AN ORDINANCE 27,409

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THE STRAUS FRANK COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS TRAFFIC MAINTENANCE WITH CERTAIN ELECTRICAL SUPPLIES FOR A TOTAL OF $1831.69

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

1. The attached low qualified bid of the Straus Frank Company, dated March 11, 1959, to furnish the City of San Antonio Department of Public Works, Traffic Maintenance with certain electrical supplies for a total of $1,831.69 less 1%-30 days, is hereby accepted.

2. Payment to be made from General Fund 1-01 - Department of Public Works, Account 09-08-02 Code 5-20.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,410

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GOLDTHWAITE'S TEXAS TORO COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS WITH 30 TONS OF FERTILIZER FOR A TOTAL OF $2,010.00

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

1. The attached low qualified bid of Goldthwaite's Texas Toro Company, dated March 16, 1959 to furnish the City of San Antonio Department of Parks and Recreation with 30 tons of fertilizer for a total of $2,010.00 is hereby accepted.

2. Payment is to be paid as follows:

Account	Fund	Amount
11-03-02	1-01	1,206.00
30-01-01	2-01	804.00
		$ 2,010.00

3. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,411

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THE FEDERAL ENVELOPE COMPANY TO FURNISH THE CITY OF SAN ANTONIO CENTRAL STORES WITH CERTAIN PRINTED ENVELOPES FOR A TOTAL OF $1190.40

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

1. The attached low qualified bid of the Federal Envelope Company, dated March 11, 1959, to furnish the City of San Antonio, Purchasing Division - Central Stores with certain printed envelopes for a total of $1,190.40 is hereby accepted.

2. Payment to be made from Working Capital 6-01 Code 6-01 in the amount of $1190.40

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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2 ordinance Book II
3-19-59
12-10-59
San Antonio, Tx

AN ORDINANCE 27,412

AUTHORIZING THE DIRECTOR OF FINANCE TO PAY THE SAN ANTONIO RIVER AUTHORITY $21,664.66 OUT OF 479-14 SANITARY SEWER IMPROVEMENT BOND FUND, 1957 SERIES AS CITYS PARTICIPATION IN CERTAIN SEWER IMPROVEMENT PROJECTS

WHEREAS, the City in Ordinance No. 25118, passed and aproved May 29, 1957, agreed to participate with the San Antonio River Authority in the reconstruction of existing sanitary sewer facilities; and

WHEREAS, the City has received a bill from the authority in the amount of $21,664.66 for the construction of a sanitary siphon crossing San Pedro Creek at San Marcos Street, Project S-31-5R; and

WHEREAS, it is the recommendation of the Director of Public Works that said sum be paid the River Authority; NOW THEREFORE:

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

1. The Director of Finance is hereby authorized to pay the San Antonio River Authority $21,664.66 out of Sanitary Sewer Improvement Bond Fund, 1957 Series; said sum constituting the City's share in cost of the construction of Project S-31-5R.

2. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,413

APPROPRIATING AN ADDITIONAL $22.24 OUT OF 479-14 SANITARY SEWER BOND FUND, 1957 SERIES, TO COVER FINAL COST IN CONSTRUCTION OF SANITARY SEWER PROJECT S-22-B (BROADWAY AND CROWNHILL)

WHEREAS, the City contracted with H. B. Zachry for the construction of 6" sewer stubs on Broadway and Crownhill, Sanitary Sewer Project S-22-B; and

WHEREAS, the final cost is $22.24 above the amount appropriated in Ordinance No. 27106; and

WHEREAS, it is the recommendation of the Director of Public Works that said increase be paid H. B. Zachry Co.; NOW THEREFORE:

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

1. The sum of $22.24 is hereby appropriated out of 479-14 Sanitary Sewer Bond Fund, 1957 Series, payable to H. B. Zachry Co., in connection with the construction of Sanitary Sewer Project S-22-B.

2. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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Jt 35 frontage streets with this one

AN ORDINANCE 27,414

AN ORDINANCE PROVIDING FOR THE INSTALLATION, CONSTRUCTION, EXISTENCE, USE, OPERATION, AND MAINTENANCE OF HIGHWAY TRAFFIC SIGNAL(S) AT THE INTERSECTION(S) SHOWN ON EXHIBIT NO. 1, ATTACHED HERETO AND MADE A PART HEREOF, IN THE CITY OF SAN ANTONIO, TEXAS AND AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE, AND THE CITY SECRETARY TO AFFIX THE CORPORATE SEAL AND ATTEST THE SAME, A CERTAIN CONTRACT BETWEEN THE CITY AND THE STATE OF TEXAS PROVIDING FOR: THE INSTALLATION, CONSTRUCTION, EXISTENCE, USE, OPERATION, AND MAINTENANCE OF SAID HIGHWAY TRAFFIC SIGNAL(S); PAYMENT, BY THE STATE OF TEXAS, OF THE INSTALLATION AND CONSTRUCTION COSTS; PAYMENT BY THE CITY OF THE COST OF OPERATING AND MAINTAINING THE HIGHWAY TRAFFIC SIGNAL(S) AND ALL THE POWER COST FOR OPERATING SAID HIGHWAY TRAFFIC SIGNAL(S); CHANGES IN THE DESIGN OF OPERATION AND TIMING OF THE HIGHWAY TRAFFIC SIGNAL(S) AND REMOVING ANY PART OF THE HIGHWAY TRAFFIC SIGNAL(S); RETURN TO THE STATE OF ANY AND ALL PARTS OF SAID TRAFFIC SIGNAL INSTALLATION(S) REMOVED BY THE CITY; POLICE ENFORCEMENT BY THE CITY REQUIRED FOR SECURING OBEDIENCE TO THE HIGHWAY TRAFFIC SIGNAL(S);AND DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE

WHEREAS, the public convenience, safety, and necessity require that the highway traffic signal(s) be installed at the intersections(s) shown on Exhibit No. 1, attached hereto; and

WHEREAS, the State of Texas has made it known to the City that it will: (1) furnish the necessary funds for the actual construction. (2) prepare plans and specifications, (3) install said highway traffic signal(s), and (4) supervise construction, provided the city will: (1) approve the plans, specifications, and location of said highway traffic signal(s), (2) operate and maintain the signal(s), (3) pay all power costs for operating the signal(s), (4) obtain written approval of the State Highway Engineer before making any changes in the design of operation and timing of the signal(s) or before removing any part of the installation(s), (5) return any and all parts of said highway traffic signal installation(s) to the State of Texas should they be removed by the City for any reason other than for installation on a State or Federal numbered highway route at a location approved by the State of Texas, and (6) be responsible for the police enforcement required for securing obedience to the highway traffic signal(s). NOW THEREFORE:

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

Section 1. That since the public convenience, safety and necessity require it, highway traffic signal(s) be constructed and provided at the intersection(s) shown on Exhibit No. 1, attached hereto, in the City of San Antonio, Texas.

Section 2. That the State of Texas be and is hereby authorized to construct said highway traffic signal(s) at the location(s) and in the manner shown on the plans and described in the specifications attached hereto, marked "Exhibit A" and made a part hereof in all respects.

Section 3. That the City will operate and maintain the signal(s).

Section 4. That the City will pay all power costs for operating the signal(s).

Section 5. That the City will obtain written approval of the State Highway Engineer before making any changes in the design of operation and timing of the signal(s) or before removing any part of the highway traffic signal installation(s).

Section 6. That the City will return any and all parts of said highway traffic signal installation(s) to the State of Texas should they be removed by the City for any reason other than for installation on a State or Federal numbered highway route at a location approved by the State of Texas.

Section 7. That the City will be responsible for the police enforcement required for securing obedience to the highway traffic signal(s).

Section 8. That the Mayor be and is hereby authorized to execute for and on behalf of the City an Agreement and Contract with the State of Texas in accordance with and for the purpose of carrying out the terms and provisions of this Ordinance, in the form attached hereto, made a part hereof, and marked "Exhibit B." The City Secretary is hereby directed to attest the Agreement and Contract and to affix the proper seal of the City thereto.

Section 9. Whereas, an emergency is apparent for the immediate preservation of order, good government and public safety that requires this ordinance to become effective at once; therefore, upon the passage of this ordinance by a vote of at least six (6) members of the City Council, it shall be effective from and after the date of its passage as made and provided by the Charter of the City of San Antonio.

PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

(LOCATION OF INTERSECTION(S) - Intersection I.H. 35 (Expressway) Frontage Streets with Theo Avenue)

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AN ORDINANCE 27,415

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE STATE OF TEXAS CONCERNING THE ACQUISITION OF RIGHT-OF-WAY FOR SOUTHEAST EXPRESSWAY AND ITS NECESSARY APPROACHES AS OUTLINED IN STATE HIGHWAY COMMITTEE MINUTE NO. 44465; AGREEING TO THE TERMS AND CONDITIONS OF SAID MINUTE NO. 44465; AND AUTHORIZING PAYMENT TO THE STATE HIGHWAY DEPARTMENT OF $2,000,000.00 OUT OF NO. 478-01, EXPRESSWAY AND STREET IMPROVEMENT BONDS

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

1. The City Manager is hereby authorized to execute, on behalf of the City, a contract with the State of Texas, acting by and through the State Highway Commission, the contract attached hereto and made a part hereof, concerning the acquisition of right-of-way for the Southeast Expressway, in the City of San Antonio, and its necessary approaches, as outlined in State Highway Commission Minute No. 44465, dated August 27, 1958, which Minute No. 44465 is made a part of said contract.

2. The sum of $2,000,000.00, the amount fixed by said Minute No. 44465

as the City's contribution, is hereby appropriated out of No. 478-01, Expressway and Street Improvement Bond Fund, to be paid to the State Highway Department.

3. PASSED AND APPROVED this 19th day of March, A. D 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,416

ACCEPTING CERTAIN BIDS FOR THE PURCHASE AND REMOVAL OF BUILDINGS LOCATED ON CITY-OWNED PROPERTY, AND MAKING AND MANIFESTING A BILL OF SALE TO SUCCESSFUL BIDDERS

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

1. The following high bids submitted for purchase of buildings located on City owned property are hereby accepted, to be wrecked:

Parcel No.	High Bidder	Location	Amt. of Bid
2547	M. D. Crane	503 Sandau Road	326.00
2570	M. D. Crane	Sandau Road	151.00
3332	M. D. Crane	5619 S. Zarzamora	271.00

Buyers shall have thirty (30) days from date hereof to remove the above improvements and clear lots.

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

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

4. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,417

ACCEPTING CERTAIN BID FOR THE PURCHASE AND REMOVAL OF BUILDINGS LOCATED ON CITY-OWNED PROPERTY, AND MAKING AND MANIFESTING A BILL OF SALE TO SUCCESSFUL BIDDER, MINNIE MERLE HARPER

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

1. The following high bid submitted for purchase of improvements located on City-owned property, to be moved, is hereby accepted.

Parcel No.	High Bidder	Location	Amt. of Bid
2566	Minnie Merle Harper	419 Sandau Road	$1,011.00

High Bidder shall have thirty (30) days from date hereof to remove the above improvements and clear lot.

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

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

4. PASSED AND Approved this 19th day of March, A. D. 1959.

Attest;
J. Frank Gallagher, City Clerk

Mike Passur
Mayor Pro-tem

AN ORDINANCE 27,418

APPROPRIATING THE SUM OF $19,000.00 FOR DEPOSIT WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, AS THE AWARD IN CONDEMNATION OF AIRPORT PARCEL NO. 2574

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

1. The sum of NINETEEN THOUSAND AND NO/100 ($19,000.00) DOLLARS is hereby appropriated out of International Airport Bond and Construction Fund No. 803-01 Federal Airport Aid Project No. 9-41-080-5608, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of E. F. Isom; the heirs of Edna Bell Isom, Elbert E. Isom; Cyril E. Isom; Claude E. Isom; W. J. Isom; Herman H. Paulus and wife, Edna Ruther Paulus; T. H. Hendricks, according to their respective interests as may be determined by the Court. Said sum being the award of damages to the owners in the condemnation cause in the County Court of Bexar County, Texas, styled City of San Antonio vs. E. F. Isom, et al.

2. PASSED AND APPROVED this 19th day ofMarch, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,419

ACCEPTING THE LOW BID OF H. B. ZACHRY CO. FOR THE RECONSTRUCTION OF THE APRON AND TAXIWAY SERVING AAXICO AIRLINES AT INTERNATIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND AUTHORIZING THE PAYMENT OF $10,638.36 OUT OF FUND #8-01, INTERNATIONAL AIRPORT REVENUE FUND, ACCOUNT NO. 12-02-01, LANDING AREA, CODE 5-12 TO H. B. ZACHRY CO. IN CONNECTION THEREWITH

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

1. The low bid of H. B. Zachry, in the amount of $10,638.36 for the reconstruction of the Apron and Taxiway serving AAXICO Airlines is hereby accepted.

2. The City Manager is hereby authorized to enter into a contract with H. B. Zachry Co. for said reconstruction according to the terms of the bid and specifications pertaining thereto.

3. Payment of $10,638.36 out of Fund #8-01, International Airport Revenue Fund, Account No. 12-02-01, Landing Area, Code 5-12, to H. B. Zachry Co., in connection with the contract provided for in Paragraph #2, above, is hereby authorized.

4. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,420

AMENDING PARAGRAPH 1 OF ORDINANCE NO. 27294 WHICH AUTHORIZED THE EXECUTION OF A LEASE FOR SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT BETWEEN THE CITY AND ASSOCIATED AIRMOTIVE INC., AT A MONTHLY RENTAL OF $180.00 AND SUBSTITUTING A MONTHLY RENTAL OF $118.50

WHEREAS, in Ordinance No. 27294, the City Manager was authorized to execute a lease for space at International Airport, Building 135, with Associated Airmotive Inc., at a monthly rental of $180.00; and

WHEREAS, said lease being computed on the basis of $0.05 per square foot of area leased amounts to $118.50; NOW THEREFORE:

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

1. Paragraph 1 of Ordinance No. 27294, passed and approved February 5, 1959, is hereby amended to read as follows:

"1. The City Manager is hereby authorized to execute, on behalf of the City, the lease agreement attached hereto and made a part hereof whereby the City leases Building 135, San Antonio International Airport, on a month-to-month basis for storage purposes at a monthly rental of $118.50."

2. Paragraph 3. of the attached lease is also hereby corrected by the substitution of the sum of $118.50 in the place of $180.00.

3. All other provisions of the attached lease are to remain in full force and effect.

4. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,421

AMENDING PARAGRAPH (A) OF SECTION 53-25 OF THE CITY CODE, SAID SECTION CONSTITUTING PART OF THE SAN ANTONIO AREA SUBDIVISION REGULATIONS

WHEREAS, Section 53-25 OF THE City Code was amended in Ordinance No. 26544 on June 26, 1958; and

WHEREAS, said amendment inadvertently omitted certain key words in paragraph (a) of Section 53-25; NOW, THEREFORE:

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

1. Paragraph a. of Section 53-25 of the City Code, as amended, is hereby amended to read as follows:

"(a) The subdivider, prior to the last regular meeting of the Commission before the expiration of thirty (30) days from the date the plat was filed, has filed with the Commission an instrument in substantially the following form:

I, _____, do here by agree that if the proposed plat of _____(name of subdivision), filed by me for approval on the ___ day of _____, 19____, is approved by the Planning Commission of the City of San Antonio, Texas, the Director of Planning of said City may retail said plat in his possession, without recording same until I have either constructed all site improvements required under the provisions of the City of San Antonio, Planning Area Subdivision Regulations other than water, gas and electric lines, or have filed with the Director of Planning a bond equal to the cost of all such uncompleted improvements, as estimated by the Director of Public Works , guaranteeing that all such uncompleted improvements will be constructed within two (2) years from the date of such bond. Said bond shall comply with the requirements of Section 53-24, insofar as such requirements are applicable."

EXECUTED this ___ day of _____, 19___.

_____"
SUBDIVIDER

2. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,422

Sale of Prop

AUTHORIZING THE CITY MANAGER TO CONVEY BY QUITCLAIM DEED, CERTAIN PROPERTY TO MORRIS KALLISON AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT A PARCEL OF PROPERTY FROM MORRIS KALLISON AS CONSIDERATION FOR THE SAID QUITCLAIM DEED

WHEREAS, Morris Kallison is the owner of record of a triangular parcel of property now being used by the City of San Antonio as a part of the right-of-way of South Main Avenue; and

WHEREAS, the City of San Antonio now has certain rights in a triangular parcel of property of similar dimensions to the above mentioned property owned by Morris Kallison which is directly across the street from the Kallison parcel, and is now being used by Morris Kallison; and

WHEREAS, Morris Kallison has requested that an exchange of properties be arranged to eliminate this double encroachment; and

WHEREAS, the various City Departments concerned have approved the proposed exchange of properties;

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

1. The City Manager is hereby authorized to execute a Quitclaim Deed to a parcel of land constituting a portion of Lot 9, New City Block 927, San Antonio, Bexar County, Texas, more particularly described in the Quitclaim Deed attached hereto and incorporated herein by reference, to Morris Kallison, and further authorizing the City Manager to accept a Warranty Deed from Morris Kallison to a portion of Lot 9, New City Block 927, San Antonio, Bexar County, Texas, more fully described in the accompanying Warranty Deed, incorporated herein by reference, to the City of San Antonio, which Warranty Deed is the consideration of Morris Kallison to the City of San Antonio for the Quitclaim Deed previous mentioned.

2. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,423

REPEALING ORDINANCE NO. 26954; ORDINANCE NO. 26962; ORDINANCE NO. 26,993; AND ORDINANCE NO. 26995; WHICH ORDINANCES WERE ORIGINALLY PASSED AND APPROVED IN ORDER TO PROVIDE CERTAIN SUMS FROM THE GENERAL FUND FOR THE FINANCING OF GENERAL IMPROVEMENT BOND PROJECTS PRIOR TO THE SALE OF GENERAL OBLIGATION BONDS

WHEREAS, Ordinance No. 26954, authorizing the transfer of One Hundred Ten Thousand and No/100 Dollars ($110,000.00) from the Contingency Account, 1958-59 General Fund, Account No. 70-01-01 to Fund No. 479-14, Sanitary Sewer Improvement Bond Fund Series 1957; and providing for reimbursement of such amount upon receipt of additional bond funds, was passed and approved September 25, 1958; and

WHEREAS, Ordinance No. 26962 authorizing the transfer of Thirty Eight Thousand and no/100 Dollars ($38,000.00) from the Contingency Account, 1958-59 General Fund, Account No. 70-01-01 to Fund No. 479-14, Sanitary Sewer Improvement Bond Fund Series 1957; and providing for reimbursement of such amount upon receipt of additional bond funds, was passed and approved October 2, 1958; and

WHEREAS, Ordinance No. 26993, authorizing the transfer of Seventeen Thousand and no/100 Dollars ($17,000.00) from the Contingency Account, 1958-59 General Fund, Account No. 70-01-01 to Fund No. 479-11, Participation Paving Bond Fund; and providing for reimbursement of such amount upon receipt of additional bond funds, was passed and approved October 9, 1958; and

WHEREAS, Ordinance No. 26995, authorizing the transfer of Twenty Four Thousand and no/100 Dollars ($24,000.00) from the Contingency Account, 1958-59 General Fund, Account No. 70-01-01 to Fund No. 479-14, Sanitary Sewer Improvement Bond Fund; and providing for reimbursement of such amount upon receipt of additional bond funds, was passed and approved October 9, 1958; and

WHEREAS, this money was not used and is no longer needed to finance these projects; NOW THEREFORE:

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

1. The following ordinances are hereby repealed:

A. Ordinance No. 26954, passed and approved September 25, 1958;
B. Ordinance No. 26962, passed and approved October 2, 1958;
C. Ordinance No. 26993, passed and approved October 9, 1958;
D. and Ordinance No. 26995, passed and approved October 9, 1958.

2. PASSED AND APPROVED this 19th day of March, A. D 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,424

AUTHORIZING THE TRANSFER OF SEVEN (7) TAXICAB PERMITS FROM JIM HARTFIELD, DBA TEXAS TAXICAB COMPANY, TO THE RED BALL TAXICAB COMPANY, INC.

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

1. Jim Hartfield, dba Texas Taxicab Company, is hereby authorized to transfer seven (7) permits to operate taxicabs to the Red Ball Taxicab Company, Inc.

2. The transfer of said permits shall be made subject to all the provisions of Chapter 54, Article 1 (Sections 54-1 to 54-61, inclusive) of the San Antonio City Code. The Transfer herein authorized shall not relieve the said transferror of his liability under the bond required by Section 54-41 of the City Code for any acts done or committed by him, his servants, agents, or employees, prior to such transfer.

3. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,425

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT OR AGREEMENTS WITH FIRST OF TEXAS CORPORATION AND/OR HARRIS ENGINEERING & CONSTRUCTION INC., OBLIGATING THE CITY OF SAN ANTONIO TO ENFORCE COLLECTION OF CERTAIN PAVING CERTIFICATES IN PAVING PROJECT "C"; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY

WHEREAS, the City Council of the City of San Antonio has heretofore by ordinance duly passed and enacted on the 16th day of October, 1958, as amended by ordinance duly passed and enacted on the 18th day of December, 1958, determined and declared the necessity for and ordered the improvement of certain streets and avenues or portions thereof of the City of San Antonio; and

WHEREAS, the City of San Antonio has heretofore entered into a contract with Harris Engineering & Construction Inc. for the construction of such street improvements, which contract is dated the 26th day of November, 1958; and

WHEREAS, the City of San Antonio has also entered into a contract with First of Texas Corporation to act as Fiscal Agent in connection with the aforesaid improvement program; and

WHEREAS, under the terms of such contracts, it is provided that the Contractor shall not construct any improvements on that portion of a street or avenue immediately abutting any property against which the owners are not willing to execute valid liens or otherwise pay for their share of the cost of the improvements; the effect of such provisions and others of such contracts being to relieve the Fiscal Agent from the responsibility of purchasing any certificates of special assessment which may be issued to evidence the levy of a special assessment against the owners of exempt property unless such owners of such properties have executed valid mechanics' lien contracts prior to the commencement of the work under the terms of which they have agreed to pay for the cost of the improvements abutting their property; and

WHEREAS, in certain instances it has been impossible to secure the execution of mechanics' liens from the owners of exempt properties and therefore under the terms of the aforementioned contracts, any improvements constructed by the Contractor abutting such properties would be "unauthorized improvements", as such term is defined in the aforementioned contracts; and

WHEREAS, First of Texas Corporation has stated that it will be willing to authorize the construction of improvements abutting such exempt properties and will agree to purchase the certificates evidencing the assessment against the owners thereof if, but only if, the City of San Antonio agrees to enforce the collection of said certificates; and

WHEREAS, it is to the best interest of the City of San Antonio, in the opinion of the City Council, to make such an agreement, provided that in no event shall the City in any one improvement unit assume the responsibility of enforcing collection of more than five (5%) per cent of the total amount assessed against the owners of properties in such improvement unit; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to enter into an agreement or agreements with First of Texas Corporation and/or Harris Engineering & Construction Inc., binding and obligating the City of San Antonio to enforce the collection of certain identified paving certificates to be issued by the City of San Antonio to the Contractor, or its assigns, to evidence the creation by assessments of personal liabilities against the therein named owners of exempt properties, where it has not been possible to secure the execution by such owners of valid mechanics' lien contracts upon the properties, and where no valid lien may be assessed against such properties, and where in the opinion of the City Manager it will be to the benefit of the City of San Antonio that the street or avenue abutting the properties of such persons be improved; provided that in no event shall the City Manager, as to any one improvement unit, bind the City of San Antonio to enforce the collection of assessments totalling in excess of five (5%) per cent of the total amount of assessments proposed to be levied in such improvement unit. In lieu of obligating the City to enforce the collection of such certificates, the City Manager is authorized at his election to obligate the City to purchase such certificates at face value, and to acquire same for and on behalf of the City , and to pay the cost thereof out of the Street Improvement Bond Fund, 1957 Series, 479-11, and there is hereby appropriated out of such fund for such purpose the sum of EIGHT THOUSAND AND NO/100 ($8,000.00) DOLLARS.

