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

1. This ordinance manifests an agreement between the City and Alamo Aviation, Inc., a Texas private corporation acting by and through its designated officers pursuant to a resolution of its board of directors, extending the option period on lease Area #38 set out in the contract dated October 31, 1962, approved by Ordinance 30872, as follows:

- (a) The option of lessee, Alamo Aviation, Inc., to lease the tract referred to as Lease Area #38 is extended to February 28, 1963.
- (b) All other provisions of such contract referring to this option shall remain in effect during the period of this extension.

2. PASSED AND APPROVED this 30th day of January, 1963.

ATTEST: J. H. Inselmann
City Clerk

Walter C. Gunstream
Mayor Pro-Tem

AN ORDINANCE 31085

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

* * * * *

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

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

(Case No. 1832)

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

Lot 1, Blk 2, NCB 11270

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 6th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
Mayor

AN ORDINANCE 31086

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

* * * * *

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

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

(Case No. 1755)

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

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 6th day of February, A. D., 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
Mayor

AN ORDINANCE 31087

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

* * * * *

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

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

(Case No. 1758)

The rezoning and reclassification of property from "JJ" Commercial District to "L" Manufacturing District listed below as follows:

Lot 30, NCB 8733

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 6, February, A. D., 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
Mayor

AN ORDINANCE 31088

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

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day of November, 1938, be and the same is hereby amended so that paragraph 2 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. 1800)

The rezoning and reclassification of property from "E" Office District to "J" Commercial District listed below as follows:

The North 63.9' of Lot 22, NCB 982

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 6th day of February, A.D., 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
Mayor

AN ORDINANCE 31089

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

* * * * *

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

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

(Case No. 1825)

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

Lot 16, Blk 2, NCB 3929

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 for inspection.

4. PASSED AND APPROVED this 6th day of February, A.,D., 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
Mayor

AN ORDINANCE 31090

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

* * * * *

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

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

(Case No. 1829)

The rezoning and reclassification of property listed below:

Lots 16 and 17, NCB 10365 from "A" Residence District to "B" Residence District; Lots 18, 19 and 20, NCB 10365 from "A" Residence District to "D" Apartment District; Lots 21, 22 and 23 NCB 10365 from "A" Residence District to "E" Office District; and Lot 24, NCB 10365 from "A" Residence District to "F" Local Retail District.

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

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

4. PASSED AND APPROVED this 6th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
Mayor

AN ORDINANCE 31091

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

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

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

(Case No. 1799)

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

Lot 19, Blk 1, NCB 11287

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 6th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
Mayor

AN ORDINANCE 31092

ACCEPTING THE LOW BID OF KILLIAN-HOUSE COMPANY FOR CONSTRUCTION OF GUADALUPE STREET GRADE SEPARATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD PUBLIC WORKS CONSTRUCTION CONTRACG, APPROPRIATING THE SUM OF \$571,422.00 OUT OF 479-17, GUADALUPE STREET GRADE SEPARATION BOND FUND, PAYABLE TO KILLIAN-HOUSE COMPANY, APPROPRIATING FROM SUCH FUND, THE SUM OF \$25,000.00 TO BE USED AS A CONSTRUCTION CONTINGENCY ACCOUNT ON SAID PROJECT, AND FURTHER APPROPRIATING THE SUM OF \$10,000.00 FROM SUCH FUND TO BE USED AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT ON SAID PROJECT.

* * * * *

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

1. The low bid of Killian-House Company for construction of Guadalupe Street Grade Separation is hereby accepted.

2. The City Manager is hereby authorized and directed to execute standard public works construction contract with Killian-House Company for such project.

3. The following sums are hereby appropriated out of No. 479-17, Guadalupe Street Grade Separation Bond fund on this project:

- a. The sum of \$571,422.00 payable to Killian-House Co.
- b. The sum of \$25,000.00 to be used as a Construction Contingency Account.
- c. The sum of \$10,000.00 to be used as a Miscellaneous Expenses Contingency Account.

4. PASSED AND APPROVED this 6th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
Mayor

AN ORDINANCE 31093

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF JORDAN FORD, INC. TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH SIX TRUCK-TRACTORS FOR REFUSE COLLECTION UNITS FOR A NET TOTAL OF \$32,142.00.

* * * * *

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

1. The attached low qualified bid of Jordan Ford, Inc. dated January 31, 1963 to furnish the City of San Antonio Department of Public Works with six truck-tractors (Ford C-750) for use with refuse collection units for a net total of \$32,142.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-21-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 6th day of February, 1963.

ATTEST: J. H. Inselmann
Mayor

W. W. McAllister
Mayor

AN ORDINANCE 31094

LEVYING AN AD VALOREM TAX FOR THE SUPPORT OF THE CITY GOVERNMENT OF THE CITY OF SAN ANTONIO: LEVYING A TAX TO SUPPORT THE CITY-COUNTY TB CONTROL BOARD: LEVYING A TAX TO PAY THE INTEREST ON THE FUNDED DEBT OF SAID CITY, AND TO CREATE A SINKING FUND THEREFOR: AND FIXING THE TAX RATE AT \$1.82 PER \$100.00 OF VALUATION, ALL SAID TAXES BEING LEVIED FOR THE TAX YEAR BEGINNING JUNE 1, 1962 and ENDING MAY 31, 1963.

* * * * *

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

Section 1: - That there is hereby levied for general purposes, for the tax year beginning June 1, 1962 and ending May 31, 1963 on all property real, personal and mixed, within the limits of the City of San Antonio, not otherwise exempted by the constitution and laws of the State of Texas and ordinances of this city, an ad valorem tax of, and at the rate of \$1.2521 upon each one hundred dollars of assessed valuation.

Section 2: - That, to provide for the support of the City-County TB Control Board, there, hereby, is levied for the tax year beginning June 1, 1962 and ending May 31, 1963, a special tax of, and at the rate of \$.0141 upon each one hundred dollars of assessed valuation.

Section 3: - That, to provide for the payment of the interest on general bonds and City Hall Annex purchase note issued by the City of San Antonio and to create a sinking fund for the payment thereof as they severally mature, there, hereby, is levied for the tax year beginning June 1, 1962 and ending May 31, 1963, a special tax of, and at the rate of \$.5538 on every one hundred dollars of assessed valuation on all property mentioned in Section 1 thereof, in accordance with the rate for each issue of bonds, enumerated as follows:

<u>DATE OF ISSUE</u>	<u>ISSUE</u>	<u>RATE PER \$100.00 OF ASSESSED VALUATION</u>
January 1, 1924	Public Park Improvements	\$.00028
January 1, 1924	Street Paving and Street Marking	.00134
January 1, 1924	Sanitary Sewers, Mains and Laterals	.00028
January 1, 1924	Fire and Police Department Building	.00028
January 1, 1924	Opening and Widening and Straightening Streets	.00079
January 1, 1924	Permanent Bridges	.00028
January 1, 1924	Storm Sewers and Drains	.00078
January 1, 1924	Flood Prevention	.00776
January 1, 1924	Public Auditorium Building	.00055
January 1, 1926	Opening and Widening and Straightening Streets	.00121
January 1, 1926	Construction Permanent Bridges	.00030
January 1, 1926	Public Auditorium Building	.00060
January 1, 1926	Paving Public Streets and public Places	.00073
January 1, 1926	Sewers and Drains	.00020
January 1, 1927	City Hall Building	.00074
January 1, 1927	Incinerators and Garbage Loading Stations constructi.	.00038
January 1, 1927	Construction of a Permanent System of Sewers and Drains	.00225
January 1, 1927	Street Paving and Grading	.00086
January 1, 1927	Permanent Bridges	.00073
January 1, 1927	Opening and Widening and Straightening Streets	.00274
January 1, 1927	Public Parks Improvements	.00037
January 1, 1927	Fire and Police Department Buildings	.00038
January 1, 1927	Public Auditorium Building	.00025
January 1, 1927	Flood Prevention	.00187
August 1, 1928	Constructing a Permanent System of Sewage Disposal and permanent Sanitary Sewers and Drains	.00416
August 1, 1928	Opening and Widening and Straightening Public Streets and Public Places	.00200
August 1, 1928	Paving and Grading the Public Streets and Public Places	.00253
August 1, 1928	Permanently Improving the San Antonio River, San Pedro and Alazan Creeks and Constructing Permanent Storm Sewers and Drains	.00160
August 1, 1928	Permanent Bridges	.00052
August 1, 1928	Permanent Building, Fire Alarm and Police Signal System	.00093
August 1, 1928	Construction of Permanent Public Improvements in the Public Parks	.00133
August 1, 1928	Permanent Public Library Building	.00161
August 1, 1928	Acquiring Land for international Exposition Grounds	.00081
August 1, 1928	Acquiring "Spanish Governor's Palace"	.00014
November 1, 1946	A-45 Interregional Highway	.01022
November 1, 1946	B-45 Airport Administration Building	.00871
November 1, 1946	C-45 Street and Bridge	.01160
November 1, 1946	E-45 Garbage Disposal	.00175
November 1, 1946	U-45 Fire Station	.00081
March 1, 1948	Sanitary Sewer Plant and System A-47	.03688
March 1, 1950	State of State-Aid Highways and Streets and Bridges A-49	.02131
March 1, 1955	Expressway and Street Improvement	.06313
March 1, 1956	General Improvement	.03632
December 1, 1956	General Improvement - Series "A"	.03995
December 1, 1957	General Improvement Bonds of 1957	.01936
February 1, 1958	General Improvement Bonds of 1958	.03991
April 1, 1958	Supplemental City Hall Note - Sinking Fund	.00768
March 1, 1959	General Obligation Bonds of 1959	.07689
March 1, 1960	General Obligation Bonds of 1960	.06218
April 1, 1961	General Obligation Bonds of 1961	.03636
April 1, 1962	General Obligation Bonds of 1962	.02446
April 1, 1963	General Obligation Bonds of 1963	.01470
		<u>\$.55380</u>

PASSED AND APPROVED this 6 day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W.W. McAllister
Mayor

AN ORDINANCE 31095

CHANGING THE NAME OF COLISEUM DRIVE TO EXPOSITION DRIVE BETWEEN EAST HOUSTON STREET AND EAST COMMERCE STREET AND CHANGING THE NAME OF WILLOW SPRINGS ROAD TO COLISEUM ROAD BETWEEN EAST HOUSTON STREET AND PAN-AM EXPRESSWAY.

* * * * *

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

- 1. Coliseum Drive, extending from East Houston Street to East Commerce Street, is hereby changed to Exposition Drive.
- 2. Willow Springs Road, extending from East Houston Street to Pan-Am Expressway is hereby changed to Coliseum Road.
- 3. PASSED AND APPROVED this 6th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
Mayor

A RESOLUTION

EXPRESSING OPPOSITION OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO TO SENATE BILL 39 WHICH HAS BEEN INTRODUCED IN THE SENATE, AND HOUSE BILL 2 WHICH IS IDENTICAL AND NOW PENDING IN THE LEGISLATURE OF THE STATE OF TEXAS.

* * * * *

WHEREAS, a bill is pending before the Senate and House of Representatives of the State of Texas which would provide for compulsory arbitration on behalf of the transit employees of the City of San Antonio and granting them privileges not enjoyed by other city employees, and

WHEREAS, the effect of such a bill would be to take away from the elected representatives of the citizens the authority and responsibility for managing public money and supplying services to the citizens, NOW THEREFORE,

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

- 1. The City Council of the City of San Antonio hereby expresses its opposition to Senate Bill 39, and House Bill 2, which have been introduced in the Senate and House of Representatives of the State of Texas.
- 2. The City Clerk is directed to furnish a certified copy of this Resolution to each member of the Bexar County Delegation to the State Legislature, and to the Chairman of the Committee on Municipal and Private Corporations of the House of Representatives of the State of Texas.
- 3. PASSED AND APPROVED BY unanimous vote of the City Council this 6th day of February A.D., 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
Mayor

AN ORDINANCE 31096

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF B. L. HENDERSON & SONS, INC. AND GOLDTHWAITE'S OF TEXAS, INC. TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN FERTILIZER FOR A NET TOTAL OF \$7,973.00.

* * * * *

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

1. The attached low qualified bids of B. L. Henderson & Sons, Inc. and Goldthwait's of Texas, Inc. to furnish the City of San Antonio with certain items of fertilizer for a net total of \$7,973.00 is hereby accepted as follows:

B. L. HENDERSON & SONS, INC.
HOUSTON, TEXAS

Item #1, - 140 Tons 10-5-5 organic base fertilizer \$ 6,433.00

GOLDTHWAITE'S OF TEXAS INC.
SAN ANTONIO, TEXAS

Item #2 - 22 tons 5.5-4.0 Milwaukee Milorganite 1,540.00
\$ 7,973.00

2. Payment to be made from General Fund, Department of Parks and Recreation as follows:

Acct. No.	11-02-01	\$ 2,067.75
"	11-03-02	2,428.50
"	11-03-03	1,378.50
"	11-03-09	<u>2,098.25</u>
		\$ 7,973.00

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

Attest: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31097

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF CATTO & PUTTY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PARKS AND RECREATION WITH 30 TONS CALCINED CLAY FOR A NET TOTAL OF \$1,380.00.

* * * * *

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

- 1. The attached low qualified bid of Catto & Putty, dated February 6, 1963 to furnish the City of San Antonio, Department of Parks and Recreation with 30 tons calcined clay for a net total of \$1,380.00 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-03-18, Code 5-12.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31098

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF VENDORS AS LISTED BELOW FOR THE PURCHASE OF CERTAIN PLAYGROUND EQUIPMENT FOR THE CITY OF SAN ANTONIO AND APPROPRIATING FUNDS OUT OF PARKS IMPROVEMENTS BOND FUND (479-18) IN THE AMOUNT OF \$2,757.50 FOR PAYMENT OF SAME.

* * * * *

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

1. The attached low qualified bids of Paul E. Allen Company, Inc., Masterson Distributing Company and Miracle Equipment Company, dated January 25, 1963, to furnish the City of San Antonio, Department of Parks and Recreation with certain playground equipment for a total of \$2,757.50 is hereby accepted as follows:

Paul E. Allen Co., Inc.
Houston, Texas

Item #1 - 1 small bucket swing	\$ 429.00
Item #7 - 1 package playground, Teeters, horizontal bar, swings, flying rings, slide trapeze	632.50
Item #8 - 1 "Bipod 5" net	109.00
Net	1,170.50

Masterson Distributing Company
San Antonio, Texas

Item #3 - 1 Animuleswing	580.00
Item #5 - 1 Daddy long Legs	209.00
NET	789.00

Miracle Equipment Company
Grinnell, Iowa

Item #2 - 1 Flying Poney Swing	378.00
Item #4 - 1 Slide	225.00
Item #6 - 1 See-Saw	195.00
(less 2%-10)	798.00
	<u>\$2,757.50</u>

- 2. The sum of \$2,757.50 is hereby appropriated from Parks Improvement Bond Fund 479-18, Code 5-20 payable to vendors as listed above for certain playground equipment; Lincoln Park - \$2,016.00 and \$741.50 for Dellcrest Park.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31099

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF REED S. LEHMAN COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN BERMUDA GRASS SEED FOR A TOTAL OF \$2,350.00.

* * * * *

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

1. The attached low qualified bid of Reed S. Lehman Company, dated February 6, 1963 to furnish the City of San Antonio, department of Parks and Recreation with 5,000 pounds of bermuda grass seed for a total of \$2,350.00, less 1 1/2% -10 days is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-03-18, Code 5-12.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
CITY CLERK

W. W. McAllister
MAYOR

AN ORDINANCE 31100

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SOUTHERN ELECTRIC SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH CERTAIN TRAFFIC SIGNAL CABLE FOR A NET TOTAL OF \$2,320.60.

* * * * *

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

1. The attached low qualified bid of Southern Electric Supply Company, dated February 7, 1963 to furnish the City of San Antonio, Department of Traffic and Transportation with certain traffic signal cable for a net total of \$2,320.60 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-03, Code 3-40.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
CITY CLERK

W. W. McAllister
MAYOR

AN ORDINANCE 31101

AMENDING ORDINANCE 30247, ACCEPTING THE LOW QUALIFIED BID OF CENTRAL TEXAS IRON WORKS TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN PICNIC TABLES FOR A TOTAL OF \$2,945.00.

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

1. Paragraph 2 of Ordinance 30247, passed April 11, 1962, be and the same is hereby amended, to read as follows:
 2. The sum of \$2,149.85 is hereby appropriated out of Parks Improvement Bond Fund No. 479-18 payable to Central Texas Iron Works, and \$795.15 to be paid from General Fund 1-01, Department of Parks and Recreation, Account No. 11-02-01."
2. PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
CITY CLERK

W. W. McAllister
MAYOR

AN ORDINANCE 31102

AMENDING ORDINANCE 30248, ACCEPTING THE LOW QUALIFIED BID OF CENTRAL TEXAS IRON WORKS TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN BENCHES FOR A NET TOTAL OF \$1,293.60.

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

1. Paragraph 2 of Ordinance 30248, passed April 11, 1962, be and the same is hereby amended, to read as follows:
 2. The sum of \$1,293.60 is hereby appropriated out of Parks Improvement Bond Fund No. 479-18 payable to Central Texas Iron Works.
2. PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
CITY CLERK

W. W. McAllister
MAYOR

AN ORDINANCE 31103

ACCEPTING THE LOW QUALIFIED BID OF CENTRAL TEXAS IRON WORKS TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN BARBECUE GRILLS FOR A NET TOTAL OF \$523.95; APPROPRIATING THE SUM OF \$523.95 OUT OF PARKS IMPROVEMENT BOND FUND NO. 479-18 PAYABLE TO CENTRAL TEXAS IRON WORKS.

* * * * *

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

1. The low qualified bid of Central Texas Iron Works, dated April 9, 1962 to furnish the City of San Antonio Department of Parks and Recreation with certain barbecue grills for a net total of \$523.95 is hereby accepted.
2. The sum of \$523.95 is hereby appropriated out of Parks Improvement Bond Fund No. 479-18, payable to Central Texas Iron Works, for pedestal barbecue grills as per purchase order No. 94582.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
CITY CLERK

W. W. McAllister
MAYOR

AN ORDINANCE 31104

AUTHORIZING A REFUND OF THE SUM OF \$217.02 to CHARLES B. KLEIN FROM GENERAL FUND ACCOUNT #50-03-01, SAID SUM REPRESENTS EXCESS PAYMENTS MADE TO THE CITY OVER CONTRACT REQUIREMENTS..

* * * * *

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

1. Payment of the sum of \$217.02 from General Fund Account #50-03-01 to Charles B. Klein is hereby authorized. Said sum being the excess payments made on the Golf Driving Range Concession contract for the period ending December 31, 1962.
2. PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
CITY CLERK

W. W. McAllister
MAYOR

AN ORDINANCE 31105

APPROPRIATING \$1,400.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF GERALD SCHOENERT AND WIFE VIRGINIA SCHOENERT, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #1439 FOR THE PURCHASE OF 0.0574 OF AN ACRE OF LAND LOCATED AT 836 CUPPLES ROAD, SAN ANTONIO, BEXAR COUNTY, TEXAS.

* * * * *

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

1. The sum of \$1,400.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund #479-16 payable to the County Clerk of Bexar County subject to the order of Gerald Schoenert and wife Virginia Schoenert, said amount being the award of Special Commissioners in Condemnation Cause #1439 for the purchase of 0.0574 of an acre of land, located at 836 Cupples Road, San Antonio, Bexar County, Texas.
2. PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
CITY CLERK

W. W. McAllister
MAYOR

AN ORDINANCE 31106

APPROPRIATING \$9,000.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF RODOLFO ARTURO OVIEDO AND WIFE LYDIA E. OVIEDO, OWNERS, AND SAN ANTONIO SAVINGS ASSOCIATION, A LIENHOLDER AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #1440 FOR THE PRUCHASE OF LOT 19, BLOCK 3, NEW CITY BLOCK 10477, MARINA VILLAGE IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS LOCATED AT 206 TAOS.

* * * * *

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

1. The sum of \$9,000.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund #479-16 payable to the County Clerk of Bexar County, subject to the order of Rodolfo Arturo Oviedo and Wife Lydia E. Oviedo, owners, and San Antonio Savings Association, a lienholder as their interests may appear, said amount being the award of Special Commissioners in Condemnation Cause #1440 for the purchase of Lot 19, Block 3, New City Block 10477,

Marina Village in the City of San Antonio, Bexar County, Texas located at 206 Taos.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
Mayor

AN ORDINANCE 31107

APPROPRIATING \$9,020.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF TOM C. MOORE, AS OWNER, AND THE TAX COLLECTOR OF BEXAR COUNTY, AS INTERVENOR, AS THEIR INTEREST MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #1441 FOR THE PURCHASE OF 0.9563 OF AN ACRE OF LAND TOGETHER WITH CERTAIN DESCRIBED IMPROVEMENTS, ON BRADY BLVD. AND CUPPLES ROAD.

* * * * *

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

1. The sum of \$9,020.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund #479-16 payable to the County Clerk of Bexar County subject to the order of Tom C. Moore, as owner, and the Tax Collector of Bexar County, as Intervenor, as their interest may appear, said amount being the award of the Special Commissioners in condemnation cause #1441 for the purchase of 0.9563 of an acre of land together with certain described improvements, on Brady Blvd. and Cupples Road.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31108

AMENDING SECTION 26-4 OF THE CITY CODE, "SAME--DISTIRBUTING OR SCATTERING HANDBILLS IN STREETS" MAKING IT UNLAWFUL TO THROW, CAST OR DISTRIBUTE ADVERTISING MATTER ON CITY STREETS OR PUBLIC GROUNDS OR OTHER PLACES, AND PROVIDING THAT ANY VIOLATION SHALL BE PUNISHED BY A FINE NOT EXCEEDING \$200.00.

* * * * *

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

1. Section 26-4 of the City Code, "Same--Distributing or scattering Handbills in Streets" is hereby amended as follows:

Section 26-4. Same--Distributing or Scattering Handbills in Streets.

It shall be unlawful for any person to throw, cast or distribute or cause or permit to be thrown, cast or distributed any handbill, circular, card, booklet, placard or other advertising matter whatsoever in or upon any street or public grounds or other places of the City within the corporate limits thereof; provided that nothing herein contained shall be deemed to prohibit or otherwise regulate the delivery of any such matter by the United States postal service, or prohibit the distribution of copies of newspapers regularly sold by the copy or subscription. This section is not intended to prevent the lawful distribution of anything other than commercial and business advertising matter. Violation of this section shall be punished by a fine not exceeding TWO HUNDRED DOLLARS (\$200.00).

2. PASSED AND APPROVED this 13th day of February, 1962.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31109

GRANTING TAX EXEMPTION OF CERTAIN PROPERTIES OWNED BY THE LATIN AMERICAN DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD AND THE CHRISTIAN SERVICE CENTER OF SAN ANTONIO.

* * * * *

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

1. That the property owned by the Latin American District Council of the Assemblies of God, the same being Lots 27 & 28, Block 14, New City Block 8894, Account No. 545-1115, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for Tax Years 1958 through 1962, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: A one-story brick church was constructed on this property in 1958 by the Latin American District Council of the Assemblies of God, and regular religious services have been continuously held therein since 1958.

2. That the property owned by the Latin American District Council of the Assemblies of God, the same being Lot 26, Block 14, New City Block 8894, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1957 through 1962, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: This property consists of a vacant lot that is adjacent to the church, operated by the Latin American District Council of the Assemblies of God, located at 2355 Delgado Street, and is utilized by members of the congregation for parking purposes while attending religious services.

