda and Jerome Epstein for easement over a tract of land out of NCB 6102, Lot 20, being Parcel 5275-A.

c. License Agreement for the temporary use of the South 15.0 feet of Lot 4, NCB 7345 granted by Lilia G. Flores, Jose A. Flores, Isolina G. Cardenas and Jesus M. Cardenas is hereby accepted. Parcel E-473. 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.

4. The sum of \$1,500.00 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. \$750.00 payable to Guaranty Abstract & Title Company as escrow agent for Gladys Pulliam Cain for title to Lots 11 and 12, Block 5, NCB 8262, being Parcels 5396 and 5397.

b. \$750.00 payable to Guaranty Abstract & Title Company as escrow agent for John Drees, et al for title to all of Lots 42 and 43, Block 2, NCB 8265, being Parcels 5418 and 5419.

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

5. The sum of \$36,000.00 payable to Alamo Title Company as escrow agent for Ramon Casiano for title to the S. 50' of E. 100' of Lot 7, NCB 272, being Parcel 5306 for Guadalupe Street Grade Separation Project is hereby appropriated out of Guadalupe Street Grade Bonds, 1961, #479-17. A copy of the Sales Agreement is filed herewith and incorporated herein by reference for all purposes.

6. The sum of \$1,350.00 payable to Commercial Abstract & Title Company as escrow agent for Mabel V. Stacy and P.P. Stacy for title to a tract of land out of Lot 66, Block G, NCB 11558, being Parcel 5566 for Sunshine Drive Paving Project, is hereby appropriated out of Street Improvement Bonds, 1957, #479-10. A copy of the Sales Agreement is filed herewith and incorporated herein by reference for all purposes.

7. The sum of \$1,150.00 payable to Alamo Title Company as escrow agent for Federal Lumber Company, Inc., Loreto Gonzales and Ruby Irene Gonzales for title to the West 31 feet of Lot 45, Block 1, NCB 7645, being Parcel 5587 for Garnett Avenue Extension in NCB 7645 is hereby appropriated out of General Fund Account #50-03-01. A copy of the Sales Agreement is filed herewith and incorporated herein by reference for all purposes.

8. PASSED AND APPROVED this 29th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

(Ordinance 30710 Airport Lease)

STATE OF TEXAS } SAN ANTONIO INTERNATIONAL AIRPORT LEASE
 })
COUNTY OF BEXAR })

THIS AGREEMENT, entered into by and between the City of San Antonio, A Texas Municipal Corporation, acting by and through David A. Harner, its Assistant City Manager, pursuant to Ordinance No. 30710 adopted August 29th, 1962, (hereinafter called "Lessor"), and Robert H. Fee, Inc., Rt. 13, Box 491B, Corporation Incorporated under the Laws of Texas.

(hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

A. Building: 5,497 sq. ft. in Bldg. 130 (Bay #5)
B. Ground: 8,497 sq. ft.

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>Rental</u>
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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 the common average of the two averages 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 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 or 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 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 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'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 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 30,717

AUTHORIZING THE ACCEPTANCE OF A LICENSE AGREEMENT FOR AN EASEMENT FROM SOUTHERN PACIFIC COMPANY FOR THE USE OF CERTAIN CARRIER PROPERTY IN CONNECTION WITH STORM DRAINAGE PROJECT #39; APPROPRIATING THE SUM OF \$25.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BOND FUND #479-16 PAYABLE TO SOUTHERN PACIFIC COMPANY FOR SAID EASEMENT.