2. PASSED AND APPROVED on this the 19th day of March A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,426

APPROPRIATING THE TOTAL SUM OF $553.12 OUT OF STORM DRAINAGE IMPROVEMENT BOND FUND, SERIES 1957, ACCOUNT NO. 479-13, PAYABLE TO FRED HUNTRESS, COUNTY CLERK OF BEXAR COUNTY, TEXAS, SUBJECT TO THE ORDER OF LILLIAN MAVERICK AND S & R BUILDING COMPANY, INC., AS FINAL JUDGMENT IN CONDEMNATION CAUSE NO. 1044

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

1. The following sums are hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1957, Account No. 479-13, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of:

a. Lillian Maverick $318.47
b. S & R Building Company, Inc. 234.65
$ 553.12

2. The sum provided for in Paragraph #1 hereof is in final payment for all claims in condemnation Cause No. 1044, prosecuted to final judgment in the County Court of Bexar County, Texas, and includes the principal sum of $543.60 with interest thereon at the rate of Six Percent (6%) per annum from December 3, 1958 to March 18, 1959.

3. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,427

Urban renewal + Personnel

AUTHORIZING THETRANSFER OF $6,266.38 FROM URBAN RENEWAL ACCOUNT 21-01-01 OF THE GENERAL FUND TO CONTINGENCY ACCOUNT 70-01-01 OF THE GENERAL FUND; AUTHORIZING AN INCREASE OF THREE PERSONNEL WITHIN THE URBAN RENEWAL BUDGET ACCOUNT 21-01-01; AND TRANSFERRING $22,448.00 FROM CONTINGENCY ACCOUNT 70-01-01 OF THE GENERAL FUND TO URBAN RENEWAL ACCOUNT 21-01-01 OF THE GENERAL FUND

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

1. The transfer of $6,266.38 from Urban Renewal Account 21-01-01 of the General Fund to Contingency Account 70-01-01 of the General Fund is hereby authorized.

2. An increase of three personnel within the Urban Renewal Budget Account 21-01-01 is hereby authorized as follows:

1 Clerk Steno II
1 Planner II
1 Draftsman II

3. The sum of $22,448.00 is hereby transferred from Contingency Account 70-01-01 of the General Fund to Urban Renewal Account 21-01-01 of the General Fund. This transfer

will provide funds for the operation of Urban Renewal for the period of January 2, 1959 through July 31, 1959, and said amount is reimburseable from the Federal Government, Urban Renewal Agency.

4. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,428

AUTHORIZING AN INCREASE OF TWO (2) CLERKS II IN THE CORPORATION COURT

WHEREAS, an increase in personnel is required to provide necessary clerical help for the night judges at Corporation Court; and

WHEREAS, the addition of two Clerks II for this purpose has been approved by the City Manager; NOW, THEREFORE:

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

1. An increase of two Clerks II in the Corporation Court is hereby authorized.

2. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J.Frank Gallagher
City Clerk

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AN ORDINANCE 27,429

APPROVING THE LOCATION OF INTERSTATE HIGHWAY 10 EXPRESSWAY (U.S. HIGHWAY 90 EAST) IN THE CITY OF SAN ANTONIO FROM INTERSTATE HIGHWAY 35 TO EAST CITY LIMITS AS ESTABLISHED BY THE STATE HIGHWAY DEPARTMENT; DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK WITHIN THE BOUNDARIES OF SUCH RIGHT-OF-WAY; AND AMENDING ORDINANCE NO. 26,605 IN ACCORDANCE HEREWITH

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

1. The location of Interstate Highway 10 from Interstate Highway 35 to the East City Limits, as shown by a Protection Map prepared by the Texas Highway Department as revised March 3, 1959, is hereby approved.

2. The aforesaid map on file in the office of the City Clerk is incorporated herein by reference for all purposes.

3. The outer boundaries of the approved Interstate Highway 10 location as shown by said map are hereby and now established as building lines within and between which no structures shall be repaired if the cost of the repairs to be done within any one calendar year is in excess of 25 percent of the value of the structure before the repairs are made.

4. The responsible official of the City of San Antonio is hereby directed to refuse any building permit for the erection of any structure within and upon the proposed right-of-way established and referred to; and to refuse any building permits for the rebuilding of existing structures which are destroyed by fire or which are partially destroyed, where the cost of re-construction or repairs is in excess of 25 percent of the value of the structure before the fire or for the repair of any existing structure when the cost of repairs to be made within any one calendar year is in excess of 25 percent of the value of the structure before the repairs are made.

5. Ordinance No. 26605, adopted July 3, 1958, approving the location of Interstate Highway 10 from South Flores Street near East Mitchell Street East to the Loop 13 Highway, is amended to conform with the terms of this ordinance.

6. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,430

AMENDING ORDINANCE NO. 27,403 PASSED MARCH 12, 1959 THEREBY MAKING THE SUBJECT CONDEMNATION AWARD OF THAT ORDINANCE PAYABLE TO FRED HUNTESS INSTEAD OF TO THE GUARANTY ABSTRACT AND TITLE COMPANY

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

1. Paragraph one (1) of Ordinance No. 27403 is hereby amended to read as follows:

(1) The sum of ONE THOUSAND FIFTY AND NO/100 ($1,050.00) DOLLARS, is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1957, Account No. 479-13 payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of the Estate of Ben Specia, Jr., G. J. Lucchese, Executor, whose address is 115 Arlington, San Antonio, Texas. Said sum being the award of damages in the Condemnation Cause in the County Court of Bexar County, Texas, styled the City of San Antonio vs. The Estate of Ben Specia, Jr., deceased.

2. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,431

Street closing

ABANDONING THE CITY'S RIGHT-OF-WAY IN EPSTEIN LOOP AND FURTHER AUTHORIZING THE CITY MANAGER OF THE CITY OF SAN ANTONIO, TO CONVEY BY QUITCLAIM DEED THE CITY'S INTEREST IN CERTAIN PROPERTY KNOWN AS EPSTEIN LOOP, TO THE SAN ANTONIO RIVER AUTHORITY, FOR THE CONSIDERATION OF $1.00 TO BE PAID TO THE CITY OF SAN ANTONIO

WHEREAS, the San Antonio River Authority requires the portion of NCB 895, known as Epstein Loop in connection with the Flood Prevention Program for the City of San Antonio; and

WHEREAS, the City of San Antonio is the owner of a one-half undivided interest in that portion of NCB 895, known as Epstein Loop; and

WHEREAS, said abandonment has been approved by the various City Departments; NOW, THEREFORE:

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

1. The portion of NCB 895, constituting Epstein Loop illustrated on the accompanying plat incorporated herein by reference, is hereby abandoned.

2. The City Manager is hereby authorized to execute a quitclaim deed to the portion of NCB 895 known as Epstein Loop, more particularly described in the accompanying quitclaim deed incorporated herein by reference.

3. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,432

Street Closing
alley closing

Repealed & Replaced Ord 30190 3-14-62

ABANDONING A PORTION OF THE CITY'S RIGHT-OF-WAY IN MINNETONKA WALEETKA, AND MITTMANN STREETS AND A PART OF THE ALLEYS DIVIDING BLOCK 25, NCB 3819 AND BLOCK 29, NCB 3823; AND AUTHORIZING THE CITY MANAGER TO EXECUTE QUITCLAIM DEEDS THEREFOR TO MOUNTAIN TOWNSITE COMPANY, A CORPORATION DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS, FOR THE CONSIDERATION OF $16,622.00 AND THE DEDICATION TO THE CITY OF SAN ANTONIO OF AN 18-FOOT ALLEY RUNNING NORTH AND SOUTH THROUGH THE NORTH ONE-HALF OF BLOCK 33, NCB 3827, ALL OF BLOCKS 29, NCB 3823; 25, NCB 3819 AND THE SOUTH HALF OF BLOCK 21, NCB 3815, AND AUTHORIZING THE CITY MANAGER OF THE CITY OF SAN ANTONIO TO ACCEPT SAID DEDICATION

WHEREAS, the Mountain Townsite Company, a Texas corporation duly authorized to do business in the State of Texas, hereinafter referred to as the Company, has petitioned for the abandonment of a part of Minnetonka, Waleetka, and Mittmann Streets and the alleys dividing Block 25, NCB 3819 and Block 29, NCB 3823; and

WHEREAS, the Company is the sole owner of all property abutting this portion of the City's right-of-way sought to be abandoned; and

WHEREAS, the Company has agreed to pay the City of San Antonio $16,622.00 in cash and to dedicate certain property to be used for alleys; and

WHEREAS, said abandonment has been recommended by the various City departments; NOW, THEREFORE:

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

1. The following described portion of the City's right-of-way in the named streets is hereby abandoned:

a. A strip of land 50 feet wide by 1,318 feet in length, constituting the City's right-of-way in Minnetonka Street between Gevers and Walters Street.

b. A strip of land 50 feet wide by 1,318 feet in length, constituting the City's right-of-way in Waleetka Street between Gevers and Walters Street.

c. A strip of land 50 feet wide by 810 feet in length constituting the City's right-of-way in Mittmann Street between Fair Avenue and Hiawtha Street.

d. A strip of land 10 feet wide by 135 feet in length constituting the East 135 feet of the alley in Block 29, NCB 3823, and a strip of land 10 feet wide by 135 feet long constituting the East 135 feet of the Alley in Block 23, NCB 3819.

2. The City Manager is hereby authorized to execute quitclaim deeds to the portions of right-of-way abandoned in Paragraph la, b, c and d above, more particularly described in the accompanying quitclaim deed, incorporated herein by reference, to the said Company, for the consideration of $16,622.00 cash and dedication of certain land in Block 33, NCB 3827; Block 29, NCB 3823; Block 25, NCB 3819; and Block 21, NCB 3815, as illustrated on the enclosed plat incorporated herein by reference.

3. The City Manager of the City of San Antonio is further authorized to accept the dedication of land to be used for alley right-of-way in Block 33, NCB 3827; Block 29, NCB 3823; Block 25, NCB 3819; and Block 21, NCB 3815, as illustrated on the enclosed plat incorporated herein by reference.

4. PASSED AND APPROVED this 19th day of March A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,433

APPOINTING MEMBERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO

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

1. The following persons are hereby appointed as members of the Urban Renewal Agency of the City of San Antonio for terms beginning March 20, 1959, and expiring March 19, 1961.

Henry A. Guerra, Sr.
E. C. Parker
Robert A. Nelson
Edwin Schroeder
Clarence Thorne

2. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,434

PROVIDING FOR REPAYMENT OF PAVING MONEY TO THE VARIOUS ABUTTING OWNERS ON THE ALLEY DIVIDING NCB 10407 UPON DECISION NOT TO PAVE SAID ALLEY

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

1. That the following property owners, all of whom have paid the stated sums of money for the paving of the alley dividing NCB 10407, of which they own the amount of frontage set forth:

Name and Address	Alley Frontage	Amount Paid - to be Refunded by this Ordinance
a. Halsey Hester 506 Woodcrest	87.5 feet	$ 61.25
b Gerald J. McDermott 510 Woodcrest	81 "	56.70
c. Taliaferro H. Cooper 514 Woodcrest	90 "	63.00
d. Thomas O. Pike 518 Woodcrest	80 "	56.00
e. H. S. Dullnig 522 Woodcrest	93 "	65.10
f. Dudley Walker 526 Woodcrest	84.59 "	59.21
g. J. S. Bednorz 530 Woodcrest	83.5 "	58.45
h. Len Daughtry 534 Woodcrest	83.5 "	58.45
i. W. F. Fore 542 Woodcrest	83.5 "	58.45
j. Philip D. Griedey 546 Woodcrest	83.5 "	58.45
k. Chester Bucker 615 Larkwood	83.5 "	58.45
l. Louis Lee Thompson 611 Larkwood	83.5 "	58.45
m. Basil N. Allen 607 Larkwood	83.5 "	58.45
n. Clyde Massey 531 Larkwood	85 "	59.50
o. Wm. B. Usher 527 Larkwood	85 feet	59.50
p. John B. Rogers, Jr. 423 Larkwood	85 "	59.50
q. Byron L. Carter 519 Larkwood	85 "	59.50
r. O. E Chessher 515 Larkwood	85 "	59.50
s. Jack Levin 511 Larkwood	85 "	59.50
t. J. W. Ellison 507 Larkwood	68.23 feet	47.76

are to be refunded the amounts they have paid. The amounts to be refunded to the above named parties are tobe paid from the Alley Paving Deposit Fund No. 770.

2. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,435

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1112)

The rezoning and reclassification of property from "A" RESIDENCE DISTRICT to "D" PARTMENT DISTRICT, as follows:

Lot 2, Blk. 13, NCB 11779

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

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

4. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,436

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1094)

The rezoning and reclassification of property from "A" RESIDENCE DISTRICT to "F" LOCAL RETAIL DISTRICT, As follows:

Lot 14, Blk. 3, NCB 12630

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

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

4. PASSED AND APPROVED this 19th day of March A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,437

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1100)

The rezoning and reclassification of property from "A" RESIDENCE DISTRICT to "F" LOCAL RETAIL DISTRICT, as follows:

Lot 23, Blk. 23, NCB 10658

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

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

4. PASSED AND APPROVED this 19th day of March, A. D. 1959.

Mike Passur
Mayor Pro-tem

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,438

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE ONE MAILING MACHINE FROM PITNEY-BOWES FOR THE CITY OF SAN ANTONIO FINANCE DEPARTMENT FOR A TOTAL OF $1,527.00

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

1. That the Finance Director be authorized to purchase one Model 4350-VPS Mailing Machine for use in the Finance Department - Purchasing Division (Central Stores) from Pitney-Bowes, for a total of $1,927.00, less trade-in $400.00, net $1,527.00.

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

3. Payment tobe made from Working Capital Fund 6-01.

4. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,439

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MAINTENANCE, INC. TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH 37 DRUMS OF JENNITE FOR A TOTAL OF $2,258.85

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

1. The attached low qualified bid of Maintenance, Inc., Wooster, Ohio, dated March 17, 1959, to furnish the City of San Antonio Department of Parks and Recreation with 37 drums of Jennite J-16 (protective treatment of asphaltic concrete pavement) for a total of $2,258.85 is hereby accepted.

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

3. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,440

ACCEPTING THE LOW BID OF JOHN MEENTS CONSTRUCTION CO., AND J. C. TRUEHEART FOR THE CONSTRUCTION OF STORM DRAINAGE PROJECT 72, 72X, WHICH BEGINS AT KAMPMANN BOULEVARD AT THE INTERSECTION OF WOODLAWN LAKE, EXTENDS NORTH ON KAMPMANN TO BABCOCK AND THEN AN OPEN CONCRETE LINED CHANNEL BETWEEN FREDERICKSBURG ROAD AND LADDIE PLACE TO THE END OF JANIS RAE, WITH THREE ALTERNATES; AND FOR SANITARY SEWER PROJECT S-1, WHICH BEGINS AT THE ALLEY SOUTH OF DONALDSON, THENCE ALONG KAMPMANN SOUTH TO A POINT IN KAMPMANN OPPOSITE THE SOUTH PROPERTY LINE OF MULBERRY; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE AMOUNT OF $1,001,268.80 OUT OF NO. 479-13, STORM SEWER AND DRAINAGE BONDS, 1957, FOR THE CONSTRUCTION OF STORM DRAINAGE IMPROVEMENT PROJECT 72, 72X; APPROPRIATING THE AMOUNT OF $20,184.60 OUT OF NO. 479-14, SANITARY SEWER IMPROVEMENT & EXTENSION BONDS, 1957, FOR THE CONSTRUCTION OF SEWER PROJECT S-1; AND APPROPRIATING THE AMOUNT OF $20,000.00 OUT OF NO. 479-13, STORM SEWER AND DRAINAGE BONDS, 1957, TO BE USED AS A CONSTRUCTION CONTINGENCY ACCOUNT IN CONJUNCTION WITH THE CONSTRUCTION OF DRAINAGE PROJECT 72, 72X

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

1. The low bid of John Meents Construction Co. and J. C. Trueheart for the construction of Storm Drainage Project 72, 72X and Sanitary Sewer Project S-1 is hereby accepted. Storm Drainage Project 72, 72X begins at Kampmann Boulevard at the intersection of Woodlawn Lake and extends north on Kampmann to Babcock and an open concrete lined channel between Fredericksburg Road and Laddie Place to the end of Janis Rae, with three alternates. Sanitary Sewer Project S-1 begins at the alley south of Donaldson, thence along Kampmann south to a point in Kampmann opposite the south property line of Mulberry.

2. The City Manager is hereby authorized to execute a contract therefor.

3. The amount of $1,001,268.80 is hereby appropriated out of No. 479-13, Storm Sewer and Drainage Bonds, 1957, for the construction of Storm Drainage Improvement Project 72, 72X.

4. The amount of $20,184.60 is hereby appropriated out of No. 479-14, Sanitary Sewer Improvement & Extension Bonds, 1957, for the construction of Sewer Project S-1.

5. The amount of $20,000.00 is hereby appropriated out of No. 479-13, Storm Sewer and Drainage Bonds, 1957, to be used as a Construction Contingency Account in conjunction with construction of Drainage Project 72, 72X.

6. PASSED AND APPROVED this 26th day of March, A D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,441

AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF A SPECIAL CURBING ASSESSMENT LIEN ON PROPERTY OWNED BY ADELLA STUTZ IN CONSIDERATION OF THE PAYMENT BY SAID ADELLA STUTZ OF $100.00

WHEREAS, the City levied certain special assessments for the curbing of portions of Broadway on the abutting owners in Ordinance No. 26,978, passed and approved October 2, 1958; and

WHEREAS, the assessment levied against Adella Stutz on Lot 5, New City Block 11874, amounted to $100.00; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute a release of the special assessment levied against Adella Stutz on Lot 5, New City Block 11874, San Antonio, Bexar County, Texas, in consideration of the payment by said Adella Stutz of $100.00.

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

3. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,442

AUTHORIZING THE CITY MANAGER TO EXECUTE A CLARIFYING QUITCLAIM DEED TO VICTOR PRASSEL AND WIFE, EDA MARIE PRASSEL, IN CONSIDERATION OF THE EXECUTION AND DELIVERY BY THE SAID VICTOR AND EDA MARIE PRASSEL OF THEIR WARRANTY DEED TO SAN ANTONIO RIVER AUTHORITY, CLARIFYING DESCRIPTIONS TO PROPERTY PREVIOUSLY CONVEYED TO THE CITY OF SAN ANTONIO FOR FLOOD CONTROL PURPOSES

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

1. The City Manager is hereby authorized to execute a clarifying Quitclaim Deed to Victor Prassel and wife, Eda Marie Prassel, to certain properties in New City Blocks 182, 235 and 893, in consideration of the execution and delivery by said Victor and Eda Marie Prassel of their Warranty Deed to San Antonio River Authority, clarifying the property described as Tract #1 in that Deed dated November 23, 1954, recorded in Volume 3601, Page 7 of the Deed Records of Bexar County, Texas, subsequently conveyed by the City of San Antonio to San Antonio River Authority by Ordinance No. 24103, dated December 13, 1956.

2. These conveyances are made for the purpose of more fully describing the properties conveyed by Victor Prassel Construction, Inc., to the City of San Antonio and by the City of San Antonio to Victor Prassel Construction, Inc., in November 1954, for flood control purposes.

3. There shall be no money appropriated therefor and all costs incident to this exchange of properties shall be borne by Victor Prassel.

4. A copy of these Deeds and a plat thereof are attached hereto.

5. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,443

MAKING AND MANIFESTING A BILL OF SALE IN FAVOR OF ALFONSO DE LA ROSA FOR A HOUSE LOCATED AT 1821 FITCH AVENUE, SAN ANTONIO, TEXAS, ON PARCEL #3312, SOUTH ZARZAMORA STREET WIDENING PROJECT RIGHT-OF-WAY IN SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR THE SUM OF $1,050.00

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

1. This ordinance makes and manifests a Bill of Sale in favor of Alfonso De La Rosa, 1226 Keats Avenue, for a house located at 1821 Fitch Avenue, San Antonio, Texas, on South Zarzamora Street Widening Project Right-of-Way Parcel No. 3312, in San Antonio, Bexar County, Texas, for and in consideration of the sum of One Thousand Fifty and No/100

($1,050.00) Dollars, a check for said amount payable to the City of San Antonio being attached hereto, and exhibited herewith.

2. The said house shall be moved from the hereinabove described premises according to the terms of the proposal by the purchaser, a copy of which is attached hereto and incorporated herein.

3. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,444

APPROPRIATING THE SUM OF $4,325.00 FOR DEPOSIT WITH THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, AS THE AWARD IN CONDEMNATION OF PARCEL NO. 3311, FOR THE WIDENING OF ZARZAMORA STREET

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

1. The sum of $4,325.00 is hereby appropriated out of Street Improvement Bond, Series 1957, Fund No. 479-10, payable to Fred Huntress, County Clerk of Bexar County, Texas, subject to the order of Francisca R. Gutierrez, a widow, Alfredo Gutierrez, Juan Gutierrez, Jr., Elvira Gonzales, a widow, Humberto Gutierrez, Edelmira Gutierrez Rodriguez and husband Victor Rodriguez, Irene Rodriguez Garza and husband, Raul Garza, Abelina Gutierrez and Maria Elena Gutierrez, said sum being the award of damages to the owners in the condemnation cause in the County Court of Bexar County, Texas, styled, City of San Antonio vs. Francisca R. Gutierrez, a widow, et al, for Parcel No. 3311.

2. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,445

AMENDING ORDINANCE NO. 27367 PASSED ON MARCH 5, 1959 THEREBY MAKING THE SUBJECT APPROPRIATION PAYABLE TO THE GUARDIAN ABSTRACT AND TITLE COMPANY INSTEAD OF TO THE GUARANTY ABSTRACT AND TITLE COMPANY

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

1. Paragraph 1 of Ordinance No. 27367 is hereby amended to read as follows:

"1. The sum of $2,250.00 is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1957, Account No. 479-13, payable to Guardian Abstract and Title Company as escrow agent for George W. Mallett and wife, Fay Mallett, 7504 Suffold, Webster Grove, Missouri, for easements to the City of San Antonio across a 1.0447 acre tract lying within Lot 44B, Block C, NCB 11520, City of San Antonio, Bexar County, Texas, and a temporary construction easement over and upon a .2236 acre tract lying within Lot 44B, Block C, NCB 11520, San Antonio, Bexar County, Texas, in connection with a storm drainage channel being constructed by the City of San Antonio over said property. Parcel No. 3510."

2. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,446

APPROPRIATING CERTAIN FUNDS IN CONNECTION WITH
THE CITY LAND ACQUISITION PROGRAM

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

1. The sum of SIX HUNDRED TWENTY-FIVE AND NO/100 ($625.00) DOLLARS is hereby appropriated out of Storm Drainage Improvement Bond Fund, Series 1957, Account No. 479-13, payable to Guardian Abstract and Title Company, as escrow agent for W. R. Craig of 1214 Basse Road, San Antonio, Texas. SIX HUNDRED AND NO/100 ($600.00) DOLLARS of this amount is for payment of a permanent easement over, across, under and upon a .1922 acre tract, more particularly described in the accompanying easement agreement incorporated herein by reference, and a temporary easement over, across, and upon a .0342 acre tract, also described in the aforementioned accompanying easement agreement, said easements being acquired in connection with a Storm Drainage Channel being constructed by the City of San Antonio over said property; and TWENTY FIVE AND NO/100 ($25.00) DOLLARS of this amount is in payment of the necessary Veterans Administration appraisal.

2. PASSED AND APPROVED this 26th day of March A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,447

APPROPRIATING THE SUM OF $293.25 OUT OF
INTERNATIONAL AIRPORT BOND AND CONSTRUCTION
FUND #803-01, FEDERAL AIRPORT AID PROJECT
9-41-080-5608 TO PAY TITLE COSTS, PHOTOGRAPHIC
COSTS, COURT COSTS AND COMMISSIONERS' FEES
INCURRED IN CONNECTION WITH THE ACQUISITION OF
CERTAIN PROPERTIES FOR AIRPORT EXPANSION PROJECT,
BY CONDEMNATION PROCEEDINGS

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

1. The sum of Two Hundred Ninety-three and 25/100 ($293.25) Dollars is hereby appropriated out of International Airport Bond and Construction Fund No. 803-01, Federal Airport Aid Project 9-41-080-5608, payable to the following Title Company, Photographer, County Clerk, and Commissioners for services rendered in connection with the acquisition of certain properties for Airport Expansion Project by condemnation proceedings, per statements attached:

COMMERCIAL ABSTRACT & TITLE CO.
300 Gunter Building
San Antonio, Texas . . . . . the sum of $15.00

for Preliminary Title Opinion on Parcel #2573.