3. That the property owned by the Christian Service Center of San Antonio, the same being E. 8.5' of N. 89.6" of Lot 2 and N. Irr. 89.6' of Lot 4, Block 23, New City Block 425, Account No. 9-285-21, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax years 1961 and 1962, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: THE Improvement on this property consists of a one-story brick building that is exclusively used by the Christian Service Center of San Antonio. This organization performs the following functions without charge to visiting servicemen:

1. Religion. Regular religious services are conducted at the Chapel each Saturday and Sunday by ordained ministers for young men and women in the military service.
2. Education. Regular classes in religion and associated topics are held in the building where there is an extensive library for use in this connection.
3. Physical Development. Quarters containing physical and exercise equipment and shower facilities are available to servicemen.
4. Miscellaneous. There are rooms for games, sports, and other recreational activities, rooms for overnight accommodations for which there is no charge except a nominal fee for linens and cleaning. Coffee, soft drinks and sandwiches are provided without charge.

4. That the property owned by the Christian Service Center of San Antonio, the same being W. 43' of N. 89.6' of Lot 2, Block 23, New City Block 425, Account No. 928-522, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1957 through 1962, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: The improvement on this property consists of a one-story brick building that is exclusively used by the Christian service Center of San Antonio. This organization performs the following functions without charge to visiting servicemen:

1. Religion. Regular religious services are conducted at the Chapel each Saturday and Sunday by ordained ministers for young men and women in the military service.
2. Education. Regular classes in religion and associated topics are held in the building where there is an extensive library for use in this connection.
3. Physical Development. Quarters containing physical and exercise equipment and shower facilities are available to servicemen.
4. Miscellaneous. There are rooms for games, sports, and other recreational activities, rooms for overnight accommodations for which there is no charge except a nominal fee for linens and cleaning. Coffee, soft drinks and sandwiches are provided without charge.

PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
CITY CLERK

W. W. McAllister
MAYOR

AN ORDINANCE 31110

CHANGING THE NAME OF MOSS OAK ROAD TO OAKRIDGE DRIVE AND ETON DRIVE TO CHAPEL LANE.

* * * * *

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

1. Moss Oak Road, from the north lot line of Lot 12, Block 3, NCB 12473 south to Lakeridge Road, is hereby changed to Oakridge Drive.
2. Eton Drive, from Wilborn Drive, northeast to end of the street, is hereby changed to Chapel Lane.
3. PASSED AND APPROVED THIS 13th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31111

CHANGING THE NAME OF MONTROSE AVENUE FROM HIAWATHA STREET SOUTH TO THE ALLEY NORTH OF KASHMUIR STREET TO "SKYRIDGE AVENUE".

* * * * *

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

1. The name of Montrose Avenue from Hiawatha Street south to the alley north of Kashmir street is hereby changed to "Skyridge Avenue".
2. PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31112

ESTABLISHING AD VALOREM TAX COLLECTION SUB-STATIONS.

* * * * *

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

1. The proposals, attached hereto and made a part hereof of H. E. Butt Grocery Company, Handy-Andy, Inc., and Toudouze Mart to furnish facilities necessary for tax collection sub-stations are hereby accepted. The following are hereby established as sub-stations for the collection of Ad Valorem Taxes.

a. H. E. Butt Food Stores (H. E. Butt Grocery Company)

<u>Store No.</u>	<u>Location</u>
1.	1509 North Main Avenue
2.	4821 Broadway
3.	3221 W. Commerce
4.	1601 Nogalitos
5.	2118 Fredericksburg Rd.
6.	2701 South Presa
7.	410 N. New Braunfels Avenue
8.	2610 McCullough
9.	803 Military Drive, S. W.
10.	811 Bandera Rd.
11.	Valley-Hi Mall
12.	4503 Blanco Rd.
13.	106 Goliad Rd.
14.	300 Mall, North Star.
15.	2011 Vance Jackson Rd.
16.	719 Castroville Rd.
17.	102 Dakota
18.	Austin Highway
19.	719 South Brazos
20.	3680 Fredericksburg Rd.

b. Handy-Andy Community Stores (Handy-Andy, Inc.)

<u>Store No.</u>	<u>Location</u>
1.	2502 Braodway
2.	919 Bandera Rd.
3.	1866 S. W. W. W. White Rd.
4.	923 South Presa
5.	1000 Fredericksburg Rd.
6.	1248 Highland Blvd.
7.	2716 Fredericksburg Rd.
8.	851 Cincinnati
9.	2801 Nogalitos
10.	6009 South Flores

- 11. 3401 San Pedro
- 12. 5930 Broadway
- 14. 902 N. St. Marys
- 15. 1200 McCreless Shopping City
- 16. 6910 San Pedro
- 17. 442 Brady Blvd.
- 18. 3200 McCullough
- 19. 2145 East Houston
- 20. 4720 West Commerce
- 21. 515 W. Military Drive.
- 22. 1523 Austin Highway
- 23. 4520 Fredericksburg Rd.
- 24. 7503 Highway 90 West

c. Toudouze Mart, 4007 South Flores Street

2. Said sub-stations shall function from April 1, 1963, through July 31, 1963, and the following payments are hereby authorized to be made monthly out of the 1962-63 General Fund:

- \$25.00 Monthly, payable to Toudouze Mart.
- \$575.00 Monthly, Payable to Handy-Andy, Inc.
- \$475.00 Monthly, Payable to H. E. Butt Grocery Company.

3. Said sub-Stations shall be operated in keeping with the following rules and regulations: and H. E. Butt Grocery Company, Handy-Andy, Inc., and Toudouze Mart each agrees to comply with such rules at the various sub-stations under their respective control:

- a. The City will furnish all supplies necessary for the collection of taxes.
- b. All persons collecting taxes will be deputized by the City Tax Collector and Assessor.
- c. All Taxes collected will be deposited in accordance with procedures established by the City Finance Director.
- d. H. E. Butt Grocery Company, Handy-Andy, Inc., and Toudouze Mart will each be responsible for all receipts issued and records at their respective stores herein designated as sub-stations, and each will pay all bond and insurance expnses for their respective employees who are deputized pursuant to this ordinance and all tax money collected by such employees while such money remains in their possession.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31113

APPROPRIATING THE SUM OF \$20,185.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT, MILITARY DRIVE S. (LOOP 13) SECTION A PROJECT, STORM DRAINAGE #58 PROJECT AND STORM DRAINAGE #55 PROJECT.

* * * * *

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

1. The sum of \$15,750.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

- a. \$10,000.00 payable to Stewart Title Company as escrow agent for J. E. Dawson Gonzalez and Hilario Gonzalez for title to South 91 feet of the North 182 feet of Lot 1 in the West 1/2 of Block 35, New City Block 3694, being Parcel 12-4312.
- b. \$3,250.00 payable to Stewart Title Company as escrow agent for Laura Blair Klain and Walter F. Klein for title to a portion of Lot 21, Block 5, New City Block 11323, Being Parcel 510-4810.
- c. \$2,500.00 payable to Stewart Title Company as escrow agent for Thomas Waher for title to a portion of Lot 25, Block 5, New City Block 11323, being Parcel 513-4813.

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

2. The sum of \$3,800.00 is hereby appropriated out of Street Right-of-way Purchase Bonds, 1957, #479-12 for acquisition of right of way for Military Drive S. (Loop 13) Section A, payable to Guaranty Abstract & Title Company as escrow agents for P. W. Day and Mabel Day for title to two tracts of land out of lot 10, Block 4, New City Block 8781, being Parcel 4201. A copy of said Sales Agreement is filed herewith and incorporated herein by reference.

3. The sum of \$585.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for acquisition of right of way for Storm Drainage #58 payable to Guaranty Abstract & Title Company as escrow agents for Nasario Pantoja and Agustina G. Pantoja for title to Lot 44, Block 2, New City Block 8265, being Parcel 5417. A copy of said Warranty Deed is filed herewith and incorporated herein by reference.

4. The sum of \$50,00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for acquisition of right of way for Storm Drainage #55 payable to Guardain Abstract & Title Company as escrow agent for Sara Leah Fitzgerald, et al for easement over a triangular portion out of Lot 24, Block 10, New City Block 7612, being Parcel 5521. A copy of said easement agreement is filed herewith and incorporated herein by reference.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31114

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

* * * * *

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

1. The following high bids submitted for purchase of improvements located on City-owned property and are to be moved are hereby accepted:

Parcel No.	Address	High Bidder	High Bid
105A-4405A	203 Taos St.	Ben Carter	\$ 804.04
5259-5287	104 Cottonwood	G. W. Preston	685.00
5436-5437	142 Blunt	Ernest Holub	237.10
5591	255 Arapahoe	Ben Carter	1004.04

Buyer shall have sixty (60) days from date hereof to remove the above improvements and clear lots. Fences, water wells and casings (if Any) are excepted from this sale.

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

4. All bids received on Parcel 5394-5395 at 232 Blunt Street are hereby rejected. Subject property will be readvertised after a re-inspection is completed to determine the proper category under which it should be sold.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN OR DINANCE 31115

AUTHORIZING EXECUTION OF A CONTRACT WITH GROOS NATIONAL BANK FOR ACQUISITION OF A TRACT OF LAND, AND APPROPRIATING THE SUM OF \$215,000.00 OUT OF SEWER REVENUE #204 IN PAYMENT THEREFOR.

* * * * *

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

1. The city Manager is authorized to execute a contract on behalf of the City with Groos National Bank of San Antonio, as Guardian of the estate of Arthur C. Goeth, as common trustee of the C. A. & Fred C. Goeth Trusts and as Independent Executor of the C. A. & Fred C. Goeth Estates, for acquisition of a tract of land in Bexar County. A copy of said contract is attached hereto and incorporated herein by reference.

2. The sum of \$215,000.00 is appropriated out of Sewer Revenue Fund #204, payable to Guaranty Title Company of San Antonio as escrow agent, in payment for the aforementioned tract of land pursuant to such contract.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

CONTRACT

This is a contract whereby the Groos National Bank of San Antonio, guardian of the estate of Arthur C. Goeth, NCM., common trustee of the C. A. & Fred C. Goeth Trusts and independent executor of the C. A. and Fred C. Goeth estates, as seller, hereby agrees to sell to buyer, and the City of San Antonio, Texas, as buyer, hereby agrees to buy from seller, at the price and upon the terms and provisions hereof all of the following described property:

819.934 acres of land, more or less, out of the Juan Montez Survey in Bexar County, Texas, more particularly described in Exhibit A, attached hereto, except the dam across the San Antonio River, together with that portion of the northeast bank of the river upon which the northeast end of the dam is located and any right or title to the water rights owned by seller to irrigate out of the San Antonio River and further excepting from the above description that portion of it which includes the bed of the San Antonio River, a navigable stream.

The agreed purchase price is Two Hundred Fifteen Thousand Dollars (\$215,000.00) in cash.

This purchase is to be closed within ninety (90) days from the date hereof unless some valid objection to the title is made by buyer within that time requiring additional time within which to meet and cure the same, in which event it shall be closed within the time hereinafter provided for meeting and curing title objections by seller.

Seller shall furnish buyer tax certificates showing payment of all taxes for previous years and current taxes shall be pro-rated as of the date of delivery of the deed.

Seller shall furnish buyer a deed containing covenants of general warranty conveying good and indefeasible title to said real estate herein described subject only to the following:

- (a) A reservation to seller of all oil and gas and other minerals except caliche, gravel and similar material in and to the above described tract;
- (b) An existing oil lease dated March 19, 1962, to Thomas H. Morgan for a primary term of five (5) years covering the above described property.
- (c) An easement dated September 29, 1913, of record in Volume 423, page 476, of the Deed Records of Bexar County, Texas.

This contract is further subject to the following terms and conditions:

- (a) The approval by the Probate Court of Bexar County of the sale by the Groos National Bank of San Antonio, guardian of the estate of Arthur C. Goeth, of his interest in the above described property;
- (b) The survey made by Earl J. Wentworth in November, 1962, from which the above description is taken, shall suffice as a survey of the premises and seller shall be under no obligation to furnish an additional survey;
- (c) This contract shall not include nor shall the purchase price include any of the livestock or equipment now located on the premises or any growing crops, including hay, or any harvested crops, including hay stored on the premises;
- (d) The possession of the property shall be retained by owners until November 1, 1963, for the purpose of harvesting crops and removing stock now pastured on the premises, but sellers shall continue as a tenant of buyers and such tenancy shall not prevent the closing of the sale and the payment of the consideration at the time herein provided. It is agreed that during such period buyer shall have access to the premises for any purpose not inconsistent with the above described tenancy of seller;
- (e) This sale shall be subject to the sharecrop agreement between the Groos National Bank of San Antonio in the capacities herein indicated and Reno Zunker, dated September 1, 1961, extended August 20, 1962, to expire August 31, 1963, as to the growing of crops only;
- (f) It is contemplated that buyer shall construct a sewage disposal plant on the above described property and it is agreed that, in the event such plant is constructed, the gravity flow outfall line, by which affluent is normally put into the San Antonio River, shall be so located as to discharge such affluent upstream from the dam located on the premises known as the Otillo Dam and this shall be a covenant running with the land.

Seller agrees to furnish buyer a standard owner's policy from the Guaranty Title Company of San Antonio as to the land only on the form promulgated by the Texas Insurance Commission. Said policy shall guarantee the title to the real estate only described in said deed, excluding the water rights, with no exceptions or limitations than those included in such form and as set forth above, and shall be delivered to buyer when said deed is delivered to it. The tender of said policy to buyer shall constitute full compliance by seller as to the sufficiency of title hereunder. Any objections to the title or conditions precedent to the issuance of said policy shall be pointed out in writing within the above stated time for the closing of this purchase contract and seller shall have a reasonable time, not exceeding sixty (60) days, within which to meet and cure the same.

In the event any valid objection to the title is made on behalf of buyer within the time and manner as herein provided and seller should fail to meet and cure the same within the time provided therefor, or should seller fail to comply with any other provisions hereof within the time herein provided, buyer may, in any such event, at its option, terminate this contract and receive back the earnest money deposit made by it, or it may waive any such failure and enforce specific performance hereof.

This contract embraces the full agreement between the parties hereto and no statement, remark, agreement or understanding, oral or written, not contained herein, will be recognized or enforced.

EXECUTED this 13th day of February, 1963.

Seller

GROOS NATIONAL BANK OF SAN ANTONIO,
Guardian of the estate of Arthur C. Goeth,
N. C. M., Common trustee of the C. A. and
Fred C. Goeth Trusts and independent executor
of the C. A. and Fred C. Goeth estates.

BY /s/ W. T. Burke, Trust Officer
and Vice President

BUYER
The CITY OF SAN ANTONIO

By.
City Manager
The execution of this contract is
authorized by Ordinance No. 31115
passed February 13, 1963, by the
City Council of the City of San
Antonio, Texas.

AN ORDINANCE 31116

APPROPRIATING THE SUM OF \$4,000.00 OUT OF FIRE STATION CONSTRUCTION BONDS,
1956, #479-04 FOR ACQUISITION OF RIGHT OF WAY FOR FIRE STATION #19.

* * * * *

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

1. The sum of \$4,000.00 is hereby appropriated out of Fire Station Construction Bonds,
1956, #479-04 for acquisition of right of way for Fire Station #19 payable to Stewart Title
Company as escrow agent for Frank Robertson, et al for title to the North 100 feet of Lot 6,
Block 3, New City Block 10375, being Parcel 2531. A copy of said Sales Agreement and Warranty
Deed are filed herewith and incorporated herein by reference.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31117

AUTHORIZING EXECUTION OF A LEASE TO W. A. ROGERS OF SPACE IN THE TERMINAL
BUILDING AT STINSON MUNICIPAL AIRPORT.

* * * * *

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

1. The City Manager is authorized to execute a lease to W. A. Rogers of space
(Lease Area #600-1) in the Terminal Building at Stinson Municipal Airport for the one year period
beginning January 1, 1963.

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

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

SAN ANTONIO (STINSON) AIRPORT LEASE

STATE OF TEXAS }
COUNTY OF BEXAR }

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal
Corporation, acting by and through David A. Harner, its Assistant City Manager, pursuant to
Ordinance No. 31117, adopted February 13th, 1963, (hereinafter called "Lessor"), and W. A.
Rodgers (hereinafter called "Lessee"), WITNESSETH

1. DESCRIPTION OF PREMISES DEMISED

The Lessor does hereby and by these presents demised and lease unto Lessee the
following premises located at Stinson Municipal Airport (hereinafter called "Airport"), San
Antonio, Bexar County, Texas, as shown on Exhibit 2 which is attached hereto and made a part
hereof: 624 sq ft in the Terminal Building.

2. BASE RENTAL

Lessee agrees to pay Lessor monthly in advance the following rental: \$360.00 at
\$30.00 per month.

3. TERM

The term of this lease shall be for the one year period beginning Jan. 1, 1963.

4. USE(S) OF PREMISES

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

The preparation and sale of food and beverages
(excluding alcoholic beverages.)

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about
the leased premises, with limits (minimum) for personal injuries of \$10,000 for one person and

\$20,000 for one accident and \$25,000 (Aggregate) products liability, and \$1,000 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and it shall name Lessor as a co-insured. Such policy shall contain the following provision: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. CONDITION OF PREMISES

A. Lessee acknowledges that he has examined the premises and accepts same in present condition. Lessee shall maintain the premises in a presentable condition consistent with good business practice.

A. Lessee may alter or add to the premises only upon written approval by Lessor.

7. TAXES

Lessee shall pay all taxes, license fees and occupation taxes that may be levied on Lessee's business conducted on the premises or upon any of his property used in connection therewith. Delinquency in payment of such obligations shall be cause for termination of this lease by Lessor at its option.

8. UTILITIES

Lessee shall pay for all utilities used on the premises, including installation of meters or facilities in addition to those in place.

9. QUALITY OF SERVICE

A. Lessee shall operate a coffee shop on the premises keeping same open for business twelve hours per weekday and 6 hours per day on Sundays and holidays.

B. Lessee will conduct such business in compliance with all applicable state and City statutes, ordinances and regulations.

10. ADVERTISING

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

11. ASSIGNMENTS

Lessee may not, directly or indirectly, assign, sublet or otherwise transfer this lease or the premises without the written consent of Lessor.

12. ATTORNEY FEES

In event that Lessor is required to file suit to enforce any provision hereof, Lessee shall be liable to Lessor for reasonable attorney's fees and interest on any amount recovered.

EXECUTED this 13th day of February, 1963.

CITY OF SAN ANTONIO, Lessor

BY: /s/ David A. Harner
Assistant City Manager

ATTEST: J. H. Inselmann
City Clerk

/s/ W. A. Rogers, Lessee
Rt. 7, Box 454, San Antonio, Texas
Mailing Address

AN ORDINANCE 31118

MANIFESTING AN AGREEMENT AMENDING AN AGREEMENT BETWEEN THE CITY AND ALL AMERICAN MAINTENANCE, INC., AUTHORIZING PLEDGE OF A LEASE AT INTERNATIONAL AIRPORT.

* * * * *

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

1. This ordinance manifests an agreement between the City and All American Maintenance, Inc., a Texas private corporation acting by and through its designated officers pursuant to a resolution of its board of directors, to amend the agreement executed December 31, 1962, authorized by Ordinance 30991-B, to increase the area described in Par. II thereof which may be pledged from 122 X 250 feet to the area 185 X 250 feet as shown by Exhibit A hereto.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

3. ACCEPTED AND AGREED TO in all things this 13th day of February, 1963.

ATTEST: Pauline K. Brink
Secretary

ALL AMERICAN MAINTENANCE, INC.
BY: /s/ JACK BRINK

The undersigned, acting as Attorney-in-fact under the attached Power of Attorney for Newark Insurance Company, States that approval by the City of San Antonio as Lessor of the pledge of the aforesaid lease by All American Maintenance, Inc., as amended by the above ordinance, does and shall not release or exonerate the undersigned surety company from any

obligation on the aforementioned lease bond.

WITNESS my hand this 11th day of February, 1963.

NEWARK INSURANCE CO.

BY: ~~s~~/ Alice J. Ringland
Attorney-in-Fact

AN ORDINANCE 31119

MANIFESTING A CONTRACT TO EXTEND A LEASE TO CAMPBELL'S DELIVERY SERVICE OF SPACE AT INTERNATIONAL AIRPORT.

* * * * *

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

1. This ordinance manifests a contract extending the term of the lease dated May 18, 1962, approved by Ordinance 30205, of space at San Antonio International Airport between the City and W. B. Campbell, d/b/a/ Campbell's Delivery Service, for the one year period March 1, 1963 to February 29, 1964.

2. All terms and conditions of the aforementioned lease contract shall remain in force during the term of this extension.

3. PASSED AND APPROVED This 13th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31120

AUTHORIZING EXECUTION OF A LEASE OF AN AREA AT INTERNATIONAL AIRPORT TO ALAMO AVIATION, INC.

* * * * *

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

WHEREAS, a contract executed October 31, 1962, pursuant to Ordinance 30872, between the City and Alamo Aviation, Inc., lessee, provided that said lessee should have an option to lease an area at San Antonio International Airport known as Lease Area 38 upon certain conditions; and

WHEREAS, the term of such option was extended to February 28, 1963, pursuant to Ordinance 31084, and

WHEREAS, said lessee has decided to exercise such option; NOW THEREFORE:

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

1. The City Manager is authorized to execute a lease of an area (Lease Area 38) at San Antonio International Airport to Alamo Aviation, Inc. A copy of such lease is attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

LEASE NO. #38

SAN ANTONIO (INTERNATIONAL AIRPORT) GROUND LEASE

STATE OF TEXAS |
 |
COUNTY OF BEXAR |

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through David A. Harner, its assistant City Manager, pursuant to Ordinance No. 31120, adopted February 13, 1963, (hereinafter called "Lessor"), and Alamo Aviation, Inc., a private corporation, chartered under the laws of Texas, acting by and through its designated officers pursuant to resolution of its Board of Directors, (hereinafter called "Lessee"), WITNESSETH:

WHEREAS, Lessor owns and operates San Antonio International Airport (Hereinafter called "Airport") located at San Antonio, Bexar County, Texas; and,

WHEREAS, Lessee proposes to lease a certain ground area at the airport and Lessor proposes to lease it on a net rent basis to Lessee; and,

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said ground area in accordance with standards approved by Lessor; NOW, THEREFORE:

For and in consideration of the terms, conditions and covenants contained herein to be performed by Lessee, which Lessee hereby accepts, Lessor hereby leases and demises to Lessee the premises described herein:

ARTICLE I

1. Premises

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

Lease area #38, containing 88,170 sq. Ft., More or less, including 55,200 sq. ft. of ramp, as shown on Exhibit 2 hereto.

Exhibit 3 shows setback restrictions for various types of buildings on this tract.

2. BASE RENTAL

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

<u>Sq. Ft.</u>	<u>Annual Rate Per. Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
88, 170	\$ 0.04	\$3,526.80	\$293.90

increased or decreased by the amount of any adjustment resulting from the application of Standard Provision 2 of Exhibit 1 hereto.

3. TERM

The term of this lease shall be for the 25 year period beginning February 1, 1963.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other: the business of aerial transportation of persons or property for hire, and/or furnishing aeronautical services, supplies or instruction; any activity related to the business of operating aircraft for profit, including aerial surveying, photographing, mapping and advertising; to sell, rent, lease, purchase, exchange, dispose of or otherwise distributed aircraft, engines, motors, aircraft instruments, devices, supplies and accessories; operation of schools of flying, navigation, aircraft mechanics, aerial survey, aerial photograph, aircraft design, theory and construction and construction and aeronautical and allied research; sale of aviation fuel; and space for offices and for business or administrative activities relating to the aforesaid purposes and to the following: repair, modification, servicing, overhauling and manufacturing of aircraft, engines and aircraft accessories.