* * * * *

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

1. The City Manager is hereby authorized to accept the license agreement and easement granted by the Southern Pacific Company for the use of certain Carrier property in connection with Storm Drainage Project #39. A copy of said License Agreement is attached hereto and incorporated herein by reference. (Parcel 5496)
2. The sum of \$25.00 is hereby appropriated out of Highway 90 West Expressway Bond Fund #479-16 payable to Southern Pacific Company for the said easement.
3. PASSED AND APPROVED this 29th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,718

DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN BRIVATELY-OWNED REAL PROPERTY WITHIN THE CORP ORATE LIMITS OF THE CITY OF SAN ANTONIO, FOR PUBLIC PURPOSES, TO-WIT: THE ACQUISITION OF RIGHT - OF-WAY REQUIRED FOR LOOP 13 HIGHWAY BETWEEN U.S. HIGHWAY 81 AND SOMERSET ROAD; 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: Acquisition of right-of-way required for Loop 13 Highway between U.S. Highway 81 and Somerset Road 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 ,ush 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 29th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,719

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: THE ACQUISITION OF RIGHT-OF-WAY FOR THE CONSTRUCTION OF GUADALUPE STREET GRADE SEPARATION; 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: Acquisition of rights-of-way for Guadalupe Street Grade Separation Project 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 29th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,720

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U.S. 90 WEST EXPRESSWAY PROJECT; MILITARY DRIVE SOUTH (LOOP 13) SECTION A, PROJECT; STORM DRAINAGE #39 PROJECT; KELLY ACCESS ROAD PROJECT; LOOP 410 PROJECT; GUADALUPE STREET GRADE SEPARATION PROJECT; STORM DRAINAGE #68 PROJECT; SUNSHINE DRIVE PAVING PROJECT; HARIAN STREET DRAINAGE PROJECT; STORM DRAINAGE # 58 PROJECT; STORM DRAINAGE #58 PROJECT AND SOUTH ZARZAMORA STREET WIDENING PROJECT.

* * * * *

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

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

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

for recording fee on Parcel No. 2-4302.

STEWART TITLE COMPANY.for the sum of \$ 1.80

for recording fee on Parcel No. 5-5305.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas. for the sum of \$ 3.05

for recording fee on Parcel No. 8-4308.

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

for recording fee on Parcel No. 20-4320.

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

for recording fee on Parcel No. 21-4321.

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

for recording fee on Parcel No. 23-4323.

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

for recording fee on Parcel No. 24-4324.

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

for recording fee on Parcel No. 26-4326.

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

for recording fee on Parcel No. 35-4335.

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

for recording fee on Parcel No. 39-4339.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas. for the sum of \$ 3.05

for recording fee on Parcel No. 50-4350.

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

for recording fee on Parcel No. 65-4365.

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

for recording fee on Parcel No. 102-4402.

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

for recording fee on Parcel No. 128-4428.

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

for recording fee on Parcel No. 168-4468.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas. for the sum of \$ 2.70

for recording fee on Parcel No. 197-4497.

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

for recording fee on Parcel No. 256-4556.

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

for recording fee on Parcel No. 576-4876.

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

for recording fee on Parcel No. 676-4976.

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

for recording fee on Parcel No. 677-4977.

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

for recording fee on Parcel No. 684-4984.

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

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texas. for the sum of \$ 73.15

for title company charges on Parcel No. 4209.

GEORGE C. BRITSCHGE
179 Tipperary
San Antonio, Texas. for the sum of \$ 25.00

for estimating cost of relocating stand on Parcel #4222.

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texas. for the sum of \$ 109.00

for title company charges on Parcel No. 4232.

GEORGE C. BRITSCHGE
179 Tipperary,
San Antonio, Texas. for the sum of \$ 100.00

for estimating cost of remodeling building on Parcel #4236.

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texas. for the sum of \$ 50.75

for title company charges on Parcel No. 4239.

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

for cancellation fee parcel transferred to Alamo Title Co. on Parcel No. 4244.

3. The following sums are hereby appropriated out of Highway 90 West Expressway Bond Fund #479-16, Storm Drainage Project #39, in payment for statements attached hereto:

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas. for the sum of \$ 56.70

for title company charges on Parcel No. 5499.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas. for the sum of \$ 104.80

for title company charges on Parcel No. 5502.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio 5, Texas. for the sum of \$ 92.60

for title company charges on Parcel No. 5505.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio 5, Texas. for the sum of \$ 10.00

for cancellation fee and tax certificate as parcel was dedicated on Parcel No. 5510.