FORD GREEN
3111 North Zarzamora
San Antonio 1, Texas . . . . . the sum of 45.00

for Various photos, Ground & Aerial Property
near Airport (Rest Home) Parcel #2571

FRED HUNTRESS, County Clerk
Bexar County Court House
San Antonio, Texas . . . . . the sum of 8.25

for Court Costs on Parcel #2572 (Additional costs)
City of San Antonio vs. James B. Polka, et al

WALTER A. GOODWIN
1524 Donaldson Avenue
San Antonio, Texas . . . . . the sum of $75.00

for services as Special Condemnation Commissioner
on Parcel #2574, City vs. E. F. Isom, et al

RICHARD J. WOODS
Frost National Bank Building
San Antonio, Texas . . . . . the sum of $75.00

for services as Special Condemnation Commissioner
on Parcel #2574, City vs. E. F. Isom, et al

JAMES V. MONDIN
Transit Tower
San Antonio, Texas . . . . . the sum of . . . . . .$ 75.00

for services rendered as Special Condemnation
Commissioner on Parcel #2574, City of San Antonio
vs. E. F. Isom, et al

2. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,448

APPROPRIATING THE SUM OF $657.75 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND #803-02, FEDERAL AIRPORT AID PROJECT 9-41-080-5709, TO PAY TITLE COSTS, COURT COSTS, AND APPRAISER'S AND WITNESS FEES INCURRED IN CONNECTION WITH THE ACQUISITION OF CERTAIN PROPERTIES FOR AIRPORT EXPANSION PROJECT, BY CONDEMNATION PROCEEDINGS

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

1. The sum of Six Hundred Fifty-seven and 75/100 ($657.75) Dollars is hereby appropriated out of International Airport Bond and Construction Fund #803-02, Federal Airport Aid Project 9-41-080-5709, payable to the following Title Company, County Clerk, and Appraiser, for services rendered in connection with the acquisition of certain properties for Airport Expansion Project, per statements attached:

COMMERCIAL ABSTRACT & TITLE CO.
300 Gunter Building
San Antonio, Texas . . . . . the sum of $15.00

for Preliminary Title Opinion on Parcel #2575.

COMMERCIAL ABSTRACT & TITLE CO.
300 Gunter Building
San Antonio, Texas. . . . . the sum of 15.00

for Preliminary Title Opinion on Parcel #2582.

COMMERCIAL ABSTRACT & TITLE CO.
300 Gunter Building
San Antonio, Texas . . . . . the sum of 15.00

for Preliminary Title Opinion on Parcel #2548.

FRED HUNTRESS, County Clerk
Bexar County Court House
San Antonio, Texas . . . . . the sum of 6.25

for Court Costs on Parcel #2582, City of San Antonio vs. Orville W. Simmang, et al

FRED HUNTRESS, County Clerk
Bexar County Court House
San Antonio, Texas . . . . . the sum of . 6.50

for Court Costs on Parcel #2548, City of San Antonio vs. John W. Simmang, et al.

GEORGE A. FRENCH
1425 Donaldson Avenue
San Antonio 1, Texas . . . . . the sum of 150.00

for Review of Appraisal, Pre-trial Conference with Attorney, and Testimony at Hearing Before Special Commissioners on Parcel #2582, City of San Antonio vs. Orville W. Simmang, et al.

GEORGE A. FRENCH
1425 Donaldson Avenue
San Antonio 1, Texas . . . . . the sum of 150.00

for Review of Appraisal, Pre-trial Conference with Attorney, and Testimony at Hearing Before Special Commissioners on Parcel #2548, City of San Antonio vs. John W. Simmang, et al.

GEORGE A. FRENCH
1425 Donaldson Avenue
San Antonio 1, Texas . . . . . the sum of 150.00

for Review of Appraisal, Pre-trial Conference with Attorney, and Testimony at Hearing Before Special Commissioners on Parcel #2580, City of San Antonio vs. Jack B. Skelton.

GEORGE A. FRENCH
1425 Donaldson Avenue
San Antonio 1, Texas . . . . . the sum of 150.00

for Review of Appraisal, Pre-trial Conference with Attorney, and Testimony at Hearing Before Special Commissioners on Parcel #2581, City of San Antonio vs. William Simmang.

2. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,449

AUTHORIZING REIMBURSEMENT IN THE AMOUNT OF THREE HUNDRED EIGHTEEN AND 50/100 ($318.50) DOLLARS TO FEDERAL AIRPORT AID PROJECT 9-41-080-5709 FUND NO. 803-02, FROM FEDERAL AIRPORT AID PROJECT 9-41-080-5608 FUND NO. 803-01

WHEREAS, certain appraisal fees, commissioners fees and court costs in the total amount of Three Hundred Eighteen and 50/100 ($318.50) Dollars were paid from Federal Airport Aid Project 9-41-080-5709, Fund No. 803-02 in connection with the acquisition of parcels 2550, 2574, 2577 and 2578 for the purpose of International Airport Expansion; and

WHEREAS, these parcels were later transferred from Federal Airport Aid Project 9-41-080-5709, Fund No. 803-02 to Federal Airport Aid Project 9-41-080-5608, Fund No. 803-01; and

WHEREAS, the reimbursement for Federal participation in the cost of these parcels will be deposited in Federal Airport Aid Project 9-41-080-5608, Fund No. 803-01; NOW, THEREFORE:

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

1. The sum of Three Hundred Eighteen and 50/100 ($318.50) Dollars is hereby appropriated from Federal Airport Aid Project 9-41-080-5608, Fund No. 803-01 for the reimbursement of Federal Airport Aid Project 9-41-080-5709, Fund No. 803-02.

2. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,450

GRANTING A LICENSE FOR THE UNITED STATES GOVERNMENT WATER LINE AT QUINTANA ROAD AND I.&G.N. RAILROAD KELLY AIR FORCE BASE

WHEREAS, this water line is already in place and is necessary for the continued operation of the facilities located on East Kelly and Kelly AFB; and

WHEREAS, the City Water Board is not affected in any way and has no objection to the granting of this license; NOW THEREFORE:

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

1. The license from the City of San Antonio to the United States Government to construct, operate, maintain, renew and remove a ten inch water line to be buried at a depth of approximately four feet along, across and under the right-of-way of Quintana Road, at its intersection with the right-of-way of the International Great Northern Railroad Company, (Missouri Pacific Lines), more fully described in the License Agreement herein incorporated by reference, is hereby granted.

2. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,451

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE STATE OF TEXAS (TEXAS HIGHWAY DEPARTMENT) FOR THE 50-50 PARTICIPATION IN THE COST OF THE RELOCATION OF CERTAIN TELEPHONE LINES NECESSARY FOR THE CONSTRUCTION OF TWIN OVERPASSES AT JACKSON-KELLER ROAD AT ITS INTERSECTION WITH LOOP 13 EXPRESSWAY

WHEREAS, Bell Telephone Company owns a certain easement on the right-of-way of the Texas and New Orleans Railroad where the railroad crosses Loop 13 Expressway near Jackson Keller Road; and

WHEREAS, due to the proposed construction of twin overpasses to carry Freeway traffic over the railroad at Jackson-Keller Road these telephone lines must be relocated; and

WHEREAS, the Texas Highway Department has requested that the city participate in this relocation cost on a 50-50 basis; NOW THEREFORE:

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

1. The City Manager is hereby authorized to execute a contract with the State of Texas acting by and through the Texas Highway Department for the participation of the City on a 50-50 basis in the cost of the relocation of certain telephone lines in connection with the construction of twin overpasses in the vicinity of Jackson-Keller Road and its intersection with Loop 13 Expressway.

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

3. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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STATE OF TEXAS
COUNTY OF TRAVIS

This agreement entered into this ___ day of _____, 19___, by and between the State of Texas, acting by and through the Texas Highway Department, hereinafter called the State, and The City of San Antonio, Texas, acting by and through its duly authorized official under Ordinance dated 26th day of March, 1959, hereinafter called the City.

WHEREAS, the State has deemed it necessary to make certain highway improvements in conjunction with Highway No. Loop 13 located between Interstate Highway 10 and F.M. 1535 and which section of highway improvements will necessitate the acquisition of certain right of way; and

Whereas, it is agreed that such right of way purchase shall be by joint effort of the State and the City.

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this contract. The State hereby authorizes and requests the City to proceed with acquisition and the State agrees to reimburse the City for its share of the cost of such right of way providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

LOCATION SURVEYS AND PREPARATION OF RIGHT OF WAY DATA: The State, without cost to the City, will do the necessary preliminary engineering and title search in order to supply to the City the date and deed instruments required for right of way purchase.

DETERMINATION OF RIGHT OF WAY VALUES: The City agrees to make a determination of property values for each right of way parcel by methods acceptable to the City and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate City representative. Such tabulation shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, and (if a partial taking) damages, if any, or enhancements, if any, to the remainder. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at determined values. Such work will be performed by the City at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values as determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement.

If at any stage of the project development it is determined by mutual agreement between the State and the City that there should be waived the requirement that the City submit to the State property value determinations for any part or all of the required right of way, the City will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

NEGOTIATIONS: The state will notify the City as soon as possible as to the State's

determination of value. Negotiation and settlement with the property owner will be the responsibility of the City without participation by the State. The City will deliver properly executed deeds with title in the name of the State supported by an acceptable title insurance policy for each right of way parcel involved. The costs incidental to negotiation and the costs of recording of the right of way instruments will be the responsibility of the City. The cost of title insurance will be the responsibility of the State.

CONDEMNATION: Condemnation proceedings will be initiated at a time selected by the City and will be the City's responsibility at its own expense except as hereinafter indicated. Except as hereinafter set forth under "Excess Takings", the City should file condemnation proceedings in each case in the name of the State and in each case so filed the judgment of the court will decree title to the property condemned in the name of the State. Where it is determined to be necessary, the City may enter condemnation proceedings in its own name. Property acquired for right of way in such case will be conveyed by the City to the State supported by an acceptable title insurance policy. Eligibility for State reimbursement of values determined by such condemnation proceedings shall be subject to the conditions as hereinafter outlined under the section entitled "Reimbursement". The cost of title insurance will be the responsibility of the State.

COURT COSTS, COSTS OF SPECIAL COMMISSIONERS' HEARINGS AND APPRAISAL EXPENSE: Court costs and costs of Special Commissioners' hearings assessed against the State or City in condemnation proceedings conducted on behalf of the State and fees incident thereto, will be paid by the City, Such costs and fees as are applicable to the requested right of way, with the exception of recording fees, will be eligible for 50 per cent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing State Law. Where the City uses the State's appraisers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appraiser of updating his report, of preparing new reports, preparing for court testimony and appearing in court to testify in support of his appraisal, will be paid direct by the City, but will be eligible for 50 per cent State reimbursement under established reimbursement procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the City shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State. Reimbursement for court costs, costs of Special Commissioners' hearings and the cost of the State's appraiser as herein set forth will not be paid by the State where the property condemned involves an excess taking, unless the State approves the excess taking.

EXCESS TAKINGS: In the event the City desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for right of way purposes. If the City elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the City and that portion requested by the State for right of way will be conveyed to the State. The State's participation will be based on the State's approved value of that part requested for right of way purposes, providing such approved value does not exceed actual payment made by the City.

DISPOSAL OF IMPROVEMENTS: It is agreed that the State's participation in the cost of improvements will be based upon approved values. The disposition of improvements may be in accordance with State Highway Department Administrative Order 8-57, a copy of which is attached hereto and marked Exhibit "A". Where the owner retains an improvement, which is to be moved by either the City or the owner, the maximum amount in which the State will participate is that figure derived from an application of the provisions of Administrative Order 8-57. In the event the improvements which are in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State. The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, and provided title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. Revenue derived by the State from the disposition of any improvements will be credited to the cost of the right of way procured.

RELOCATION OF UTILITIES; If the required right of way to be acquired for this project encroaches upon an existing utility located upon its own right of way acquired for utility purposes, and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity, eligibility and approved firm commitment for the utility work prior to the actual accomplishment of such work, and reach an agreement with the owners of the utility facilities and the City on the exact lump sum amount of reimbursement based upon such prior appraisal. This agreement will be accomplished by the execution of a three party contract among the State, the City and the utility owners. The reimbursement by the City to the owners of the utility facilities will be made after proper certification has been made that the work is accomplished, said reimbursement being on the basis of the prior lump sum agreement. The State will reimburse the City in an amount equal to 50 per cent of this firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000 except as specifically approved by the State. In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this contract shall include publicly, privately, and cooperatively owned utilities except railroads.

FENCING REQUIREMENTS: Where fencing is to be a part of the cash consideration paid to the property owner, the appraised estimated cost of fencing will be included in the appraisal, the recommended value and the approved value.

Where the City performs right of way fencing as a part of the total right of way consideration, the estimated cost of required fencing will not be included in the appraisal, the recommended value or the approved value for each parcel. The State and the City will reach an agreement prior to the actual accomplishment of work as to the necessity, eligibility, and firm commitment of the entire fencing work to be performed on each project. The State's 50 per cent reimbursement to the City will be made after proper certification has been made that the work is accomplished and payment made therefor, said reimbursement being on the basis of the agreement. The foregoing is subject to the provision that the individual lump sum approved value shallnot exceed $20,000 except as specifically approved by the State. In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

REIMBURSEMENT: The State will reimburse the City for right of way acquired after the date of this contract in an amount not to exceed 50 per cent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of 50 per cent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. The State will reimburse the City in the amount of 50 per cent of the firm commitments for utility adjustments and right of way fencing performed by the City in accordance with the terms and provisions of separate contracts to be executed. The State's reimbursement for other right of way costs are defined elsewhere in this agreement.

If condemnation is necessary and title is taken as set forth herein under the section headed "Condemnation", the participation by the State shall be based on the final judgment, conditioned that the State has been notified in writing prior to the filing of such proceedings and prompt notice is also given as to all action taken therein. The State shall have the right to become a party to the proceedings at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the City as provided by other provisions of this agreement.

GENERAL: It is understood that the terms of this agreement shall apply only to right of way authorized and requested by the Texas Highway Department which is needed and not yet dedicated, in use, or previously acquired in the name of the State or City for highway, street, or road purposes.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the City.

CITY OF SAN ANTONIO, TEXAS

By: /s/ B. J. Shelley
Asst. City Manager

STATE OF TEXAS

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AN ORDINANCE 27,452

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 in 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 amounts 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 - Bexar Metropolitan Water District - Lots 1 and 2, Blk. 4, NCB 11275 - 1953 through 1956 - Account No. 587-2473 and Code 500.
The foregoing described property is owned by the Bexar Metropolitan Water District, a governmental unit and is not subject to taxation. Assessments for the years involved should be deleted from the Delinquent roll.

OWNER - Bexar Metropolitan Water District - Lots 3 and 12, Blk. 4, NCB 11275 - 1954 through 1956 - Codes 1000 and 5500 and Account No. 587-2473. Theforegoing described property is owned by the Bexar Metropolitan Water District, a governmental unit and is not subject to taxation. Assesssments for the years involved should be deleted from the delinquent roll.

OWNER - Bexar Metropolitan Water District - Lots 1, 2, 3 and 12, Blk. 4, NCB 11275, 1957 and 1958 Account No. 587-2473. The foregoing described property is owned by the Bexar Metropolitan Water District, a governmental unit and is not subject totaxation. Assessments for the years involved should be deleted from the delinquent roll.

OWNER - Ben Campbell - Lot "M" NCB 11166 - 1953 through 1958 - Account No. 584-2352
Subject property has been erroneously described on the tax roll for the years involved and the same should be placed on a supplemental roll under the correct description.

OWNER - Ben H. and Ruth Campbell - Tract 1 out of Div. 3 1/2 (0.846 Ac.), NCB 11166 - 1953 through 1958 Supplement - Account No. 584-2352. Subject property has been erroneously described on the tax roll for the years involved and the same should be placed on a supplemental roll under the correct description - Taxes to be collected amount to $113.20

OWNER - Pat H. Carillo - Lots 10 and 11, Blk. 13, NCB 7481 - 1953 through 1958 - Account No. 521-1454. Due to age and condition, the improvements located on the foregoing described property have been reduced in valuation to a figure of $300. Total taxes to be collected amount to $60.15.

OWNER - Chavez Grocery - 1952 and 1953 - Account No. 5880. The foregoing named business ceased operation prior to June 1, 1952, and personal property assessments for the years involved should be deleted from the delinquent tax roll.

OWNER - Suzie Chavez - Lot 21, Blk. 27-N, NCB 7750 - 1958 - Account No. 542-2526. Through error the improvement valuation of $850. was omitted from the 1958 assessment of the foregoing described property and the same should now be placed on a supplemental roll for collection purposes. Taxes to be collected amount to $23.13.

OWNER - Clover Grill - 1954 - Account No. 6009.
The whereabouts of the former owner of the foregoing named business is unknown and it is recommended that the personal property tax assessment for the above year be removed from the delinquent roll.

OWNER - Joe Coleman - 1953 and 1954 - Account No. 6052-5000.
We were unable to obtain service of citation on the above named person and his present whereabouts is unknown. It is recommended that the personal property tax assessment for the above year be removed from the delinquent roll.

OWNER - Constructors Improvement Company - Lots 13 through 24, Blk. 10, NCB 12236 - 1958- Account Nos. 165-2588 through 165-2599. Through error improvement valuations were charged to Lots 13 through 24, Block 10, New City Block 12236, whereas the same should be charged to these same lots located in New City Block 12235. Taxes covering land valuation only should be collected in the amount of $77.80.

OWNER - Constructors Improvement Company - Lots 14, 15, 16, 20, 21 and 23, Blk. 9, NCB 12235 - 1958 Supplement - Account Nos. 165-2554, 165-2555, 165-2556, 165-2560 and 165-2561, 165-2563. Through error the valuations of improvements were omitted from the 1958 roll pertaining to Lots 14, 15, 16, 20, 21 and 23, Block 9, NCB 12235, and the same should now be placed on a supplemental roll in order to collect the amount of taxes totaling $776.79.

OWNER - Leon Dacbertt - E. 62.8 ft. of W. 187.8 ft. of 9, NCB 7813 - 1958 - Code 4600 and Account No. 527-369. The foregoing described property has been double assessed for the 1958 tax year and our records should be corrected to reflect a single assessment.

OWNER - Leon Dacbert - Lot 30, NCB 12780 - 1958 - Account No. 611-460. Through error an improvement valuation of $1930 was omitted from the 1958 assessment covering the foregoing described property and the same should now be placed on a supplemental roll for collection purposes. Taxes to be collected amount to $48.22.

OWNER - Leon Dac bert - 3 and Irr. of 4, Blk. 1, NCB 3870 - 1950 - Account No. 60-1188.
The foregoing described property was owned by the City of San Antonio in 1950 and not subject to taxation. Assessment covering said year in the amount of $14.49 should be deleted from the delinquent roll.

OWNER - Davidson Construction Company - 1955 through 1957 - Account No. 6424-100.
The above concern sold its trucks and equipment and closed its office in 1954. Unrendered personal property taxes for 1955 through 1957 assessed on trucks of the Davidson Construction Company should therefore be removed from the roll.

OWNER - Donald DeBord - 1955 through 1957 - Account No. 6470-100. The foregoing unrendered assessments are double assessments in that the personal property involved is included in account number 6470, De Bord Brothers Asphalt Contractors and delinquent taxes for the years involved should be removed from the roll.

OWNER - George De Bord - 1955 through 1957 - Account No. 6470-150. The foregoing unrendered assessments are double assessments in that the personal property involved is included under account number 6470, De Bord Brothers Asphalt Contractors and delinquent taxes for the years involved should be removed from the roll.

OWNER - Alfredo De La Rosa - W 1/2 of 8 and 9, Blk. 14, NCB 8979 - 1948 - Account No. 548-2839. The foregoing described property is to be placed back on the tax roll for 1948 because the same was paid on in error. A refund has been requested on the above property. Taxes to be collected amount to $4.20.

OWNER - George W. Delavan, Sr., - Lot 1, Blk. 2, NCB 10201 - 1958 - Account No. 132-9. Due to an error in calculation, an assessed valuation of $9110 was placed on the foregoing described property for 1958, whereas the correct valuation should have been $34720 and our tax records should be adjusted accordingly. Amount of taxes to be collected is $1107.57.

OWNER - Dixon General Contractor - 1955 through 1957 - Account No. 6680-150. Personal property taxes in the amount of $7225 were erroneously assessed against Mr. Dixon for the years 1955 through 1957 and the same should be deleted from the delinquent roll.

OWNER - Martin J. Durawa - 1952 through 1954 - Account No. 6813. Mr. Martin J. Durawa, former owner of the above named concern, is now deceased leaving no known assets and it is recommended that the personal property assessments involved be deleted from the delinquent tax roll.

OWNER - Eden Home for the Aged, Inc. - Div. 12 (29.6 Ac.), NCB 10930 - 1958 Supplement Roll - Account No. 144-765 and 581-354. This parcel is in San Antonio Independent School District, therefore City and School Tax should be supplemented, so that City and School Tax Assessment can be put back on roll on Account Number 144-765 - Rate 1 and Account No. 581-354 to be cancelled. Amount of taxes to be collected amount to $249.46

OWNER - El Barrilito Bar - 1954 through 1956 - Account No. 6924-1000. The above concern went out of business in 1956 and we are unable to locate the owner. It is recommended that taxes for subject years be removed from the roll.

OWNER - Mary L. Evans - 1955 through 1958 - Account No. 7120
The subject personal property, apartment furniture, was sold by Mary Evans in 1953 and therefore taxes for aforestated years are in error and should be deleted from therolls.

OWNER - G. M. Feldhut - 1955 - Account No. 7219.
Mr. G. M. Feldhut is now deceased leaving no known assets and it is recommended that the personal property assessments invdved in the sum of $6.30 be deleted from the delinquent tax roll.

OWNER - Arthur T. and Helen E. Gasaway - Lot 22, Blk. 9, NCB 12235 - 1958 Supplement Account No. 165-2562. Through error an improvement valuation $3570 was omitted from the 1958 roll pertaining to the foregoing described property and the same should now be placed on the supplemental roll for collection purposes. Taxes in the amount of $113.88 are to be collected.

OWNER - Billie Rufe and Linda Lou Goodall - Lot 24, Blk. 9, NCB 12235 - 1958 Supplement - Account No. 165-2564. Through error an improvement valuation of $3400 was omitted from the 1958 roll pertaining to the foregoing described property and the same should now be placed on the supplemental roll for collection purposes. Taxes in the amount of $108.46 are to be collected.

OWNER - Carle Guthrie - 1952 - Account No. 5662-5000. The above concern was not in operation on June 1, 1952 and the personal property assessment pertaining to that year should be deleted from the delinquent roll.

OWNER - James Guzman - 1952 and 1953 - Account No. 8157. It was determined that the above named person was not liable for the taxes pertaining to the above years which were unrendered and it is recommended by the Tax Attorney that the same be deleted from the delinquent roll.

OWNER - James Guzman - 1953 Account No. 8157-5002
It was determined that the above named person was not liable for the taxes pertaining to the above year which was unrendered and it is recommended by the Tax Attorney that the same be deleted from the delinquent roll.

OWNER - Joseph E. and Joan L. Hambrick - Lot 18, Blk. 9, NCB 12235 - 1958 Supplement - Account No. 165-2558. Through error an improvement valuation of $3490 was omitted from the 1958 roll pertaining to the foregoing described property and the same should now be placed on the supplemental roll for collection purposes. Taxes in the amount of $114.52 are to be collected.

OWNER - J. H. Holmgreen Estate - 1.04 Ac. Tract E, NCB 11898 - 1953 RA Account No. 596-3417 1953 taxes on the foregoing described property was paid in error by the San Antonio Savings and Loan Association on February 27, 1959 and a refund in this regard has been processed. This tax should now be replaced on the roll in order to collect from the true owner. Taxes to be collected amount to $35.44.