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$100,000 for one person and \$250,000 for one accident on personal injury and \$50,000 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business and cover risks in the State of Texas. It shall name Lessor as a co-insured, and shall contain the following provision: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$3,500 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

The standard Provisions and Covenants set forth in Exhibit 1, attached hereto, are incorporated herein and made a part hereof.

8. SPECIAL PROVISIONS

- A. RELOCATION OF ROAD. At the time of construction by Lessee described in Art. V, Paragraphs 2 and 3 hereof (P. 8), the portion of West Terminal Drive located on the premises leased hereby shall be relocated outside thereof at no expense to Lessor, and shall be constructed in its new location to the same standards as the present street by Lessor or its contractor and Lessee shall pay to Lessor the costs of all labor and materials used therein.
- B. LESSEE'S RIGHT OF FIRST REFUSAL. To encourage full development of the premises by Lessee Lessor shall at the end of the term hereof first offer to Lessee the right to lease the premises for a reasonable period upon terms and at a rental rate (set by Lessor) commensurate with those for improved premises with similar facilities and location; provided, however, that this provision shall not apply in event Lessor at the end of the term hereof needs the premises for public airport facilities and elects not to lease the premises to private persons, firms or corporations.

EXECUTED THIS 13th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

CITY OF SAN ANTONIO, Lessor
BY: /s/ David A. Harner
Assistant City Manager

ALAMO AVIATION, INC.
Lessee

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT (GROUND) LEASE

(Lessee: ALAMO AVIATION, INC.)

ARTICLE II. ADDITIONAL RENTALS AND CHARGES

1. GROSS RECEIPTS CHARGES

A. COMPUTATION:

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

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

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

B. DEFINITION OF GROSS RECEIPTS. The term "gross receipts" shall include the following:

- (1) the aggregate amount of all sales made and services performed for cash, credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not; plus
- (2) The aggregate amount of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the reasonable value thereof, whichever sum is the greater.

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

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

C. RECORDS OF LESSEE.

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

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

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

The said reports shall be submitted on forms prescribed by Lessor.

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

D. AUDIT.

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

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

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

- (a) Base Rental Rate(s) = adjusted Rental Rate(s)

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

B. Provided, however, that, in the event the adjusted rental rate reaches an amount which is a variation of as much as 25% from the base rental rate, the rentals to be paid under this lease may be the subject of renegotiation at the end of any calendar year at the option of either party. In such event, notice of the exercise of this option, if such be done, shall be given in writing to the other party on or before the last day of that calendar year. During such renegotiation period the new adjusted rental rate shall apply. If renegotiation does not result in agreement on or before the sixtieth (60) day after such notice was given, either party may terminate this lease upon thirty (30) days written notice to the other except, however, that Lessor may not terminate such lease if Lessee shall then elect to continue to pay the adjusted rental rate during the remaining term of the lease in the event of an adjusted rental 25% or more above the base rental, and to continue to pay an adjusted rental not less than 25% less than the base rental during the remaining term of the lease in the event of a variation resulting in a decrease of 25% or more from the base rental.

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

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

E. The average of the twelve monthly indices for the year ending September 30, 1961, of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING is 103.2, and the similar average of indices for WHOLESALE PRICES - ALL COMMODITIES is 100.5; the common average of the two averages for the twelve months ending September 30, 1961 is 101.0. All calculations to determine increases shall use this common average as the denominator (b) in the formula in Paragraph A above.

3. FIELD USE CHARGES

The fuel flowage fees to be paid by Lessee (fixed base operator) to the City of San Antonio on fuel delivered to Lessee at Airport shall be the amount per gallon, now or hereafter established by City Ordinance. The Lessee (and its approved tenants and sub-lessees, if any) agree to keep accurate books, records and accounts of the purchase and sale of aircraft fuel delivered to it on the Airport premises and sold to various customers by the Lessee and its tenants and sub-lessees. Lessee further agrees that it and its tenants and sub-lessees shall furnish monthly statements, certified by the various suppliers, as to the amount of aircraft fuel delivered to the demised premises. Such monthly statements shall be submitted by the 10th of the month to relieve Lessee, its customers or others from any field use charges levied generally by Lessor directly or indirectly upon the operation of aircraft at airport.

ARTICLE III

1. DESCRIPTION OF GENERAL PRIVILEGES.

Lessor hereby grants to Lessee the following general privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants herein set forth and all of which shall be non-exclusive on the Airport:

- (a) The general unrestricted use of all common airport facilities and improvements which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by Lessee for Commercial aviation activities and fixed base operations, as herein defined. For the purpose of the Lease "common airport facilities" shall include all necessary landing area appurtenances including but not limited

to approach areas, runways, taxiways, aprons, aircraft, and automobile parking areas, roadways, sidewalks, navigational and avigational aids, Lighting facilities, terminal facilities or other common or public facilities appurtenant to said Airport.

- (b) The right of ingress to and egress from the demised premises over and across common or public roadways serving the Airport for Lessee, his agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations as now or may hereafter have application at the Airport.'

2. CONDITIONS OF GRANTING LEASE.

The granting of this Lease and its acceptance by Lessee is conditioned upon compliance with the following covenants:

- (a) That no functional alteration of the premises shown on Exhibit 2 or function change in the uses of such premises, except as reflected in said Exhibit 2 shall be made which shall substantially adversely affect the use of the demised premises, without the written consent of both parties hereto.
- (b) That the right to use said common airport facilities in common with others authorized so to do shall be exercised only subject to and in accordance with the laws of the United States of America, the State of Texas, and the City of San Antonio; the rules and regulations promulgated by their authority with reference to aviation and air navigation; and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.

ARTICLE IV. OBLIGATIONS OF LESSOR

1. CLEAR TITLE. Lessor covenants and agrees that at and until the granting and delivery of this lease it is well seized of the leased premises and had good title thereto, free and clear of all liens and encumbrances having priority over this lease; and that Lessor has full right and authority to lease the same as herein set forth.

2. MAINTENANCE OF AIRPORT. Lessor covenants and agrees that during the initial twenty-years of the term hereof, it shall operate and maintain the airport and its public airport facilities as defined in Article III, Paragraph 1 hereof as a public airport consistent with and pursuant to the Sponsors Assurances given by Lessor to the United States Government under the Federal Airport Act."

3. CONDITION AND MAINTENANCE OF PREMISES. Lessor shall assume no responsibility as to the condition of the demised premises and shall not assume responsibility for maintenance, upkeep or repair necessary to keep the premises in a safe and serviceable condition.

Lessor shall, however, maintain all existing roads on the Airport giving access to the leased premises in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the leased premises over said roads at all times.

ARTICLE V. OBLIGATIONS OF LESSEE

1. NET LEASE. This lease in every sense shall be without cost to the Lessor for the development, maintenance and improvement of the demised premises. It shall be the sole responsibility of the Lessee to keep, maintain, repair and operate the entirety of the demised premises and all improvements and facilities placed thereon at Lessee's sole cost and expense.

2. CONDITION OF PREMISES. Lessee accepts the demised premises in their present condition, and without expense to Lessor, will repair and maintain any installations thereon and remove or cause to be removed any debris to the extent required for its use thereof.

3. RIGHT AND OBLIGATION TO CONSTRUCT. Lessee shall have the right to and shall provide for the location, construction, erection, maintenance, and removal of improvements, in any lawful manner, upon or in the demised premises, for the purpose of carrying out any of the activities provided for herein, provided however, that all plans and specifications for the construction of facilities and improvements (including landscaping) shall be prepared by registered architects and engineers and shall require the written approval of Lessor before any construction or installation may be undertaken, such approval not to be arbitrarily withheld.

4. TIME FOR CONSTRUCTION. Lessee covenants that acceptable plans and specifications shall be submitted to Lessor within 180 days after date hereof and that construction of improvements shall be completed within 12 months after Lessor's approval pursuant to Par. 3 above, unless Lessor grants extension of time in writing. Performance of this covenant shall be a condition for continuance hereof, for the breach of which Lessor shall have the option of cancellation of this lease on 30 days' written notice to Lessee.

5. MAINTENANCE. Lessee shall, at its sole cost and expense, maintain the demised premises and the buildings, improvements and appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport. Lessee shall repair all damages to said premises caused by its employees, patrons or its operations thereon; shall maintain and repair all equipment thereon, including any drainage installations, paving curbs, islands, buildings and improvements; and shall repaint buildings thereon as necessary.

Lessee further understands and agrees that Lessor shall be the sole judge of the quality of maintenance and that upon written notice by Lessor to Lessee, Lessee shall be required to perform such maintenance as Lessor deems necessary. If said maintenance is not undertaken by Lessee within 30 days after receipt of written notice, Lessor shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

6. COMMERCIAL AVIATION OPERATIONS BY LESSEE. Lessee shall have the right to and shall conduct a first-class commercial aviation service adequate at all times to meet the demands for such service on the Airport. Lessee agrees to conduct said business in a proper and courteous manner and to furnish good, prompt and efficient commercial aviation services at all times.

Lessee further agree to charge fair, reasonable and non-discriminatory prices for each unit of sale or services; provided; however, that Lessee will be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

7. UTILITIES. Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets, the cost of extension, installation and meters, where required, to be borne by Lessee.

8. TRASH, GARBAGE, ETC. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the operation of its business. Lessee shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the demised premises, is prohibited. Provided, however, that in event the normal municipal services undertake the collection and disposal of waste or of certain types of waste in the same general area of the airport, Lessee may be served by same provided it abides by the regulations and ordinances applicable thereto.

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

10. FIELD USE CHARGES. Nothing herein shall be deemed to relieve Lessee and its patrons, invitees, and others from field use charges, including fuel flowage fees, as may be levied, generally by Lessor directly upon the operation of aircraft.

ARTICLE VI. FIRE INSURANCE AND INDEMNIFICATION

1. FIRE INSURANCE. Lessee shall procure from a company authorized to do business in the State of Texas and shall keep in force fire and extended coverage insurance upon its leasehold improvements, to the full insurable value thereof, Lessee shall furnish Lessor with a certificate of insurance and other evidence that such coverage has been procured, containing a provision that Lessor shall be given 30 days' written notice in advance of any alteration or cancellation.

The proceeds of any such insurance, paid on account of fire, explosion or other damage shall be used to defray the cost of repairing, restoring or reconstructing said improvements, as necessary.

2. INDEMNIFICATION. Lessor shall stand indemnified by Lessee as herein provided. It is expressly understood and agreed that Lessee is and shall be deemed to be an independent contractor and operator, responsible to all parties for its respective acts or omissions and that Lessor shall in no way be responsible therefor. It is further agreed that in the use of the Airport, in the erection or construction of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall indemnify and save harmless the Lessor from any and all losses that any proximately result to the Lessor because of any negligence on the part of the Lessee, its agents or employees and shall indemnify Lessor against any and all mechanics and materialmen's liens or any other types of liens imposed upon the premises demised hereunder.

ARTICLE VII. TERMINATION, ETC.

1. TERMINATION. This lease shall terminate at the end of the full term hereof and Lessee shall have no further right or interest in any of the lands or improvements hereby demised, except as provided in Article VII.

2. CANCELLATION BY LESSEE. This lease shall be subject to cancellation by Lessee after the happening of one or more of the following events:

- (1) The permanent abandonment of the Airport as an air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control of use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee for a period of at least ninety (90) days from operating thereon.
- (3) Insurance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use and operation of the Airport, and the remaining in force of such injunction for a period of at least ninety days.
- (4) The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty days after receipt from Lessee of written notice to remedy the same.

Lessee may exercise such right of termination by written notice to Lessor at any time after the lapse of the applicable periods of time and this Lease shall terminate as of that date. Rental due hereunder shall be payable only to the date of said termination.

Provided that the right of cancellation of the lease granted Lessee herein shall not be construed to limit the legal or equitable remedies available to Lessee in event of Lessor's failure to perform its covenants and obligations hereunder since it is recognized by the parties that Lessee contemplates the construction of valuable improvements upon the premises at substantial cost to Lessee in reliance upon the undertakings of Lessor herein.

3. LESSOR'S OPTION OF CANCEL. Lessor may cancel this lease giving Lessee thirty (30)

days' written notice, upon or after the happening of any one of the following events:

- (1) The filing of a voluntary petition in bankruptcy by Lessee.
- (2) The institution of proceedings in bankruptcy against Lessee, unless such proceedings are vacated within sixty (60) days after initiation thereof.
- (3) The taking by the court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act, unless such proceedings are vacated within sixty (60) days after initiation thereof.
- (4) The appointment of a receiver of Lessee's assets, unless such proceedings are vacated within sixty (60) days after initiation thereof.
- (5) Any assignment of Lessee's assets for the benefit of creditors.
- (6) The taking of Lessee's leasehold interest by execution or other process of law.
- (7) The divestiture of Lessee's estate herein by other operation of law.
- (8) The default by Lessee in the performance of any covenant or agreement herein contained and the failure of Lessee to remedy such default within thirty (30) days after receipt from Lessor of written notice to remedy same. No waiver of default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor for any period or periods after default by Lessee of any of Lessee's obligations hereunder shall not be deemed a waiver by Lessor of its right to cancel this lease for such default.

4. PROHIBITION OF ASSIGNMENTS. Lessee shall not, directly or indirectly, assign, sublet, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises, without the prior written consent of Lessor, which may be given only by or pursuant to ordinance(s) enacted by the City Council of the City of San Antonio. Provided, however, that Lessee may sublet portions of the space demised as office space provided that the name and business of the sub-tenant is to be supplied to the Director of Aviation and his prior written approval obtained, and provided that such sub-tenant shall be subject to the terms hereof and that the Lessee shall be responsible for the observance of these terms by the Sub-tenants.

5. SUSPENSION OF LEASE. During the time of war or national emergency, Lessor may be compelled to lease the landing area or any part thereof to the United States Government for Military use. If any such lease is executed, any provisions of this instrument which are inconsistent with the provisions of the lease to the Government shall be suspended, provided that the term of this lease shall be extended by the amount of the period of suspension.

ARTICLE VIII. TITLE UPON TERMINATION

Title to buildings and other improvements located upon the premises upon the termination of this lease under the terms hereof shall become the property of Lessor at such time; provided that, Lessor shall have the option to demand removal thereof to ground level within 180 days after termination at Lessee's expense, Lessee to continue to pay the rentals provided herein during such removal period.

ARTICLE IX. GENERAL

1. ATTORNEY'S FEES. In any action brought by Lessor for the enforcement of the obligations of Lessee, Lessor shall be entitled to recover reasonable attorney's fees and interest on any sum recovered from the due date.

2. TAXES. Lessee agrees to pay any taxes, license fees, occupation taxes or assessments lawfully levied on account of Lessee's occupancy or use of the demised premises or upon any improvements placed or property located thereon as a result of lessee's occupancy.

3. SUBORDINATION OF LEASE AND RELOCATION IMPROVEMENTS. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport. Should the effect of such agreement with the United States Government be that the property under this lease shall be required, Lessor shall have the right, on six months written notice to Lessee, to relocate or replace Lessee's improvements at Lessor's cost and expense in substantially similar form at another general comparable location on the airport, and such relocation shall be without prejudice to the rights of any sublessee, assignee or mortgagee holding such rights with the consent of Lessor to have an equivalent interest in the relocated improvements and premises and plot on which they are located.

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

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

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

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

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

and mailed, registered or certified mail, postage prepaid, addressed to Lessee at the address shown on Page 3.

AN ORDINANCE 31121

MANIFESTING AN AGREEMENT AMENDING THE LEASE TO ALAMO AVIATION, INC., OF SPACE AT INTERNATIONAL AIRPORT PURSUANT TO ORDINANCE NO. 10897.

* * * * *

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

1. This ordinance manifests an agreement between the City and Alamo Aviation, Inc., a Texas corporation acting by and through its designated officers pursuant to a resolution of its board of directors, to amend that lease contract dated November 21, 1949, manifested by Ordinance 10897, as amended pursuant to Ordinance No. 27816 of July 23, 1959, and No. 30873 of October 31, 1963, as follows:

(a) In order to correct the description of the premises demised by the aforementioned lease contract as amended, Paragraph 3 thereof is hereby amended to read as follows:

"3. From a point which is the intersection of the North Terminal Drive and West Terminal Drive At San Antonio International Airport, proceed with the centerline of West Terminal Drive S 3° 10' E 300.84' to a point; thence S 86° 50' W 35.0 to the point of beginning for the leased premises;

THENCE proceed S 86° 50' W 450.0 to the S. W. Corner;

THENCE proceed N 32 10' W 455.94' to the N. W. Corner;

THENCE proceed N 86° 50' E 450.0' to the N. E. Corner;

THENCE proceed S 3° 10' E 455.94' to the S. E. Corner and point of beginning, the whole containing 205,173.0 square feet."

(b) The aforementioned lease contract is amended to add thereto a provision "30. Adjustment in Rental Rates" set out in Exhibit A attached hereto and incorporated herein by reference.

(c) All other provisions of said lease contract shall remain in force and effect during the balance of the term, as extended by (2) above.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

30. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

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

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

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

E. The average of the twelve monthly indices for the year ending September 30, 1961, of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING IS 103.2, and the similar average of indices for WHOLESALE PRICES - ALL COMMODITIES is 100.5; the common average of the two averages for the twelve months ending September 30, 1961, is 101.0. All calculations to determine increases shall use this common average as the denominator (b) in the formula in Paragraph A above.

--EXHIBIT "A"--

AN ORDINANCE 31122

AUTHORIZING EXECUTION OF AN AMENDMENT TO CERTAIN LEASES AT INTERNATIONAL AIRPORT TO BUSINESS AIRCRAFT CORPORATION AND ALAMO AVIATION, INC., PERMITTING ASSIGNMENT THEREOF AND AUTHORIZING EXECUTION OF AN ABSTRACT OF SUCH LEASES FOR PURPOSES OF RECORDATION.

*Amended
Jul 20, 1963*

* * * * *

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

1. The City Manager is authorized to execute an amendment to certain leases at San Antonio International Airport to Business Aircraft Corporation and Alamo Aviation, Inc., lessees, being leases of the Hanger 4 area, (Plot "I"), the hangar 5 area (Phot "H"), the Building 101 area (Plots "J-1" & "J-a"), and the T-Hangar 12 area, permitting said lessees to assign and or sublease such leases to Phillips Petroleum Company and others pursuant to the terms of the amendment, captioned "Amendment to Leases and Consent to Assignment of Leases". A copy of such instrument is attached hereto and incorporated herein by reference.

2. The City Manager is authorized to execute an instrument (Leases Short Form) to Business Aircraft Corporation and Alamo Aviation, Inc., covering the premises now under lease to said lessees by the City, incorporating by reference to the appropriate ordinances and leases on file with the City Clerk the terms and provisions of the aforementioned leases, as amended, as same are amended pursuant to this ordinance, and as amended by Ordinance of even date herewith. Such instrument shall also designate the point at which the centerlines of the two roads at San Antonio International Airport known as North Terminal Drive and West Terminal Drive intersect, by reference to a point or points in or on a survey, plat, or conveyance recorded in the records of the County Clerk of Bexar County, Texas, and/or otherwise tie in said lease description to such points or point.

3. Authorization to execute the aforementioned instruments is conditioned upon receipt by the City of payment of the sum of \$_____, being the sum of amounts due it for rentals (including gross receipts rentals) and fuel flowage fees from tenants or former tenants of certain of the leaseholds that are the subject of the aforementioned "Amendment to Leases and Consent to Assignment of Leases".

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

ATTEST: J. H. Inselmann
City Clerk

W.W. McAllister
MAYOR

STATE OF TEXAS
COUNTY OF BEXAR

AMENDMENT TO LEASES AND CONSENT TO ASSIGN -
MENT OF LEASES

WHEREAS, The City of San Antonio (referred to as "Lessor" or "City"), leased unto Howard Aero, Inc., a Texas corporation (referred to as "Howard"), the following lands, including certain improvements thereon, located at San Antonio International Airport, City of San Antonio, Bexar County, Texas:

a. Plot H, the Hangar 5 area (Lease Area 5) also referred to as Howard Service Division Area, originally leased under date of January 31, 1958, pursuant to City Ordinance #26038, including an option to lease Plot G, which option has been extended by City Ordinance # _____ dated February 6, 1963.

b. Plots J-1 and J-2, the Building 101 area, commonly referred to as the Old Slick Airways Area in the Northeast portion of said Airport, under Lease dated June 1, 1960, and pursuant to City Ordinance #29433.

c. The T. Hangar 12 area under lease dated September 1, 1960, pursuant to City Ordinance #29371.

WHEREAS, leases a. and b., described hereinabove have been assigned, with the consent of Lessor, to Business Aircraft Corporation, a Texas corporation (referred to as "Business"), and the leases described in c. hereinabove has been assigned, with the consent of the Lessor, to Alamo Aviation, Inc., a Texas corporation (referred to as "Alamo"); and

WHEREAS, pursuant to instrument dated October 31, 1962, under City Ordinance #30873, Lessor leased to Business Additional lands (Lease Area 5A) adjacent to Plot H aforesaid to be a part of the lease described in c. hereinabove; and

WHEREAS, pursuant to instrument dated November 21, 1949, under City Ordinance #10897 and amended by instrument dated March 18, 1959, City Ordinance #27816, Lessor leased unto Alamo the Plot I, the Hanger 4 Area (Leased Area 4) including certain improvements thereon, located at said Airport in said City and County and such lease as amended has been further amended pursuant to City Ordinance #_____ of this date; and

WHEREAS, by instrument dated October 31, 1962, under City Ordinance #30873, Lessor leased unto Alamo additional area (Lease Area 4A) adjacent to Plot I to be a part of the Lease Agreement covering Plot I referred to above; and

WHEREAS, pursuant to instrument dated _____, 1963, under City Ordinance #_____ of this date Lessor leased to Alamo Area No. 38 at said Airport in said City and County; and

WHEREAS, by Option Agreement dated October 31, 1962, under City Ordinance #30872, Lessor granted to Alamo an option exercisable during a five (f) year period to Lessee for T Hangar purposes Lease Areas Nos. 301, 302, 303 and 304; and

WHEREAS, Alamo is subsidiary corporation of Business and may, under certain circumstances, merge with Howard; and

WHEREAS, Business and Alamo desire to obtain a loan of capital funds to carry forward and expand operations at San Antonio International Airport which will result in increasing Lessor's revenues from said leases and from operations at said Airport, and it is necessary that the respective leases aforesaid be amended to protect the interest of parties arranging for and providing the loan of funds and to consent to the assignment and subletting of said leases:

NOW, THEREFORE, Lessor, Business and Alamo, agree as follows:

1. Conditioned upon any such assignee or sublessee assuming all obligations to Lessor under such respective leases during the term of such assignments and subleases, Lessor consents to the assignment and/or subletting of the above leases, and each of them, BY Business and Alamo to Phillips Petroleum Company, a Delaware Corporation, admitted to do business in the State of Texas (referred to as "Phillips"), the sublease or assignment of them by Phillips to Ada Oil Company, a Delaware corporation (referred to as "Ada"); and the reassignment or sublease of said leases by Ada to Business and/or Alamo and/or Howard.

2. Lessor shall immediately be advised in writing of any assignment of lease, sublease as above provided or of any mortgage, pledge or hypothecation of lease as provided for in the below set out amendment.