4. The following sums are hereby appropriated out of Highway 90 West Expressway Bond, Fund #479-16, Kelly Access Road Project, in payment for statements attached hereto:

GUARDIAN ABSTRACT & TITLE COMPANY
626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 114.15

for title company charge on Parcel No. K-7.

GUARDIAN ABSTRACT & TITLE COMPANY
626 Petroleum Commerce Building
San Antonio, Texas. for the sum of \$264.75

for title company charges on Parcel No. K-12.

5. The following sums are hereby appropriated out of Street Right-of-Way Purchase Bonds, Series 1957, Fund #479-12, Loop 410 Project, Skyway Boulevard to Nacogdoches Road and Nacogdoches Road to Perrin-Beitel Road, in payment for statements attached hereto:

CHARLES H. NOBLE, JR.
818 Alamo National Building
San Antonio, Texas. for the sum of \$ 500.00

for appraisal services and witness, 5 days on Parcel No. 3-3732.

LEHR BROTHERS
Alamo National Building

San Antonio, Texas.for the sum of \$ 137.50
 for preparation for Eminent Domain Proceedings on Parcel No. 8B-4129.

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

for recording fee on Parcel No. 8B-4129.

STEWART TITLE COMPANY
 514-21 Brady Building
 San Antonio 5, Texas.for the sum of \$ 4.90

for recording fee of Certified Copy of Judgment on Parcel #12A-4133.

STEWART TITLE COMPANY
 514-21 Brady Building
 San Antonio 5, Texas.for the sum fo \$ 4.30

for recording fee of Certified Copy of Judgment on Parcel #10-4131.

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

for recording fee on Parcel No. 20-4139.

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

ALAMO TITLE COMPANY
 201 W. Travis Street
 San Antonio 5, Texas.for the sum of \$87.50

for title company charges on Parcel No. 5294.

ALAMO TITLE COMPANY
 201 W. Travis Street
 San Antonio 5, Texas.for the sum of \$ 77.20

for title company charges on Parcel No. 5300.

ALAMO TITLE COMPANY
 201 W. Travis
 San Antonio 5, Texas.for the sum of \$103.80

for title company charges on Parcel No. 5303.

ALAMO TITLE COMPANY
 201 W. Travis Street
 San Antonio 5, Texas.for the sum of \$ 130.80

for title company charges on Parcel No. 5303.

ALAMO TITLE COMPANY
 201 W. Travis Street
 San Antonio 5, Texas.for the sum of \$170.30

for title company charges on Parcel No. 5309.

7. the following sum is hereby appropriated out of Storm Drainage Bond, Series 1956, Fund #479-03, Storm Drainage #68 Project, in payment for statement attached hereto:

FRED HUNTRESS
 Bexar County Court House
 San Antonio 5, Texas.for the sum of \$ 3.10

for bill of costs on Parcel No. E-220.

8. The following sum is hereby appropriated out of Street Improvements Bonds, Series 1957, Fund No. 479-10, Sunshine Drive Paving Project, in payment for statement attached hereto:

COMMERCIAL ABSTRACT & TITLE COMPANY
 1010 Alamo National Building
 San Antonio 5, Texas.for the sum of \$ 73.05

for title company charges on Parcel No. 5561.

9. The following sum is hereby appropriated out of Expressway and Street Improvement Bond, Series 1955, Fund #478-01, Harlan Street Drainage Project, in payment for statement attached hereto:

FRED HUNTRESS
 Clerk County Court-at-Law #2
 Bexar County Court House
 San Antonio 5, Texas.for the sum of \$ 10.00

for court costs on Parcel No. E-288-E-311.

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

attached hereto:

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texas.for the sum of \$ 73.15

for title company charges on Parcel No. 5384-5385.

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texas.for the sum of \$ 51.85

for title company charges on Parcel Nos. 5459-5460.