OWNER - Hubert B. and Grace A. Javior - Lot 17, Blk. 9, NCB 12235 - 1958 Supplement - Account No. 165-2557. Through error an improvement valuation of $3590 was omitted from the 1958 roll pertaining to the foregoing described property and the same should now be placed on the supplemental roll for collection purposes. Taxes in the amount of $114.52 are to be collected.

OWNER - C. J. and Ella Jefferson - Lot 1, Blk. 22, NCB 1454, 1958 - Account No. 24-742
Due to age and condition of the building located on the foregoing described property, it is recommended that the assessed valuation thereof be reduced from $2800 to $2150 for the 1958 tax year. Taxes to be collected amount to $68.58.

OWNER - Gilbert E. Kinder, et al - Tract 7 (52.027 Acres), NCB 10584 1958 Supplement - Account No. 572-2662.
Through error an improvement valuation of $2540 was omitted from the 1958 roll pertaining to the foregoing described property and the same should now be placed on a supplemental roll for collection purposes. Taxes in the amount of $539.20 are to be collected.

OWNER - J. A. Leppard - S. Irr. 48.78 ft. of 4, Blk. 43, NCB 3479 - 1957 and 1958 - Account No. 506-4.
Through error the improvement was charged against the foregoing described property for the 1957 tax year and our records should now be corrected to reflect a valuation involving the land only. Taxes to be collected amount to $1.56.

OWNER - Rev. Robert E. Lucey - 1 Tract A-3, NCB A-22 - 1958 - Account No. 3-367.
The foregoing described property is owned by the Most Reverend Robert E. Lucey and is not subject to taxation. Taxes for the year 1958 should be deleted from the delinquent roll.

OWNER - Louis N. and Dorothea M. Morgan - lot 19, Blk. 9, NCB 12235 - 1958 Supplement - Account No. 165-2559.
Through error an improvement valuation of $35.20 was omitted from the 1958 roll pertaining to the foregoing described property and the same should now be placed on the supplemental roll for collection purposes. Taxes in the amount of $112.29 are to be collected.

OWNER - Robert L. and Cleo D. Naylor - 3 and W. 1/2 of 4, Blk. 152, NCB 9433 - 1958 Supplement Roll - Account No. 557-677 and Account No. 557-678-2-2 and Re-Assigned No. 557-677.
The foregoing described property was purchased on September 18, 1958 from the Harlandale Independent School District and inasmuch as the same is no longer exempt. Taxes should be charged for the remaining eight months amounting to $83.62.

OWNER - Mrs. W. A. Patterson - Lots 13, 14, 15 and E. 3 ft. of 16, Blk. 2, NCB 1596 1955 through 1958 - Account No. 24-2973. A recent reinspection was made of the foregoing described property by the City Building Appraiser resulting in the establishment of an assessed valuation of $2010. It is recommended that this figure be used in computing the outstanding taxes. Taxes to be collected amount to $255.68.

OWNER - Eliza Pines - Lots 42, 43 and 44, Blk. 19, NCB 7328 - 1953 through 1958 - Account No. 81-2262. Due to age and condition of improvements located on the foregoing described property, it is recommended that the assessed valuation be reduced from $1580 to $1000 and that delinquent taxes should be collected on this basis. Taxes to be collected amount to $188.40. (JFN)

OWNER - Fred W. Piper - Lot 3, Blk. 9, NCB 651 - 1953 through 1958 - Account No. 12-1152.
Due to age and condition of the improvements involved, it is recommended that the delinquent taxes on the foregoing described property be computed on the basis of the valuation of $2600 Taxes to be collected amount to $489.84.

OWNER - Emelio and Julia Rendon - Lot 10, Blk. 81, NCB 3677 - 1947 - Account No. 57-1148.
Through error an improvement valuation of $1240 was charged against the foregoing described property for the year 1957 and the same should now be deleted from the delinquent roll. Taxes to be collected amount to $10.76.

OWNER - J. P. and Alvina Riegel - S. 92.6 ft. of 9 and N. 65 ft. of 9, Blk. 3, NCB 2073, 1948 - Account No. 33-1156. Taxes on the foregoing described property for 1958 were paid on May 31, 1949, however through error the same were carried forward on the delinquent roll and should now be removed therefrom.

OWNER - San Antonio Independent School District - Pt. of Div. 9 (6.002 Ac.) NCB 10755 - 1957 and 1958 Back Tax Supplement - Account No. 138-3275.
The foregoing described property was omitted from the 1957 and 1958 regular tax rolls and the same should now be placed on a back tax supplement roll.

OWNER - San Antonio River Authority - Lots 44 and 45, NCB 1771 - 1957 - Account No. 27-2657-2-2.
The foregoing described property was owned by the San Antonio River Authority, a governmental unit, and is not subject to taxation. Assessment covering 1957 should be deleted from the delinquent roll.

OWNER - San Antonio River Authority - Lot 3 and N.E. Irr. Part of 4, Blk. 3, NCB 2595 - 1957 - Account No. 39-2768. The foregoing described property was owned by the San Antonio River Authority, a governmental unit, and is not subject to taxation. Assessment covering 1957 should be deleted from the delinquent roll.

OWNER - Sarah Spitz - Lot 10, Blk. 9, NCB 6629, 1957 - Account No. 72-411.
Due to age and condition of the improvements involved, a reduction in assessed valuation is recommended from $2740 to $1970 resulting in a tax collection $74.01.

OWNER - Sarah Spitz - Lot 25, Blk. 6, NCB 7190 - 1957 and 1958 - Account No. 78-2828.
Due to age and condition of the improvements involved, a reduction in the assessed valuation is recommended from $1980 to $1580 resulting in a tax collection of $124.40.

OWNER - Star Seat Cover Company - 1958 - Account No. 13512. This corporation has been dissolved and is now out of business. All assets have been sold. It is recommended by the Tax Attorney that the personal property taxes be pro rated to cover the eight months the concern actually operated. Taxes to be collected amount to $2435.88. (JFN)

OWNER - Hubert Jr. and Dorothy Tatsch - Lot 13, Blk. 9, NCB 12235 - 1958 - Account No. 165-2553. Through error an improvement valuation of $4420 was omitted from the 1958 roll pertaining to the foregoing described property and the same should now be placed on the supplemental roll for collection purposes. Taxes in the amount of $141.00 are to be collected.

OWNER - Nellie M. Teeter - Lot 11, NCB 7667 - 1958 - Account No. 524-649. The improvement valuation pertaining to the foregoing described property was reduced in 1958, however, through error the same was not posted to the roll and records should now be corrected. Taxes amounting to $19.01 are to be collected.

OWNER - Andrew Z. Thompson - Lot 4, Blk. 15, NCB 11815 - 1956 - Account No. 596-1852. Taxes covering the foregoing described property for 1956 were paid in error and a request for refund is being processed. The assessment covering said year should now be placed on a supplemental roll for collection purposes. Taxes in the amount of $17.05 are tobe collected.

OWNER - Garland G. Wier - Lot 11 Exc. SE Tri. Pt. of E. 21 of 3, Blk. 7, NCB 9207 - 1947 - Account No. 117-175
1947 City taxes were paid on this property under receipt number 5015 dated May 31, 1948 described as W. 30 ft. of Lot 11, Blk. 7, NCB 9207 and receipt number 4318 dated May 31, 1948 described as E. 25 ft. of Lot 10, Blk. 7, NCB 9207. The Tax Office has verified this as being the same property which has been redescribed and now appears on the roll as E. Irr. 25 of 10 and 11, Exc NE 20., Blk. 7, NCB 9207.OWNER

OWNER - City of San Antonio
The following described properties have been acquired by the City of San Antonio for Expressway purposes, street widening, airport expansion, etc., and are not subject to taxation. Taxes for the years indicated should be removed from the delinquent roll.

S. 64.4 ft. of 11 and 12, Blk. S 82, NCB 192 - 1956 - Account No. 3-2095.

E. 87 ft. of 2 and E. Irr. 87 ft. of S. 50.2 ft. of 4, Blk. 3, NCB 321 1956 and 1957 Account No. 6-2212

E. 87 ft. of 2 and E. Irr. 87 ft. of S. 50.2 ft. of 4, Blk. 3, NCB 321 - 1958 - Account No. 6-2212.

E. Irr. 80 ft. of W. Irr. 96 ft. of Lot E, Blk. 33, NCB 542 - 1957 - Account No. 9-1839-3-2.

Lot 2, Blk. 12, NCB 1289 - 1958 - Account No. 21-836 and Code 2000.

S. 64.4 ft. of W. 7.25 ft. of3 and S. 64.4 ft. of E. 42 ft. of 4, Arb. A-4, Blk. 1, NCB 2305 - 1956 - Code 2700 and Account No. 36-1830.

156 Exc. NE Tri., Blk. 6, NCB 7859 - 1957 - Account No. 527-1438-2-1.

1 Ac. out of Lot B, NCB 8676 - 1945 - Code 1000 and Account No. 542-2009.

2. All of the above corrections or adjustments have been individually presented to the Tax Error Board of Review and the changes in assessed valuations as indicated on the attached Correction Certificates have been recommended by said Board.

PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,453

APPROPRIATING THE AMOUNT OF $29,179.50 OUT OF STREET IMPROVEMENT BOND FUND (1956 SERIES) ACCOUNT NO. 479-01 FOR ENGINEERING FEES ON STREET IMPROVEMENT BOND FUND PROJECT NO. 479-01-22, HACKBERRY STREET

WHEREAS, the original appropriation of $15,635.78 by Ordinance No. 22674, dated April 19, 1956, was based on 5.5% an estimated cost of $284,287.00 for Street Improvement Bond Fund Project No. 479-01-22, Hackberry Street; and

WHEREAS, the construction contract for said project was let March 5, 1959, for a total of $651,187.10 by Ordinance No. 27,362, of which 5.5% is $35,815.29; NOW, THEREFORE:

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

1. The amount of $20,179.50 is hereby appropriated out of Street Improvement Bond Fund (1956 Series) Account No. 479-01 to be paid to Charles C. Cross, Consulting Engineer, for engineering fees rendered on the Street Improvement Bond Fund Project No. 479-01-22, Hackberry Street, in addition to the original amount of $15,635.78 previously appropriated for engineering fees by Ordinance No. 22,674, dated April 19, 1956.

2. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,454

AUTHORIZING THE PURCHASE OF SPECIAL ASSESSMENT CERTIFICATES ON THE PARTICIPATION PAVING PROJECT "A" FROM THE FIRST OF TEXAS CORPORATION IN THE AMOUNT OF $369.52 FOR CERTAIN SPECIFIED UNITS AND AUTHORIZING THE DIRECTOR OF FINANCE TO PAY THE FIRST OF TEXAS CORPORATION $369.52 FROM THE CONTINGENCY APPROPRIATION, ORDINANCE NO. 22,770, DATED MAY 3, 1956, ACCOUNT NO. 479-05 STREET IMPROVEMENT BOND FUND (1956 SERIES)

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

1. Authorization is hereby given for the purchase of Special Assessment Certificates on the Participation Paving Project "A" from the First of Texas Corporation in the amount of $369.52 for the following units:

Unit	Name	N.C.B.	LOT	AMOUNT
26 Holly	John W. Markey, et ux	6967	W.14' of 2	$ 177.55
28 Chihuahua	Nasario Valenzuela	7127	11	95.64
28 Chihuahua	Pedro Sanchez	7126	3	96.33
			TOTAL	$ 369.52

2. The Director of Finance is hereby authorized to pay to the First of Texas Corporation $369.52 from the contingency appropriation, Ordinance No. 22,770, dated May 3, 1956, Account No. 479-05 Street Improvement Bond Fund (1956 Series)

3. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,455

APPROPRIATING THE AMOUNT OF $1,406.77 OUT OF SANITARY SEWER BOND FUND NO. 479-14 (1957 SERIES) FOR REIMBURSEMENT OF GENERAL FUND ACCOUNT NO. 09-02-03 FOR PAYMENT OF MATERIALS PURCHASED IN CONSTRUCTING SANITARY SEWER ON GARNER AND JASMINE STREETS

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

1. The amount of $1,406.77 is hereby appropriated out of Sanitary Sewer Bond Fund No. 479-14 (1957 Series) for reimbursement of General Fund Account No. 09-02-03 for payment of materials purchased in constructing sanitary sewer on Garner and Jasmine Streets.

2. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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A RESOLUTION

U.S.A.

AUTHORIZING THE CITY MANAGER TO ENTER INTO NEGOTIATIONS FOR THE ACQUISITION OF TITLE TO A CERTAIN 12 INCH VITREOUS CLAY SANITARY SEWER LINE, TOGETHER WITH AN EASEMENT THEREFOR, WHICH RUNS WESTERLY FROM SOUTH ZARZAMORA STREET TO THE MISSOURI PACIFIC RAILROAD RIGHT OF WAY BETWEEN CULBERSON AVENUE AND CENTENNIAL AVENUE, WHICH SEWER LINE HAS BEEN DECLARED SURPLUS BY THE GENERAL SERVICES ADMINISTRATION, TO THE NEEDS OF THE UNITED STATES GOVERNMENT

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

1. The City Manager is authorized to apply to and negotiate with the United States of America for the transfer to the City of San Antonio of a 12 inch vitreous clay sanitary sewer line, together with an easement therefor, which runs westerly from South Zarzamora Street to the Missouri Pacific Railroad right-of-way between Culberson

Avenue and Centennial Avenue which sewer line has been declared surplus by the General Services Administration, to the needs of the United States Government.

2. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,456

AUTHORIZING PAYMENT OF $600.00 OUT OF THE GENERAL FUND -ACCOUNT NO. 50-03-01 TO OLLIE LOUISE WARREN AND HUSBAND, JOHN W. WARREN, SR., AND THEIR ATTORNEY, BENJAMIN D. LUCAS, IN SATISFACTION OF JUDGMENT ENTERED IN CAUSE NO. F-103,525, 45th DISTRICT COURT, OLLIE LOUISE WARREN VS. CITY OF SAN ANTONIO

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

1. Payment of the sum of $600.00 out of the General Fund - Account No. 50-03-01, is hereby authorized to be made to Ollie Louise Warren and husband, John W. Warren, Sr., and their attorney, Benjamin D. Lucas, in satisfaction ofthe judgment entered in Cause No. F-103,525, 45th District Court, Ollie Louise Warren vs. City of San Antonio.

2. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,457

ACCEPTING THE GRANT OF AN EASEMENT FROM THE PEARL BREWING COMPANY TO THE CITY OF SAN ANTONIO FOR THE PURPOSE OF IMPROVING JAMES STREET

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

1. The grant of an easement from the Pearl Brewing Company to the City of San Antonio for the purpose of widening James Street is hereby accepted.

2. The sum of $1.00 is hereby appropriated out of Participation Paving Bond Fund No. 479-11, payable to Pearl Brewing Company, for said easements.

3. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,458

ACCEPTING A DEED FROM LEON FEINGOLD AND FELIPE TORRES AND WIFE, JUANA L. DE TORRES, CONVEYING TO THE CITY LOTS 25 and 26, BLOCK 9, NCB 8889, FOR STORM DRAINAGE PROJECT NO. 58A, AND APPROPRIATING THE SUM OF $2,500.00 IN CONSIDERATION THEREOF

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

1. The Warranty Deed executed by Leon Feingold and Felipe Torres and wife, Juana L. De Torres, conveying to the City the following described real property located within the corporate limits of the City of San Antonio, to-wit:

Lots 25 and 26, Block 9, NCB8889, Cenizo Park Addition

is hereby accepted.

2. The sum of $2,500.00 is hereby appropriated out of No. 479-13, Storm Sewer and Drainage Bonds, 1957, payable to Leon Feingold, Felipe Torres and wife, Juana L. De Torres, and Frank Baskin, Attorney, in consideration of said conveyance.

3. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

AN ORDINANCE 27,459

AMENDING ORDINANCE 27,385 PASSED AND APPROVED MARCH 5, 1959 BY CHANGING THE POLLING PLACE FOR CERTAIN PRECINCTS

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

1. That Ordinance No. 27,385 passed and approved on March 5, 1959 is hereby amended as follows:

In Precinct #113 the polling place shall be at the Southeast Baptist Chapel, Educational Building 2414 So. W. W. White Road instead of at Irwin Butane Sales, 2260 South W. W. White Road as originally provided.

In Precinct No. 154 the polling place shall be at Dellview Taco Village, 2605 Vance Jackson Road, instead of at Pilgrim Congregational Church, 500 Pilgrim, as originally provided.

2. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,460

APPOINTING OFFICERS OF ELECTION FOR APRIL 7, 1959

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

1. That the persons whose names appear on the schedule marked Exhibit "A" attached hereto and made a part hereof, be and the same are hereby selected, elected, and appointed to be election officers to act in the capacity specified to hold the election on the 7th day of April, 1959, at the voting places in the precincts in the City of San Antonio fixed and established, said voting places being specified in the Proclamation and Notice of Election on the 5th day of March, A. D. 1959.

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

3. PASSED AND APPROVED this 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

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AN ORDINANCE 27,461

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

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 3 of said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 638)

The rezoning and reclassification of property from "F" LOCAL RETAIL DISTRICT to "J" COMMERCIAL DISTRICT, as follows:

Lots 3 and 4, Blk. 13, NCB 7050.

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 26th day of March, A. D. 1959.

J. Edwin Kuykendall
Mayor

ATTEST:
J. Frank Gallagher
City Clerk

ORDINANCE 27,462

AUTHORIZING THE ISSUANCE AND SALE OF $2,600,000.00 CITY OF SAN ANTONIO TRANSIT SYSTEM REVENUE BONDS, SERIES OF 1959, BEARING INTEREST AT THE RATES HEREIN PRESCRIBED, MATURING SERIALLY ON MARCH 1 IN EACH OF THE YEARS 1960 TO 1978, BOTH INCLUSIVE, FOR THE PURPOSE OF PAYING THE COST OF ACQUIRING THE SAN ANTONIO TRANSIT SYSTEM PROPERTIES AND PROVIDING FUNDS FOR OTHER PURPOSES INCIDENT THERETO; PRESCRIBING THE FORM OF BONDS AND COUPONS, PLEDGING THE TRANSIT SYSTEM REVENUES AS DESIGNATED HEREIN TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE AS FURTHER SECURITY FOR THE PAYMENT OF SAID BONDS; PROVIDING THAT SUCH BONDS SHALL BE SPECIAL OBLIGATIONS OF THE CITY OF SAN ANTONIO AND THAT THE HOLDER OF THE BONDS SHALL HAVE NO RIGHT TO DEMAND THEIR PAYMENT OUT OF FUNDS RAISED OR TO BE RAISED BY TAXATION; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER THEREOF IN ACCORDANCE WITH THE PURCHASE CONTRACT; ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of San Antonio (hereinafter called "City" acting through its City Council (hereinafter called the "City Council") has heretofore entered into a contract with the owners of the San Antonio Transit System to purchase said properties (hereinafter collectively called the "System"); and

WHEREAS, under the provisions of Chapter 505, Acts of the 55th Legislature, enacted in 1957, (Vernon's Texas Statutes 1118-w) the City is authorized to issue its revenue bonds for the purpose of acquiring a transportation system and in connection therewith to pledge to the payment of bonds issued for such purpose the revenues derived from the operation of System; and

WHEREAS, the City heretofore authorized and sold $1,750,000.00 of its general obligation bonds to provide a part of the purchase price of the System; and

WHEREAS, to provide the additional money necessary to acquire said System the City Council has determined that it is to the best interest of the City and of its inhabitants that revenue bonds be issued for such purpose, and that the payment of said revenue bonds be further secured by the execution and delivery of a Trust Indenture; and

WHEREAS, pursuant to the provisions of the law hereinabove mentioned Notice of Intention to pass this ordinance has been given in the manner and for the length of time required by said law and therefore the City Council is now authorized to pass said ordinance;

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

1. That for the purpose of providing the additional money necessary to pay the cost of acquiring the San Antonio Transit System Properties, including the payment of all required cash adjustments and to make necessary capital improvements to such System Properties, revenue bonds of the City of San Antonio shall be issued in the amount of $2,600,000.00,

payable from and secured by a pledge of and lien on the net revenues of the System. Such bonds, the interest coupons to be attached thereto and the endorsements to appear thereon shall be in the form shown in the Trust Indenture hereinafter in this ordinance prescribed and authorized. Such bonds shall constitute special obligations of the City of San Antonio and each of such bonds shall contain a provision stating that the holder thereof shall never have the right to demand payment of said obligation out of funds raised or to be raised by taxation.

2. The revenues of the System (as defined in said Trust Indenture) shall be applied and the bonds herein authorized shall be paid in the manner provided in said Trust Indenture, and all of the provisions of such Trust Indenture shall be effective and shall be applicable to the authorization, issuance and payment of the bonds herein authorized and to the operation of the System with like force and effect as though all of said provisions were otherwise than in said Trust Indenture separately set out in this ordinance.

3. That for the purpose of assuring and securing the payment of the bonds herein authorized, and for the purpose of providing for and fixing in more detail the terms and conditions of such bonds, the rights and obligations of the holders of the bonds, and of the City and the Trustee, and for the purpose of making effective the lien of said bonds on the revenues of the System, an indenture of trust in the following form and language is hereby authorized to be executed and delivered for and on behalf of the City of San Antonio:

THIS TRUST INDENTURE for convenience dated as of the 1st day of March, 1959, but actually executed on the date hereinafter shown, made and entered into by and between the City of San Antonio, Texas, a municipal corporation, duly created and existing under and by virtue of the laws of the State of Texas, party of the first part, and National Bank of Commerce of San Antonio, San Antonio, Texas, a National Banking Association, duly organized and existing under and by virtue of the laws of the United States of America and having its place of business in the County of Bexar, State of Texas, (hereinafter called "Trustee"), party of the second part;

WHEREAS, it has been determined by the City of San Antonio that the properties of the San Antonio Transit Company should be acquired, improved or extended and that for the acquisition of said properties and for extending or improving said properties, it will be necessary that the City borrow money, and to evidence the obligation to repay the money thus borrowed it will be necessary to issue and dispose of its interest-bearing bonds; and

WHEREAS, pursuant to Chapter 505, Acts of 1957, 55th Legislature of the State of Texas, the City is authorized to acquire said properties and to extend and improve such properties when so acquired and to borrow money for the purpose of acquiring and extending or improving said properties or any part thereof and for other authorized purposes, and, to evidence the obligation of the City to repay any money borrowed as aforesaid, to issue and dispose of its interest-bearing bonds payable solely from the Revenues to be derived from its transit system so acquired and extended or

improved and, to secure the payment of such bonds, to execute and deliver a Trust Indenture setting forth the covenants and undertakings in connection with the issuance of such bonds (and the issuance of any additional bonds payable from such Revenues) and for the use and application of the Revenues to be derived from such transit system; and

WHEREAS, the City of San Antonio deems it necessary to borrow money for the purposes aforesaid and in the exercise of such authority has, by ordinance duly passed on the 26th day of March, 1959, duly authorized and directed the issuance of bonds of the City in the aggregate principal amount of Two Million Six Hundred Thousand Dollars ($2,600,000.00), to be designated as "Series of 1959" and to be payable from the Revenues to be derived from the transit system of said City, and has duly authorized and directed the execution and delivery of this Trust Indenture in order to secure the payment of said bonds and to set forth the covenants and undertakings in connection with the issuance of said bonds and the issuance hereunder from time to time of additional bonds payable from such Revenues and for the use and application of such Revenues; and

WHEREAS, the bonds to be issued under this Trust Indenture designated as Series of 1959, the interest coupons to be attached thereto, the form for evidencing registration of bonds as to principal, the authentication certificate of the Trustee to be endorsed thereon and the form of certificate of the Comptroller of Public Accounts of the State of Texas to appear on the bonds are to be in substantially the following form respectively:

(FORM OF BONDS)

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO
TRANSIT SYSTEM REVENUE BOND
SERIES OF 1959

NO._____ $1,000.00

The City of San Antonio, Texas, a municipal corporation of the State of Texas (hereinafter called the "City"), for value received, hereby promises to pay to the bearer hereof or, if this bond be registered as to principal, then to the registered holder hereof, but solely from the source and in the manner hereinafter provided, the sum of One Thousand Dollars ($1,000) on the first day of March, 19____, with interest thereon from the date hereof at the rate of _____% per annum until March 1, 1961, and thereafter at the rate of _____% per annum, payable September 1, 1959, and semi-annually thereafter on March 1st and September 1st of each year until the principal sum is paid, both principal and interest being payable in lawful money of the United States of America at the National Bank of Commerce of San Antonio, San Antonio, Texas, the Trustee under the Trust Indenture securing this bond and the series of which it is a part, or, at the option of the holder, at the Harris Trust and Savings Bank, Chicago, Illinois, or at the Chase Manhattan Bank, New York, New York, without exchange or collection charges to the owner or holder hereof, upon presentation and surrender of this bond and/or coupons hereto attached representing interest

due on or before the maturity of the principal of this bond, as they respectively mature.