3. Said leases and each of them are hereby amended so that the following language is added to each of them and as to the areas under option agreement, as aforesaid, upon exercise of same, the said leases covering such optioned areas shall incorporate the following provisions into each lease agreement, to-wit:

a. Lessee contemplates an assignment or sublease of this lease to Phillips Petroleum Company, a Delaware corporation (herein called "Phillips"), of the premises and the execution and delivery of a security instrument(s) for mortgaging, pledging and otherwise hypothecating the leasehold interest created to Betty Stations, inc., a Delaware corporation (Herein called the "Company"), which security interest shall be assigned to Bankers Trust Company, a New York corporation, and W. R. Mesenbrink, as Trustees under a Collateral Trust Indenture dated as of _____ with the company (Said Bankers Trust Company, or its successors under said Collateral Trust Indenture, being herein called the "Trustee"). Anything in this lease to the contrary notwithstanding, so long as the interest created by such security instruments shall be outstanding, Lessor waives the right to terminate this lease for causes not related to payment of rentals and conditions of and operations upon the premises; as to defaults involving payment of rentals, conditions of and operations upon the premises:

(i) Lessor shall give written notice thereto to Lessee and to any assignee or sublessee in possession (Provided notice has been given Lessor as provided in 2 above) and to Phillips and Trustee.

(ii) Notwithstanding any provisions in this lease to the contrary, Lessee, or assignee or sublessee in possession, shall have a period of thirty (30) days after such notice to cure such default.

(iii) Before termination of the leasehold estate, Phillips and/or Trustee, or any other person authorized to act for them, shall have a reasonable time not to exceed one hundred twenty (120) days after such notice, provided in subsection (i) above, to cure such default, during which period they may institute and complete foreclosure proceedings or obtain possession of the premises (including by receiver) from Lessee and/or assignee or sublessee in possession.

In the event of any termination of this leasehold interest for any reason other than the default of Lessee under the provisions of this lease, whether by reason of title paramount or for any other reason, Lessor shall promptly give written notice thereof to Phillips and the Trustee. Any notice required to be given to Phillips or the Trustee under the provisions of this paragraph shall be given by mailing the same to Phillips Petroleum Company, Bartlesville, Oklahoma, attention: General Sales Manager, or Bankers Trust Company, 16 Wall Street, New York 15, New York, Attention: Corporate Trust Division, respectively, or such other address as Phillips or the Trustee, as the case may be, may from time to time designate by notice to Lessor.

b. In event of any such default by which Phillips and/or Trustee shall be entitled to take possession of the premises as aforesaid, and Phillips and/or Trustee do elect to take possession of the leased premises, City shall be notified in writing thereof and during a period not to exceed sixty (60) days from receipt of such notice shall have the option to purchase all of Phillips and/or Trustee's right, title and interest in the aforesaid leased premises by paying to them the balance then due them, and each of them, according to the fact tenure and effect of promissory note or other obligation evidencing the indebtedness of Lessee to Phillips and/or Trustee secured by such leasehold and by so doing all right, title, claim or interest of Phillips, Trustee, and Lessee, and each of the, in such lease shall terminate.

c. It is agreed and understood between the parties hereto that nothing herein shall be construed to mean that Lessor has agreed or consented to anything in violation of applicable laws and statutes of the United States, the State of Texas, the charter of the City of San Antonio, or of ordinance-indentures securing airport revenue bonds issued by Lessor, City of

San Antonio.

4. By City Ordinance #30964 dated December 12, 1962, the City manager was authorized to execute amendments to the leases at San Antonio International Airport providing for an adjustment in rentals based upon indices of "Aggregate Weekly Payrolls in Manufacturing" and of "Wholesale Prices--all Commodities" reported by the Bureau of Labor Statistics, United States Department of Labor in the manner substantially as provided for thereunder. The lease agreements subject to this amendment shall be read as though each of them contain the following provision which shall be in lieu of any provision they might now contain providing for adjustment of rentals based upon Bureau of Labor Statistics Indices:

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

B. Provided, however, that, in the event the adjusted rental rate reaches an amount which is a variation of as much as 25% from the base rental rate, the rentals to be paid under this lease may be the subject of renegotiation at the end of any calendar year at the option of either party. In such event, notice of the exercise of this option, if such be done, shall be given in writing to the other party on or before the last day of that calendar year. During such renegotiation period the new adjusted rental rate shall apply. If renegotiation does not result in agreement on or before the sixtieth (60th) day after such notice was given, either party may terminate this lease upon thirty (30) days written notice to the other except, however, that Lessor may not terminate such lease if Lessee shall then elect to continue to pay the adjusted rental rate during the remaining term of the lease, in event of an adjusted rental 25% or more above base rental, and to continue to pay an adjusted rental rate not less than 25% less than the base rental during the remaining term of the lease, in event of a variation resulting in a decrease of 25% or more from the base rental.

C. The base rental rate(s) shall be understood to be the basic rental rate(s) set forth in this agreement without consideration of any additional rentals such as those computed on percentages of applicable gross receipts; the adjusted rental rate(s) shall be understood to mean such base rental rate(s) plus or minus any increase or decrease compute according to the formula set out in Par. A. Above.

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

E. The average of the twelve monthly indices for the year ending September 30, 1961, of AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING is 103.2, and the similar average of indices for WHOLESale PRICES - ALL COMMODITIES is 100.5; the common average of the two averages for the twelve months ending September 30, 1961, is 101.9. All calculations to determine increases shall use this common average as the denominator (b) in the formula in Par. A. above.

WITNESS OUR HANDS this the _____ day of January, 1963.

CITY OF SAN ANTONIO
BY: /s/ David A. Harner
Assistant City Manager

BUSINESS AIRCRAFT CORPORATION
BY: _____
President

ATTEST: _____
Secretary

ALAMO AVIATION, INC.
BY: _____
Vice-President

ATTEST: _____
Secretary

The undersigned, acting as the duly authorized Attorney-in-Fact for American Surety Company, states that the approval by the City of San Antonio as lessor to the Assignment and/or sublease of the aforementioned leases by said Lessee shall not release or exonerate American Surety Company from any of its obligations on the performance bonds heretofore furnished the said leases.

AMERICAN SURETY COMPANY
BY _____
Attorney-in-Fact

AN ORDINANCE 31123

MANIFESTING AN AGREEMENT AMENDING A LEASE OF GROUND AT INTERNATIONAL AIR-
PORT TO EXECUTIVE AIRLINES, INC.

* * * * *

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

1. This ordinance manifests a contract between the City, as Lessor, and Executive Airlines, a Texas private corporation acting by and through its designated officers pursuant to a resolution of its Board of Directors, as Lessee, agreeing to amend the ground lease of space (lease area 334) at San Antonio International Airport, authorized by Ordinance 30992, as follows:

(a) The base rental for lease area 334 described in the aforementioned lease to be paid for the one month period, January 16 to February 14, 1963, shall be computed at the rate of \$0.01 per sq. ft. at year. The building set-back requirements for said area are shown on Exhibit 3 hereto.

(b) An additional area of ground containing 87,873 sq. ft., more or less, shown by Exhibits #1 and #2 attached hereto, is leased hereby to said lessee upon the following terms:

(1) Lessee shall pay to Lessor a base rental of \$0.015 per sq. ft. per year for this additional area, or \$1,316.75 per year, in monthly installments of \$109.73 each, in addition to that provided in Par. 2 (Base Rental) of the aforementioned lease.

(2) The lease of this additional area shall be effective beginning February 15, 1963, and during the balance of the term of the aforementioned lease.

(3) This additional area shall be used for the following purposes and no other: PERMITTED USES: - The erection of unit-storage or "T" -hangars (Aircraft storage hangars specifically designed for the housing of aircraft in individual sections or stalls, consisting of no less than four such sections or stalls, with individual door openings for each section or stall, and in which no commercial activities of any nature, including maintenance and overhaul, shall be permitted), and the storage of aircraft therein; the parking of aircraft and/or automobiles in connection with the use of the adjacent commercial hangar lease area or the non-commercial area, and the construction of pavement therefor.

(4) The Building set-back requirements for this area shall be as follows:

Walls with Hangar Door Openings---A distance no less than maximum door openings.

Walls without Hangar Door Openings---A minimum distance of five (5) feet.

C. All other terms conditions and covenants of the aforementioned lease approved by Ordinance 30992 shall remain in full force and effect and shall apply to the lease of the additional area described in b. above and Exhibits #1 and #2 hereto.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

3. ACCEPTED AND AGREED TO IN all things this 13th day of February, 1963.

EXECUTIVE AIRLINES, INC.

ATTEST: _____
Secretary

BY: _____
President

LEASE AREA 334: EXECUTIVE AIRLINES

BUILDING SET-BACKS:

A. Established Building Lines - All buildings shall be constructed on or behind the established building line.

B. Hangar walls with Hangar Door Openings - A distance no less than maximum door opening or 50 feet, whichever is greater; no other part of building, including leantos and door pockets, shall extend any closer to lease line.

C. Hangar Walls without Hangar Door Openings or Leantos - A minimum distance of 50 feet, except that such walls of bonafide unitstorage hangars may be a distance of no less than 25 feet.

D. Leanto Walls and Other Building Walls - A minimum distance of 25 feet.

E. Canopies, Carports, Eaves, etc. - A minimum distance of 5 feet.

"EXHIBIT 3"

AN ORDINANCE 31124

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$320.00 DUE THE NORTH EAST INDEPENDENT SCHOOL DISTRICT, DUE TO A DOUBLE PAYMENT OF SEWER SERVICE CHARGES.

* * * * *

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

1. The Director of Finance is hereby authorized to make the following refund out of Sewer Revenue Fund No. 204, as indicated:

Amount:	\$320.00
Payable to:	North East Independent School District
Reason:	Refund of double payment for sewer service charges for the Dellview Elementary School representing payments made by the North East Independent School District on outside city limit rates from May 1, 1960 to December 31, 1963 as inside the City limit rates were also charged and paid by the North East Independent School District during that period.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31125

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF VENDORS AS LISTED BELOW FOR THE PURCHASE OF CERTAIN SEWAGE TREATMENT PLANT EQUIPMENT FOR THE CITY OF SAN ANTONIO AND APPROPRIATING FUNDS OUT OF SEWER REVENUE FUND #204.02 IN THE AMOUNT OF \$233,241.50 FOR PAYMENT OF SAME.

* * * * *

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

1. The attached low qualified bids of Door-Oliver Co., Walker Process Equipment Co., EIMCO, Allis Chalmers Mfg. Co., Pump & Power Engineering Co., Fischer & Porter Co. and Roots Commersville Co. dated January 27, 1963 to furnish the City of San Antonio, Department of Public Works with certain sewage treatment plant equipment for a total of \$233,241.50 is hereby accepted as follows:

Dorr-Oliver Company		
Item #1	\$ 12,297.00	
Item #2	15,299.00	
Item #3	<u>9,312.00</u>	36,908.00
Walker Process Equip. Co.		
Item #4	16,289.00	
Item #5	<u>18,476.00</u>	34,765.00
EIMCO		
Item #6	<u>61,896.00</u>	61,896.00
Allis Chalmers		
Item #7	5,414.00	
Item #9-(b)	1,232.00	
Item #9-(c)	<u>669.00</u>	7,315.00
Pump & Power Engr. Co.		
Item #9-(a)	<u>1,960.00</u>	1,960.00
Fischer & Porter Co.		
Item #10	<u>5,598.00</u>	5,598.00
Roots Commersville Co.		
Item #11	<u>84,799.50</u>	<u>84,799.50</u>
		\$ 233,241.50

2. The sum of \$233,241.50 is hereby appropriated from Sewer Revenue Fund #204.02 payable to vendors as listed above for certain sewage treatment plant equipment for Leon Creek Sewage Treatment Plant.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED THIS 13th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31126

ACCEPTING THE LOW QUALIFIED BID OF MCKENZIE CONSTRUCTION COMPANY, IN THE AMOUNT OF \$684,988.96, FOR THE CONSTRUCTION OF STORM DRAINAGE PROJECT #43; AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD PUBLIC WORKS CONSTRUCTION CONTRACT FOR SUCH PROJECT; APPROPRIATING SUCH SUM OUTOF STORM DRAINAGE IMPROVEMENT BOND FUND NO. 479-13, 1957 SERIES, PAYABLE TO MCKENZIE CONSTRUCTION COMPANY; APPROPRIATING THE FURTHER SUM OF \$20,000.00 FROM SUCH BOND FUND TO BE USED AS A CONSTRUCTION CONTINGENCY ACCOUNT ON SUCH PROJECT; AND APPROPRIATING THE FURTHER SUM OF \$7,506.89 FROM SUCH BOND FUND, PAYABLE TO M. R. MITCHELL & ASSOCIATES, FOR THE ADDITIONAL AMOUNT NECESSARY TO COVER ENGINEERING FEES.

* * * * *

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

1. The low qualified bid of McKenzie Construction Company, in the amount of \$684,988.96, for the construction of Storm Drainage Project #43, is hereby accepted.
2. The City Manager is hereby authorized and directed to execute a standard public works construction contract with McKenzie Construction Company for such project.
3. The following sums are hereby appropriated out of Storm Drainage Improvement Bond Fund No. 479-13, 1957 Series, of this project:
 - (a) The sum of \$684,988.96, payable to McKenzie Construction Company;
 - (b) The sum of \$20,000.00 to be used as a construction Contingency Account;
 - (c) The sum of \$7,506.89, payable to M. R. Mitchell & Associates, for the additional amount necessary to cover engineering fees.
4. PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31127

EVIDENCING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND MALCOLM G. SIMONS, ARCHITECT, FOR PROFESSIONAL SERVICES IN CONNECTION WITH CONSTRUCTION OF A FIRE STATION LOCATED AT VANCE JACKSON ROAD AND INTERSTATE HIGHWAY 10.

* * * * *

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

1. This ordinance makes and manifests an agreement by and between the City of San Antonio, hereinafter called "City", and Malcolm G. Simons, Architect, hereinafter called "Architect", in words and figures as follows, to-wit:
2. The Architect will design, make and supply the City with necessary plans, working drawings, and specifications for the construction of a Fire Station located at Vance Jackson Road and Interstate Highway 35. Under no circumstances shall any charges be made for work other than that included in the above mentioned project.
3. The Architect shall deliver to the Fire Chief and the Director of Public Works of the City of San Antonio a complete set of reproducible prints of all specifications, maps, drawings, and date, as built.
4. The Architect shall give his personal attention to the performance of this contract and shall employ only competent and skillful assistants to aid him; and shall supply all necessary engineering supervision required for the construction, and shall provide inspection.
5. In consideration of the faithful performance of this contract, the completion and delivery of the plans and specifications, and acceptance thereof by the City and the supervision of the contractor to the completion of the job, the City of San Antonio binds itself and obligates itself to pay the Architect a basic fee of four and two-tenths percent (4.2%) of the construction cost of the project as described in Paragraph 2 above. This cost is estimated to approximate \$50,000.00.
6. Partial payments of the fee shall be made as the work progresses and shall be in accordance with the percentage shown in Paragraph 5 of this contract. In consideration of the faithful performance of the contract, the completion and delivery of the necessary plans and specifications and their acceptance by the City and the supervision of the Architect of the Contractor to the completion of the construction, the City Agrees and is bound hereby and obligated to pay the Architect the specified compensation as follows, to-wit:
 - a. Upon the completion and acceptance of the preliminary plans, cost estimates and preliminary report, fifteen percent (15%) of the fee shall be paid upon an estimate approved by the Fire Chief and the Director of Public Works of the City of San Antonio.
 - b. Upon the completion and acceptance of the detailed plans and specifications, fifty percent (50%) of the fee shall be paid upon an estimate approved by the Fire Chief and the Director of Public Works.
 - c. For the general supervision, thirty-five percent (35%) in partial payments made from time to time during the progress of the actual construction in accord with the progress of the job made by the Contractor and based on the estimates issued and payments made to the Contractor. Payments will be made in monthly installments in proportion to the construction work completed and ten percent (10%) of the total fee due in the construction supervision phase

will be retained and be paid within thirty (30) days after acceptance of the completed project. Estimates are to be approved by the Fire Chief and the Director of Public Works for the City of San Antonio.

7. General supervision shall include the necessary construction stakes for the contractor and regular, frequent and periodic visits of the Architect or his qualified representative to the job. It shall also include the checking and certification of estimates submitted by the contractor for payment. Should resident supervision be required, prior authorization from the City shall be obtained.

8. The Architect shall perform his duties to the satisfaction of the Fire Chief, the Director of Public Works, the City Manager, and such representatives of the City Manager on the job as the City Manager may appoint.

9. Architect shall furnish the City five (5) copies of the preliminary report, including preliminary layouts, sketches and cost estimates, including an estimate of the time which will be required to complete the plans and specifications phase after approval of the preliminary phase by the Fire chief and the Director of Public Works.

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

11. Upon receipt of bids by the City for the construction, the Architect shall make the City a full and complete report on all bids received, together with his recommendation of the best bid.

12. The Architect shall complete the necessary City standard form of advertisement for bids.

13. Should any project or job, or part of any project or job, be abandoned before completion, or should the Architect be discharged as provided in Paragraph 14, he will submit certified payrolls showing actual payroll cost and other expenses on the project to date, and shall be reimbursed on the basis of the payroll cost multiplied by two as compensation for all expenses, overhead and profit. Should any project or any part of a project or job on which detailed plans and specifications have been made not be constructed, the Architect shall be paid as set forth in Paragraph 6, sub-paragraph "c" for the general supervision of this work. Any element that may have been omitted in the description of the work of the Architect but which is fairly implied, shall be deemed to be included in this contract and shall be done by the Architect as if the same has been specifically stated without any additional charge to the City.

14. The City may terminate this agreement at any time by a notice in writing to the Architect. Upon receipt of such notice, the Architect shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Architect shall submit a statement, showing in detail the services performed under this agreement to the date of termination. The City shall then pay the Architect promptly as provided in Paragraph 13, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this agreement shall be delivered to the City when and if this agreement is terminated.

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

16. The foregoing instrument in writing constitutes the entire agreement herein, there being no other written nor parole agreement with any officer or employees by the City, it being understood that the Charter of the City of San Antonio requires all contracts to be in writing and adopted by ordinance, otherwise to be null and void.

17. PASSED AND APPROVED this 13th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

18. Accepted as the contract between the City of San Antonio and Malcolm G. Simons, Architect, this 8th day of February, 1963.

/s/ Malcolm G. Simons
Architect

AN ORDINANCE 31128

AMENDING SUB-SECTION 28-24 OF THE CITY CODE OF SAN ANTONIO, TEXAS TO PROVIDE FOR REDUCTION IN SIZE OF THE VIGILANCE COMMITTEE ON SOLICITATION ACTIVITIES TO SEVEN MEMBERS.

* * * * *

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

1. Sub-Section 28-24 of the City Code of San Antonio, Texas, is hereby amended to read as follows:

"Sec. 28-24. Vigilance Committee - Creation and Composition

A vigilance committee of seven members to be appointed by the mayor and confirmed by the council, who shall serve without compensation, shall be created to investigate each application for the permits required by this chapter, which committee shall advise and recommend to the mayor the granting or refusal of such permits. (Code 1950, § 51-8)"

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31129

TERMINATING CONTRACTS FOR RADIO MAINTENANCE SERVICES BETWEEN THE CITY OF SAN ANTONIO AND OUTSIDE AGENCIES; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS FOR SAID SERVICES.

* * * * *

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

1. Existing contracts to perform Radio Maintenance Services to the following outside agencies are hereby terminated as of the date of this ordinance, with the exception of the San Antonio Transit System, which termination shall become effective thirty (30) days after the date of this ordinance.

City of Alamo Heights
City of Balcones Heights
City of Castle Hills
City of Olmos Park
City of Terrell Hills
County of Bexar
San Antonio Independent School District
San Antonio Transit System

2. The City Manager is hereby authorized to execute new contracts for Radio Maintenance Services with the aforementioned outside agencies in accordance with the attached proposed contract.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

STANDARD CONTRACT FOR RADIO MAINTENANCE SERVICES
BETWEEN THE CITY OF SAN ANTONIO AND

ORDINANCE NO. _____ CONTRACT CONTROL NO. _____
DATE OF ORDINANCE: _____ TERM OF CONTRACT _____ TO _____

This contract constitutes an agreement between the City of San Antonio, Texas and _____ for the following services to be performed by the San Antonio Police Department Radio Shop. The City of San Antonio agrees to perform the following specified services and _____ agrees to pay for such services at the following specified rates:

I. Services:

A. Installation of Mobile Equipment.

1. Installation of Mobile two-way radio equipment will be charged at the rate of \$25.00 per installation.

B. Removal of Mobile Equipment.

1. Removal of mobile two-way radio equipment will be charged at the rate of \$5.00 per removal.

C. Repair and Maintenance of Mobile Equipment.

1. Repair and maintenance of mobile radio equipment will be charged at the rate of \$5.00 per month for each mobile two-way unit, plus wholesale cost of components.
2. All mobile units, other than fire department apparatus, are to be brought to the Radio Shop when maintenance is required. In the case of fire department apparatus, service will be performed at the fire station when possible.

D. Repair and Maintenance of Base Station equipment.

1. Rates for the repair and maintenance of base stations are as follows:
- | | |
|--|--------------------|
| a. One to Twenty watt stations | \$ 10.00 per month |
| b. Twenty to seventy-five watt stations | 15.00 per month |
| c. Seventy-five to two hundred fifty watt stations | 25.00 per month |
2. These rates include all labor required for the transmitter, receiver and one remote control console with each base station plus wholesale cost of components.

E. Radio Dispatching Service.

1. Rate for radio dispatching service will be \$10.00 per month per unit.

F. Other

1. Labor for any other engineering, installation, maintenance and/or repair duties, not specifically related to the base or mobile units, will be charged at the rate of \$5.00 per hour. Minimum charge \$5.00.

G. The City of San Antonio shall maintain all radio and electronics equipment of said _____, in compliance with the technical standards as set forth under Part ten (10) of the Federal Communications Commission's Rule, governing Public Safety Radio Services under the following terms and conditions:

- 1. That the Radio Division of the San Antonio Police Department shall have exclusive control of all service and/or adjustment to all transmitters operated by _____ and licensed by the Federal Communications Commission.
- 2. That no additional transmitters other than those presently authorized for operation by the Federal Communications Commission for _____ shall be added without the written consent and agreement of said City.
- 3. For these considerations, the City of San Antonio has complete control of all transmitting equipment operated by _____, and will comply with the Federal Communications Commission's Regulations.

H. The City of San Antonio Further agrees to conduct and make all the required transmitter frequency checks, keep the necessary records, perform all licensing procedures and supervision required by the Federal Communications Commission's Rules and Regulations as a part of this contract.

I. The City of San Antonio agrees to return all parts, tubes and other defective equipment removed from equipment belonging to _____ together with a record of the nature of such defect, so that _____ may make the proper claim or claims in the event said equipment was guaranteed or a warranty given for the performance.

It is further agreed that bills for services rendered in accordance with the terms of this contract are due and payable at the Office of the Tax Assessor-Collector of the City of San Antonio on or before the tenth (10)th day of the month following the month billed.

EXECUTED THIS _____ day of _____, 19_____.

BY _____

TITLE _____

CITY OF SAN ANTONIO

BY _____

TITLE _____

AN ORDINANCE 31130

AUTHORIZING THE PAYMENT OF THE SUM OF \$200.00 OUT OF SEWER REVENUE FUND NO. 20402 TO REIMBURSE CERTAIN INDIVIDUALS FOR SEWER CONNECTION FEES PAID BY THEM TO SAN ANTONIO WATER SUPPLY CORPORATION.