11. The following sum is hereby appropriated out of Street Improvement Bond, Series 1957, Fund No. 479-10, South Zarzamora Street Widening Project, in payment for statement attached hereto:

FRED HUNTRESS
Clerk County Court-at-Law #1
Bexar County Court House
San Antonio 5, Texas.for the sum of \$.95

for court charges on Parcel No. 3315.

12. PASSED AND APPROVED this 29th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,721

ACCEPTING THE ASSIGNMENT OF THE CONTRACT TO FURNISH FOOD AND BEVERAGES AT WILLOW SPRINGS AND RIVERSIDE GOLF COURSES MANIFESTED BY ORDINANCE NO. 29874 FROM BUDDY HARRIS TO MRS. VELMA AWALT TO BECOME EFFECTIVE SEPTEMBER 1, 1962.

* * * * *

WHEREAS, Mr. Buddy Harris entered into a contract with the City of San Antonio to furnish food and beverages at Willow Springs and Riverside Golf Courses for three (3) years ending October 11, 1964; and

WHEREAS, this contract manifested by Ordinance No. 29874, was passed and approved on October 11, 1961; and

WHEREAS, Mr. Buddy Harris has assigned said contract to Mrs. Velma Awalt because of necessitous circumstances; and

WHEREAS, Mrs. Velma Awalt is ready, willing and able to furnish food and beverages at Willow Springs and Riverside Gold Courses pursuant to said contract manifested by Ordinance No. 29874; and

WHEREAS, it is in the best interest of the City of San Antonio to consent to the assignment of said contract to Mrs. Velma Awalt; NOW, THEREFORE,

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

1. The assignment of the contract manifested by Ordinance No. 29874, passed and approved October 11, 1961, from Mr. Buddy Harris to Mrs. Velma Awalt is hereby accepted and shall be recognized as of September 1, 1962.

2. PASSED AND APPROVED this 29th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,722

ESTABLISHING HOLIDAYS TO BE OBSERVED BY THE CITY EMPLOYEES DURING THE FISCAL YEAR 1962-1963.

* * * * *

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

1. The following are hereby declared holidays to be observed by City employees during the period from August 1, 1962, through July 31, 1963:

- (1) Labor Day Monday, September 3, 1962
- (2) Memorial Thursday, May 30 1963
- (3) Thanksgiving Day Thursday, November 22, 1962
- (4) Christmas Eve Day Monday December 24, 1962
- (5) Christmas Day Tuesday December 25, 1962
- (6) New Year's Day Tuesday, January 1, 1963
- (7) Battle of Flowers Parade 1/2 Day - Friday, April 26, 1963
- (8) Independence Day Thursday, July 4, 1963

2. All employees who are required to work on the above designated holidays shall be given equal time off in lieu thereof.

ATTEST: J.H. INSELMANN

M A Y O R

W.W. McAllister

AN ORDINANCE 30,723

AUTHORIZING THE EXPENDITURE OF THE SUM OF \$4,000.00 FROM SPECIAL PROJECTS ACCOUNT 09-21-01 FOR BRUSH COLLECTION EQUIPMENT FOR THE PURPOSE OF CONSTRUCTING TRAILERS.

* * * * *

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

- 1. The expenditure of the sum of \$4,000.00 from Special Projects Account 09-21-01 for the purpose of constructing brush hauling trailers is hereby authorized.
- 2. PASSED AND APPROVED this 29th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,724

PROVIDING AN INCREASE IN SALARY FROM \$795 TO \$830 PER MONTH FOR MIKE M. MACHADO, PRESIDING JUDGE OF CORPORATION COURT, AND FROM \$735 TO \$770 PER MONTH FOR LAWRENCE C. LANG, JUDGE OF CORPORATION COURT, RETROACTIVE TO AUGUST 1, 1962.