Interest falling due on each interest payment date during the period in which the rate is ____% shall be evidenced by two coupons, one in the amount of $_____ and the other for $_____. Either of said two coupons scheduled to mature on each of said several interest payment dates may be presented and will be paid apart from the other. Semi-annual interest falling due after March 1, 1961, shall be evidenced by a single coupon in the amount of $_____.

This bond is one of a series of bonds of various stated maturities issued by the City to acquire a transit system and to make capital improvements thereto, under the authority of Chapter 505, Acts of 1957, 55th Legislature of the State of Texas. The bonds of said series, together with all interest thereon and any additional bonds that may be issued under the conditions set forth in the Trust Indenture to which reference is hereinafter made, are payable solely from the Revenues derived from the transit system of said City remaining after payment of the cost of operation and maintenance thereof, and the holder hereof shall never have the right to demand payment hereof out of funds raised or to be raised by taxation.

Payment of this bond and the series of which it is a part, together with such additional bonds as may hereafter be issued on a parity therewith, is secured by a Trust Indenture, dated as of the 1st day of March, 1959, made by and between the City and the National Bank of Commerce of San Antonio, San Antonio, Texas, as Trustee. Reference is hereby made to the Trust Indenture and to said Act, all of the provisions of each of which are hereby incorporated herein and in the coupons appurtenant hereto, for a more complete description of the transit system, the nature and extent of the security, the rights of and restrictions upon the holders of all bonds secured thereby, and the terms, restrictions and conditions under which payment of all such bonds is to be made and such bonds are to be issued and secured and the method of payment and redemption thereof, to all of which the holder hereof, by the acceptance of this bond, hereby assents with like effect as if the same were herein fully set forth. Each taker and subsequent holder hereof and of said coupons, whether attached hereto or detached herefrom, shall have recourse to all of the provisions of said Act and the Trust Indenture and shall be found thereby.

Any or all of the bonds of the Series of 1959 maturing after March 1, 1969, may be redeemed prior to maturity, at the option of the City, in inverse numerical order, on any interest payment date on and after March 1, 1969, the redemption price to be paid with respect to each such bond to be the percentage of the principal amount thereof as set forth below, plus accrued interest on such principal amount to the date of redemption, to-wit:

IF REDEEMED	REDEMPTION PRICE
March 1, 1969 and September 1, 1969	105.00%
March 1, 1970 and September 1, 1970	104.50%
March 1, 1971 and September 1, 1971	104.00%
March 1, 1972 and September 1, 1972	103.50%
March 1, 1973 and September 1, 1973	103.00%
March 1, 1974 and September 1, 1974	102.50%
March 1, 1975 and September 1, 1975	102.00%
March 1, 1976 and September 1, 1976	101.50%
March 1, 1977 and September 1, 1977	101.00%

Notice of any such call for redemption shall be published in a newspaper of general circulation published in the English language in the City of San Antonio, Texas, and in a financial journal published in the City of New York, New York, not less than thirty (30) days prior to the date fixed for redemption, and upon the date so fixed all interest on such bonds shall cease, provided funds sufficient for such redemption are on deposit with the Trustee or any Paying Agent.

To the extent and in the manner permitted by the terms of the Trust Indenture, the provisions of the Trust Indenture may be amended, modified or altered, with the consent of the holders of at least seventy-five per cent (75%) in principal amount of the outstanding bonds secured by the Trust Indenture; provided, that no modification, alteration or amendment shall permit a reduction in the rate of interest on the bonds, or in the amount of the principal obligation thereof, or the time or times when they shall be redeemable or in the redemption premiums required to be paid upon redemption, or affect the promise of the City to pay the principal of and the interest on the bonds as the same shall become due, or make other changes prohibited by the Trust Indenture without the consent of all of the holders of such bonds.

If an event of default, as defined in the Trust Indenture, shall occur, the principal of this bond and of all other bonds then outstanding secured by the Trust Indenture may be declared due and payable in the manner and with the effect provided by the Trust Indenture.

This bond is a negotiable instrument under the laws of the State of Texas, except when registered in the name of a registered owner. In the manner and upon payment of the expenses specified in said Trust Indenture, this bond may be registered as to principal in the name of the owner on the books provided for that purpose in the office of the Trustee, such registration to be evidenced by notation of the Trustee in the registration blank endorsed hereon. While this bond remains so registered payment of the principal hereof shall be made only to the registered owner, and no transfer hereof, except upon said books and similarly noted hereon, shall be valid unless the last registration shall have been to bearer, in which case negotiability and transferability by delivery shall be restored. Registration as aforesaid shall not affect the negotiability or transferability by delivery of the interest coupons hereto attached. The City, the Trustee and the Paying Agents may deem and treat the bearer of this bond, or, if this bond be registered as herein authorized, the person in whose name it is registered, and the bearer of any coupons appertaining hereto, as the absolute owner of this bond or of said coupons, as the case may be, for the purpose of receiving payment of, or on account of, the principal, interest, premium, if any, and for all other purposes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things necessary to be done precedent to and in the issuance of the bonds of the Series of 1959 in order to make them the legal, valid and binding special obligations of the City in accordance with their terms and in authorizing the execution and delivery of the Trust Indenture securing such bonds, have been done, have happened and have been performed in regular and due form as required by law; and that said bonds do not exceed any constitutional, statutory or other limitation upon the bonded indebtedness of the City.

Neither this bond nor any of the annexed coupons shall be entitled to any benefit under the Trust Indenture or become valid or obligatory for any purpose until the certificate hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of San Antonio, Texas, has caused this bond to be executed in the name of said City with the facsimile signature of the Mayor of the City , attested by the manual signature of the City Clerk, and sealed with the seal of the City, and the interest coupons attached hereto to be authenticated by the facsimile signatures of said Mayor and said City Clerk, as of the first day of March, 1959.

_____
Mayor, City of San Antonio, Texas.

ATTEST:

_____
City Clerk, City of San Antonio, Texas.

(FORM OF REGISTRATION OF BONDS)

NOTICE: Nothing can be written on this bond except by the Trustee, as Bond Registrar, without impairing its negotiability.

DATE OF REGISTRATION	IN WHOSE NAME REGISTERED	SIGNATURE OF REGISTRAR

(FORM OF COUPON)

NO. ____ $_____

On _____, 19____ (unless the bond mentioned below has been previously called for redemption) the City of San Antonio, Texas, will pay to bearer, but only from the revenues referred to in such bond, on the surrender of this coupon at the National Bank of Commerce of San Antonio, San Antonio, Texas, or at the Harris Trust and Savings Bank, Chicago, Illinois, or the Chase Manhattan Bank, New York, New York, without exchange or collection charges to the owner or holder hereof, the sum of _____ Dollars ($_____), in lawful money of the United States of America, being the interest then due on its Revenue Bond, Series of 1959, dated March 1, 1959, No. ____. The holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

_____ _____
City Clerk Mayor.

(FORM OF COMPTROLLER'S CERTIFICATE)

OFFICE OF COMPTROLLER :

STATE OF TEXAS :

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

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

_____
Comptroller of Public Accounts of the
State of Texas.

(SEAL)

(FORM OF CERTIFICATE OF AUTHENTICATION)

TRUSTEE'S CERTIFICATE

This bond is one of the bonds described in and secured by the within mentioned Trust Indenture, dated as of March 1, 1959.

NATIONAL BANK OF COMMERCE OF SAN ANTONIO
Trustee

BY_____
Authorized Officer.

and

WHEREAS, all acts and things required by the Constitution and laws of the State of Texas and the Charter of said City necessary to make this Trust Indenture valid and binding according to its import, and the execution and delivery of this Trust Indenture, have been in all respects duly authorized by the parties hereto,

NOW THEREFORE, WITNESSETH:

That, in consideration of the premises and of the acceptance by the Trustee of the trust hereby created, of the purchase and acceptance of bonds by the holders thereof, and in order to secure the payment of the principal of and the interest on the bonds at any time outstanding under this Trust Indenture, according to their tenor and effect, and to declare the terms and conditions upon and subject to which the Series of 1959 Bonds are to be and additional bonds may be issued and secured hereby, and in order to secure the faithful performance and observance by the City of all the covenants and undertakings set forth herein and in all of such bonds issued hereunder, and for the equal and proportionate security and benefit of the present and future holders of bonds and interest coupons appertaining thereto from time to time issued and outstanding hereunder, pursuant to the provisions hereof, without any preference, distinction or priority as to any bond or bonds over others by reason of any difference in time of actual issue, sale or disposal or maturity thereof or for any other reason whatsoever, so that each and every bond from time to time issued and outstanding hereunder shall, subject to the terms thereof, be equally and proportionately secured hereby, as if such bond had been issued, sold and acknowledged simultaneously with the execution and delivery of this Trust Indenture, it is mutually agreed and covenanted by and between the parties hereto as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall, for the purpose of this Trust Indenture and any instruments in conformity therewith or supplemental thereto, have the meanings herein specified unless the context otherwise requires:

(1) "City" shall mean the City of San Antonio, Bexar County, Texas.

(2) "Trustee" shall mean and include not only the party of the second part to this Trust Indenture but also its successors in trust.

(3) "Trust Indenture" shall mean and include not only this instrument as originally executed, but also any and all instruments and agreements supplemental thereto as herein contemplated and provided.

(4) "Bonds" shall mean and include all bonds or any of the bonds, as the case may be, authenticated and delivered hereunder.

(5) "Series of 1959" shall mean the Bonds initially issued under and secured by the Trust Indenture.

(6) "Holder (or Holders)" of Bonds shall mean and include the party having custody or the bearer of any Bond which is not at the time registered as to principal and the registered owner of any Bond registered as to principal.

(7) "System" shall mean all real and personal property of every kind and nature whatsoever owned or held at any time by the City for mass transit, including (without limiting the generality of the foregoing) rights-of-way, bus lines, stations, platforms, terminals, structures, rolling stock, equipment and facilities.

(8) "Revenues" shall mean all rates, fares, tolls, rentals or other income and revenue actually received or receivable by or for the account of the City from the operation of the System, including, without limiting the generality of the foregoing, interest allowed on any moneys or securities and any profits derived from the sale of any securities and any consideration in any way derived from any System properties owned, operated or at any time maintained by the City.

(9) "Board of Trustees" or "Board" shall mean the Board of Trustees of the San Antonio Transit System, created under the provisions of Article VII, Section 701, of this Trust Indenture.

(10) "City Council" or "Council" shall mean the governing body of the City of San Antonio.

(11) "Series" and "Series of Bonds" shall mean all Bonds authenticated and delivered on original issuance in a simultaneous transaction, regardless of variations in maturity, interest rate or other provisions.

(12) "Authorized Officer" shall mean any member of the Board of Trustees or any officer or employee thereof or other person authorized by resolution of the Board to perform the act or sign the document in question.

(13) "Act" shall mean Chapter 505, Acts of 1957, 55th Legislature of the State of Texas, as said Act now reads or as it shall hereafter be amended to read.

(14) "Operating Expense" shall mean and include all costs and expenses, other than depreciation, necessary to the proper and efficient operation and maintenance of the System, whether used or held in reserve for use by the Board for the purpose of providing transportation service, including but not limited to, salaries, labor, materials, the collection of revenue, or income, in connection therewith, the current purchase of materials and supplies, customary operating prepayments and deposits for Pensions, Change Accounts, and Petty Cash Accounts, and administrative expenses incident to the maintenance and operation of such properties and the financing thereof, exclusive of interest charges, and shall also include such other costs and expenses as are customarily required to be accounted for and charged as operating expenses of the System, excluding depreciation charges and rentals or payments incident to equipment trust financing, or the acquisition or rolling stock or equipment on a partial or deferred payment basis.

(15) "Paying Agent" shall mean a bank or trust company designated by the City at which the principal and interest of the Bonds shall be payable.

(16) "Property or Properties" shall mean properties, assets and rights, real or personal, tangible or intangible, of any kind, excluding materials, supplies and tools ordinarily used in day to day operations.

(17) "Independent Accountants" shall mean any registered or licensed certified public accountant or firm of such certified public accountants duly licensed or registered or entitled to practice and practicing as such under the laws of the State of Texas, having a favorable reputation, and appointed and paid by the Board and satisfactory to the Trustee in the exercise of reasonable care and who, or each of whom,

(a) is in fact independent and not under domination of the Board or City;

(b) does not have any substantial interest, direct or indirect, with the Board; and

(c) is not connected with the Board as an officer or employee of the Board, but who may be regularly retained to make annual or other similar audits of the books of the Board.

ARTICLE II

AMOUNT, FORM AND EXECUTION OF BONDS

Section 201. Bonds, designated "Series of 1959", may be issued hereunder to the aggregate principal amount of Two Million Six Hundred Thousand and NO/100 Dollars ($2,600,000.00). Bonds of other Series may be issued from time to time without limit as to principal amount except as hereinafter provided.

Section 202. The respective series of Bonds issued hereunder shall be identified by different names, numbers or letters. Upon execution by the City, Bonds to be issued hereunder shall be delivered to the Trustee which shall authenticate the same pursuant to the provisions of this Trust Indenture, but not otherwise, and shall deliver such Bonds upon and in accordance with the order of the City upon the filing of the ordinances, resolutions, certificates and opinions as more specifically provided in Article III of this Trust Indenture. Only such Bonds as shall bear thereon

endorsed a certificate of authentication, substantially in the form hereinbefore recited and executed by the Trustee, shall be valid or be secured by this Trust Indenture or be entitled to any right or benefit hereunder. Such authentication by the Trustee shall be conclusive evidence and the only evidence required to establish that the Bond so authenticated has been duly issued hereunder and that the Holder is entitled to the benefit of the trust hereby created.

Section 203. Each of said Series of 1959 Bonds may be executed with the lithographed or printed facsimile signatures of the Mayor and City Clerk of the City and may be sealed with the printed or lithographed facsimile of the seal of the City, and the interest coupons attached to said Bonds shall be executed with the facsimile signatures of said Mayor and said City Clerk.

Bonds of other Series and the coupons appertaining thereto shall be executed in like manner unless otherwise specified in the supplemental trust indenture providing for their issuance.

In case any person who shall have signed any Bond as an officer of the City or whose facsimile signature shall have been imprinted upon any such Bond shall have ceased to be such officer before the Bond so signed shall have been actually authenticated and delivered by the Trustee, nevertheless such Bond may be authenticated and delivered and issued as though such person had not ceased to be such officer.

All Bonds may be signed on behalf of the City manually by, or with the facsimile signatures of, such persons as at the actual date of such execution shall be the proper officers authorized by resolution or ordinance of the City to so execute said Bonds, although at the date of such Bonds, or at the date of delivery thereof, any such persons shall not have been such officers.

The coupons to be attached to Bonds shall be legally sufficient and effective notwithstanding the fact that such person or persons whose facsimile signature or signatures appear thereon may have ceased to be such officer or officers at the time when such Bonds are actually authenticated and delivered.

Section 204. All Bonds shall be payable as to principal and interest and premium, if any, in lawful money of the United States of America at the National Bank of Commerce of San Antonio, San Antonio, Texas, or, at the option of the holder of the respective Bonds at the principal office of the Paying Agents of the City in the City of New York, New York, and in the City of Chicago, Illinois.

Section 205. The text of the Series of 1959 Bonds and of the coupons to be attached thereto and of the certificate of authentication by the Trustee upon such Bonds, and the form for evidencing registration as to principal, shall be substantially of the tenor and form hereinbefore provided. The text of the Bonds of any other Series shall be of substantially the same tenor as that of the Series of 1959 Bonds, with such changes, omissions, additions and variations as are herein provided or permitted. The bonds of any Series, other than Series of 1959, may be registerable, or may be payable

to bearer and may or may not be registerable as to principal, and shall be of such denomination or denominations as shall be determined at the time such other Series is created and authorized. The Bonds of each such other Series may be dated and mature on such date or dates and bear interest at such rate or rates not exceeding the rate permitted by the Act, payable annually or semi-annually, or in part annually and in part semi-annually, may be in such denomination or denominations, may have such provisions as to redemption, sinking funds, and reserves, and may be executed in such manner and by such officers or persons as may be fixed and prescribed at the time of the creation and authorization of such other Series, provided, that all Bonds of the same Series and any interest coupons appertaining thereto, shall show the Series of which they are a part, and that no Bond shall by its terms mature in more than forty (40) years from its own date. Said maximum maturity date shall be calculated from the date on the face of each Bond irrespective of the fact that different dates may be prescribed for the Bonds of each separate series.

Section 206. The Bonds to be presently issued, designated as Series of 1959, shall be issued in the principal amount of Two Million Six Hundred Thousand Dollars ($2,600,000.00). Bonds in coupon form shall be issued in the denomination of One Thousand Dollars ($1,000.00) each, numbered from One (1) to Two Thousand Six Hundred (2,600), both inclusive, and shall be dated March 1, 1959.

Bonds designated Series of 1959, maturing in the amounts set forth below in each of the years respectively set forth opposite thereto, and bearing the numbers there shown, shall be issued for the purpose of paying the cost of acquiring the San Antonio Transit Company transit system and to provide funds for the making of capital improvements thereto:

BONDS NUMBERS	MATURITY DATES	AMOUNTS
1 to 80, both incl.,	March 1, 1961,	$ 80,000.00
81 to 160, " "	March 1, 1962,	80,000.00
161 to 240, " "	March 1, 1963,	80,000.00
241 to 320, " "	March 1, 1964,	80,000.00
321 to 400, " "	March 1, 1965,	80,000.00
401 to 500, " "	March 1, 1966,	100,000.00
501 to 600, " "	March 1, 1967,	100,000.00
601 to 700, " "	March 1, 1968,	100,000.00
701 to 800, " "	March 1, 1969,	100,000.00
801 to 940, " "	March 1, 1970,	140,000.00
941 to 1080, " "	March 1, 1971,	140,000.00
1081 to 1240, " "	March 1, 1972,	160,000.00
1241 to 1400, " "	March 1, 1973,	160,000.00
1401 to 1580, " "	March 1, 1974,	180,000.00
1581 to 1760, " "	March 1, 1975,	180,000.00
1761 to 1950, " "	March 1, 1976,	190,000.00
1951 to 2150, " "	March 1, 1977,	200,000.00
2151 to 2600, " "	March 1, 1978,	450,000.00

Said bonds shall bear interest payable September 1, 1959, and semi-annually thereafter on March 1st and September 1st of each year, at the following rates:

Bonds Nos. 1 to 800, both incl., 4% per annum;
Bonds Nos. 801 to 1580, " " 4¼% per annum;
Bonds Nos. 1581 to 2600, " " 4-3/8% per annum.

Provided that each of such bonds shall bear interest from their date to March 1, 1961, at an additional rate of three-fourths of 1% to be evidenced by a supplemental coupon attached to each such bond so that interest falling due each interest payment date during the period March 1, 1959 to March 1, 1961, both inclusive, shall be evidenced by two coupons, either of which coupons may

be presented on their respective maturity dates and will be paid apart from the other. Interest falling due on each bond after March 1, 1961, shall be evidenced by a single coupon in an amount equivalent to the rate then borne by the bond to which such coupon is appurtenant.

Bonds of the Series of 1959 maturing in the years 1961 to 1969, both inclusive, shall not be redeemable prior to maturity. All other bonds of the Series of 1959 shall be subject to redemption prior to maturity at the option of the City, in their inverse numerical order, on and after March 1, 1969, in the manner provided by Article VI hereof. Such bonds may be redeemed as a whole at any time by application of moneys other than revenues, the redemption price to be paid with respect to each such bond to be the percentage of the principal amount thereof as set forth below, plus accrued interest on such principal amount to the date of recemption, to-wit:

IF REDEEMED	REDEMPTION PRICE
March 1, 1969 and September 1, 1969	105.00%
March 1, 1970 and September 1, 1970	104.50%
March 1, 1971 and September 1, 1971	104.00%
March 1, 1972 and September 1, 1972	103.50%
March 1, 1973 and September 1, 1973	103.00%
March 1, 1974 and September 1, 1974	102.50%
March 1, 1975 and September 1, 1975	102.00%
March 1, 1976 and September 1, 1976	101.50%
March 1, 1977 and September 1, 1977	101.00%

Section 207. The Bonds herein authorized together with interest thereon shall be payable from and secured by a first lien on and pledge of the Revenues to be derived from the operation of the System after deduction therefrom of the Operating Expenses as defined in Article I hereof. The holder of any of the Bonds shall never have the right to demand payment thereof or the interest thereon from any funds raised or to be raised by taxation, but nothing herein shall be construed as prohibiting the City from making payment of these Bonds or the interest thereon out of any other funds which may be lawfully used for the purpose.

ARTICLE III

ISSUANCE OF BONDS

Section 301. For the purpose of paying the cost of acquiring the San Antonio Transit System Properties, including the payment of all required cash adjustments and for funds in the amount determined by the City to be necessary to make capital improvements to the System, the City may in writing request the Trustee to authenticate and deliver to the officer or officers, person or persons, or corporation or corporations designated in such request not exceeding Two Million Six Hundred Thousand Dollars ($2,600,000.00) principal amount of Series of 1959 Bonds; provided, that the Bonds so requested to be authenticated shall not be authenticated and delivered by the Trustee until there shall have been delivered to the Trustee the following:

(a) A certified copy of the ordinance of the City authorizing the execution and delivery of this Trust Indenture;

(b) A copy certified by the City Clerk of the instrument or instruments in writing transferring or conveying to the City title to the System;

(c) The legal opinion of counsel, who may be of counsel for the City, that upon the acquisition of said System the City will acquire merchantable title thereto, free from all liens or encumbrances, except liens, encumbrances or other defects of title which do not have a materially adverse effect on the City's right to use such properties for the purposes intended or which have been adequately guarded against by a bond or other form of indemnity, and that there are no uncancelled mechanics', contractors', materialmen's or other liens upon such properties on file in any public office where the same should be filed in order to be valid liens against such properties, and that in the opinion of the signer the time within which such liens can be filed has expired; and

(d) The legal opinion of counsel, who may be of counsel for the City, stating that the Bonds, the authentication and delivery of which are so requested, will, upon authentication and delivery by the Trustee, be the valid and binding special obligations of the City and entitled to the benefit of this Trust Indenture.

When all the conditions set forth in this Section have been satisfied, the Trustee shall authenticate and deliver such Bonds as directed in such request for authentication and delivery.