* * * * *

WHEREAS, the San Antonio Water Supply Corporation has collected fees for connections made to the sanitary sewer line constructed by said corporation; and,

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

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

1. The sum of \$200.00 is hereby authorized to be paid out of Sewer Revenue Fund No. 20402 to reimburse the following named party for the fees paid by him to San Antonio Water Supply Corporation, for sanitary sewer connections:

- a. \$200.00 payable to Lloyd A. Denton, 304D Petroleum Center, San Antonio, Texas for connections at 3222 and 3227 Burnside, Sewer Permit Nos. L8492 and L8335;

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

ATTEST: J. H. Inselmann
City Clerk

Walter W. McAllister
MAYOR

AN ORDINANCE 31131

Amended Ord 32114 2/13/64

APPROVING THE LOCATION OF URBAN RENEWAL PROJECT I, TEX R-39 IN THE CITY OF SAN ANTONIO, ESTABLISHING THE OUTER BOUNDARIES OF SUCH PROJECT, AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR SPECIFIED WORK WITHIN SUCH BOUNDARIES FOR A SPECIFIED PERIOD OF TIME.

* * * * *

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

1. The boundaries of Urban Renewal Project I, Tex R-39, in the Central West Area as shown by the map or diagram prepared by the Urban Renewal Agency, are hereby approved. The said map is filed in the office of the City Clerk and is incorporated herein by reference for all purposes .

2. The outer boundaries of the approved Central West Area, Project I, Tex-R-39 as Shown by said map are here and now established as building lines within and between which no structures shall be repaired if the cost of the repaired to be done within any one calendar year is in excess of 25% of the value of the structure before the repairs are made.

3. The Director of Housing and Inspections of the City of San Antonio is hereby directed to refuse any building permit for the erection of any structure within the proposed area established and referred to; to refuse to permit curb cuts or the construction of driveway approach ramps; 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 reconstruction or repairs is in excess of 25 per cent of the value of the structure before the fire, or for the repair of any existing structure where the cost of repairs to be made within any one calendar year is in excess of 25 per cent of the value of the structure before the repairs are made.

4. The restrictions imposed by this ordinance shall be in full force and effect for a one-year period ending the 12th day of February, 1964, the estimated time required for completion of engineering, appraisal and purchase of the area protected hereby.

5. 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 6 members of the 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.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

RESOLUTION

APPOINTING SEVEN MEMBERS TO SERVE AS A VIGILANCE COMMITTEE ON SOLICITATION ACTIVITIES IN THE CITY PURSUANT TO SECTION 28-24 OF THE CITY CODE AS AMENDED.

* * * * *

WHEREAS, Sec. 28-24 of the City Code, as amended by Ordinance No. 31128, provides for the appointment of seven member Vigilance Committee to serve in an advisory capacity without compensation on matters concerning applications for permits to solicit in the City; NOW, THEREFORE:

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

1. The following persons are hereby appointed to serve on the Vigilance Committee on solicitation activities within the City, effective immediately and until February 1, 1964:

- G. W. Seffel
- W. I. Elo
- Joe C. Schneider
- Jack Morse
- C. M. Armstrong
- G. R. Dwyer
- Walter N. Corrigan

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31132

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

* * * * *

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

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

(Case No.1484)

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

Lot 28, NCB 11715

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

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

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31133

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

* * * * *

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

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

(Case No. 1724)

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

That portion of Lot 2, NCB 11493 inside the City Limits of the City of San Antonio.

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

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

4. PASSED AND APPROVED this 20th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31134

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

* * * * *

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

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

(Case No. 1723)

The rezoning and reclassification of property listed below as follows:

Lot 45, NCB 11880 from "A" Residence District to "D" Apartment District; and Lot 44, NCB 11880 from "A" Residence District to "B" Residence District.

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

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

4. PASSED AND APPROVED this 20th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31135

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

* * * * *

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

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

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

Lot 34, NCB 7675

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

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

4. PASSED AND APPROVED this 20th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31136

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

* * * * *

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

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

(case No. 1821)

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

That portion of Lot 1, NCB 8800 not zoned "J" Commercial.

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

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

4. PASSED AND APPROVED this 20th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31137

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

* * * * *

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

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

(Case No. 1827)

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

Lot 14, NCB 8645

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

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

4. PASSED AND APPROVED this 20th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31138

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

* * * * *

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

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

(Case No. 1284)

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

Tract 3, NCB 12168

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

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

4. PASSED AND APPROVED this 20th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31139

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

* * * * *

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

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

(Case No. 1559)

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

Lots 31 and 32, NCB 11843

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

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

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31140

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

* * * * *

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

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

(Case No. 1564)

The rezoning and reclassification of property listed below as follows:

Lot 20, NCB 3531 from "C" Residence District to "E" Office District; and lot 21, NCB 3531 from "C" Residence District to "F" Local Retail District.

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

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

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31141

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

* * * * *

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

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

(Case No. 1638)

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

Lot 76, NCB 11507

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

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

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31142

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

* * * * *

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

1. That Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by the Commissioners of the City of San Antonio on the 3rd day 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. 1257)

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

Lot 5, NCB 11685

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

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

4. PASSED AND APPROVED this 20th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31143

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

* * * * *

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

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

(Case No. 1840)

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

Lot 9, NCB 7046

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

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

4. PASSED AND APPROVED this 20th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31144

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

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

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

(Case No. 1545)

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

Lot 11, NCB 1425

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

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

4. PASSED AND APPROVED THIS 20th day of February, A. D., 1963

ATTEST: J. H. Inselmann
City Clerk

W. W. MCALLISTER
MAYOR

AN ORDINANCE 31145

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

* * * * *

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

1. The Section 2 of an Ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by 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. 1656)

(a) From "C" Residence District to "D" Apartment District:

A portion of Lot 2, Block 5, NCB 13476, described as follows:

BEGINNING at a point on the northwest line of Frio City Road, said point being S 52° 35' 30" W, a distance of 217.28 feet from the intersection of the south line of Thompson Place and the northwest line of Frio City Road.

THENCE, N 83° 45' W, along a line 150.00 feet south of and parallel to the south line of Thompson Place, a distance of 226.98 feet to a point on a curve, having a radius of 183.88 feet, said point also being on the east line of Saturn Street.

THENCE, in northerly direction, along said curve and along the east line of Saturn Street, a distance of 37.92 feet to the point of tangency of said curve.

THENCE, N 6° 15' E, along the east line of Saturn Street, a distance of 97.35 feet to the point of curvature of a 15.00 foot radius.

THENCE, along said 15.00 foot radius, a distance of 23.56 feet to the point of tangency of said 15.00 foot radius, said point being on the south line of Thompson Place.

THENCE, S 83° 45' E, Along the south line of Thompson Place, a distance of 240.46 feet to the point of curvature of a curve, having a radius of 50.00 feet.

THENCE, along said curve having a radius of 50.00 feet, a distance of 118.98 feet to the point of tangency of said curve, said point being on the northwest line of Frio City Road.

THENCE, S 52° 35' 30" W, along the northwest line of Frio City Road, a distance of 92.46 feet to the point of beginning, and containing 0.95 acres, more or less.

(b) From "C" Residence District to "F" Local Retail District:

Lot 2, Block 5, NCB 13476, except that portion zoned "D" Apartment by sub-paragraph (a) of this ordinance.

(c) From "C" Residence District to "E" Office District:

Lot 1, NCB 13476 and Lot 1, NCB 13477

(d) From "C" Residence District to "D" Apartment District:

Lot 23, NCB 13475

(e) From "C" Residence District to "B" Residence District:

Lots 1, 2, 3 and 21, NCB 13472
Lots 1 thru 6 and Lots 20, 21, 22 and 38, NCB 13473
lots 1, 2, 3, 21, 22, 23, and 39, NCB 13474
Lots 1, 2, 18 thru 22, and 24 and 31, NCB 13475
Lots 2 thru 15, NCB 13477

(f) From "C" Residence District and "L" Manufacturing District to "B" Residence District:

Lot 16, NCB 13477

(g) From "C" Residence District to "A" Residence District:

Lots 4 thru 20, NCB 13472
Lots 7 thru 19 and 23 thru 37, NCB 13473

Lots 4 thru 20 and 24 thru 38, NCB 13474
 Lots 3 thru 17, NCB 13475

(h) From "C" Residence District and "L" Manufacturing District to "A" Residence District:

Tract 1, NCB 6801

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

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

4. PASSED AND APPROVED this 20th day of February, 1963.

ATTEST: J. H. Inselmann
 City Clerk

W. W. McAllister
 M A Y O R

AN ORDINANCE 31146

AMENDING ORDINANCE 31122 AUTHORIZING ASSIGNMENT OF LEASES BY BUSINESS AIRCRAFT C CORP. AND ALAMO AVIATION, INC., AT INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, Ordinance 31120 adopted February 13, 1963, authorized execution of a lease (Lease Area #38) to Alamo Aviation, Inc.; and,

WHEREAS, said lease was omitted from Par. 1 of Ordinance 31122 adopted Feb. 13, 1963, authorizing execution of an instrument consenting to assignment and/or subleasing by Business Aircraft Corp. and Alamo Aviation, Inc.; NOW, THEREFORE:

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

1. Paragraph 1 of Ordinance 31122 is hereby amended to add the aforementioned lease of Lease Area #38 to the leases enumerated therein.

2. PASSED AND APPROVED this 20th day of February, 1963.

AN ORDINANCE 31147

APPROPRIATING THE SUM OF \$20,957.06 FROM PARKS IMPROVEMENT BOND FUND #479-18 FOR PLANNED PURCHASES OR SERVICES UNDER \$1,000.00 AND PURCHASES AGAINST APPROVED ANNUAL CONTRACTS FOR PARKS AND RECREATION DEPARTMENT.

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

1. The sum of \$20,957.06 is hereby appropriated out of Parks Improvement Bond Fund #479-18 for planned purchases or services under \$1,000.00 each, and for purchases against approved annual contracts for the following activities:

<u>PARK</u>	<u>AMOUNT</u>
West Side Park	\$ 5,700.00
Southside Lions Park	5,000.00
Concepcion Park	2,439.32
Normoyle Arsenal Playfield	500.00
Lincoln Park	3,000.00
Dellcrest Park	200.00
South San Recreation Center	956.74
Harlandale Recreation Center	1,525.00
Roosevelt Park	1,636.00
Total Appropriation	<u>\$20,957.06</u>

2. PASSED AND APPROVED this 20th day of February, 1963.

ATTEST: J. H. Inselmann
 City Clerk

W. W. McAllister
 M A Y O R

AN ORDINANCE 31148

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF WATSON DISTRIBUTING COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH 210 CU. YDS. PEAT FOR A NET TOTAL OF \$2,131.50.

* * * * *

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

1. The attached low qualified bid of Watson Distributing Company, dated February 22, 1963 to furnish the City of San Antonio, Department of Parks and Recreation with 210 yds. peat (Anderson Michigan) for a net total of \$2,131.50 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-03-18.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 27th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31149

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF SCOTCHLITE MATERIALS FROM THE MINNESOTA MINING AND MANUFACTURING COMPANY FOR THE CITY OF SAN ANTONIO, DEPARTMENT OF TRAFFIC AND TRANSPORTATION, SIGN SHOP FOR A TOTAL OF \$5,326.24.

* * * * *

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

1. THAT the Director of Finance be authorized to purchase certain items of Scotchlite materials from the Minnesota Mining and Manufacturing Company for use by the City of San Antonio Department of Traffic and Transportation, sign and paint shop for a total of \$5,326.24.
2. This is the sole source of supply of this particular items.
3. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-01.
4. PASSED AND APPROVED this 27th day of February, 1963.

ATTEST: J. H. Inselmann
CITY CLERK

W. W. McAllister
M A Y O R

AN ORDINANCE 31150

APPROPRIATING THE SUM OF \$82,190.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT, STORM DRAINAGE #58 PROJECT, KELLY ACCESS ROAD PROJECT, FRESNO AND OLMOS PAVING PROJECT AND LEON CREEK SEWER OUT-FALL LINE PROJECT AND AUTHORIZING THE TRANSFER OF THE SUM OF \$23,535.00 FROM GENERAL FUND ACCOUNT 09-04-15 TO STREET IMPROVEMENT BONDS, 1957, #479-10.

* * * * *

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

1. The sum of \$56,030.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:
 - a. \$460.00 payable to Stewart Title Company as escrow agent for Joe Levrie and Josefina Levrie for title to 0.2027 of an acre of land, more or less, same being out of an a Part of Lot 3-0, Block 38, New City Block 3697, being Parcel 81-4381.
 - b. \$21,220.00 payable to Stewart Title Company as escrow agent for R. R. Meeker and Fanny Meeker for title to Lots 17 and 18, Block 5, New City Block 11323, being Parcel 506A-4806.
 - c. \$3,200.00 payable to Stewart Title Company as escrow agent for Rafaela Elisario Lozano, for title to Lots 10 and 11, Block 30, New City Block 8068, being Parcel 553-4853.
 - d. \$31,150.00 payable to Stewart Title Company as escrow agent for Lucile Dias, et al for title to Lots 24, 25 and 26, Block 33, New City Block 8115, Being Parcel 622-4922.

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

2. The sum of \$1,125.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for acquisition of right of way for storm Drainage #58 as follows:
 - a. \$1,125.00 payable to Guaranty Abstract & Title Company as escrow agent for Jesse C. Vasquez and Mary L. Vasquez for title to all of Lots 30, 31 and 32, Block 2, New City Block 8265, being Parcels 5429, 5430 & 5431.

b. A Special Warranty Deed from A. D. Opiela and Helen Opiela for title to Lots 39, 40 and 41, Block 2, New City Block 8265, being Parcels 5420, 5421 & 5422, is hereby accepted.

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

3. The sum of \$1,000.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way for Kelly Access Road, payable to Guardian Abstract & Title Company as escrow agent for Rebecca Hall Blanton, et al for title to Part of Lot 23, New City Block 7530, being Parcel 5618. A copy of said Sales Agreement is filed herewith and incorporated herein by reference.

4. The sum of \$23,535.00 is hereby appropriated out of Street improvement Bonds, 1957, #479-10 for acquisition of right of way for Fresno and Olmos Paving Project as follows:

a. \$9,000.00 payable to Guaranty Abstract & Title Company as escrow agent for Norton H. Geddie and Lois Mae Geddie for title to Lot 19, Block 55, New City Block 7107, being Parcel 5627.

b. \$12,500.00 payable to Guaranty Abstract & Title Company as escrow agent for Mildred E. Harvey for title to all of Lots 17 and 18, Block 55, New City Block 7107, being Parcels 5628 & 5629.

c. \$620.00 payable to Guaranty Abstract & Title Company as escrow agent for Ishmael R. Jones and Annie L. Jones for title to the North 7.5 feet of Lot 9, Block 59, ~~New City Block 5645~~ ^{Parcel} NEB 7193.

d. \$745.00 payable to Guaranty Abstract & Title Company as escrow agent for Robert James Hull and Magnon Lily Hull for title to the North 7.5 feet of Lot 10, Block 59, New City Block 7193, being Parcel 5646.

e. \$670.00 payable to Guaranty Abstract & Title Company as escrow agent for Albert A. Einkauf and Ida A. Einkauf for title to the North 7.5 feet of Lot 1, Block 60, New City Block 7210, Being Parcel 5647.

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

5. The sum of \$500.00 is hereby appropriated out of Sewer Revenue Fund #204-02 for acquisition of right of way for Leon Creek Sewer Out fall Line payable to Alamo Title Company as escrow agent for William Hubrich and Paula Hubrich for permanent and temporary easement over approximately 0.89 acres out of William Hubrich's 14.915 acres, being Parcel E-530. A copy of said easement agreement is filed herewith and incorporated herein by reference.

6. Transfer of the sum of \$23,535.00 from General Fund Account 09-04-15 to Street Improvement Bonds, 1957, #479-10 is hereby authorized.

7. PASSED AND APPROVED this 27th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31151

APPROPRIATING CERTAIN SUMS IM PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U. S. 90 WEST EXPRESSWAY PROJECT; LOOP 410 PROJECT; MILITARY DRIVE S. SECTION A PROJECT; STORM DRAINAGE #55PROJECT; STORM DRAINAGE #58 PROJECT; STORM DRAINAGE #43 PROJECT; KELLY ACCESS ROAD PROJECT AND STORM DRAINAGE NO. 75A PROJECT.

* * * * *

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

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

MILTON GLATTERER
417 Zephyr
San Antonio, Texasfor the sum of \$ 75.00
for services as commissioner on Parcel No. 19-4319.

ALFRED SIDEN
2506 W. Summit
San Antonio, Texasfor the sum of \$ 75.00
for services as commissioner on Parcel No. 19-4319.

HENRY W. MOURSUND
613 Frost Bank Bldg.
San Antonio, Texas. for the sum of \$ 75.00
for services as commissioner on Parcel No. 19-4319.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas. for the sum of \$ 3.10
for recording fee on Parcel Nos. 42-4342 & 43-4343.

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

for recording fee on Parcel No. 48-4348.

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

for recording fee on Parcel No. 105-4405.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.for the sum of \$ 48.55

for title company charges on Parcel No. 105A-4405A.

BEVERLY B. SLIMP
7001 West Avenue
San Antonio, Texas.for the sum of \$ 75.00
for services as commissioner on Parcel No. 124-4424.

COL. FRANK WASHBURN
6925 Callaghan Rd.
San Antonio, Texas.for the sum of \$ 75.00

for services as commissioner on Parcel No. 124-4424.

HENRY W. MOURSUND
613 Frost Bank Bldg.
San Antonio, Texas.for the sum of \$ 75.00

for services as special commissioner on Parcel #124-4424.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas.for the sum of \$ 2.45

for recording fee on Parcel No. 144-4444.

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

for recording fee on Parcel No. 145-4445.

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

for recording fee on Parcel No. 150-4450.

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

for recording fee on parcel No. 344-4644.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.for the sum of \$ 4.05

for recording fee on Parcels 354-4654 & 355-4655.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.for the sum of \$ 3.90

for recording fee on Parcel No. 357-4657.

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

for recording fee on Parcel No. 378-4678.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas.for the sum of \$ 2.65

for recording fee on Parcel No. 489-4789.

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

for recording fee on Parcel No. 490-4790.

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

for recording fee on Parcel No. 512-4812.

STEWART TITLE COMPANY

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

for recording fee on Parcel No. 514-4814.

STEWART TITLE COMPANY

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

for recording fee on Parcel No. 583-4883.

STEWART TITLE COMPANY

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

for recording fee on Parcel No. 608-4908.

STEWART TITLE COMPANY

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

for recording fee on Parcel No. 616-4916.

STEWART TITLE COMPANY

514-21 Brady Building
San Antonio 5, Texas.for the sum of \$ 2.50

for recording fee on Parcel No. 683-4983.

A. J. WEYEL, JR.

1932 W. Huisache
San Antonio, Texas.for the sum of \$ 75.00

for services as commissioner on Parcel No. 685-4985.

ROLAND EISENHAUER

104 LAMAR St.
San Antonio, Texas.for the sum of \$ 75.00

for services as special commissioner on Parcel No. 685-4985.

CHARLES H. NOBLE, JR.

Alamo National Building
San Antonio 5, Texas for the sum of \$ 75.00

for services as special commissioner on Parcel No. 685-4985.

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

LEHR BROS.

Alamo National Building
San Antonio 5, Texas.for the sum of \$225.00

for services for preparation for testimony on Parcel #39-3765.

GEORGE A. FRENCH

1425 Donaldson Avenue
San Antonio 28, Texas. for the sum of \$200.00

for preparation, conference and inspection with Attorneys on Parcel No. 39-3765.

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

GUARANTY ABSTRACT & TITLE CO.

Suite 200 Milam Building
San Antonio, Texas.for the sum of \$100.20

for title company charges on Parcel 4224.

WILLARD HEATH-Photo Research

814 Gunter Building
San Antonio 5, Texas. for the sum of \$ 12.00

for four pictures taken for attorneys on Parcel No. 4238.

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

GUARDIAN ABSTRACT & TITLE CO.

626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 49.00

for title company charges on Parcel No. 5520.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 50.50

for title company charges on Parcel No. 5527.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 50.00

for title company charges on Parcel No. 5529.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 49.50

for title company charges on Parcels 5530, 5531 & 5532.

GUARDIAN ABSTRACT & TITLE COMPANY
626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 50.00

for title company charges on Parcels 5533, 5537 & 5538.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 15.00

for preliminary title run parcel dedicated on Parcel #5550.

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

GUARANTY ABSTRACT & TITLE CO.
Suite 200 - Milam Building
San Antonio, Texas. for the sum of \$ 61.05

for title company charges on Parcels 5346 and 5347.

GUARANTY ABSTRACT & TITLE CO.
Suite 200 - Milam Building
San Antonio, Texas. for the sum of \$ 51.40

for title company charges on Parcels 5350 and 5351.

A. D. OPIELA
Falls, City, Texas. for the sum of \$ 1.00

for notary fee on Parcels 5420, 5421 and 5422.

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

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 15.00

for preliminary title run owner unknown on Parcel #5174.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 15.00

for the preliminary title run on Parcel No. 5179.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 21.00

for title report, recording easement on Parcels 5184 & 5185.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 57.00

for title company charges on Parcel No. 5224.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 71.35

for title company charges on Parcel No. 5258.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 15.00

for preliminary title run on Parcel No. 5266.

HENRY GRUN
Alamo National Building
San Antonio, Texas. for the sum of \$ 75.00

for services as commissioner on Parcels 5266 and 5289.

CECIL A. LIPSCOMB
626 Clower
San Antonio, Texas.for the sum of \$ 75.00

for services as commissioner on Parcel Nos. 5266 and 5289.

MRS. ELLA FERRIS WARD
311 North Drive
San Antonio, Texas for the sum of \$ 75.00

for services as commissioner on Parcels 5266 and 5289.

FRED CLARK
2803 Tower Life Bldg.
San Antonio, Texas for the sum of \$ 25.00

for services as attorney on Parcels 5266 and 5289.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas.for the sum of \$ 15.00

for preliminary title run on Parcel No. 5279.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas.for the sum of \$ 15.00

for preliminary title run on Parcel No. 5282.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas.for the sum of \$ 15.00

for preliminary title run on Parcel No. 5287.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas.for the sum of \$ 15.00

for preliminary title run on Parcel No. 5289.

The sum of \$3,793.80 is hereby appropriated out of fund No. 479-13, Storm drainage Bonds, Series 1957, as a miscellaneous expense contingency account for Project #43, in order to replenish the account for payments previously made for title company charges out of the contingency account.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas. for the sum of \$ 15.00

for preliminary title run on Parcel No. 5289-A

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

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Building
San Antonio, Texas.for the sum of \$399.30

for title company charges on Parcel No. 5604.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Bldg.
San Antonio, Texas.for the sum of \$244.50

for title company charges on Parcel No. 5609.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Building
San Antonio, Texas.for the sum of \$ 60.00

for title company charges on Parcel No. 5589.

GUARDIAN ABSTRACT & TITLE CO.
626 Petroleum Commerce Building
San Antonio, Texas.for the sum of \$255.25

for title company charges on Parcel No. 5614.

GUARDIAN ABSTRACT & TITLE COMPANY
626 Petroleum Commerce Building
San Antonio 5, Texas.for the sum of \$142.00

for title company charges on Parcel No. 5613.