* * * * *

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

- 1. The salary of Mike M. Machado, Presiding Judge of Corporation Court, is hereby increased from \$795 per month to \$830 per month.
- 2. The salary of Lawrence C. Lang, Judge of Corporation Court, is hereby increased from \$735 per month to \$770 per month.
- 3. Said increases in salary are retroactive to August 1, 1962.
- 4. PASSED AND APPROVED this 29th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,725

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE BETWEEN THE CITY OF SAN ANTONIO AND THE ADULT EDUCATION CENTER OF SAN ANTONIO.

* * * * *

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

- 1. The City Manager is hereby authorized to execute a lease between the City of San Antonio and the Adult Education Center of San Antonio for the use of the First Floor of the building situated on Lot 12, New City Block 180, Ursuline Addition, San Antonio, Bexar County, Texas, from month to month, commencing September 1, 1962 and ending December 31, 1962, at a monthly rental fee of \$75.00.
- 2. The lease is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 29th day of August, 1962.

W.W. McAllister

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

STATE OF TEXAS
COUNTY OF BEXAR

||
||
||

KNOW ALL MEN BY THESE PRESENTS:-

This contract makes and manifests a lease between the City of San Antonio, a municipal corporation, of Bexar County, Texas, hereinafter called "Lessor", and the Adult Education Center of San Antonio, a non-profit corporation incorporated under the laws of the State of Texas hereinafter called "Lessee",

W I T N E S S E T H :

- 1. The Lessor does by these presents lease and demise unto Lessee the first floor of

the building situated on Lot 12, New City Block 180, Ursuline Addition, San Antonio, Bexar County, Texas, from month to month, commencing September 1, 1962, and ending December 31, 1962. Said monthly rental shall be \$75.00 per month and shall be paid to the Director of Finance, Second Floor, City Hall, San Antonio, Texas.

- 2. Said Lessee shall pay for all utilities used on the leased premises.
- 3. Lessee agrees to keep said premises in a neat, clean and respectable condition.'
- 4. Lessee shall not make any alterations, additions, or improvements to the demised premises without the consent of the City Manager of the City of San Antonio.
- 5. Lessee further covenants and agrees that he will not assign this lease nor sublet the whole or any part thereof, nor make or allow to be made any unlawful, improper or offensive use thereof. It shall be lawful for the Lessor, at any reasonable time, to enter into and upon the above described premises to examine the condition thereof.
- 6. Lessee shall, at the expiration of the term of this lease, peaceably yield up unto Lessor, all and singular, the demised premises in a reasonably good and clean condition.
- 7. 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.
- 8. Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$25,000 for one person and \$50,000 for one accident on bodily injury 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.

EXECUTED this 29th day of August, 1962.

CITY OF SAN ANTONIO, Lessor

BY: _____
Assistant City Manager

ADULT EDUCATION CENTER OF SAN ANTONIO, Lessee

BY: _____

(Title)

(Mail Address)

AN ORDINANCE 30,726

amended and 31681, 8-14-63
amended and 31046 1-23-63

APPROVING THE UNDERTAKING OF A GENERAL NEIGHBORHOOD PLAN AS PROJECT NO. 3 BY THE URBAN RENEWLA GENCY FOR THE CITY OF SAN ANTONIO AND AUTHORIZING SAID BODY TO FILE AND APPLY FOR AN ADVANCE OF FEDERAL FUNDS FOR SAID PRUPOSE.

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

WHEREAS, under Section 102 (d) of said Title I, the Housing and Home Finance Administra- tor may make advances of funds for the preparation of Genral Neighborhood Renewal Plans for ur- ban renewal areas of such scope that the urban renewal activities therein may have to be carried out in stages over a period of not more than 10 years; and

WHEREAS, it is desirable and in the public interest that the Urban Renewal Agency of the City of San Antonio prepare such a General Neighborhood Plan in the area proposed as an Urban Renewal Area situated in the City of San Antonio, County of Bexar, State of Texas, and described as follows:

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

THENCE Northerly along the meanderings of the San Pedro Creek to an intersection with the U.S. 81 North Expressway;

THENCE in a northeasterly and easterly direction along the Southern boundary of said expressway to an intersection with the eastern boundary of proposed Highway 37;