Section 302. Additional Bonds of one or more different series ranking on a parity with other outstanding Bonds may be authorized by the City and thereafter authenticated, issued and delivered from time to time for the purpose of constructing or reconstructing extension or improvements to the System, or acquiring properties which do not have an historical earnings record, or any combination of such purposes, or for other authorized purposes. Additional Bonds so requested shall not be authenticated and delivered by the Trustee until there shall have been delivered to the Trustee the following:

(a) A certified copy of the ordinance passed by the City identifying in general terms the properties to be acquired or the extensions or improvements to be made to the System, or any combination of such properties, extensions and improvements, and stating all other authorized purposes for which the Additional Bonds are to be issued; and authorizing the issuance of the Additional Bonds and designating the Bonds by distinguishing name, series numer or letter; stating or referring to a supplemental trust indenture for a statement of the authorized aggregate principal amount thereof; the denomination or denominations; the medium of payment of the principal and interest; the date or dates of maturity (with the principal to be scheduled to mature on March 1, of each year); the rate or rates of interest they are to bear; the terms and prices of redemption, if all or any part thereof are to be redeemable; the text of said Bonds and of the coupons to be attached thereto; the provisions for reserves and sinking funds which are to be applicable thereto; and requesting the Trustee to authenticate and deliver the Additional Bonds in a stated amount and of stated numbers and maturities to a designated officer or officers, person or persons, or corporation or corporations;

(b) A supplemental trust indenture securing said bonds and other instruments of further assurance, duly executed by or on behalf of the City;

(c) A certificate of an Authorized Officer stating that the City is not then in default in the payment of the principal of or interest on any outstanding Bonds or other similar obligations, or in default in the payment of any prescribed sinking fund payments, reserve fund payments or other prescribed payments for servicing any outstanding Bonds or similar obligations;

(d) A report of a certified public accountant or firm of such accountants showing that the Net Revenues for the twelve (12) months' period immediately preceding the date of the bonds proposed to be issued are equal at least to 200% of the average annual principal and interest requirements on all bonds outstanding, the bonds then to be issued and any other outstanding obligations of the City theretofore issued under authority of this Indenture;

(e) A certificate of an independent engineer or engineering firm certifying that in his or its opinion that the annual Net Revenues to be derived from the operation of the System in each of the years while any of the bonds or other obligations are outstanding will equal at least 200% of the average annual principal and interest requirements on all bonds outstanding, the bonds then to be issued and any other outstanding obligations of the City theretofore issued under authority of this Indenture;

(f) The legal opinion of counsel, who may be of counsel for the City, stating that the Bonds the authentication and delivery of which are so requested will, upon authentication and delivery by the Trustee, be the valid and binding special obligations of the City and entitled to the benefits of this Trust Indenture.

When all the conditions set forth above in this Section have been satisfied, the Trustee shall authenticate and deliver such Additional Bonds as directed in such request for such authentication and delivery.

Section 303. The City may authorize, execute and deliver Refunding Bonds to the Trustee to refund any or all bonds outstanding at maturity or on prior redemption pursuant to call or with the consent of the holder or holders thereof, provided there shall have been deposited with the Trustee the following:

(a) A certified copy of the ordinance passed by the City describing by series, date, interest rate and maturity date or dates the Bonds to be refunded; authorizing the issuance of the refunding bonds, and designating the refunding bonds by distinguishing name, series number or letter; stating or referring to a supplemental trust indenture for a statement of the authorized aggregate principal amount thereof; the denomination or denominations; the date or dates of maturity; the rate or rates of interest they are to bear; the terms

and prices of redemption, if all or any part thereof are to be redeemable; the text of said refunding bonds and of the coupons to be attached thereto; the provisions for reserves and sinking funds which are to be applicable thereto; and requesting the Trusee to authenticate and deliver said refunding bonds in a stated amount and of stated numbers and maturities to a designated person or persons, firm or firms, or corporation or corporations;

(b) If less than all of the outstanding Bonds are being refunded prior to maturity or redemption pursuant to call or with the consent of the Holder or Holders thereof, a certified copy of a resolution of the City finding that in each and every year while any Bonds, other than the refunding bonds then being issued, might be outstanding hereunder, the aggregate principal, sinking fund, interest and other bond service requirements of all Bonds outstanding hereunder immediately after the authentication and delivery of such refunding bonds, including such refunding bonds but excluding the Bonds being refunded, will be no greater than the aggregate of principal, sinking fund, interest and other bond service requirements would have been if the Bonds being refunded were not so refunded. Such resolution shall set forth the basis for such finding, including a comparison for each year of principal, sinking fund, interest and other bond service requirements in the event of such refunding bonds being issued and in the event of such refunding bonds not being issued;

(c) Such supplemental Trust Indenture and other instruments of further assurance in writing, duly executed by or on behalf of the City, as may be determined by said City or by the Trustee to be appropriate;

(d) The legal opinion of counsel, who may be of counsel for the City, stating that the bonds the authentication and delivery of which are so requested will, upon authentication and delivery by the City, be valid and binding special obligations of the City and entitled to the benefits of this Trust Indenture; and

(e) The Bonds to be refunded with all unmatured coupons, if any, attached; provided, however, that in lieu of the deposit of any or all of such Bonds so to be refunded it shall be sufficient if funds in an amount sufficient for their redemption or payment shall have been irrevocably deposited in trust therefor with the Trustee, together with proof satisfactory to the Trustee that such Bonds so to be refunded have become due or will become due or have been called for redemption within six (6) months from the date of such requested authentication and delivery.

Section 304. The validity of the authorization and issuance of any of the Bonds shall not be dependent upon or affected in any way by:

(a) Proceedings taken by the City for the acquisition, construction or completion of the System or any part thereof;

(b) Any contracts made by the City in connection with the acquisition, construction or completion of the System or any part thereof; or

(c) The failure of the City to complete any part of the System for which Bonds are authorized to be issued.

ARTICLE IV

APPLICATION OF REVENUE OF THE SYSTEM, ETC.

Section 401. The following Funds shall be established which shall be held by the Trustee:

1. Revenue Fund
2. Bond and Interest Retirement Fund
3. Bond Reserve Fund
4. Renewal and Replacement Fund

Section 402. All Revenues received by the Board of Trustees or the Trustee shall be held in trust pursuant to and shall be applied only as provided in this Trust Indenture. The Revenues received each day by the Board, beginning with the day upon which any of the Series of 1959 Bonds shall have been issued, shall be paid to the Trustee on or before the close of banking hours on the third succeeding business day and by it deposited in the Revenue Fund.

Moneys in the Revenue Fund shall be transferred or paid out by the Trustee as follows and in the following order.

FIRST: The Trustee shall pay to the Board on or before June 10, 1959, and on or before the 10th day of each month thereafter the amount provided in the Annual Budget for Operating Expenses for each month of the fiscal year for which such Budget was prepared. If the amount payable to the Board is not paid in any month, such deficiency, plus the full amount of the payment required for the next subsequent month, shall be made up from the Revenue Fund before any payment or transfer is made to any other Fund. The first payment on June 10, 1959, shall include payment on a pro rata basis for any period prior to May 1, 1959, occurring since the System was taken over by the City as well as for the budgeted amount for May, 1959.

SECOND: The Trustee shall transfer to the Bond and Interest Retirement Fund on or before June 10, 1959, and on or before the 10th day of each month thereafter, the equal monthly sum necessary to provide for the payment of the principal of outstanding bonds and interest thereon maturing in the next ensuing twelve (12) months.

Upon the issuance of Additional Bonds there shall also be paid into the Bond and Interest Retirement Fund, in equal monthly installments, the annual payments required to be made into said Fund by the ordinance or supplemental trust indenture authorizing the issuance of such Additional Bonds, which payments shall commence at the time specified therein.

If the amount to be transferred to the Bond and Interest Retirement Fund is not transferred in any month, such deficiency, plus the full amount of the transfer required for the next subsequent month, shall be made up from the Revenue Fund before any transfer or payment is made to the Bond Reserve Fund, to the Renewal and Replacement Fund, or to the City.

THIRD: The Trustee shall transfer to the Bond Reserve Fund on or before June 10, 1959, and on or before the 10th day of each month thereafter, the amount of $2,000.00 per month until there shall be on deposit in or to the credit of the Bond Reserve Fund the sum of $240,000.00.

Upon the issuance of additional Bonds there shall also be paid into the Bond Reserve Fund such additional amounts initially and/or in equal monthly installments as shall result in there being on deposit in or to the credit of the Bond Reserve Fund within sixty (60) months from the date of issuance of such Additional Bonds, a sum not less than the average annual amount required for the payment of the principal and interest of the Bonds then outstanding, the additional bonds proposed to be issued, and any other outstanding obligations of the City theretofore issued under authority of this Indenture.

If the amount to be transferred to the Bond Reserve Fund is not transferred in any month, such deficiency, plus the full amount of the transfer required for the next subsequent month, shall be made up from the Revenue Fund before any transfer or payment is made to the Renewal and Replacement Fund, or to the City.

FOURTH: The Trustee shall transfer to the Renewal and Replacement Fund on or before June 10, 1959, and on or before the 10th day of each month thereafter the sum of $30,000.00 per month, or such greater amount as may be provided in the Annual Budget.

If the amount to be transferred to the Renewal and Replacement Fund is not transferred in any month, such deficiency, plus the full amount of the transfer required for the next subsequent month, shall be made up from the Revenue Fund before any payment is made to the City.

FIFTH: After making the aforesaid payments and transfers, the Trustee shall pay to the City of San Antonio on or before the 10th day of the first month after the close of each fiscal year the balance of the moneys remaining in the Revenue Fund, provided that such annual payment to the City shall never exceed an amount equal to the sum of the principal and interest payments made by the City during such fiscal year on its general obligation bonds issued for System purposes, plus $150,000.00 or 3% of the Revenues for the next preceding fiscal year, whichever is greater.

Section 403. A fund to be known as the "Operation Fund" shall be established and held by the Board, and into which the Trustee shall transfer the monthly payments in the amounts and at the times required by Section 402 hereof. The moneys in the Operation Fund shall be used by the Board to meet the Operating Expenses authorized by the Annual Budget. Such Fund shall be under the control of the Board. Any checks drawn by the Board pursuant to the provisions hereof shall be signed by the persons and employees of the Board as theretofore authorized by resolution of said Board.

Section 404. The Trustee shall, within ten (10) days prior to each interest payment date, or interest and principal payment date, pay out of the Bond and Interest Retirement Fund and set aside or pay over to the Paying Agents (i) the interest due on the Bonds on such date evidenced by interest coupons, and (ii) shall, within ten (10) days prior to each principal maturity date, pay out of the Bond and Interest Retirement Fund and set aside or pay over to the Paying Agents the principal amount due on the Bonds on such date.

Section 405. The moneys in the Bond Reserve Fund shall be transferred by the Trustee to the Bond and Interest Retirement Fund whenever necessary to supply any deficiency in the moneys in such Fund to pay interest on the Bonds, or to pay the principal of the Bonds. Any amounts so withdrawn or transferred from the Bond Reserve Fund shall be replenished by the Trustee out of the first available Revenues, after complying with clauses First to Third, inclusive, of Section 402.

Section 406. The moneys in the Renewal and Replacement Fund shall be paid out by the Trustee at the direction of the Board to pay the cost of replacing or providing substitute facilities for such parts of the System as the Board deems necessary or which have or hereafter shall become worn out, obsolete or inadequate, or which no longer provide safe, comfortable, efficient and adequate rapid transportation. Moneys in the Renewal and Replacement Fund shall also be paid out by the Trustee at the direction of the Board to pay principal or interest payments on conditional sales contracts, equipment trust certificates or similar obligations or rentals and other payments incident to the acquisition of rolling stock or other equipment on a deferred or partial payment plan, but shall not be used to pay Operating Expenses.

Expenditures directed by the Board pursuant to this Section 406 shall be supported by the furnishing to the Trustee of: (a) a report signed by an Authorized Officer of the Board showing in reasonable detail the purposes for which such expenditures were or are to be made; and (b) a certificate signed by an Authorized Officer of the Board stating the cost of the additions to, replacements of or betterments to physical property, and that the value thereof was or will be at least equal to the cost thereof. As and when said supporting documents are furnished to the Trustee, it shall deposit the supported amount or amounts in a separate commercial account from which it shall be subject to withdrawal by the Board on checks drawn by its authorized officials or employees.

Section 407. In the event the moneys available for payment into the Bond and Interest Retirement Fund shall be insufficient to provide for the payment of interest due on the Bonds or the principal of Bonds at the maturity thereof and such deficiency cannot be supplied by transfer of moneys from the Bond Reserve Fund, then, notwithstanding any other provision of this Trust Indenture, the Trustee shall transfer from the Renewal and Replacement Fund any unencumbered moneys to the extent necessary to supply such deficiency.

Section 408. Moneys held by the Trustee or any Paying Agent for the payment of the principal of or the premium or interest on any Bond shall, pending such payment, be set aside in trust by them for the Holders of the Bonds and coupons entitled thereto, and for the purposes of this Trust Indenture such Bonds and coupons after the due date thereof shall no longer be considered as outstanding hereunder and such Bonds and coupons shall be payable solely from the moneys so set aside in trust by the Trustee or Paying Agents.

Any such moneys remaining unclaimed in the hands of the Trustee or any Paying Agent for a period of five (5) years from and after the date on which such amount became due and payable shall be repaid to the Board on demand free of said trust. If such repayment to the Board shall be prior to defeasance of this Trust Indenture in accordance with Article XIII, said

moneys shall forthwith be turned over by the Board to the Trustee and shall by the Trustee be deposited in the Renewal and Replacement Fund. If such repayment to the Board shall be after defeasance of this Trust Indenture in accordance with Article XIII, said moneys shall be subject to use by the Board for any lawful purpose.

After each such repayment of moneys by the Trustee or any Paying Agent to the Board, the Trustee or any such Paying Agent, as the case may be, shall thereupon be relieved of any further liability to the Holder of the Bonds and coupons entitled thereto, and the Holder of any Bonds or coupons entitled to receive payment of any such moneys shall thereafter look only to the Board for payment thereof.

Section 409. All Bonds and coupons paid by the Trustee or Paying Agents shall be cancelled by them and delivered to the Trustee which shall hold them subject to the order of the Board.

Section 410. Moneys held by the Board in connection with the System which do not wholly belong to the Board and which in transit industry accounting practice do not at the time so held constitute earnings of the System (as, for example, moneys which are deducted by the Board from wage and salary payments to its System employees, and amounts held by the Board as deposits from bidders, or equipment or other types of depositors) may be held by the Board outside of the various funds and accounts established by this Trust Indenture.

Section 411. All Revenues held by the Trustee in each of the Funds enumerated in Section 401, except the Bond Reserve Fund, shall be held in time or demand deposits and shall be secured by direct obligations of the United States having a market value at least equal at all times to the amount of money on deposit in such Fund, provided that all such moneys held by the Trustee in any such Fund, except the Bond Reserve Fund, and all such moneys held by the Board shall, upon written instructions from the Board, be invested in direct obligations of or obligations unconditionally guaranteed by the United States. All moneys held by the Trustee in the Bond Reserve Fund shall be held in time or demand deposits and shall be secured as above provided except that, upon written instructions from the Board, the Trustee shall invest any or all moneys on deposit in the Bond Reserve Fund, not then required to be transferred by the Trustee to the Bond and Interest Retirement Fund, in direct obligations of or obligations unconditionally guaranteed by the United States maturing not later than the final maturity date of any outstanding Bonds.

ARTICLE V

REGISTRATION AND OWNERSHIP OF BONDS

Section 501. The Board shall keep at the office of the Trustee books for the registration and transfer of the Bonds which are registerable as provided in this Trust Indenture. Such books shall, in addition to the name of the Holder of each registered Bond, show the address of each such Holder.

The Holder of any Bond may register such Bond as to principal in his name on such registration books and such registration shall be noted on the Bond by the Trustee. The registered Holder of any Bond registered as to principal shall have the right to cause the same to be discharged from registration by transfer to bearer, in which case transferability by delivery

shall be restored, and thereafter the principal of such Bond, when due, shall be payable to the person presenting such Bond. The Trustee shall note on such Bond that it is registered to bearer and any Bond registered as payable to bearer may be registered again in the name of the Holder with the same effect as upon the full registration thereof. Successive registrations and transfers as specified may be made from time to time as desired. Registration as to principal of any Bond, however, shall not affect the negotiability of the coupons pertaining thereto, but title to each such coupon shall continue to pass by delivery and each such coupon shall remain payable to bearer.

As to any Bond registered as to principal other than to bearer, the person in whose name the same shall be registered upon books of the Trustee may be deemed and regarded as the absolute owner thereof, whether such Bond shall be overdue or not, for all purposes except for the purpose of receiving payment of the coupons; and payment of or on account of the principal or the premium, if any, due on such Bond shall be made only to or upon the order of such registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability of the City to the extent of the sum or sums so paid. The Board, the Trustee and any paying agent may deem and treat the bearer of any coupon as the absolute owner thereof, whether such coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and may treat the bearer of any Bond which shall not at the time be registered as to principal other than to bearer, or the person in whose name any coupon Bond for the time being shall be registered as to principal on the books of the Trustee, as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal thereof and premium, if any, thereon, and for all other purposes except for the purpose of receiving payment of coupons; and neither the Board, the Trustee, nor any paying agent shall be affected by any notice to the contrary. The City agrees to indemnify and save the Trustee and each paying agent, acting in good faith and without negligence, harmless from and against any and all loss, costs, charges, expenses, judgments or liability incurred by it in so treating such bearer or registered owner.

Section 502. Upon receipt by the Board and the Trustee of evidence satisfactory to them of the destruction, loss, theft or mutilation of any Bond or its coupons or both, and of indemnity satisfactory to them, and upon surrender and cancellation of any mutilated Bond and its coupons, if any,

the City may authorize and execute, and the Trustee may authenticate and deliver, to the extent not then prohibited by law, a new Bond of the same series and maturity and of like tenor, with its accompanying coupons, which in the discretion of the City or the Trustee may bear proper endorsement that it has been issued in lieu of such lost, stolen, destroyed or mutilated Bond and its coupons, if any. The Board shall require the payment of a sum sufficient to reimburse it for expenses in connection with the issue of each new Bond and coupons, if any, under this Section, including the charges of the Trustee.

ARTICLE VI

REDEMPTION OF BONDS

Section 601. Subject to the provisions of the next succeeding paragraph, whenever the City shall by resolution determine to exercise its right to redeem any Bonds which are by their terms subject to redemption prior to maturity, and shall file a certified copy of such resolution with the Trustee not less than thirty (30) days prior to the date fixed for such redemption, notice of such redemption (including the Series designation, date of maturity, and, if less than all of the Bonds of any series are to be redeemed, the numbers of the Bonds to be redeemed) shall be published by the Board or by the Trustee at least one time, the first publication to be not less than thirty (30) days prior to such redemption date, in a financial journal published in the Borough of Manhattan, City of New York, New York. If less than all of the Bonds of any one Series of Bonds are to be redeemed they shall be called in their inverse numerical order. Notice of redemption of Bonds which are registered shall be mailed, postage prepaid, at least thirty (30) days prior to the date of redemption to the registered owners at their addresses as noted on the bond registry books of the Board kept by the Trustee, but failure to mail any such notice or any defect therein or in the mailing thereof, shall not affect the validity of the proceedings for the redemption of any of such Bonds.

If provisions in conflict with the preceding paragraph are stated in the text of any Series of Bonds or in any supplemental trust indenture under which the same were issued, then such provisions shall control to the extent of such conflict in redeeming Bonds of that Series.

On or before the redemption date specified in the notice of redemption the Board shall deposit with the Trustee an amount of cash sufficient to redeem the Bonds specified in such notice or direct the Trustee to set aside and apply to such purposes moneys then held by or for the account of the Trustee which by the terms of this Trust Indenture are available for such purpose.

Section 602. If the amount necessary to redeem any Bonds called for redemption as aforesaid shall have been deposited in trust with or set aside by the Trustee for the account of the holders of the Bonds on or before the date specified for such redemption, and all proper charges and expenses of the Trustee in connection therewith shall have been paid, and notice of redemption shall have been duly given or provision satisfactory to the Trustee shall have been made for the giving of such notice, the City shall be released from all liability on such Bonds and such Bonds shall no longer be deemed to be outstanding hereunder or secured hereby, and the Holdres thereof shall look only to the Trustee for payment thereof, and interest thereon shall cease at the date specified for such redemption. The Trustee shall not be required to give notice of any call for redemption unless the amount necessary to accomplish such redemption shall have been deposited with the Trustee as aforesaid. In case any question shall arise as to whether any such notice of redemption shall have been sufficiently given, such question shall be decided by the Trustee and the decision of the Trustee shall be final and binding upon all parties in interest.

ARTICLE VII

MANAGEMENT

Section 701. Pursuant to the authority contained in Chapter 505, Acts 1957, 55th Legislature of Texas, the management and control of the system during such time as the Bonds or any additional Bonds issued hereunder are outstanding and unpaid shall be vested in a Board of Trustees consisting of five citizens of the United States of America, who are qualified electors residing in the City of San Antonio, Texas, to be known as the "Transit Board of Trustees of San Antonio". Said Board is referred to in this Indenture as the "Board" and the "Board of Trustees". The Mayor of the City of San Antonio shall ex officio be one of the members of the Board of Trustees, and the remaining members of the Board of Trustees shall consist of

Gatti, John, to serve for a term ending December 31, 1965;

Wilson, Ellis M., to serve for a term ending December 31, 1963;

Killian, M. B., to serve for a term ending December 31, 1961; and

Esquivel, John A., to serve for a term ending December 31, 1959; each term of office to commence with the date on which the initial installment of Bonds are issued hereunder.

No person who is related within the second degree of consanguinity or affinity to any member of the Board of Trustees or any person who shall have been a member of the Board of Trustees within a period of five years prior to his appointment shall be eligible for appointment as a member of the Board. The term of office of each member elected to the Board, after the initial terms of the members named above, shall be eight years. No person who has served as a member of the Board either for an initial term of two years or more, or a single eight-year term shall be eligible for appointment to the Board. A member who is appointed to the Board to serve out an unexpired portion of a retired member's term shall not be considered to have served a "term" unless the unexpired portion of the term so served is two years or more.

All vacancies in membership on the Board, whether occasioned by failure or refusal of any person above named to accept appointment or by expiration of term of office or otherwise, shall be filled by the City Council.

Removal of residence from the City of San Antonio by any member of the Board shall vacate his office as a member of the Board, and any member of the Board, other than the Mayor of the City, who shall be continuously absent from all meetings held by the Board for a period of four consecutive months shall, unless he shall have been granted leave of absence by the unanimous vote of the remaining members of the Board, be considered to have vacated his office as a member of the Board. Any member of the Board other than the Mayor of the City may, by majority vote of the remaining members of the Board and by a majority vote of all members of the City Council be removed from office after public hearing, if requested, (but only for adequate cause).

Except as may be otherwise specifically provided in this Indenture, the Board of Trustees shall have absolute and complete authority and power with reference to the control, management and operation of the System and

the expenditure and application of the revenues of the System subject to the provisions contained in this Indenture, all of which shall be binding upon and shall govern the Board of Trustees. In connection with the management and operation of the System and the expenditure and application of the revenues therefrom, the Board of Trustees shall be vested with all of the powers of the City with respect thereto, including all powers necessary or appropriate for the performance of all the covenants, undertakings and agreements of the City contained in this Indenture and with the exception of fixing rates and charges for service rendered by the System shall have full power and authority to make rules and regulations governing the furnishing of service to or any other service performed by the Board, and, to the extent authorized by law and by this Indenture, shall have full authority with reference to making of extensions, improvements and additions to the System and the acquiring by purchase or condemnation of properties of every kind in connection therewith.

The Board shall determine the rates, fees and charges for services rendered and to be rendered by the System, with due consideration being accorded to the terms, covenants and conditions contained in this Indenture and in the event such determination reflects a necessity for the adjustment, either by an increase or a reduction of such rates, fees and charges, then the Board shall submit to the City Council a full report of the basis upon which such proposed adjustment is predicated, accompanied by a formal request of the Board for approval and adoption of the rates, fees and charges recommended by the Board. If the City Council approves the adjustment thus recommended by the Board it shall pass an appropriate ordinance placing such adjusted rates, fees and charges in effect; provided however, that the rates, fees and charges for services rendered by the System shall never be reduced in such amounts as will impair the obligation of any of the covenants contained in this Indenture.

The Board of Trustees biennially shall elect one of its members as Chairman and one as Vice-Chairman of theBoard and said Board shall appoint a Secretary and Treasurer, or a Secretary-Treasurer, who may, but need not be, a member or members of the Board. If a member of the Board of Trustees is not appointed as Secretary or Treasurer, or Secretary-Treasurer, then an employee or employees of the Board may be appointed as Secretary or Treasurer

or Secretary-Treasurer. The Board of Trustes may follow and adopt such rules for the orderly handling of its affairs as it may see fit and may manage and conduct the affairs of the System with the same freedom and in the same manner ordinarily employed by the Board of Directors ofprivate corporations operating properties of a similar nature, provided that said Board shall have at least one meeting monthly. Final action on matters coming before the Board shall be taken only in meetings open to the public.

The Board of Trustees shall appoint and employ all officers and employees which it may deem desirable, including a General Manager of the System and an attorney or attorneys, provided the City Attorney shall be the Chief Legal Adviser of the Board. No officer or employee of the Board of Trustees may be employed who shall be related within the second degree of consanguinity or affinity to any member of the Board of Trustees.