8. The following sums are hereby appropriated out of Fund No. 1-01 General Fund Account No. 09-03-01, Storm Drainage #75A Project, in payment for statements attached hereto:

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas.for the sum of \$ 15.00

for ownership report for Parcel Nos. 5706 and 5706A.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas. for the sum of \$ 15.00

for ownership report on Parcels 5707, 5707A and 5707B.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas. for the sum of \$ 15.00

for the ownership report on Parcel No. 5708.

9. PASSED AND APPROVED this 27th day of February, A. D., 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31152

EXECUTING AN AGREEMENT WITH THE SOUTHERN PACIFIC COMPANY FOR CERTAIN WORK TO BE DONE BY SAID COMPANY IN CONNECTION WITH STORM DRAINAGE PROJECT 55.

* * * * *

WHEREAS, in the construction of Storm Drainage Project 55 it is necessary that said Project crosses certain tracks of the Southern Pacific Company; and,

WHEREAS, said crossing requires installation of a 10' x 10' Reinforced concrete Box Culvert; and,

WHEREAS, to permit the installation of the aforementioned culvert, the Railroad must Construct a temporary trestle; and,

WHEREAS, the City is willing to reimburse Railroad for the actual cost involved in the work performed by Railroad; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute an agreement with Southern Pacific Company for certain work to be done by said company in connection with Storm Drainage Project 55 in accordance with the terms and conditions of said agreement, which is attached hereto and incorporated herein by reference.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

THIS AGREEMENT, made and entered into by and between SOUTHERN PACIFIC COMPANY, herein after called "Railroad", and the CITY OF SAN ANTONIO, TEXAS, as represented by its City Manager, hereafter called "City",

W I T N E S S E T H :

WHEREAS, City is engaged in a project of improving drainage conditions known as Storm drainage Project 55 which crosses Railroad's San Antonio to Corpus Christi main tract and property at Bridge No. 2.75 in the City of San Antonio, Bexar County, Texas; and

WHEREAS, an investigation has revealed the necessity of installing a 10' x 10' Reinforced Concrete Box Culvert, hereinafter called "Structure", the location of which is shown on map marked Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Railroad has prepared plans for construction of a temporary trestle to permit construction of said Structure; and

WHEREAS, City is willing to reimburse Railroad for the actual cost involved in the work performed by Railroad;

NOW THEREFORE, in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

ARTICLE I.

Railroad hereby grants the City the right, privilege and permission to enter upon Railroad's said property at the location shown on said map attached, and at City's sole cost and expense, construct, maintain and operate said Structure.

ARTICLE II.

(a) City will, at its sole cost and expense, furnish materials and labor for and will construct, or have constructed, said Structure including excavation, backfill and shoring of bents of Railroad's Bridge No. 2.75 as excavation work progresses, consisting of a 10' x 10' reinforced concrete box culvert in accordance with plans and specifications approved by Railroad's Chief Engineer, the centerline of which will cross Railroad's property and under its said main track at location as shown on said map attached.

(b) City will make its own arrangements for any necessary relocation or adjustment to Western Union Telegraph pole and wire line to facilitate the installation of said Structure.

(c) City will, at its sole cost and expense, fill the opening left in Railroad's embankment when its Bridge No. 2.75 is removed upon completion of the project, said bridge to be filled to a grade and in a manner satisfactory to Railroad's Chief Engineer.

ARTICLE III.

Railroad with its own forces and equipment will make adjustments to its present Bridge No. 2.75 to provide a temporary trestle span by installing a 19' - a ply - 24" wide flange I-Beam span to permit construction of said Structure. Railroad will also remove its Bridge No. 2.75 upon completion of the work to be performed by the City hereunder.

ARTICLE IV.

It is estimated that the total cost to Railroad for constructing and installing temporary span, as well as performing other work herein set forth, will be Three Thousand Nine Dollars (\$3,009.00), less salvage value amounting to Fifty Three Dollars (\$53.00), making a total estimated cost of Two Thousand Nine Hundred Fifty Six Dollars (\$2,956.00), as itemized on Exhibit "B" attached hereto and made a part hereof, it being understood and agreed that City will reimburse Railroad the actual cost of said work regardless of it being more or less than the estimated cost.

ARTICLE V.

City agrees to indemnify and save harmless Railroad from and against any and all loss, damage, liability, cost and expense, which Railroad may sustain or bear or to which Railroad may be put, resulting directly or indirectly in any manner from the location, construction, maintenance, repair, replacement, use, operation or presence of said Structure on or beneath the premises hereinbefore specified, and City hereby assumes sole responsibility for the construction and maintenance of said Structure and Railroad shall not be liable for the diversion of drainage from its natural course by reason of construction of said Structure or the removal of filling of Railroad's Bridge No. 2.75.

ARTICLE VI.

This agreement is personal to City, and in case City shall attempt to assign or transfer the same, in whole or in part, without the previous written consent of the Railroad, this agreement may, by notice from Railroad to City, be revoked.

ARTICLE VII.

In the event City Fails to keep, observe and perform any covenant on City's part herein contained, all rights hereby given shall forthwith cease and determine.

ARTICLE VIII.

If, and whenever work of any kind or character is to be performed or done by a Contractor for City, Railroad hereby reserves the right to require the said Contractor to enter into a written agreement with Railroad satisfactory to its, and to require also the Contractor performing the work to give an indemnity bond in favor of Railroad in such amount as Railroad shall specify before permitting any such Contractor to perform or do any of said work upon the premises hereinabove specified.

ARTICLE IX.

In case Railroad shall bring suit to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, City shall and will pay to Railroad reasonable Attorney's fees in addition to the amount of the judgment recovered and costs.

ARTICLE X.

Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, on this the ___ day of _____, A. D. 1963.

APPROVED AS TO FORM:

General Attorneys

RECOMMENDED:

Chief Engineer

Attest: _____
Clerk

SOUTHERN PACIFIC COMPANY
By: _____
General Manager

(Texas and Louisiana Lines)

CITY OF SAN ANTONIO:
By: David Harner
Assistant City Manager

AN ORDINANCE 31153

RELEASE OF A 10 - FOOT UTILITIES EASEMENT ACROSS LOTS 3 AND 4, BLOCK 21, TERRELL HILLS.

* * * * *

WHEREAS, by plat dated March 9, 1929, filed by the Terrell Hills Company, a 10-foot utilities easement over and across lots 3 and 4, Block 21, Terrell Hills was reserved; and

WHEREAS, the City of San Antonio, the City Public Service Board and the City Water Board have never utilized and do not plan to utilize said easement; NOW, THEREFORE:

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

1. The 10-foot utilities easement over and across Lots 3 and 4, only, Block 21, Terrell Hills as described in plat record in Volume 980, Page 140 and 141 of the Plat Records of Bexar County, Texas, is hereby in all things released.

2. The City Manager is hereby authorized to execute a release of the aforementioned

easement.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31154

MANIFESTING THE EXTENSION OF AN AGREEMENT BETWEEN THE CITY AND THE PROSPECT HILL YELLOW JACKETS LITTLE LEAGUE FOR THE USE OF ROSEDALE PARK FOR LITTLE LEAGUE BASEBALL PURPOSES FOR AN ADDITIONAL YEAR.

* * * * *

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

1. This ordinance makes and manifests the extension for the additional period of one year, beginning May 25, 1963, and agreement dated April 25, 1962, between the City of San Antonio and Prospect Hill Yellow Jackets Little League for the use of Rosedale Park for Little League Baseball Purposes. All terms and condition of such agreement manifested by Ordinance 30287 shall be in effect during such additional term.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31155

MANIFESTING THE EXTENSION OF A MAINTENANCE CONTRACT BETWEEN THE CITY AND GENERAL NEON ADVERTISING COMPANY FOR MAINTENANCE OF THE SAFETY BULLETIN BOARD SIGN LOCATED AT ROMANA PLAZA FOR A PERIOD OF THREE (3) years at the RATE OF \$9.00 PER MONTH.

* * * * *

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

1. This ordinance makes and manifests the extension, for a three (3) year period, beginning December 10, 1962, the Neon Display Maintenance Agreement dated December 10, 1959, between the City of San Antonio and the General Neon Advertising Company for the maintenance of the Safety Bulletin Board Sign located at Romana Plaza at the new rate of \$9.00 per month.

2. All terms and conditions of such agreement manifested by Ordinance 28142 shall be in effect during such additional terms.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31156

REPEALING PARAGRAPH 2(g) ONLY OF ORDINANCE #29959 PASSED NAVEMBER 22, 1961, AND APPROPRIATING \$400.00 OUT OF STREET RIGHT OF WAY PURCHASE BONDS, 1957 ACCOUNT NUMBER 479-12, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, TEXAS SUBJECT TO THE ORDER OF MARY OPIELA BAEZ MCCOY, OWNER, AND WILLIAM J. SMITH, A LIENHOLDER, AS THEIR INTEREST MAY APPEAR, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE NO. 1443 FOR THE ACQUIRING OF 0.0230 OF ONE ACRE OF LAND, MORE OR LESS, ON LOOP 13, ALSO KNOWN AS 3430 S. W. MILITARY DRIVE.

* * * * *

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

1. Paragraph 2(g) only of Ordinance #29959 passed on November 22, 1961 authorizing the sum of \$400.00 to be paid to Guaranty Title Company for the purchase of 0.0230 of one acre of land on Loop 13 belonging to Mary Opiela Baez McCoy, et al is hereby repealed.

2. The sum of \$400.00 is hereby appropriated out of Street Right of way purchase Bonds, 1957, account #479-12, payable to the County Clerk of Bexar County, subject to the order of Mary Opiela Baez McCoy, owner, and William J. Smith, a lienholder, and Tax Collector of Bexar County and the City of San Antonio, as their interests may appear, said amount being the Award of Special Commissioners in condemnation cause no. 1443 for the acquiring of 0.0230 of one acre of land, more or less, on Loop 13, also described as a ten foot strip across the front of the East 1/2 of lot 5, Block 1, New City Block 11253, known as 3430 S. W. Military Drive.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

Project: Military Drive (Loop 13)
Parcel: 19-4242

AN ORDINANCE 31157

APPROPRIATING \$500.00 OUR OF STREET RIGHT OF WAY PURCHASE BONDS, 1957, ACCOUNT #479-12, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF THOMAS J. BLACK, OWNER; TERRY JOE BLACK, CLAIMANT, TOGETHER WITH TRAVIS SAVINGS AND LOAN ASSOCIATION, NELSON D. MILLER INSURANCE AGENCY AND W. R. MILLS, LIENHOLDERS OF RECORD, AS THEIR INTEREST MAY APPEAR, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #1446 FOR THE PURCHASE OF 0.0230 OF AN ACRE OF LAND ON LOOP 13.

* * * * *

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

1. The sum of \$500.00 is hereby appropriated out of Street Right of Way Purchase Bonds, 1957, Account #479-12, payable to the County Clerk of Bexar County, subject to the order of Thomas J. Black, owner; Terry Joe Black, claimant, together with Travis Savings and Loan Association, Nelson D. Miller Insurance Agency and W. R. Mills, lienholders of record, as their interest may appear, said amount being the Award of Special Commissioners in Condemnation Cause #1446 for the purchase of 0.0230 of an acre of land on Loop 13.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31158

GRANTING TAX EXEMPTION OF CERTAIN PROPERTIES OWNED BY THE MAYFIELD PARK BAPTIST CHURCH, THE EMMANUEL PRESBYTERIAN CHURCH, AND THE BETHEL AFRICAN METHODIST EPISCOPAL CHURCH.

* * * * *

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

1. That the property owned by the Mayfield Park Baptist Church, the same being Lots 19 and 21, Block 153, New City Block 9436, Account No. 557-759, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1958 through 1962, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: The improvement located on this property consists of a two-story structure that is utilized for Sunday School classes and office space in connection with the operation of the Mayfield Park Baptist Church, 714 West Hutchins Street.

2. That the property owned by the Emmanuel Presbyterian Church, the same being the N. 385.9' of S. 395.9' of 1-B, New City Block 7912, Account No. 527-2953, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1961 and 1962, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: An addition to the Emmanuel Presbyterian School was constructed on this property in 1961 and regular school activities are being conducted therein.

3. That the property owned by the Bethel African Methodist Episcopal Church, the same being the E. 93.5' of the N. 33' of Lot 7, Block 9, New City Block 582, Account No. 9-2488, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be an exempt character and not subject to municipal ad valorem taxation; therefore, tax exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1961 and 1962, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: The improvement on this property consists of a one-story frame residence that has been converted into Sunday School Classrooms in connection with the operation of the Bethel African Methodist Episcopal Church.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31159

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

* * * * *

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

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

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

OWNER - George W. Swain, Jr., 1958 through 1960, inclusive, Lot 8, Block 10, New City Block 979, Account Number 15-2118

As a result of an inspection of this property (1822 North Alamo) by the Chief Appraiser for the City Assessor's Office, it is recommended that due to the delapidated condition of the improvements the assessed valuation for the years involved be reduced from \$7,200.00 to \$6,420.00. Taxes, penalty, and interest in the amount of \$253.50 are to be collected.

OWNER - Mayfield Park Baptist Church, 1947 through 1957 inclusive, Lots 19 through 21, Block 153, New City Block 9436, Account Number 557-759.

As a result of an inspection of this property (714 Hutchins) by the Chief Appraiser for the City Assessor's Office, it is recommended that due to the age of the building, sale price, and lack of utility of the building, the assessed valuation for the years involved be reduced from \$193,980.00 to \$100,190.00. Taxes, penalty, and interest in the amount of \$3,351.45. are to be collected.

OWNER - E. Lillard Desha, 1959 through 1961 inclusive, Lot 28 and West 3 Feet of 27, Block 1, New City Block 9287, Account Number 117-1984.

As a result of an inspection of this property (323 Overhill Drive) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$18,450.00 to \$17,610.00 because of damage to foundation and resulting damage to structure. Taxes, penalty, and interest in the amount of \$649.61 are to be collected.

OWNER - Jesse A. Alonza, 1958, 1959, and 1961, Lots 1, 2, and 3, Block C, New City Block 2563, Account Number 39-2219

As a result of an inspection of this property (1302 South Alamo) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$40,710.00 to \$36,760.00 because of interior and exterior deterioration. Taxes, penalty, and interest in the amount of \$1,438.16 are to be collected.

OWNER - Lee Roy Massengale, 1947 through 1961 inclusive, Lots 17 and 18, Block 5, New City Block 3106, Account Number 48-2107.

As a result of an inspection of this property (1031 West lynwood) by the Chief Appraiser for the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$3,760.00 to \$1,820.00 Because of a creek which bisects these lots and makes them unsuitable for development. Taxes, penalty and interest in the amount of \$94.66 are to be collected.

OWNER - Leonard J. Gittinger, Jr., 1961 only, Lot 25, Block 2, New City Block 12412, Account Number 605-1307-9-5.

As a result of an inspection of this property (718 Barchester) by the Chief Appraiser for the City Assessor's Office, it is recommended that the Assessed valuation for the year involved be reduced from \$12,790.00 to \$11,600.00 in order to equalize it with comparable properties in the neighborhood. Taxes, penalty, and interest in the amount of \$237.51 are to be collected.

OWNER - Eugene Samples, 1959 through 1961 inclusive, West Irr. 33.75 feet of 1 and East 5 feet of Block 587, Arb. A1, Block 1, New City Block 588, Account No. 9-2604.

As a result of an inspection of this property (621 East Commerce Street) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years be reduced from \$40,260.00 to \$25,200.00 because of depreciation and functional obsolescence of the property. Taxes, penalty, and interest in the amount of \$933.53 are to be collected.

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

Attest: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 31160

AUTHORIZING THE TRANSFER OF THE SUM OF \$65,000.00 FROM SPECIAL PROJECT ACCOUNT 09-04-15 TO SPECIAL PROJECT ACCOUNT 09-05-11, RITTIMAN ROAD DRAINAGE PROJECT; AND AUTHORIZING THE EXPENDITURE OF \$65,000.00 OUT OF GENERAL FUND ACCOUNT NO. 09-05-11, RITTIMAN ROAD DRAINAGE PROJECT, FOR THE PURCHASE OF MATERIALS TO CONSTRUCT A STORM SEWER ON RITTIMAN ROAD FROM HARRY WURZBACH ROAD EAST TO THE SALADO CREEK.

* * * * *

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

- 1. The sum of \$65,000.00 is hereby authorized to be transferred from Special Project Account 09-04-15 to Special Project Account 09-05-11, Rittiman Road Drainage Project.
- 2. The expenditure of \$65,000.00 is hereby authorized to be made out of General Fund Account No. 09-05-11, Rittiman Road Drainage Project, for the pruchase of materials to construct a storm sewer on Rittiman Road from Harry Wurzbach Road east to the Salado Creek.
- 3. PASSED AND APPROVED this 27th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31161

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF TEXAS FILTER COMPANY, INC., AND APPROPRIATING FUNDS OUT OF SEWER REVENUE FUND NO. 024-02 FOR THE PURCHASE OF CERTAIN WET WELL TYPE SEWAGE PUMPS FOR THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS FOR A TOTAL OF \$2,262.24.

* * * * *

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

- 1. The attached low qualified bid of Texas Filter Company, Inc., dated February 20, 1963 to furnish the City of San Antonio, Department of Public Works with two Aurora 6C-KS Heavy Duty wet well type sewage pumps for a net total of \$2,262.24 is hereby accepted.
- 2. The sum of \$2,262.24 is hereby appropriated from Sewer Revenue Fund No. 204-02 payable to Texas Filter Company, Inc. for two wet well type sewage pumps. (Code 5-12)
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 27th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

*Amended
Ord 31305
2-24-63*

AN ORDINANCE 31162

*Amended
by Ord 32141
2-27-64*

MAKING A SEWER SERVICE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE CITY OF CASTLE HILLS; PROVIDING FOR THE INSTALLATION AND MAINTENANCE OF A SANITARY SEWER SYSTEM BY THE CITY OF CASTLE HILLS, PROVIDING FOR THE CONNECTION OF THE SYSTEM OF THE CITY OF CASTLE HILLS WITH THAT OF THE CITY OF SAN ANTONIO; PROVIDING FOR THE CITY OF SAN ANTONIO TO TRANSPORT THE SANITARY SEWAGE OF THE CITY OF CASTLE HILLS AND TREAT IT FOR DISPOSAL; AND ESTABLISHING A SCHEDULE OF CHARGES TO BE MADE TO THE CITY OF CASTLE HILLS BY THE CITY OF SAN ANTONIO FOR SUCH SERVICES.

* * * * *

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

- 1. This ordinance manifests and creates a contract between the City of San Antonio, hereinafter referred to as "San Antonio", and the City of Castle Hills, hereinafter referred to as "Castle Hills", with regard to the transportation and disposal of sanitary sewage of the City of Castle Hills by the City of San Antonio in words and figures as follows, to-wit:
WITNESSETH:
- 2. Castle Hills agrees to continue the construction and maintenance of its sanitary sewer system within the boundaries of said city. The costs of construction of said system shall be borne solely by Castle Hills. The sanitary sewer system with Castle Hills shall be constructed according to the standards required for such facilities by the San Antonio Planning Area Subdivision Regulations and plans for the installation of said system must be approved by the Director fo Public Works of the City of San Antonio.
- 3. As the sanitary sewer system is develeped, the Director of Public Works for San Antonio shall approve the plans for the system, as provided in Paragraph 2 above, and upon the completion of the system within Castle Hills, Castle Hills will furnish San Antonio with two (2) copies of as-built plans thereof, and thereafter San Antonio agrees to take the sewage of Castle Hills into the existing 15 inch line along and parallel to the Jackson-Keller Road and/or into the existing sanitary sewer line serving the eastern drainage area of Castle Hills, and transport said sewage through the San Antonio lines until it reaches the San Antonio Sewage Treatment Plant For disposal.
- 4. The following number and type of connections within Castle Hills will be permitted and no others:

- a. 500 residential unit connections in the City of Castle Hills to the 15 inch main along and parallel to the Jackson-Keller Road;
- b. 195 residential unit connections and 5 commercial presently existing unit connections in the City of Castle Hills to the existing sanitary sewer serving the eastern drainage area of Castle Hills.

5. As soon as the governing body of San Antonio determines that additional facilities are capable of servicing an addition to the number of connections presently permitted in Castle Hills, then an agreement will be considered between San Antonio and Castle Hills regarding said additional connections.

6. Castle Hills agrees to establish a permit system in cooperation with San Antonio so that every connection made to the lines within Castle Hills will also be approved by the City of San Antonio prior to connecting.

7. The provisions and requirements, as to types, size and design of connections to the sewer lines within Castle Hills shall be the same as those required in the City of San Antonio.

8. The City of Castle Hills shall be responsible for the inspection and approval of sanitary sewer service connections within Castle Hills. San Antonio may also provide inspectors for such purposes.

9. Castle Hills agrees to pay San Antonio for the Transportation and disposal of its sewage on an individual connection basis according to the rates per connection established in the Schedule of Charges attached hereto and made a part hereof as Exhibit "A" of this contract.

10. Castle Hills will arrange for the collection of the charges outlined in Exhibit "A" hereof and shall pay the monthly sum owing to the City of San Antonio in advance on or before the 10th day of every month this contract is in effect. Said sum shall be paid for all connections made prior to the 1st day of each month.

11. All payments made by Castle Hills to San Antonio under this contract are payable at the office of the License and Dues Collector, City Hall, San Antonio, Texas.

12. The rights under this contract are limited to the contracting parties and no other person shall have any right of action herein or based hereon.

13. Castle Hills will maintain careful inspection of its sanitary system and will stop the flow of any surface water, oil or any substance detrimental to the sewer system of San Antonio or which might impair the functions of its Sewage Treatment Plant; and it is the intent of this contract to limit the handling of sewage to that of the City of Castle Hills.

14. During the existence of this contract and any renewals or extensions thereof, Castle Hills shall be responsible for the maintenance of the Sewer lines within said City of Castle Hills, Texas. San Antonio shall have the right of inspection to determine whether or not the lines are being properly maintained.

15. San Antonio shall never be liable to Castle Hills for pecuniary damages for failure to take the sewage of Castle Hills into the sewerage system of San Antonio and the right of action therefor is waived as part of the consideration of this contract; provided that waiver of damages shall not be construed to prevent the appropriate enforcement of this contract upon the part of Castle Hills by injunction or other appropriate legal remedies, which remedies are herein specifically preserved and acknowledged by the City of San Antonio.

16. This contract shall become effective March 1, 1963 and shall continue in existence for a period of one (1) year therefrom; and all agreements, if any, existing heretofore between the contracting parties relating to the subject matter of this agreement, are superseded expressly by this contract and shall be null and void.

17. Castle Hills covenants to indemnify and save whole and harmless from any costs, expense, demands, or causes of action, real or asserted, or for any damage to any person or property caused by a failure of Castle Hills to properly comply with the obligations placed upon Castle Hills by this contract. It is understood and agreed that in the disposal of the sewage of Castle Hills by the City of San Antonio, as contemplated by this contract, the City of San Antonio will be an independent contractor.

18. San Antonio reserves the right to terminate this agreement upon the breach by Castle Hills of any of the obligations or covenants undertaken by Castle Hills herein.

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

20. PASSED AND APPROVED this 27th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

SCHEDULE OF CHARGES

SCHEDULE A.

Family Residence: Applies to all residences, duplexes and garage apartments.

<u>Fixtures</u>	<u>Monthly Charge</u>
4 or less	\$ 1.50 Minimum
all over 4, add for each	.10

SCHEDULE B.

Hotels: Applies to rooming accommodations mainly for transient guests.

<u>Fixtures</u>	<u>Monthly Charge</u>
1 to 10	\$ 5.00
all over 10, add for each	.10
Kitchen in connection	2.50
Laundry in connection	12.50

SCHEDULE C.