THENCE in a southwesterly direction along the Eastern boundary of proposed Highway 37 to an intersection with Walnut Street;

THENCE Southerly along the eastern boundary of Walnut Street to an intersection with Dakota Street;

THENCE Westerly along the southern boundary of Dakota Street to an intersection with Goliad Street;

THENCE Northwesterly along the Southern boundary of Goliad Street to an intersection with Matagorda Street;

THENCE Southwesterly along the eastern boundary of Matagorda Street to an intersection with Camargo Street;

THENCE Northwesterly 1 block on the southern boundary of Camargo Street to an intersection with So. St. Marys Street;

THENCE Northwesterly along the western boundary of So. St. Marys Street to an intersection with King William Street;

THENCE in a Southwesterly direction along the Southern boundary of King William Street to an intersection with Washington Street;

THENCE in a Southwesterly direction along the eastern boundary of Washington Street to an intersection with Arsenal Street;

THENCE in a Westerly direction along the Southern boundary of Arsenal Street to an intersection on the Western boundary of the M.K. & T. Railroad, same point being most southerly corner of Urban Renewal Project Central West Area No. 1, Tex. R-39.

THENCE in a Northwesterly direction along the boundary of Urban Renewal Project Central West Area, No. 1, Tex. R-39 to an intersection with Durango Street;

THENCE Easterly along the Southern boundary of Durango Street to an intersection with the western boundary of the M.K. & T. Railroad, same point being a conjunctive point of Urban Renewal Project, Central West Area, No. 1, Tex. R-39;

THENCE Northerly along the Eastern boundary of Urban Renewal Project Central West Area No. 1, Tex. R-39, to an intersection with Dolorosa Street the place of BEGINNING.

NOW, THEREFORE,

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

1. The proposed Urban Renewal Area described above is an area of such scope that it is estimated that the urban renewal activities therein may have to be carried out in stages over a period of not more than 10 years.

2. The undertaking by the Urban Renewal Agency of the City of San Antonio of the preparation of a General Neighborhood Renewal Plan for the proposed Urban Renewal Area described above is hereby approved.

3. It is cognizant of the intention of the Urban renewal Agency of the City of San Antonio to undertake an urban renewal project promptly upon completion of the General Neighborhood Renewal Plan and the preparation of an urban renewal plan for such project, which project shall embrace at least 10 percent of the Urban Renewal Area and shall be of the character contemplated by Section 110 (c) of said Title 1.

4. It is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal assistance under Title 1, including the requirements that a Central Neighborhood renewal Plan conform to the Workable Program of the community, as set forth in Section 101 (c) of Title I, and to a general plan of the locality as a whole, as well as those requiring a feasible method of relocation and the provision of necessary local grants-in-aid.

5. It is the intention of this body that the General Neighborhood Renewal Plan will be used to the fullest extent feasible as a guide for the provision of public improvements in such Area and that the Plan will be considered in formulating codes and other regulatory measures affecting property in the Area and in undertaking other local governmental activities pertaining to the development, redevelopment, rehabilitation, and conservation of the Area.

6. The Urban Renewal Agency of the City of San Antonio is hereby authorized to apply for an advance of funds from the Renewal Plan for the Urban Renewal Area described above and said filing is hereby approved. The estimated amount of funds required for said General Neighborhood Renewal Plan now estimated to be \$161,910.00.

7. PASSED AND APPROVED this 29th day of August, 1962.

W.W. McAllister'

M A Y O R

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,727

AUTHORIZING THE EL MONTAN MOTEL TO CONSTRUCT A CANOPY OVER PUBLIC PROPERTY AT 6806 SAN PEDRO.

* * * * *

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

1. A permit is hereby granted to the El Montan Motel to construct a canopy over public property at 6806 San Pedro.

2. Roof of said canopy shall be not less than twelve (12) feet in height and the face

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 zoing 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 30,729

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 property 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 public for inspection.

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