The Board of Trustees shall obtain and keep continually in force an employees' fidelity andindemnity bond of the so-called "blanket" type written by a solvent and recognized indemnity company and covering losses to the amount of not less than One Hundred Thousand Dollars ($100,000.00).

The Board of Trustees shall make such provision for an Employee Retirement Plan or pensions for employees of the Board of Trustees as it may in its discretion determine.

The members of the Board of Trustees, other than the Mayor of the City, shall receive annual compensation in the amount of Two Thousand Five Hundred Dollars ($2,500.00).

The members of the Board of Trustees shall not be personally liable, either individually or collectively, for any act or omission not willfully fraudulent or in bad faith.

The City Manager, or his agent, shall be permitted to attend meetings of the Board and he shall be entitled to receive notice of such meetings in the same manner that such notice is given by the Board to its members and officials.

Section 702. The Board when expending funds for improvements, extensions, materials and supplies shall be governed by the provisions of the City Charter and the laws of Texas relating to notice to bidders, advertisement thereof, requirements as to the taking of sealed bids based upon specification for such improvements or purchase, the furnishing of surety bonds by contractors and the manner of letting contracts.

Section 703. No member of the Board, nor any officer, agent or employee of said Board, shall have a financial interest, direct or indirect, in any contract with the Board of shall be financially interested, directly or indirectly, in the sale to the Board of any land, materials, supplies or services except on behalf of the Board as an officer or employee.

ARTICLE VIII

LEASES AND SALES OF PROPERTY

Section 801. The Board and the City Council, in the manner provided and to the extent permitted by law, may lease any property constituting a part of the System which, in their opinion, is no longer necessary, appropriate, or required for the use of or profitable to, or for the best interests of the System, or which is no longer adapted to the proper operation and maintenance of the System. All moneys or income from such leases shall be deemed to be Revenues and shall be paid to the Trustee and allocated in the manner herein provided for the allocation of Revenues. All costs and expenses incurred in connection with such leases shall be paid from the Operation Fund.

Section 802. The Board and the City Council, to the extent permitted by law, may sell or otherwise dispose of property constituting a part of the System whenever they shall have determined that such property is not necessary, appropriate, profitable to or for the best interests of the Board and the System, or that it is not adapted to the proper operation and

maintenance of the System; provided, that the provisions of this Section shall not be construed as authorizing or permitting the sale or disposal of all or substantially all of the System. The proceeds of such sale or disposal shall be deposited with the Trustee and paid by the Trustee into the Renewal and Replacement Fund.

ARTICLE IX

EQUIPMENT OBLIGATIONS

Section 901. The City, acting by and through the Board, shall have power to purchase rolling stock such as cars, trolley buses and motor buses through the sale of equipment trust certificates or under conditional sales contracts, leases, trust agreements or other contracts in the forms ordinarily used in such cases and appropriate to effectuate such purpose. Payment for such rolling stock may be made in installments with or without interest and the deferred installments may be evidenced by conditional sales contracts, equipment trust certificates or notes, payment of which shall be made from the Renewal and Replacement Fund. Title to such rolling stock need not vest in the City until the deferred purchase price or the equipment trust certificates are paid. The agreement to purchase may direct the vendor to sell and assign the rolling stock to a bank or trust company duly authorized to transact business in the State of Texas, as Trustee, for the benefit and security of the holders of equipment trust certificates or notes, and may direct such Trustee to deliver the rolling stock to one or more designated officers of the Board and may authorize such Trustee simultaneously therewith to execute and deliver leases of the rolling stock to the Board. All such acquisitions of rolling stock shall be made upon order of the Board, and such acquisitions and all conditional sales contracts, equipment trust certificates, notes, leases, trust agreements or other contracts shall be authorized by ordinance of the City Council. Such conditional sales contracts, equipment trust certificates or notes, and any such leases, trust agreements or other contracts executed in connection therewith shall contain such covenants, conditions and provisions as may be deemed necessary or appropriate to insure payment of the deferred purchase price of such rolling stock or of such equipment trust certificates or notes.

ARTICLE X

COVENANTS

Section 1001. The City, acting by and through the Board, covenants continuously to operate the System in accordance with the provisions of this Trust Indenture, and to rehabilitate, reconstruct and modernize, to the extent of funds available, all portions of the System to the degree necessary in order to maintain at all times an adequate and modern transporation system adaptable to the needs of the area served by the Board.

The City, acting by and through the Board, further covenants to operate the System so that all lawful orders, consents or permits of any governmental agency or authority having jurisdiction in the premises shall be complied with (provided that the City shall not be required to comply with any such order, permit or consent so long as the validity or application thereof shall be contested in good faith); that in the operation of the System it will adopt and comply with safety regulations prescribed by laws of the State of Texas applicable to comparable system; that it will make all needful and necessary repairs, renewals and replacements to the System and keep it at all times in good repair, working order and condition; that it will duly pay and discharge or cause to be paid and discharged all taxes and other governmental obligations (if any), lawfully imposed upon the System or upon any part thereof, or upon the Revenues, when the same shall become due, and will also pay and discharge or cause to be paid and discharged, all lawful claims for labor, materials and supplies or other charges which, if unpaid, might become a lien or charge upon the Revenues or any part thereof or upon any improvements acquired, constructed or completed from the proceeds of the sale of Bonds, or upon any physical properties, or which might impair the security of the Bonds.

The City, acting through the Board, further covenants that it will by resolution make all rules and regulations governing the use, operation and maintenance of the System and that it will determine all routings and change the same whenever changes are deemed advisable by the Board, provided that no routings shall be changed in such a manner as to reduce net Revenues below the amounts required by the provisions of Section 1002.

Section 1002. The City covenants that the rates and charges for the services supplied by the System, including transfer rights and privileges, shall be lawfully determined and fixed from time to time so as to supply efficient and adequate transportation equipment and service at a cost consistent with the requirements of law and the provisions of this Trust Indenture, and, that the rates and charges for transportation shall be such that the Revenues shall at all times be sufficient in the aggregate to provide for the payment of all Operating Expense payable from such Revenues, the prompt payment of the principal of and interest on all Bonds and other obligations of the City or Board incurred for Transit System purposes, as well as all sinking fund and reserve fund payments required to be made with respect thereto, and all other charges upon such Revenues as provided in this Trust Indenture or in any agreement entered into by the City with respect to other obligations incurred or assumed by it.

The City, acting by and through the Board, covenants that so long as any Bonds may be outstanding under this Trust Indenture it will not adopt reduced rates or charges for the services supplied by the System, including transfer rights and privileges, unless the net Revenues produced by the rates and charges in effect during the immediately preceding twelve (12) months' period amounted to not less than the aggregate of the amounts required by this Trust Indenture to be paid into the Bond and Interest Retirement Fund and the Renewal and Replacement Fund during the ensuing year, in which event the City shall have the right to put into effect reduced rates and charges to such extent as it may deem adequate, but not to such extent that such reduced rates

and charges will not produce, during the succeeding twelve (12) months, the aggregate of the amounts required to be paid into the Bond and Interest Retirement Fund, and the Renewal and Replacement Fund during the ensuing year; provided, however, that such reduced rates and charges shall not be put into effect unless there shall then be in the Bond Reserve Fund the maximum amount then required to be maintained in such fund. This covenant, however, shall not prevent the placing into effect promotional rates or charges which may be found by the Board to be desirable and which in the opinion of the Board will not result in lower net income than would be produced by the rate or rates for which such promotional rates or charges would be substituted. Before placing into effect any reduction in rates and charges as permitted hereunder the Board shall file with the Trustee a report reciting the proposed reduced rates and charges then to be established, and stating the effect of such proposed new rates and charges in producing revenue sufficient during the succeeding twelve (12) months to enable the Board to comply with the covenants herein made. It is further covenanted that if there shall be put into effect any reduced rates and charges and the net Revenues during the first twelve (12) months after such reduced rates and charges are in effect shall be less than the amounts required to enable the Board to comply with the covenants herein made, then the rates and charges shall be promptly increased to such an extent as will produce net Revenues sufficient to enable it to comply with such covenants.

All rates and charges shall in any event be at all times fixed to yield annual Revenues at least equal to annual operating and maintenance expenses, including insurance costs, and all principal and interest charges on all Bonds at any time issued and outstanding under this Trust Indenture or any supplemental trust indenture as the same become due, and all sums required for reserve funds or other trust funds, or otherwise required to comply with the provisions of the covenants in this Trust Indenture. The Bonds and interest thereon provided for in this Trust Indenture shall constitute a first lien on the Net Revenues received from the use and operation of the System; and all such rates and charges and other Revenues shall constitute a trust fund for the security and payment of the Bonds, and, except as and to the extent provided in Article IV, and Article IX, and shall not be used or pledged for any other purpose so long as the Bonds or any of them are outstanding and unpaid.

Section 1003. The City covenants that so long as any Bonds may be outstanding under this Trust Indenture, it will cause the System to be operated and maintained by the Board and such officers or employees or other agents as may be designated and empowered to so act by provisions of any law now or hereafter in effect; provided, however, that the Board, with the approval of the City Council, may enter into a management contract pursuant to Section 11 of Chapter 505, Acts 1957, 55th Legislature of Texas, with any person, firm or corporation for the management of all or a part of the System.

Section 1004. The City covenants that the principal of and the interest on every Bond will be promptly paid on the dates and at the place or places and in the manner described in the respective Bonds.

Section 1005. The City, acting through the Board, covenants that, upon the written request of the Trustee, it will cause to be executed, acknowledged and delivered all such additional documents and instruments in writing and do or cause to be done all such acts and things as may be proper and reasonably necessary for effectually carrying out the intent of this Trust Indenture, and that from time to time upon written request of the Trustee it will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all supplemental trust indentures that may be necessary or proper for the purpose of securing the payment of any and all Bonds and assuring the use and application of the Revenues according to the true intent and purpose of this Indenture.

Section 1006. The City, acting by and through the Board, covenants that, so long as any Bonds may be outstanding under this Trust Indenture, it will perform and at all times fully observe any and all covenants and undertakings contained in this Trust Indenture and in each and every such Bond and coupon appurtenant thereto, and that it will preserve and protect the security of the Bonds and the rights of the Holders thereof and will warrant and defend such rights.

Section 1007. The City, acting by and through the Board, covenants that it will cause the records and accounts of the System to be kept in accordance with standard accounting principles for transit systems, with such modifications as may be necessary or appropriate to meet the accounting requirements of this Trust Indenture, and so as to reflect the operation of the System and to show an inventory of the properties and the cost thereof in reasonable detail, the costs of maintenance, replacements, retirements, depreciation and additions to the System, and such other matters as the Independent Accountants shall recommend.

The Board shall cause to be prepared and printed as promptly as practicable after the close of each fiscal year and in any event not later than November 1st of each year a report showing in complete detail results of its operations for such year and containing a statement of its assets and liabilities as of the end of such year; and shall cause the books and accounts to be audited by the Independent Accountants and a report of the results of such audit when available shall be filed with the Trustee and the City Clerk, and a copy thereof shall be made available to any Holder of Bonds upon his request.

Section 1008. The City, acting by and through the Board, covenants that so long as any Bonds are outstanding it will employ Independent Accountants. Such Independent Accountants shall be selected by the Board and shall be acceptable to the Trustee. The compensation of such Independent Accountants shall be prescribed by the Board and shall be paid out of the Operation Fund as an Operating Expense.

Section 1009. On or before the 15th day of May of each year, starting with the year 1959, the Board will cause to be prepared and will file with the Secretary of the Board, and the Trustee and the City Council a tentative budget of revenues, expenses and capital expenditures for the ensuing fiscal year. Such tentative budget will be prepared in such manner as to

segregate, insofar as advisable, the accounts relating to the different classes of operations, projects, undertakings and activities of the Board and will be so prepared that it will be possible to estimate from the budget the approximate expenses for each month during the year. Such tentative budget will show separately an estimate of the amount to be expended during the year from the Renewal and Replacement Fund for capital purposes.

Prior to August 1st of each year, but not earlier than July 15th of each year, the Board shall finally adopt the Annual Budget for the ensuing fiscal year. The manner and procedure of preparing and adopting such budget shall be governed as nearly as practicable by the Charter of the City and the general laws of the State of Texas; provided, however, that the Annual Budget shall not be adopted over the objection of the City Council except by the affirmative vote of at least four-fifths (4/5ths) of the members of the Board. In addition to the estimate of operating expenses there shall be included in each Annual Budget an estimate of the necessary expenditures for pensions or retirement annuities and the amount to be paid to the City as provided in Section 402, Article IV, and for the payments required to be made into the Bond and Interest Retirement Fund, the Bond Reserve Fund and the Renewal and Replacement Fund but notwithstanding failure to include any or all such items it shall be the duty of the Board to make provision for the payment thereof from Revenues in the manner and to the extent required by this Trust Indenture.

Each month the Board shall file with the Trustee a separate operating report of the System for the preceding calendar month and, when requested, for a twelve (12) months' period ending with such month, each of which reports shall be signed by an Authorized Officer of the Board. Such reports shall also be made available to any Holder of Bonds upon request.

Copies of the Annual Budget shall be filed with the Trustee and the Annual Budget shall be open to inspection at all reasonable times by any Holder of Bonds.

Section 1010. The City covenants that so long as any Bonds are outstanding it will not issue any Bonds or similar obligations other than those expressly provided for by this Trust Indenture and in issuing such Bonds or similar obligations it will comply with all limitations herein prescribed. The Board will not pledge or otherwise encumber the System or the Revenues except for the purposes and to the extent expressly permitted by this Trust Indenture, and it will not enter into any lease or agreement which impairs or impedes the operation of the System or any part thereof necessary to secure adequate Revenue or which otherwise impairs or impedes the rights of the Holders of the Bonds with respect to the Revenues.

Section 1011. The City, acting by and through the Board, covenants that it will not furnish free transportation or other free service to any person, firm or corporation, but all transportation, service and facilities furnished by the System will be charged for at the usual rate to all persons, firms and corporations, including employees of departments and agencies of any municipality, provided that this restriction shall not apply to policemen and firemen in full uniform and in performance of their duties.

Section 1012. The Board shall obtain from responsible insurance companies and to maintain insurance to the reasonable insurable value of the properties of the System against loss by fire (including extended coverage), wind, storms, explosions, burglary, theft, malicious mischief, boiler and machinery liability and other damages and losses to the extent that property of similar character is usually insured by private companies operating similar transit systems, and the Board shall obtain from such insurance companies insurance against loss of revenues from suspension of use or occupancy of any property of the System, and against liability and property damage, and workmen's compensation insurance, and fidelity and surety bonds or insurance in such amounts and limits of liability as shall be reasonable and consistent with the coverage usually maintained by private operators of similar transit systems. All insurance purchased by the Board shall be so written as to protect the Board and the officers, members, agents and employees thereof. All insurance premiums shall be paid from moneys in the Operation Fund. The Trustee shall be entitled at all times to demand and receive all or any policies of insurance or surety and fidelity bonds for the purpose of inspecting them.

If and when the Board shall fail to take out or maintain any insurance required under this Trust Indenture (either as to class of risk or amount) which in the discretion of the Trustee is obtainable at reasonable cost and upon reasonable terms, and is deemed by the Trustee to be necessary or desirable in the interests of the Holders of the Bonds, the Trustee in its discretion may effect such insurance in its own name as Trustee and may pay the premiums, costs and expenses of such insurance out of any moneys then held by it in the Renewal and Replacement Fund. The proceeds of any such insurance effected by the Trustee, after deducting therefrom all premiums, costs and expenses thereof, shall be paid to and deposited by the Trustee in the Renewal and Replacement Fund.

Section 1013. All insurance moneys received on account of the loss or damage to property of the System shall be promptly deposited with the Trustee and paid into the Renewal and Replacement Fund, and shall be paid out of said Fund by the Trustee upon the orders of the Board to the extent necessary to pay the cost of the repair or replacement of the damaged property. If the Board determines that such property shall not be restored or replaced, or if there be any balance of insurance moneys remaining after making said restoration or replacement, then such moneys or such balance thereof, as the case may be, shall be transferred by the Trustee to the Bond and Interest Retirement Fund.

Insurance moneys, if any, received on account of loss of revenue from suspension of use or occupancy of any property of the System shall be paid into the Revenue Fund for allocation, in the manner provided for the allocation of Revenues.

Section 1014. The City covenants that so long as any Bonds are outstanding, it will not engage in, or so far as lies in its power permit, the acquisition, construction, completion, operation or maintenance of any publicly owned transit facilities within the San Antonio Metropolitan Area which will be competitive with the System.

Section 1015. If all or any portion of the System shall be taken by eminent domain proceedings or other proceedings authorized by law, the net proceeds realized by the Board therefrom shall be paid over to the Trustee and by it deposited in the Renewal and Replacement Fund and may be withdrawn and applied by the Board in its discretion, either (a) to the replacement of the System or portion thereof so taken by condemnation or (b) to the acquisition or construction of new transit facilities which upon completion shall be part of the System.

The System or portion thereof so replaced or reconstructed from said net proceeds shall be deemed to constitute the System or portion thereof so taken, and all new transit facilities acquired or constructed from said net proceeds shall upon completion be a part of the System, and all Revenues therefrom are hereby pledged hereunder to the same extent and with like force and effect as the Revenues from the System or portion thereof so taken.

Any balance of any net proceeds realized by the Board from any condemnation proceedings not required for the purpose of replacement or reconstruction as aforesaid or for the acquisition or construction of new transit facilities within three years after the date of receipt of said net proceeds by the Board, shall be deemed to be Revenues and at the expiration of said period of three years shall be transferred by the Trustee to the Revenue Fund for allocation in the manner provided for the allocation of Revenues.

ARTICLE XI

DEFAULT PROVISIONS

Section 1101. If and whenever there shall be a failure on the part of the City, the Board or any of its officers, agents or employees to observe or perform any undertaking, covenant, obligation, condition or agreement contained in this Trust Indenture, or in any Bond issued hereunder, or if there be a failure or refusal on the part of the City, the Board or of any of its officers, agents or employees to perform or comply with any duty or obligation imposed by the law, then in any of such events it is expressly agreed that the Trustee may, and upon the written request of the Holder or Holders of twenty-five per centum (25%) of the principal amount of the Bonds outstanding and if indemnified to its reasonable satisfaction shall, institute any appropriate, legal, equitable or other proceeding for the purpose of specifically enforcing such undertakings, covenants, obligations or agreements or any of them, and to compel performance and compliance therewith; provided, however, that no such proceeding shall result in a lien on any physical properties of the Board or foreclose any title of the Board in or to such properties; and provided further that if the Trustee shall receive conflicting written requests from the Holders of the Bonds, it shall be guided by the written requests enamating from the Holders of the greater aggregate principal amount of such Bonds.

Section 1102. The Trustee is hereby appointed (and the successive respective Holders of the Bonds and interest coupons, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as Trustee to represent the Holders of the Bonds in the matter of exercising and prosecuting on their behalf such rights and remedies as may be available to such Holders under the provisions of the Bonds and this Trust Indenture as well as under provisions of applicable law. Upon any default or other occasion giving rise to a right in the Trustee to represent the Holders of the Bonds, the Trustee may take such action on behalf of the Holders of the Bonds in accordance with the provisions of Section 1101. Except as in this Section 1102 expressly provided, no Holder of Bonds, or of any coupon pertaining to any Bond, shall have any right by virtue of any provision of this Trust Indenture or of such Bond or coupon to institute any suit, action or proceeding at law or in equity for the appointment of any trustee in bankruptcy, receiver, liquidator or custodian of the Revenues or other funds pledged or held hereunder, unless (i) such Holder previously shall have given to the Trustee and to the Board written notice of an existing default and such default shall not have been remedied during the 90 day period following such notice, and (ii) shall have tendered to the Trustee security and indemnity satisfactory to it against all costs, expenses and liabilities which might be incurred in or by reason of such action, suit or proceeding and (iii) the Holders of twenty five per centum (25%) in aggregate principal amount of all Bonds then outstanding shall have requested the Trustee in writing to take action with respect to such default and the Trustee shall have declined to take such action or failed to do so within thirty (30) days thereafter. All actions brought by a Holder of Bonds shall be for the equal proportionate benefit of all Holders of Bonds and coupons.

Nothing in this Trust Indenture, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or municipality, other than the parties hereto and the Holders of Bonds and of coupons, any right, remedy or claim under or by reason of this Trust Indenture, or any covenant, condition or stipulation hereof, and all the covenants, stipulations, promises, agreements and conditions in this Trust Indenture contained, by or on behalf of the Board, shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Holders of Bonds and of coupons.

Section 1103. No remedy conferred by this Trust Indenture upon or reserved to the Trustee is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given by this Trust Indenture, and every other remedy permitted by law.

Section 1104. No delay or omission of the Trustee or of any Holder of Bonds or of coupons to exercise any right or power shall impair any such right or power or shall be construed as a waiver of any such right or power, and every power and remedy hereby conferred may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Holders of Bonds or of coupons.

Section 1105. In case the Trustee or, in an appropriate case, a Holder of Bonds shall have proceeded to enforce any right under this Trust Indenture and such proceedings shall have been terminated, discontinued or abandoned for any reason, then and in every such case the Board, the Trustee and the Holders of Bonds shall be restored to their former positions and rights, respectively, under this Trust Indenture, and all rights, remedies and powers conferred upon the Trustee and upon the Holders of the Bonds shall continue as though no such proceedings had been taken.

Section 1106. If one or more of the following events (herein called "event of default") shall happen, to-wit:

(a) If default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise;

(b) If default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable, and such default shall have continued for a period of thirty (30) days;

(c) If default shall be made by the City or the Board in the observance of any of the covenants or undertakings on its part in this Trust Indenture or any supplemental trust indenture or in the Bonds contained, and such default shall have continued for a period of thirty (30) days; or

(d) If the City shall file a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy Laws or any other applicable law or statute of the United States of America, or if a court of competent jurisdiction shall approve a petition, filed with or without the consent of the City seeking reorganization under the Federal Bankruptcy Laws or any other applicable law or statute of the United States of America, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of the System; then and in each and every such case the Holders of not less than a majority in aggregate principal amount of the Bonds at the time outstanding shall be entitled, upon notice in writing to the Board, to declare the principal of all of the Bonds then outstanding hereunder and the unpaid interest accrued thereon to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due andpayable, anything in this Trust Indenture or in the Bonds contained to the contrary notwithstanding.

All of the NET Revenues upon the date of the happening of any event of default known to the Trustee and all sums thereafter received by the Trustee hereunder shall be applied by the Trustee in the order

following upon presentation of the several Bonds and coupons, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the costs and expenses of the Holders of the Bonds in declaring such event of default, including reasonable compensation to their agents, attorneys and counsel, and to the payment of the costs and expenses of the Trustee in carrying out the provisions of this Section, including reasonable compensation to its agents, attorneys and counsel;

Second, in case the principal of the Bonds shall not have become due and shall not then be due and payable, to the payment of the interest in default in the order of the maturity of the installments of such interest, such payments to be made ratably to the persons entitled thereto without discrimination or preference;

Third, in case the principal of the Bonds shall have become and shall be then due and payable, to the payment of the whole amount then owing and unpaid upon the Bonds for principal and interest, with interest on the overdue principal at the rate of five per centum (5%) per annum, and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 1107. Subject to any contractual limitations binding upon the Holders of any of the Bonds (including the provisions of Section 1101, 1102, 1106, and any other limitations in this Trust Indenture upon the exercise of any remedy to Holders holding a specific proportion or percentage of the Bonds), any Holder of Bonds may, for the equal benefit and protection of all Holder of Bonds similarly situated:

(a) By mandamus or other appropriate proceeding require and compel the performance of any of the duties imposed upon the City or Board or assumed by it, its officers, agents or employees, in connection with the acquisition, construction, operation, maintenance, repair, reconstruction or insurance of the System, or the collection, deposit, investment, application and disbursement of rates, fares, tolls or charges and all other Revenues derived from the operation and use of the System or in connection with the deposit, investment and disbursement of the proceeds received from the sale of Bonds under the Act;

(b) By action or suit in equity, require the Board to account as if it were the trustee of an express trust, or enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds; or

(c) By action or suit in equity, apply for the appointment of a receiver of the System, and of the business and assets of the Board, if the Board is insolvent or in imminent danger of insolvency, or if in any other circumstances a receiver of the System may properly be appointed according to the usages of courts of equity. The enumeration of such rights and remedies does not, however, exclude the exercise or prosecution of any other rights or remedies available to the Holders of Bonds issued pursuant to the Act.

Section 1108. The Trustee is hereby appointed (and the successive respective Holders of the Bonds and interest coupons issued hereunder, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) the true and lawful attorney-in-fact of the respective Holders of all Bonds and interest coupons with authority to make or file, irrespective of whether the Bonds or any of them are in default as to payment of principal or interest, in the respective names of the Holders of the Bonds or interest coupons pertaining to the Bonds, as a class or classes, any proof of debt, amendment of proof of debt, petition or other document, to receive payment of any sum or sums becoming distributable on account thereof, and to execute any and all other papers and documents and to do and perform any and all acts and things for and in behalf of the respective Holders of the Bonds or interest coupons, or in behalf of such Holders as a class or classes, as may be necessary or advisable in the opinion of such attorney-in-fact in order to have the respective claims of such Holders of Bonds or interest coupons allowed in any equity receivership, insolvency, liquidation, bankruptcy or other proceedings to which the Board may at any time be a party, and to receive payment of or on account of such claims; and each and every receiver, assignee or trustee in bankruptcy is hereby authorized by each of the respective Holders of the Bonds and interest coupons to make such payments to such attorney-in-fact, and, in the event that such attorney-in-fact shall consent to the making of such payments directly to such Holders, to pay to such attorney-in-fact any amount which may be due to it for compensation and expenses, including counsel fees, incurred by it up to the date of such distribution.

ARTICLE XII

CONCERNING THE TRUSTEE AND PAYING AGENTS

Section 1201. The Trustee accepts the trust hereby created upon the terms and conditions specified in this Article, to all of which the City and by their acceptance thereof, the Holders of Bonds agree.

Whenever under the provisions of this Trust Indenture the Trustee shall be under obligation to institute, or shall have determined in the exercise of any discretion vested in it by this Trust Indenture to institute, any legal proceeding, the Trustee shall use the same degree of care and skill in the conduct of the proceeding as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provision of this Trust Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

1. The duties and obligations of the Trustee shall be determined solely by the express provisions of this Trust Indenture and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Trust Indenture against the Trustee. Specifically, but without limiting the generality of the foregoing, the Trustee shall not be responsible for any failure of the Board to deposit with the Trustee funds required to be so deposited by this Trust Indenture, nor for the application of any funds paid out by the Trustee in accordance with the terms hereof. Funds deposited to the credit of the Trustee by or on the instruction of the Board with depositaries other than the Trustee shall be held by such depositaries in trust, for the account of the Trustee, to be withdrawn by the Trustee for the purposes specified in this Trust Indenture. The Trustee shall have no responsibility for money deposited with any such depositary by direction of the Board nor for the selection of any such depositary. The Trustee shall have no responsibility with respect to any loss of moneys deposited by or at the direction of the Board in depositaries other than the Trustee arising through the insolvency or the act, default or omission of any such depositary. The Trustee shall have no responsibility for the disposition of the proceeds of any Bonds, except to deal with any such proceeds actually deposited with it in the manner required of it by the terms of this Trust Indenture; and

2. In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, upon any certificates, orders or opinions furnished to the Trustee; but in the case of any such certificates, orders or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under the duty to examine the same to determine whether or not they conform to the requirements of this Trust Indenture. The Trustee may, in its discretion, but without obligation so to do, require such further evidence or make such further investigation as to the truth of any statement or the correctness of any opinions furnished to it hereunder as it may deem appropriate; and

3. The Trustee shall not be liable for any error of judgment made in good faith by any officer or officers of the Trustee, if such officer or officers shall have been chosen and continued in office in the exercise of due care; and

4. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of Bonds relative to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Trust Indenture.

None of the provisions contained in this Trust Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability of itself in the performance of any of its duties or in the exercise of any of its rights or powers.

Section 1202. The Trustee and each Paying Agent shall be protected in acting upon any order, notice, request, consent, certificate, bond, coupon or other paper or document believed by it to be genuine and to have been signed and presented by the proper party.

The Trustee may exercise its powers and perform its duties by or through and may select and employ in and about the execution of this trust, attorneys, accountants, agents, and other employees and the Trustee shall not be answerable for the default or misconduct of any such attorney, accountant, agent or other employee selected and appointed by it with reasonable care.

The Trustee shall not be under any obligation to take any action toward the execution or enforcement of the trust created by this Trust Indenture which in its opinion may involve it in expense or liability, unless furnished with indemnity satisfactory to it. Except as expressly otherwise provided in this Trust Indenture, neither the Trustee nor any Paying Agent shall be bound to recognize any person as a Holder of Bonds or of coupons unless and until his Bond or coupons are submitted for inspection, if required, and his title thereto is established to the satisfaction of the Trustee or Paying Agent if such title is disputed.

The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trust herein created by this Trust Indenture, and the City agrees to pay such compensation, as well as all reasonable expenses incurred by it; and such payments shall be a proper charge against the Operation Fund, except that the Trustee's charges for registration of a bond or transfers to or from registered form shall be paid by the Holder requesting same. Such charge shall not exceed Two Dollars ($2.00). The Trustee shall have the right to payment of any and all sums due it under this Trust Indenture out of funds of the Board in the hands of the Trustee prior to the rights and claims of the Holders of the Bonds and of coupons.

Each Paying Agent shall be entitled to reasonable compensation for all services rendered by it under this Trust Indenture.

In making any determination of fact the method of evidencing or proving which is not specified by this Trust Indenture, the Trustee or any Paying Agent may rely upon a resolution of the Board, certified by its Secretary, finding such fact or setting forth the manner in which such fact shall be determined.

The Trustee may advise, from time to time, with legal counsel as to its duties and obligations under this Trust Indenture, and the Board agrees to pay all reasonable charges therefor as provided above. When acting in good faith in accordance with the opinion of counsel the Trustee shall incur no liability for any action taken or suffered or for any failure to act.

The Trustee shall not be responsible for the recitals or representations contained in this Trust Indenture or in any of the Bonds or coupons (save only the Trustee's authentication on the Bonds), all of which are made by the City.

The Trustee shall not be responsible for the validity or sufficiency of this Trust Indenture or of the Bonds and coupons appertaining thereto, or the execution thereof by or on behalf of the City, and makes no representation with respect thereto except as to the Trustee's authentication on the Bonds.

It shall be no part of the duty of the Trustee to see to or itself to effect any insurance or the payment of any tax, assessment or other governmental license fee or charge which may be levied, assessed, or imposed against the Trustee or against the Board or against all or any part of the System or against the Holders of Bonds, or to see to the performance or observance by the City or Board of any of its covenants or agreements except as herein specifically provided and undertaken. The Trustee may acquire or hold Bonds and coupons and equipment trust certificates or other obligations representing unpaid rental or the purchase price of rolling stock being acquired by the Board with the same rights which it would have if it were not Trustee.

Section 1203. The Trustee or any Trustee hereafter appointed may resign and be discharged of the trust created by this Trust Indenture by delivering written notice of such resignation to the Secretary of the Board and by publishing such notice at least twice a week for two (2) successive weeks in a newspaper of general circulation published in the City of San Antonio, Texas, and in a financial journal published in the Borough of Manhattan, City of New York, New York. Such resignation shall take effect on a date to be specified in such notice which shall be not less than forty (40) days after the first publication of such notice unless previously a successor to the Trustee shall have been appointed in the manner hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

Any Trustee may be removed at any time by an instrument in writing executed by the Holders of fifty-one per centum (51%) in aggregate principal amount of the Bonds at the time outstanding but no such removal shall be made except with the written consent of the Board unless the Board or the City is then in default of its covenants or undertakings, as herein set forth.

Section 1204. In case at any time a Trustee shall resign or be removed or become incapable of acting, a successor Trustee shall be appointed by the City. The City shall cause a notice of such appointment to be published once a week for two (2) successive weeks in a newspaper of general circulation published in the City of San Antonio, Texas, and in a financial journal published in the Borough of Manhattan, City of New York, New York. Every Trustee at any time appointed in succession to any prior Trustee shall be a bank, banking association or trust company created under the laws of the State of Texas or of the United States of America, authorized by law to accept and execute trusts, having a place of business in the County of Bexar, Texas, and having a combined capital and surplus aggregating at least Five Million Dollars ($5,000,000.00), and which shall have been in existence and so authorized by law to accept and execute trusts for a period of not less than ten (10) years preceding the date of such appointment.

If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within two (2) months after a vacancy shall have occurred in the office of Trustee, a successor Trustee may be appointed by an instrument in writing executed by the

Holders of fifty-one per centum (51%) in aggregate principal amount of the Bonds then outstanding, or any Holder of Bonds or any retiring Trustee may apply to a court of competent jurisdiction to appoint a successor Trustee, and said court may upon such notice as it may deem proper appoint a successor Trustee. Any successor Trustee appointed by the Holders of Bonds or by a court of competent jurisdiction shall have the same qualifications prescribed in this Section for a successor Trustee appointed by the City.

Any such new Trustee shall execute, acknowledge and deliver to the Trustee last in office and also the City an instrument acknowledging such appointment and thereupon such new Trustee without any further act or conveyance shall become vested with all the rights, powers and trusts of its predecessor, with like effect as if originally named in this Trust Indenture. The Trustee ceasing to act, on the written request of the new Trustee and upon payment of all sums due to it, shall (i) execute and deliver an instrument transferring to such new Trustee all rights, powers and trusts of the Trustee so ceasing to act and (ii) duly assign, transfer and deliver to the new Trustee any and all property and moneys then held by such Trustee ceasing to act.

Should any conveyance orother instrument in writing be required from the City by any new Trustee for more fully and certainly vesting in and confirming to such new Trustee such rights, powers and duties, any and all such instruments in writing upon request shall be executed and delivered by the City to such new Trustee.

Section 1205. Within ten (10)days after the end of each quarter of the fiscal year beginning with thequarter during which the Trustee first receives moneys pursuant to this Trust Indenture, the Trustee shall file with the Board a financial statement setting forth the amount as at the end of such quarter in each of the Funds and Accounts then held by the Trustee under this Trust Indenture and also setting forth all receipts into and disbursements from each such Fund and Account during such quarter. The Trustee shall at all times maintain appropriate accounts which will indicate from day to day the amount and character of all deposits with it and the proportion of such deposit allocated to each of the Funds and Accounts established pursuant to and to be maintained by the Trustee under this Trust Indenture.

The Trustee shall allow and credit interest on moneys held by it under this Trust Indenture at such rate as it customarily allows on similar funds of similar size under similar conditions. All deposits made with the Trustee shall be held in trust subject to withdrawal only as provided in this Trust Indenture.

Section 1206. The City may appoint any bank or trust company in any city in which the Bonds of any series may be made payable as its Paying Agent in such city. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Trust Indenture by executing and delivering to the City and to the Trustee a written acceptance thereof. The City may appoint as many Paying Agents in different cities as it deems desirable.

No Paying Agent shall be responsible for any recitals or representations contained in this Trust Indenture or in any of the Bonds or coupons. No Paying Agent shall be responsible for the validity or sufficiency

of this Trust Indenture or of the Bonds and coupons appertaining thereto, or the execution thereof, by or on behalf of the City or the Trustee, and no Paying Agent shall be deemed to have made any representation with respect thereto. No Paying Agent shall have any liability in connection with the performance of its duties hereunder except for its willful malfeasance.

Any Paying Agent or any successor Paying Agent may at any time resign and be discharged from the duties and obligations created by this Trust Indenture by giving at least sixty (60) days written notice to the City and to the Trustee. Any Paying Agent or any successor Paying Agent may be removed at any time by an instrument filed with the Paying Agent and signed by the City. Any successor to any Paying Agent shall be appointed by the City. If for any reason there shall not at any time be a successor to any Paying Agent resigned or removed, all of the duties of such resigned or removed Paying Agent may be performed by or on behalf of the Trustee by any agency acceptable to and approved by the Trustee. In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver to its successor Paying Agent (or the Trustee if acting in lieu of a successor Paying Agent) all moneys held by it as Paying Agent.

Section 1207. Any corporation into which the Trustee or any Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which it is a party, shall be the successor Trustee or Paying Agent, as the case may be, without the execution or filing of any paper or the performance of any further act.

Section 1208. In case any Bonds shall have been authenticated by the Trustee but not delivered, any successor Trustee may adopt the certificate of authentication of the Trustee so authenticating the Bonds and deliver said Bonds so authenticated; and in case any Bond shall not have been authenticated any successor Trustee may authenticate such Bond in the name of the predecessor Trustee or in the name of the successor Trustee, and in all cases such certificate of authentication shall have the full force which it is anywhere in the Bonds or in this Trust Indenture or in any supplemental trust indenture specified that the certificate of authentication of the Trustee shall have.

Section 1209. If for any reason and at any time there should not be a Trustee acting hereunder, or to the extent that the Trustee should not be able fully to discharge all duties herein imposed upon it, the City, acting by and through the Board covenants that it will administer as an independent Trustee all Revenues, Funds, Accounts and moneys referred to in this Trust Indenture in the same manner as it is herein required that such Revenues, Funds, Accounts and moneys shall or may be administered by the Trustee, and the Board shall discharge the duties herein imposed upon the Trustee in the same manner as it is herein required that such duties shall be discharged by the Trustee, until such time as a successor Trustee shall lawfully be appointed or the Trustee be fully able to discharge such duties.

ARTICLE XIII

DEFEASANCE

Section 1301. If the City, after all Bonds have become due and payable shall well and truly pay, or cause to be paid, the whole amount of

the principal and interest due thereon, or if notice of the redemption of all Bonds then outstanding shall have been duly given and the required deposits made for such redemption and the City shall also pay, or cause to be paid, all other sums payable hereunder by it, then all property, rights and interests of the Trustee, including cash on hand and funds in the hands of the Trustee or other depositaries, except cash specially deposited for the purpose of redeeming or purchasing Bonds and coupons, shall revert to the City, and the Trustee in such case, on demand of the City and at its cost and expense, shall execute and deliver to the City such written evidence of the termination and satisfaction of this Trust Indenture as the City may reasonably require.

ARTICLE XIV

AMENDMENTS

Section 1401. Without any prior action by or notice to the Holders of Bonds, the City and the Trustee may, from time to time, and at any time enter into such agreements supplemental to this Trust Indenture as shall be mutually deemed by them necessary or desirable:

(a) to add to the covenants and undertakings of the City contained in this Trust Indenture such additional covenants and undertakings as may be authorized or permitted by law;

(b) to cure any ambiguity, or to cure, correct or supplement any defective or inconsistent provisions of this Trust Indenture or to accomplish any other purpose not inconsistent with the provisions of this Trust Indenture and which shall not impair the security afforded thereby.

Section 1402. The Holders of seventy-five per cent (75%) in principal amount of the Bonds at any time outstanding (not including in any case any bonds which may then be held or owned by or for the account of the City), shall have the right from time to time to consent to and approve the execution by the City and the Trustee of such Indentures supplemental hereto as shall be deemed necessary or desirable by theCity for the purpose of modifying or amending any of the terms or provisions contained in this Indenture, or in any Indenture supplemental thereto, or contained in the ordinance authorizing any Bonds secured by this Indenture, provided, however, that nothing herein contained shall permit or be construed as permitting the modification or amendment of the terms and conditions contained in this Indenture, any supplemental Indenture or in said ordinance or in any bonds so as to:

(a) Make any change in the maturity of the bonds;

(b) Reduce the rate of interest borne by any of the bonds;

(c) Reduce the amounts of the principal payable on the bonds;

(d) Modify the terms of payment of principal or of interest upon the bonds or any of them or impose any conditions with respect to such payment;

(e) Affect the rights of the holders of less than all of the bonds then outstanding;

(f) Change the minimum percentage of the principal amount of bonds necessary for consent to such modification.

If at any time the City shall request the Trustee to enter into such supplemental Indenture, the Trustee, unless it shall deem that such proposed supplemental Indenture shall contain provisions which affect its rights or obligations and to which it is unwilling to assent, shall at the expense of the City cause notice of the proposed execution of such supplemental Indenture to be published in a newspaper or journal published in the City of New York, New York, and in a newspaper of general circulation published in the City of San Antonio, once during each calendar week for at least four successive calendar weeks. Such notice shall briefly set forth the nature of such proposed supplemental Indenture and shall state that a copy thereof is on file at the principal office of the Trustee for inspection by all Holders of Bonds.

A substantial copy of such notice shall be mailed by the Trustee to each Holder of registered Bonds, but the failure to mail such notice in any instance shall not affect the sufficiency of the consent by the Holders of 75% of the bonds. Such mailed notice is for the convenience of such registered Holders and is not a prerequisite to the modification of the Indenture.

Whenever at any time within one year from the date of the first publication of said notice, the City shall deliver to the Trustee an instrument or instruments executed by the Holders of at least seventy-five per cent (75%) in aggregate principal amount of the Bonds then outstanding as in this section defined, which instrument or instruments shall refer to the proposed supplemental Indenture described in said notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof on file with the Trustee, thereupon, but not otherwise, the Trustee shall execute the said supplemental Indenture in substantially the said form without liability or responsibility to any Holder of any Bond, whether or not such holder shall have consented thereto.

If the Holders of at least seventy-five per cent (75%) in aggregate principal amount of the Bonds outstanding as in this section defined at the time of execution of any such supplemental Indenture, or the predecessors in title of such Holders, shall have consented to and approved the execution thereof as herein provided, no Holder of any Bond, whether or not such Holder shall have consented to or shall have revoked any consent as in this section provided, shall have any right or interest to object to the execution of such supplemental Indenture or to object to any of the terms or provisions therein contained or to the operation thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Upon the execution of any supplemental Indenture pursuant to the provisions of this section, this Indenture and the ordinance authorizing the Bonds shall be and be deemed to be modified and amended in accordance with such supplemental Indenture, and the respective rights, duties and obligations under this Indenture of the City, the Trustee, and all the Holders of outstanding Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Any consent given by the Holder of a Bond pursuant to the provisions of this section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this section, and shall be conclusive and binding upon all future Holdersof the same Bond during such period. Such consent may be revoked at any time after six months from the date to the first publication of such notice by the Holder who gave such consent or by a successor in title, by filing notice with the Trustee in form satisfactory to it of such revocation of consent, but such revocation shall not be effective if the Holders of seventy-five per cent (75%) aggregate principal amount of the Bonds outstanding as in this section defined have, prior to the attempted revocation, consented to and approved the supplemental Indenture referred to in such revocation. For the purposes of this section, ownership of Bonds shall be established in the manner provided in Section 501 of Article V of this Indenture.

Any supplemental Indenture executed in accordance with the provisions of this Article shall thereafter form a part of this Indenture and all the terms and conditions in any such supplemental Indenture to any provision authorized to be contained therein shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

ARTICLE XV

MISCELLANEOUS

Section 1501. Any headings of the several Articles of this Trust Indenture are inserted for convenience of reference only and shall not be held or construed in any manner to limit or qualify the meaning of this Trust Indenture.

Section 1502. This Trust Indenture is executed in multiple counterparts, each of which is and shall be taken, accepted and received as an original by the parties named and recited herein. This Trust Indenture shall be legal and effective according to its terms without recordation.

Section 1503. Whenever in this Trust Indenture or in any supplemental trust indenture either the City, the Board or the Trustee or any Paying Agent is named or referred to, such reference shall be deemed to include the successors and assigns thereof, and all covenants and agreements in this Trust Indenture contained by or on behalf of the City or the Trustee or any Paying Agent shall bind and inure to the benefit of the respective successors and assigns thereof, whether so expressed or not. If the powers or duties of the City or the Board shall hereinafter be transferred by any provision of the Constitution or any other law of the State of Texas, and if such transfer shall relate to any matter or thing permitted or required to be done under this Trust Indenture by the City or the Board, then the entity that shall succeed to such powers or duties shall act and be obligated in the place or stead of the City or the Board.

Section 1504. Any publication to be made under the provisions of this Trust Indenture in successive weeks may be made in each instance upon any business day of the week and need not be made on the same day of any succeeding week or in the same newspaper for any or all of the successive publications, but may be made in different newspapers.

Section 1505. If any one or more of the covenants, undertakings or agreements or portions thereof in this Trust Indenture to be performed by the City or the Trustee or any Paying Agent should be contrary to law, then such covenant or covenants, undertaking or undertakings, or agreement or agreements, or portions thereof, shall be null and void and shall be deemed separable from the remaining covenants, undertakings and agreements or portions thereof, and shall in no way affect the validity of this Trust Indenture or of the Bonds; and the Bondholders shall retain all of the rights and benefits accorded to them under the Constitution and laws of the State of Texas.

Section 1506. All checks may be signed on behalf of the Board manually by, or with the facsimile signatures of, such persons as at the actual date of such signature shall be the proper officers authorized to sign.

IN TESTIMONY WHEREOF, theCity of San Antonio, Texas, pursuant to ordinance duly passed has caused this instrument to be signed in its behalf by its Mayor, and its official seal to be hereto affixed, attested by its City Clerk, and National Bank of Commerce of San Antonio, San Antonio, Texas, to evidence its acceptance of the trust created by this Trust Indenture has caused this instrument to be signed in its behalf and in its name by its Trust Officer, and its corporate seal to be hereto affixed, attested by its Assistant Trust Officer, this _____ day of _____, 1959.

CITY OF SAN ANTONIO, TEXAS

BY_____
Mayor

(SEAL)

ATTEST:

_____
City Clerk

NATIONAL BANK OF COMMERCE OF SAN ANTONIO
San Antonio, Texas, Trustee

BY_____
Trust Officer

(SEAL)

ATTEST:

_____
Assistant Trust Officer

STATE OF TEXAS :

COUNTY OF BEXAR :

On this _____ day of _____, in the year 1959, before me, the undersigned, a Notary Public in and for said County of Bexar, residing therein, duly commissioned and sworn, personally appeared _____, known to me to be a Trust Officer, and _____, known to me to be an Assistant Trust Officer, of the National Bank of Commerce of San Antonio, San Antonio, Texas, and known to me to be the persons who executed the within instrument on behalf of said bank therein named, and acknowledged to me that such bank executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of Bexar on the day and year in this certificate first above written.

_____
Notary Public in and for the County of Bexar, State of Texas.

(NOTARIAL SEAL)

My Commission Expires _____.

STATE OF TEXAS :

COUNTY OF BEXAR :

On this ____ day of _____, in the year 1959, before me, the undersigned, a Notary Public in and for said County of Bexar, residing therein, duly commissioned and sworn, personally appeared J. Edwin Kuykendall, known to me to be the Mayor and J. Frank Gallagher, known to me to be the City Clerk, and known to me to be the persons who executed the within instrument on behalf of said City of San Antonio therein named, and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of Bexar on the day and year in this certificate first above written.

_____
Notary Public in and for the County of Bexar, State of Texas.

(NOTARIAL SEAL)

My Commission Expires _____.

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

5. That the provisions of this ordinance shall constitute a contract between the City and the holder or holders from time to time of the Revenue Bonds after the issuance of any of said bonds.

6. The Revenue Bonds when properly executed by the City officials, approved by the Attorney General, registered by the Comptroller of Public Accounts of the State of Texas, and authenticated by the Trustee, shall be held by the Director of Finance of said City until delivered by him to the proper purchaser or purchasers thereof. The Mayor, City Clerk and Director of Finance are authorized and directed to do any and all things necessary or convenient to effect delivery thereof to purchaser.

7. That the sale of the bonds herein authorized to Rowles, Winston and Company, Houston, Texas, and Associates, at a price of par and accrued interest to date of delivery, is hereby confirmed. Delivery of such bonds shall be made to such purchasers as soon as may be after the passage of this ordinance upon payment therefor in accordance with the terms of sale.

8. The fact that the City of San Antonio is in great need of the funds provided by this ordinance, creates an urgency and an emergency, for the immediate preservation of public health, peace and safety and requires that this ordinance shall take effect ten days from and after its passage, and it is accordingly so ordained.

PASSED AND APPROVED this 26th day of March, 1959.

/s/ J. Edwin Kuykendall
Mayor, City of San Antonio, Texas.

ATTEST:

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