Boarding and rooming houses: Minimum monthly charge	\$ 1.50
For each rental room add	.20
Kitchen to serve food to patrons	1.00

SCHEDULE D.

Tourist Courts and Trailer Camps:

<u>Fixtures</u>	<u>Monthly Charge</u>
1 to 10	\$ 5.00
all over 10, Add for each	.10
Cafe or restaurant in connection add	2.50

SCHEDULE E.

Apartment Houses: For each apartment or dwelling unit \$ 1.50 monthly charge

Public or Private residential housing projects:
For each apartment or family dwelling Unit \$ 1.50 monthly Charge

SCHEDULE F.

- Cages, restaurants and beer parlors \$ 3.00 monthly charge
(a) All over 4 Fixtures add .10 each
- Lunch Stands or Counters 1.50 Monthly charge

SCHEDULE G.

Service Stations, garages and auto dealers \$ 3.00 monthly charge
With wash rack in connection, add \$ 6.00

SCHEDULE H.

Business buildings with public restrooms, such as depots, bus stations, etc. \$ 5.00 monthly charge

SCHEDULE I.

All commercial users and others occupying mercantile, business and commercial establishments not classified herein:

<u>Fixtures</u>	<u>Monthly Charge</u>
1 to 4	\$ 3.00
all over 4, add for each	.10
Lunch counters with fountains, add	1.50

SCHEDULE J.

Public and private schools: Applies to each school building or buildings served by one connection to the sewer.

1 to 4	\$ 1.50
all over 4 add for each	.10

SCHEDULE K.

Church buildings used for public worship

1 to 4	\$ 1.50
all over 4, add for each	.10

Lodges and fraternal organizations: Applies to buildings, meeting places and club rooms with sewer connection.

<u>Fixtures</u>	<u>Monthly Charge</u>
1 to 4	\$ 3.00 Minimum
all over 4, add for each	.10

Hospitals, including veterinary hospitals

1 to 4	\$ 6.00
all over 4, add for each	.10

SCHEDULE L.

Public Buildings: Applies to each building used for governmental purposes by the City of Castle Hills, Bexar County, The United States Government, and the State of Texas.

<u>Fixtures</u>	<u>Monthly Charge</u>
1 to 4	\$ 3.00
all over 4, add for each	.10

SCHEDULE M.

Ice plants manufacturing ice for public consumption \$10.00 per month

SCHEDULE N.

Industrial Users: Applies to all laundries, bottling works, milk plants, packing sheds, canning plants, meat packing plants, and slaughter houses and all other industrial establishments which discharge industrial wastes into the sanitary sewer system or any portion thereof:

A flat minimum monthly charge of \$ 3.00

Add to the flat minimum monthly charge 20% of user's monthly bill where such water Bill does not exceed \$100.00; where user's monthly water bill is in excess of \$100.00, but does exceed \$200.00, a charge of 20% shall be made on the first \$100.00, and a charge of 15% of any amount in excess of \$100.00 shall be made. Where user's monthly water bill is in excess of \$200.00, but does not exceed \$300.00, a charge of 20% shall be made on the first \$100.00 and a charge of 15% shall be made on the second \$100.00, and a charge of 10% of any amount in excess of \$200.00 shall be made.

Where user's monthly water bill is in excess of \$300.00, a charge of 20% shall be made on the first \$100.00, and charge of 15% shall be made on the second \$100.00 and a charge of 10% shall be made on the third \$100.00, and a charge of 5% of any amount in excess of \$300.00 shall be made.

AN ORDINANCE 31163

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$242.68 TO THE AMERICAN NATIONAL INSURANCE COMPANY, DUE TO A DOUBLE PAYMENT OF TAXES

* * * * *

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

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

Amount:	\$242.68
Payable to:	American National Insurance Company Moody Avenue at Market Street Galveston, Texas
Reason:	Refund of double payment of all of Block 34, Block 34, New City Block 10558, Account No. 572-2272. The 1961 taxes were previously paid January 25, 1963, and again February 7, 1963.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31164

CHANGING THE NAME OF A PORTION OF THRUSHWOODLANE TO BROOKHURST DRIVE.

* * * * *

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

1. The name of that portion of Thrushwood Lane extending from the southwest Lot line of Lot 6, Block 2, New City Block 12975, to Cave Lane is hereby changed to "Brookhurst Drive".

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

A RESOLUTION

REQUESTING THE TEXAS HIGHWAY DEPARTMENT TO INSTALL HIGHWAY LIGHTING ON I. H. 35 EXPRESSWAY BETWEEN COLISEUM ROAD AND RITTIMAN ROAD.

* * * * *

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

- 1. The City Council of the City of San Antonio requests the Texas Highway Department to install highway lighting on I. H. 35 Expressway between Coliseum Road and Rittiman Road.
- 2. The City Council of the City of San Antonio indicates its willingness and desire to contract with the Texas Highway department to assume responsibility for 50% of the cost of installation, operation and maintenance of the aforesaid program.
- 3. PASSED AND APPROVED this 27th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31165

AUTHORIZING EXECUTION OF A SUPPLEMENT TO A LICENSE TO FEDERAL AVIATION AGENCY TO PROVIDE A SITE FOR AN ACCESS ROAD TO A FACILITY OF THAT AGENCY AT INTERNATIONAL AIRPORT.

* * * * *

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

- 1. The City Manager is authorized to execute a supplement (number 1) to license (FA SW-1210) to the Federal Aviation Agency which was executed August 29, 1962. Such supplement is to provide site for access road to the Federal Aviation Agency, Transmitter Building, I. L. S #1. A copy of supplement #1 is attached hereto and incorporated herein.
- 2. PASSED AND APPROVED this 27th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31166

APPROPRIATING THE SUM OF \$22,366.02 OUT OF INTERNATIONAL AIRPORT CONSTRUCTION FUND NO. 803-08, PAYABLE TO GULLATT, LODAL & SUELTFENFUSS, INC., FOR ENGINEERING SERVICES RENDERED IN CONNECTION WITH THE 1963 AIRPORT IMPROVEMENT PROGRAM AT SAN ANTONIO INTERNATIONAL AIRPORT, FAA PROJECT 9-41-080-15; AND APPROPRIATING THE SUM OF \$1,000.00 FROM SAID FUND TO BE USED AS A MISCELLANEOUS EXPENSES

* * * * *

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

- 1. The sum of \$22,366.02 is hereby appropriated out of International Airport Construction Fund No. 803-08, payable to Gullatt, Lodal & Sueltenfuss, Inc., for engineering services rendered in connection with the 1963 Airport Improvement Program at San Antonio International Airport, FAA Project 9-41-080-15.
- 2. The sum of \$1,000.00 is hereby appropriated out of International Airport Construction Fund No. 803-08, to be used as a miscellaneous expenses contingency account for said project.
- 3. PASSED AND APPROVED this 27th day of February, 1963.

ATTEST: J. H. Inselmann
City Clerk

W.W. McAllister
M A Y O R

AN ORDINANCE 31167

AUTHORIZING EXECUTION OF A LEASE OF A HANGAR AT STINSON FIELD TO HAROLD F. PRIEST AND AUTHORIZING SAID LESSEE TO SUB-LEASE A PORTION OF SAME TO McDONALD A/C ENGINES, INC.

* * * * *

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

- 1. The City Manager is authorized to execute a lease of Building 614 (Hanger 9) at Stinson Municipal Airport to Harold F. Priest for the period November 15, 1962, through October 15, 1965. A copy of said lease is attached hereto and incorporated herein for all purposes.
- 2. Said Lessee, Harold Priest, is authorized to sub-lease a portion of such premises to McDonald A/C Engines, Inc.
- 3. PASSES AND APPROVED this 27th day of February, 1963.

ATTEST: J.H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

RELEASE

THE STATE OF TEXAS

COUNTY OF DALLAS

THIS RELEASE, made this 21 day of January, 1963, between the UNITED STATES OF AMERICA, acting by and through the Secretary of Health, Education, and Welfare by the Regional Representative, surplus Property Utilization, Region VII, Department of Health, Education, and Welfare, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) and Reorganization Plan No. 1 of 1953 (18 F.R. 2053) as made effective by Public Law 13, 83rd Congress, Party of the First Part, and CITY OF SAN ANTONIO, COUNTY OF BEXAR, a municipal corporation chartered by the State of Texas as a "home rule" City, Party of the Second Part;

WITNESSETH:

1. WHEREAS, by Deed Without Warranty dated the 19th day of October, 1960, recorded in the County Clerk's Office of Bexar County, Texas, in Volume 4531, pages 251 and 260 of the Deed Records, which deed is made a part hereof by reference as fully as though incorporated herein, the UNITED STATES OF AMERICA, acting by and through the Secretary of Health, Education, and Welfare, by the regional Director, Region VII, Department of Health, Education, and Welfare, Dallas, Texas, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949, Public Law 152, 81st Congress (63 Stat. 377), as amended (40 U.S.C. 471 et seq.), (Hereinafter called the Act), as Grantor, did convey to the Said City of San Antonio for public health purposes the East Kelly Field Outfall Storm Sewer Line, Kelly Air Force Base, consisting of 8.81 acres of fee-owned land, 15.78 acres under easements, and 0.33 acre of land under license for a total of 24.92 acres, SUBJECT to a perpetual easement reserved for the flow of 700 cubic feet of water per second for use by the United States of America, and its assigns, for surface runoff from East Kelly Air Force Base, and to insure that its utility as a drainage ditch will continue; and further subject to a right of way easement granted to the State of Texas, and A Consent dated 30 July 1959; and

2. WHEREAS, the aforesaid Deed Without Warranty was made and accepted upon the following conditions subsequent, which are binding upon and enforceable against the Party of the Second Part, its successors and assigns and each of them:

"TO HAVE AND TO HOLD, the foregoing described property, together with all and singular the rights, privileges, and appurtenances thereto in any wise belonging, unto the said City of San Antonio, Texas, its successors and assigns, in fee simple; PROVIDED, HOWEVER, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the GRANTEE, herein, its successors and assigns, and each of them, as follows; "1. That for a period of twenty (20) years from the date of this deed the GRANTEE, its successors and assigns, shall use continuously the above-described property for public health purposes, and for no other purpose.

"2. That during the aforesaid period of twenty (20) years the GRANTEE will resell, rent, lease, mortgage, encumber, or otherwise dispose of the above-described property, or any part thereof or interest therein, only as the Secretary of Health, Education, and Welfare, or his successor in function, in accordance with its existing regulations, may authorize in writing.

"3. That one (1) year from the date of this deed and annually thereafter for the aforesaid period of twenty (20) years, unless the Secretary of Health, Education, and Welfare, or his successor in function otherwise directs in writing the GRANTEE will file with the Department of Health, Education, and Welfare or its successor in function, reports on the operation of the aforesaid outfall storm sewer line, and will furnish, as requested, such other pertinent data, as will evidence continuous use of the above-described property for public health purposes as set forth in the above-described application and supplement No. 1 of the GRANTEE or in accordance with such modifications thereof as the Secretary of Health, Education, and Welfare, or his successor in function may authorize in writing."

3. WHEREAS, the above-referenced Deed Without Warranty provides for abrogation of said restrictions, as follows:

"THE GRANTEE may secure abrogation of the aforesaid conditions subsequent numbered 1, 2, and 3 herein by:

"Obtaining the written consent of the Secretary of Health, Education, and Welfare, or his successor in function; and

"Payment to the GRANTOR OF the Public Benefit Allowance granted to the GRANTEE OF One Hundred Percent (100%) from the current fair value of the said property of Five thousand Dollars (\$5,000.00), less a credit at the rate of five percent (5%) for each twelve (12) months during which the property has been kept, maintained, and utilized in accordance with the provisions and conditions of this deed and the aforesaid application or any authorized modifications thereof."

4. WHEREAS, the City of San Antonio has made application to abrogate the above-quoted restrictions by payment to the GRANTOR of the sum of Four Thousand Five Hundred Dollars (\$4,500.00) the unamortized portion of the public benefit allowance; and

5. WHEREAS, the Secretary of Health, Education, and Welfare, acting by and through his designated representative, has determined that a release of said property from the aforesaid conditions subsequent will not interfere with the public health purpose for which said property was conveyed to the City of San Antonio; that is to say, the City of San Antonio will indefinitely continue to maintain said drainage ditch to provide a seven hundred (700) cubic foot minimum flowage out of the East Kelly Field area; and

6. WHEREAS, notice has been given to the administrator of General Services of intention to release the aforesaid restrictions, in accordance with the provisions of the aforesaid restrictions, in accordance with the provisions of the aforesaid Act., and he has advised in writing that no objection is interposed to this action.

NOW THEREFORE, the Party of the First Part, acting by and through the Regional Representative, Surplus Property Utilization, Region VII, Department of Health, Education, and Welfare, for and in consideration of the sum of Four Thousand Five Hundred Dollars (\$4,500.00), to him in hand paid by the Party of the Second Part, receipt of which is hereby acknowledged, does hereby release from the conditions subsequent set forth in the aforesaid Deed without Warranty dated the 19th day of October, 1960, the following described property, situate, lying and being in the County of Bexar, State of Texas, to-wit:

PERIMETER DESCRIPTION EAST KELLY FIELD OUTFALL STORM SEWER LINE

Beginning at the point on the south line of Wagmer Avenue said point being also the northwest corner of Lot 1 and the northwest corner of Block 28 of Columbia Heights Addition to the City of San Antonio, thence from said point of beginning N 89° 43' E 50.00 feet to a point for corner, thence S 00° 11' E 600.0 feet to a point in the south line of King Ave., thence along the south line of King Ave., N 89° 45' E 34.5 feet to a point for corner, thence S 00° 23' E 562.3 feet to a point in the south line of Mayfield Boulevard, thence along the south line of Mayfield Boulevard N 89° 37' E 61.25 feet to a point for corner, thence S 00° 23' E 355.5 feet to a point for corner, thence S 89° 30' W 7.87 feet to a point for corner, said point being parallel to and 100.0 feet from the easterly R.O.W. line of the S.A.U. & G Railroad, (Now Missouri Pacific) thence 1452.70 feet along the arc of a curve to the left, said curve having a radius of 5647.15 feet and whose chord bears South 18° 37' East 1448.60 feet to a point in the north line of Military Drive, thence S 26° 53' E 131.80 feet to a point in the south line of Military Drive, thence S 28° 53' E 131.80 feet to a point in the south line of Military Drive, thence S 28° 39' E 261.50 feet to a point. Thence S 29° 48' E 476.0 feet to a point for corner, said point being in the north line of Grosvenor Street, thence N 89° 46' E 336.60 feet to a point for corner said point being on the north line of Grosvenor Street projected into Aviation Boulevard to the point of its intersection with the extended northeasterly line of Aviation Boulevard East, Thence along said extension thereof and the northeasterly line of Aviation Boulevard East, S 42° 44' E 2756.90 feet to a point for corner, said point being in the east line of what was formerly Scott Avenue, Thence S 00° 15' E 1159.30 feet to a point for corner, thence S 32° 56' E 1003.1 feet to a point for corner, said point being on the northeasterly line of Aviation Boulevard East projected into south Park Place to the point of its intersection with the extended east line of Hamilton Avenue, thence S 01° 08' E 377.20 feet to a point in the north line of Main Street, thence S 00° 09' E 681.80 feet to a point on the center line of Six Mile Creek, thence upstream following the center line of Six Mile Creek approximately as follows: N 11° 41' W 350.10 feet to a point, thence N 23° 39' W 75.20 feet to a point for corner, thence leaving the center line of Six Mile Creek N 00° 09' W 268.90 feet to a point, said point being the intersection of the west line of Aviation Boulevard East with the north line of Main Street, thence continuing along the westerly line of Aviation Boulevard East, N 09° 08' W 347.90 feet to a point for corner, thence N 32° 56' W 1004.00 feet to a point for corner, thence N 00° 15' W 856.10 feet to the P. C. of a curve to the left in the West line of Aviation Boulevard East, thence along said arc of a curve to the left a distance of 566.60 feet, said curve having a radius of 763.30 feet and whose chord bears N 21° 29' W 533.10 feet to the P. T. of said curve thence along the southwesterly line of Aviation Boulevard East and said line projected into Aviation Boulevard N 42° 44' W 2377.30 feet to the point of intersection with the south line of Grosvenor Street extended, thence along said extension thereof and the south line of Grosvenor Street S 89° 46' W 350.70 feet to a point in the easterly R.O.W. line of the S.A.U. & G Railroad for corner, thence along easterly R.O.W. of said railroad N 29° 48' W 534.90 feet to the P.C. of a curve to the right, thence continuing along said R.O.W. line a distance of 303.90 feet along the arc of a curve to the right, said curve having a radius of 5747.15 feet and whose chord bears N 28° 27' W 303.80 feet to a point in the south line of Military Drive, thence continuing along said R.O.W. line 155.90 feet along the arc of said curve to the right, said curve having a radius of 5747.15 feet and whose chord bears N 26° 19' W 155.90 feet to a point in the north line of Military Drive, thence continuing along said R.O.W. Line 1437.30 feet along the arc of said curve to the right, said curve having a radius of 5747.15 feet and whose chord bears N 18° 14' W 1433.50 feet to a point, thence continuing along said R.O.W. line 359.95 feet along the arc of said curve to the right, said curve having a radius of 5747.15 feet and whose chord bears N 09° 09' W 359.8 feet to a point in the south line of Mayfield Boulevard, thence continuing along the easterly R.O.W. Line of the S.A.U. & G Railroad 50.30 feet along the arc of said Curve to the right, said curve having a radius of 5747.15 feet and whose chord bears N 06° 43' W 50.30 feet to a point in the north line of Mayfield Boulevard, thence continuing along said R.O.W. line 514.03 feet along the arc of said curve to the right, having a radius of 5747.15 feet and whose chord bears N 04° 26' W 513.94 feet to a point for corner, said point being in the south line of King Avenue thence N 89° 45' E along the south line of King Avenue a distance of 15.00 feet to a point for corner thence along the easterly R.O.W. of the S.A.U. & G Railroad a distance of 207.70 feet along the arc of a curve to the right having a radius of 5734.65 feet and whose chord bears N 02° 26' W 207.20 feet to the P.T. of said curve thence continuing along said easterly railroad R.O.W. Line N 00° 11' W 380.00 feet to a point for corner, thence N 89° 45' E 50.00 feet to a point for corner, thence N 00° 11' W a distance of 12.80 feet to the point of beginning containing 3.81 acres of fee-owned land, 15.78 acres of land under easement and 0.33 acre of land under license for a total of 24.92 acres.

There is however EXCEPTED from this conveyance a perpetual easement being RESERVED for the flow of 700 Cubic feet of water per second for use by the United States of America, and its assigns, for surface runoff from East Kelly Air Force Base, and to insure that its utility as a drainage ditch will continue.

The above-described property being the same property and property rights conveyed by the United States of America by deed without warranty, dated the 19th day of October, 1960, to the City of San Antonio, Texas.

IN WITNESS WHEREOF, the United States of America has caused this Release to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of Health, Education
and Welfare

By: /s/ Sam G. Mynn

BY: /s/ Sam G. Wynn, Regional
Representative, surplus Property
Utilization, Department of
Health, Education, and Welfare
Region VII, Dallas, Texas

QUITCLAIM DEED

THE STATE OF TEXAS

COUNTY OF DALLAS

THIS INDENTURE, made this 8th day of February, 1963, between the Texas State Department of Health, and instrumentality of the State of Texas, organized and existing under the laws of said State, with its principal office located in Austin, Travis County, Texas, hereinafter called the GRANTOR, and United States of America, acting by and through the Secretary of Health, Education, and Welfare, by and through the Regional Director, Region VII, of the Department of Health, Education, and Welfare, hereinafter called the GRANTEE:

WITNESSETH:

1. WHEREAS, the aforesaid GRANTOR BY deed without warranty dated May 20, 1949, recorded in Volume 2687, Pages 536 to 541, inclusive, of the deed Records of Bexar County, Texas, which conveyance is hereby made a part hereof by reference as though incorporated herein, did acquire that certain tract or parcel of land described therein, containing 94.03 acres with improvements thereon, from the United States of America through the War Assets Administration, said land and improvements to be utilized for a period of twenty years as a Venereal Clinic and Hospital; and

2. WHEREAS, the above-referenced deed without warranty on March 13, 1953 was amended to change the purpose for which it was conveyed, to the protection of the public health (including research); which amendment was duly recorded in Volume 3309, Pages 119 to 121 inclusive of the Deed Records of Bexar County, Texas, and which amendment is made a part hereof by reference as though set forth herein; and

3. WHEREAS, the Texas State Department of Health by quitclaim deed dated the 25th day of September, 1958, recorded in Volume 4203, Pages 450 through 457 of the Deed records of Bexar County, Texas, which quitclaim deed is made a part hereof by reference as though incorporated herein, did reconvey to the United States of America the aforesaid 94.03 acres of land LESS and EXCEPT 30-acres of land which the said Texas State Department of Health did retain to utilize in the protection of the public health (including research); and

4. WHEREAS, the Texas State of Health, with the aid and assistance of the City of San Antonio, Texas, for a period of six years utilized the aforesaid 30-acres of land for the purposes for which the said property was conveyed; during the said six-year period the City of San Antonio, Texas has expended considerable sums of money for permanent improvements thereon, and has progressively assumed, constructive and now active control and responsibility for the said health project; and

5. WHEREAS, the Texas State Department of Health is unable to continue its participation in said health project or meet the requirements of the conditions subsequent in the original deed of conveyance to the said GRANTEE; and in order to avoid being in non-compliance with the said conditions subsequent, the Texas State Department of Health hereby elects to voluntarily reconvey the property to the United States of America, and its assigns, and to execute all conveyance instruments necessary to effect said reversion; and

6. WHEREAS, the Texas State Board of Health, for and on behalf of the Texas State Department of Health did on December 10, 1962 pass and adopt a resolution, a copy of which is attached, authorizing the Commissioner of Health to execute and deliver this instrument, subject to the approval of the Attorney General of the State of Texas; and

7. WHEREAS, the Texas State Department of Health, GRANTOR herein, did not resell, rent, lease, mortgage, encumber, or otherwise dispose of the above-referenced 30-Acres of land, or any part thereof or interest therein, without the written consent of the War Assets administrator

LEASE #614 STINSON

STATE OF TEXAS

COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas municipal corporation acting by and through David A. Harner, its Assistant, City Manager, pursuant to Ordinance No. 31167, adopted February 27, 1963, (hereinafter called "Lessor"), and Harold F. Priest (hereinafter called "Lessee"),

W I T N E S S E T H

1. DESCRIPTION OF PREMISES

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

Building 614 (Hanger 9), containing 6,700 sq. ft. A plat showing the leased premises is Exhibit 1 hereto. Property thereon owned by Lessor is Exhibit 2. Exhibit 3 shows the condition of the premises. Said exhibits are attached hereto and incorporated herein by reference.

2. TERM

A. The term of this lease shall be for the period November 15, 1962, through October 15, 1965, provided that either party hereto may terminate it by giving 30 days' advance

notice in writing to the other.

3. BASE RENTAL

Lessee shall pay an annual rental of \$1,608.00 for the leased premises. Such rentals are subject to adjustment pursuant to provisions of Paragraph 4 hereof.

Payment of the above sums shall be made monthly in advance on the first day of each month during the term, beginning with the first day of November, 1962, in an amount equal to one-twelfth (1/12) of the annual rental, or \$134.00 a month.

4. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

- (a) Base Rental Rates(s) - Adjusted Rental Rate(s)
(b)

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

B. The base rental rate(s) shall be understood to be the rental rate(s) set forth in this agreement (Par. 3); the adjusted rental rate(s) shall be understood to mean such base rental rate(s) plus or minus any increase or decrease computed according to the formula set in our Paragraph A above.

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

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

5. USE(S) OF PREMISES

A. Lessee shall have the right to use the premises described in Paragraph 1 for the purpose of engaging the business of serial transportation of persons or property for hire, and/or furnishing aeronautical services, supplies, or instruction. In this connection, Lessee shall have the right to engage in any activity related to the business of operating aircraft for profit, including aerial surveying, photographing, mapping and advertising; to sell, rent, lease, purchase, exchange, dispose of or otherwise distribute aircraft, engines motors, aircraft instruments, devices, supplies and accessories; to operate schools of flying, navigation, aircraft mechanics, aerial survey, aerial photography, aircraft design, theory and construction; and to engage in aeronautical and allied research. Any other use of the premises is prohibited.

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

C. Lessee may alter or extend improvements on the leased premises only in accordance with the provisions of Paragraph 7 hereof.

6. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

Lessee will maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practice and at least equal in appearance and character to other similar improvements on said Airport. In this connections, all maintenance and repairs needed will be performed by Lessee, so there will be no cost whatsoever to Lessor.

Exhibit 2, attached hereto and incorporated herein, lists equipment and fixtures owned by Lessor located on the leased premises. Lessee shall maintain such items in good work order, subject only to normal wear and tear. Any replacement of any of such items during

the term of this lease shall be at Lessee's expense.

C. PAYMENT OF TAXES, ETC.:

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

D. SIGNS:

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

E. REGULATIONS:

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

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

G. REMOVAL OF TRASH:

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

H. INDEMNITY:

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

I. LIABILITY INSURANCE:

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

J. FIRE INSURANCE:

Fire and Extended Coverage Insurance on the building leased hereby in the amount of \$27,800.00 will be carried by Lessor. Lessee shall reimburse Lessor for the amount of the premium (plus 5%, but not less than \$2.00 per year, to cover Lessor shall bill Lessee therefor upon the commencement hereof and annually thereafter; payment to Lessor shall be made by Lessee within ten (10) days after such billing.

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

K. UTILITIES:

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

L. CONDITION OF PREMISES:

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

M. QUALITY OF SERVICES:

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

N. HOLDING OVER:

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

O. PERFORMANCE BOND:

Lessee will deliver, at the date of execution of this lease, a surety bond in the sum of \$1,600.00 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be form approved by the City Attorney of the City of San Antonio.

P. ATTORNEY FEES:

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

7. LESSOR'S OPTION TO CANCEL

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

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

8. FIELD USE CHARGES

Nothing contained herein shall be taken to relieve Lessee, his customers or others from any fuel flowage fees or other field use charges levied generally by Lessor, directly or indirectly, upon the operation of aircraft at the Airport.

9. TIME OF EMERGENCY

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

10. SPONSOR'S ASSURANCE SUBORDINATION

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

11. GENERAL

A. HEADINGS:

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

B. NOTICES:

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

EXECUTED this _____ day of _____, 1962.

CITY OF SAN ANTONIO, Lessor

BY: _____
Assistant City Manager

Harold F. Priest, Lessee

SUB-LEASE AGREEMENT

THE STATE OF TEXAS

COUNTY OF BEXAR

This indenture executed on the ____ day of October, 1962, by and between HAROLD F. PRIEST, who holds and owns a lease on the hereinafter described real property, hereinafter referred to as Sub-lessor, and MCDONALD A/C ENGINES, INC., a Texas corporation, acting herein by and through its duly authorized officer and agents, hereinafter referred to as Sub-Lessee, WITNESSETH:

I.

Sub-lessor agrees to sublet to Sub-Lessee the southeast 40 feet of Hangar 9, Stinson field, San Antonio, Texas, the overall dimensions of said demised premises being 40 feet by 67 feet; the term of this lease shall commence on November 1, 1962, and shall terminate on October 31, 1963, and Sub-Lessee agrees to pay to Sub-Lessor as lease rental for said premises for said year, the total sum of Eighteen Hundred Dollars (\$1,800.00) payable monthly in advance, on the first day of each month until said Eighteen Hundred Dollars (\$1,800.00) shall have been Paid in full.

II.

In consideration of the execution of this lease agreement by each of the parties hereto, and the payments made and to be made hereunder, said parties do hereby further agree as follows:

1. Sub-lessee shall have an option for an extension of this lease agreement for an additional year on the same terms and conditions, and Sub-lessor does hereby agree to extend this sub-lease agreement for an additional year, upon sub-lessee notifying sub-lessor in writing, thirty (30) days prior to the expiration hereof, of his intention to so extend this lease agreement.
2. Sub-lessee shall have the right to construct a partition in the hangar at his own expense, and, upon quitting the premises, shall have the right to remove and take said partition with him, at his own expense, provided that he not be in default of any of the terms and provisions of this lease agreement.
3. Sub-lessee shall obtain a policy of public liability insurance in the limits of at least \$100,000/\$250,000/\$50,000 and sub-lessor shall be named therein as an additional insured.
4. Sub-Lessee does further agree to furnish and provide fire insurance covering only his own equipment and property placed in said demised premises, hangar 9.
5. Sub-lessee shall pay for all lights and gas used on said premises and Sub-lessor shall have the right to use the lights in the side of the Hangar retained by him at no cost.

III.

The parties hereto do specifically agree that the execution of this Sub-lease agreement is subject to approval by the City of San Antonio. Further, that this sub-lease agreement shall be subordinate to the lease agreement by and between sub-lessor and the City of San Antonio and in the event of any conflict between the two instruments, the parties hereto do agree that this sub-lease agreement shall be amended to conform with the terms and provisions of said lease agreement with the City of San Antonio.

IV.

Sub-lessee agrees to take good care of the property and fixtures and does further agree to repair or replace any part of said demised premises that may be damaged by him, and to return said leased premises to Sub-lessor upon expiration of this sub-lease in as good a condition as when received, natural wear and tear only excepted.

This Sub-lease signed and executed in Duplicate Originals on this the ____ day of October, 1962.

/s/ Harold F. Priest
Sub-Lessor
McDONALD A/C ENGINES, INC.
BY: /s/ F. R. McDonald
Sub-Lessee

THE STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Harold F. Priest, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he signed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 15 day of October, 1962.

/s/ Adrain Williams
Notary Public, In and For
Bexar County, Texas

THE STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared F. R. McDonald, of McDonald A/C Engines, Inc., known to me to be the person whose name is subscribed to the fore-

going instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 15 day of October, A.D., 1962.

/s/Adrain Williams
Notary Public, in and for
Bexar County, Texas

AN ORDINANCE 31168

RATIFYING THE ACCEPTANCE BY THE CITY MANAGER OF TITLE TO A CERTAIN 30 ACRE TRACT OF LAND, LOCATED AT THE SOUTHWEST CORNER OF SOUTH ZARZAMORA AND CULBERSON AVENUE FROM FROM THE UNITED STATES OF AMERICA.

* * * * *

WHEREAS, the City Council, by Resolution, passed and approved December 19, 1962 authorized the City Manager to enter into negotiations with the United States of America for acquisition to title to a certain 30-Acre tract of land located at the southwest corner of South Zarzamora and Culberson Avenue; and,

WHEREAS, the City Manager did successfully complete such negotiations and and accept title to said land on February 8, 1963; NOW THEREFORE:

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

1. The acceptance by the City Manager, on February 8, 1963, to title to a certain 30-Acre tract of land located at the southwest corner of South Zarzamora and Culberson avenue, from the United States of America is hereby ratified.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31169

CLOSING AND ABANDONING AVIATION BOULEVARD IN NEW CITY BLOCK 12328, AND AUTHORIZING THE CITY MANAGER TO QUITCLAIM SAME TO H. E. BUTT GROCERY COMPANY FOR A CONSIDERATION OF \$4,500.00.

* * * * *

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

1. Aviation Boulevard in New City Block 12328, as described in the accompanying quitclaim deed, which is incorporated herein by reference, is hereby closed and abandoned.

2. The City Manager is hereby authorized to execute a quitclaim deed to H. E. Butt Grocery Company for and in consideration of the payment of the sum of \$4,500.00, said sum to be deposited in Storm Drainage Bond Fund, 1957, #479-13.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

QUITCLAIM DEED

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a municipal corporation incorporated under the laws of the State of Texas, acting by and through _____, City Manager, pursuant to Ordinance No. _____, dated the _____ day of _____, 1963, duly adopted by the City Council of said City, for and in consideration of the payment of the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 (\$4,500.00) DOLLARS, and other good and valuable consideration

to it in hand paid by H. E. Butt Grocery Company, hereinafter called "Grantee", of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED and RELEASED and by these presents does BARGAIN, SELL QUITCLAIM and RELEASE, unto the said H. E. Butt Grocery Company, all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

BEGINNING at a point on the east line of S. Zarzamora Street, said point being 688.82 feet south of the south line of S. W. Military Drive.

THENCE; S. 42° 57' E., along the northeast line of Aviation Boulevard, a distance of 7.23 feet to the point of beginning of these field notes.

THENCE; S. 42° 57' E., along the northeast line of Aviation Boulevard, a distance of 1147.54 feet to a point on the northwest line of U. S. Hwy. 81 Expressway.

THENCE; S. 56° 41' 50" W., Along the northwest line of U. S. Highway 81, Expressway, a distance of 101.43 feet to a point.

THENCE; N. 42° 57' W., along the southwest line of Aviation Boulevard, a distance of 1026.02 feet to a point.

THENCE; N. 0° 47' E., along a line 5.00 feet east of and parallel to the line of S. Zarzamora Street, a distance of 144.65 feet to the point of beginning and containing 2.495 acres of land.

together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining. It is agreed and understood by Grantee herein that said property is being quitclaimed subject to the following conditions, easements and covenants which are binding upon and enforceable against said Grantee upon acceptance of this quitclaim, its successors and assigns:

a. A perpetual easement is hereby reserved, on and across the land being quitclaimed, for the flow of the following amounts of water, resulting from surface runoff, and to insure that its utility as a drainage ditch will continue.

(1) Seven hundred (700) cubic feet per second for use by the United States of America.

(2) Twenty one hundred twenty-five (2,125) cubic feet per second for use by the State of Texas and the City of San Antonio.

(3) Any increased flow or runoff in addition to a(1) and (2) above, from surface runoff accumulated within the drainage shed or area of this drainage ditch.

B. Sole responsibility for maintenance, repair and/or enlargement if necessary, of the drainage ditch shall rest with grantee, its successors or assigns, whether said ditch is retained in its present condition, lined with concrete or completely enclosed. All work performed on said drainage ditch, with the exception of routine maintenance, must be approved by the City of San Antonio prior to such work being done.

c. Said property is being sold subject to an easement held by Bexar Metropolitan Water District, as shown on plat filed December 12, 1956, Barrett Properties Unit 2 (Plat Book 9-3771 City Engr.), and any and all other existing easements over, under or across said property.

d. An easement is herein reserved by the City of San Antonio, as a part of its Electric and Gas System, its Successors and assigns, for the operation and maintenance of a gas supply line in the following described triangular area of Aviation Boulevard:

BEGINNING At the intersection of the southwest line of Aviation Boulevard with the northwest line of U. S. Highway 81 Expressway; thence N. 56 degrees, 41 minutes 50 seconds East along the northwest line of U. S. Highway 81 Expressway for a distance of 49 Feet; thence westerly approximately 65 feet to a point in the southwest line of Aviation Boulevard; thence south 42 degrees 57 minutes East Along the southwest line of Aviation Boulevard a distance of 34 feet to the place of beginning.

e. Grantee does hereby succeed to any and all obligations, of the City of San Antonio with relation to said drainage ditch located in New City Block 12328, and accepts this quitclaim subject to any and all other restrictions, reservations and covenants contained in the Deed without Warranty, from the United States of America to the City of San Antonio, dated October 19, 1960 and recorded in the Deed records of Bexar County, in Volume 4531, pages 251 to 260.

IN THE EVENT the Grantee, its successors or assigns, for any cause whatsoever and regardless of whether due to the legal or other inability of the Grantee, its successors or assigns, to perform any of the, breaches or does not comply with any one or more of the aforesaid obligations, restrictions, reservations, covenants and conditions as to all or any portion of the property herein conveyed, City of San Antonio shall notify the Grantee, its successors or assigns, in writing, of such breach or failure to comply and if grantee, its successors or assigns fails within 30 days after such notice to remedy or correct such breach or failure to comply, then all right, title and interest in and to the herein described property shall at the option of the City of San Antonio revert to and become the property of the City of San Antonio or its successor in function, which shall have an immediate right of entry thereon, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in and to the abovedescribed property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto the said Grantee, its successors and assigns forever.

WITNESS MY HAND this ____ day of _____, 1963.

CITY OF SAN ANTONIO

BY: _____

AN ORDINANCE 31170

REPEAL OF ORDINANCE 30868, PASSED AND APPROVED OCTOBER 31, 1962 WHICH PROVIDED FOR A ONE YEAR EXTENSION OF AN AGREEMENT BETWEEN THE CITY AND MR. A. F. BEYER, DBA CASA RIO BAR-B-Q FOODS.

* * * * *

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

1. Ordinance #30868, passed and approved October 31, 1962 which provided for a one year extension of an agreement between the City of San Antonio and Mr. A. F. Beyer, DBA Casa Rio Bar-B.Q Foods, for a river walk concession, be and the same is hereby repealed, as said

Casa Rio Bar-B-Q Foods failed to consummate the aforementioned agreement.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31171

MANIFESTING THE EXTENSION OF A LEASE AGREEMENT BETWEEN THE CITY AND MRS. STELLA TYLOR FOR THE USE OF CERTAIN CITY OWNED PROPERTY FOR AN ADDITIONAL YEAR.

* * * * *

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

1. This ordinance makes and manifests the extension for the additional period of one year, beginning April 11, 1963, the lease agreement dated April 11, 1962, between the City of San Antonio and Mrs. Stella Tylor for the use of a certain City owned building located on a dead end gravel drive, 200' north of East Mulberry. All terms and conditions of such agreement manifested by Ordinance 30263, shall be in effect during said additional term.

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

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

PROCLAMATION AND NOTICE OF
ELECTION

TO BE HELD ON THE 2ND DAY OF APRIL, A. D., 1963

WHEREAS, at a meeting of the City Council of the City of San Antonio held in the Council Chamber at the City Hall, on the 27th day of February, A.D., 1963, the ordinance herein set out was duly and finally passed and said City Council to take effect immediately and same has been duly approved by the Mayor, said ordinance being in words and figures as follows:

AN ORDINANCE 31172

ORDERING THE REGULAR MUNICIPAL ELECTION TO BE HELD ON THE 2ND DAY OF APRIL, 1963 IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS FOR THE ELECTION OF NINE MEMBERS OF THE COUNCIL OF THE CITY OF SAN ANTONIO.

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

1. That the regular municipal election be, and the same is ordered hereby to be held on Tuesday, the 2nd day of April A. D., 1963, in accordance with the provisions of the Charter of the City of San Antonio, for the election of the following municipal officers, to-wit:

Nine (9) members of the Council of the City of San Antonio, Texas, being one each of Places numbered, respectively, 1, 2, 3, 4, 5, 6, 7, 8 and 9, each for a term of two years beginning on the first day of May, 1963.

2. Said election shall be held as prescribed by law, in the City of San Antonio at the following polling or voting places in the several precincts of the City of San Antonio between the hours of 7:00 o'clock A.M. and 7:00 o'clock P. M., Central Standard Time.

PRECINCT NO.

POLLING PLACE

1	Navarro School, 623 South Pecos Street
2	Briscoe School, 2015 South Flores Street
3	Burbank School, 1002 Edwards
4	Hillcrest School, 211 W. Dittmar
5	Morrill Ward School, 5200 South Flores
6	Boy Scout Hut, East Pyron and Curtiss
7	Harlandale Junior High School, 300 W. Huff
8	Stonewall Elementary School, Stonewall and Commercial
9	Fire Station #25, 242 Dwight Avenue
10	Ike Haines Cleaners, 1619 W. Malone
11	Collins Gardens School, 167 Harriman
12	Johnson School, 1811 South Laredo
13	Sidney Lanier School, 1514 Durango
14	Crockett School, 2814 West Commerce
15	J. T. Brackenridge School, 1214 Guadalupe Street
16	Storm School, 435 Brady At Calaveras
17	Casiano Homes, 2219 South Laredo Street
18	De Zavala School, 2418 Durango
19	Fox Tech High School, 637 North Main Avenue
20	Bowie School, 439 Arbor Place
21	Margil School, 1319 Morales Street
22	Washington Irving Junior School, 2215 Morales Street
23	Ogden School, 2215 Leal Street
24	Coronado School, 435 South San Dario Street

<u>PRECINCT NO.</u>	<u>POLLING PLACE</u>
25	Loma Park School, 400 Aurora Avenue
26	Fenwick School, 1930 Waverly Avenue
27	Nelson School, 1014 Waverly Avenue
28	West End Baptist Church
29	Eleanor Brackenridge School, 831 Brooklyn Avenue
30	KONO TV Building, 1408 N. St. Mary's Street
31	Hawthorne School, 127 West Josephine Street
32	McKinley School, 400 E. Magnolia Avenue
33	San Antonio Transit System Building, 1720 N. Flores
34	Fire Station No. 6, 506 W. Russell
35	Mark Twain Junior High School, 2411 San Pedro Avenue
36	Beacon Hill School, 1411 West Ashby Place
37	Woodlawn School, 1717 West Magnolia Avenue
38	J. Kahn Auction House, 1704 Blanco Road
39	Saathoff Sales Service, 1134 West Hildebrand Avenue
40	Fire Station No. 19, 1911 West Hildebrand Avenue
41	Longfellow Junior High School, 1130 East Sunshine Drive.
42	Benjamin Franklin School, 1915 West Olmos Drive
43	Activities Hall-Los Angeles Heights Methodist Church, 800 Catalina
44	Fire Station No. 1, 801 E. Houston Street
45	Fannin School, 1931 East Houston Street
46	Booker T. Washington School, 1823 Nolan
47	Wheatley School, 415 Harrison
48	Robert E. Lee School, 700 Lamar
49	Fire Station No. 5, 1011 Mason
50	Milam School, 1103 Austin
51	Pioneer Hall, Brackenridge Park
52	Grande Courts, 755 East Mulberry
53	Will Rogers School, 620 McIlvaine
54	St. Andrews Methodist Church, 722 Robinhood(Scout Bldg.)
55	Alamo Heights Junior School Auditorium, 7607 N. New Braunfels Avenue
56	Civil Defense and Disaster Relief Office, 423 S. Alamo
57	Salvation Army, 801 Wyoming
58	Smith School, 823 S. Gevers
59	St. Philip's Jr. College, 2111 Nevada
60	Poe School, Aransas Avenue at Cooper
61	Herff Elementary School, 966 S. Hackberry
62	Victoria Courts Office, 400 Labor Street
63	Bonham School, 925 S. St. Mary's Street
64	Brackenridge High School, 1623 S. St. Mary's Street
65	Highland Park School, 2011 S. New Braunfels
66	Steele School, 722 Haggin
67	Fire Station No. 20, 2903 S. New Braunfels
68	Page School, 401 Berkshire
69	Riverside Park School, 202 School Street
70	Hot Wells School, 400 Hot Wells Blvd.
72	Gardendale Elementary School, 1730 Athel St.
78	Palo Alto Elementary School, 1725 Palo Alto Road
79	Stinson Homes, 414 96th Street
86	That part of Voting Precinct No. 86 now within the City Limits of San Antonio, Consolidated with Precinct No. 141, Stafford School, 611 S. W. 36th St.
90	Woodlawn Hills School, 110 West Quill Drive
91	Oak Hills Bowling Lanes, 5139 Fredericksburg Road
95	C. J. Madden construction Co., 1032 Basse Rd.
100	Northwood Elementary School, 519 Pike Road & Rockhill Dr.
102	MacArthur High School, 2923 Bitters Road
103	Fire Station No. 17, 1539 Sandalwood
107	Jefferson Davis Junior School, 463 Holmgreen Road
113	Highland Social Club, 2929 S. W. W. White Road
114	San Juan School, Bergs Mill, Texas
118	Harlandale High School, 114 Gerald and Pleasanton
119	Collier School, 834 Southcross Blvd.
120	Community Center, 3021 Commercial
121	E. Carroll Bell School, Pleasanton & Harding
122	San Antonio Fence Co., 3012 West Avenue
123	Nimitz Junior High School, 5426 Blanco
124	Fire Station No. 28, 815 El Monte
126	Walzem Elementary School, 4618 Walzem
128	James Madison School, 2900 W. Woodlawn Avenue
129	Dorie Miller School, 207 Lincolnshire
130	Charles Arnold School, 467 Freiling
132	Gethsemane Lutheran Church, 610 Avalon
135	San-An-Tone Courts, 7114 Blanco Road
136	Highlands High School, 3118 Elgin
137	Highland Hills Elementary School, 734 Glamis
138	Klossner Equipment Company, 727 North W. W. White Road
140	Bellaire School, Amber and Pleasanton
141	Stafford School, 611 S. W. 36th Street
142	Thomas Jefferson High School, 723 Dolandson Avenue
143	Olmos Elementary School, 1103 Allena
144	American State Bank, 101 Terrell Plaza
145	P. F. Stewart School, 1950 Rigsby Avenue
149	Forbes School, 2630 Sally Gay
150	Kate Schenck School, 100 Kate Schenck at Avondale
151	Grace Presbyterian Church, 950 Donaldson
152	Samuel Maverick School, 107 Raleigh
153	St. Mary's University Dormitory (Chaminade Hall), 2700 Cincinnati Avenue

PRECINCT NO.

POLLING PLACE

154	154	Dellview Elementary School, 7235 Dewhurst Road
	155	Horace Mann Junior High School, 2123 West Huisache
	156	Sunset Hills Elementary School, 519 Clearview
	157	St. Phillips School, 138 East Lambert
	158	Las Palmas School, 103 Las Palmas Drive
	159	Edgewood School, 525 Cupples Road
	160	Fire House No. 16, 1519 Nogalitos
	161	St. James School, 331 Nunes
	162	Graebner School, 530 Hoover
	163	Morrill Ward School (Old Green Bldg.), E. Sayers
	164	Huff Avenue School, 115 East Huff Avenue
	165	Ed Schaefer's Office, 3627 S. W. Military Drive
	166	Kingsborough School, 9131 Yett
	167	Wilshire Elementary School, 6523 Cascade
	168	Mt. Sinai Baptist Church, 2157 Burnet
	169	Elizabeth Tynan School, 925 Gulf
	170	Northe Towne Plaza (Arcade), 6936 San Pedro Avenue
	172	Wilson School, 1421 Clower Street

3. Voting at said election shall be done by the use of voting machines; and, the City Council of the City of San Antonio does determine hereby that voting machines shall be used for the casting of absentee votes at this election, and a voting machine shall be placed in the office of the City Clerk, in the City Hall of San Antonio, Texas; and the City Clerk, or any Assistant City Clerk, is authorized and charged to perform the functions provided by law in the casting of absentee ballots and shall hold such election, and ballots shall be cast at any time not more than 20 days nor less than 3 days prior to the date of such election; all in the method, manner and time made and provided by the Statutes of the State of Texas on this subject.

4. The Mayor shall be authorized to issue a Proclamation and Notice of Election Substantially in the form hereof, and he is directed to cause such Proclamation and Notice of Election to be published and promulgated by posting one copy thereof in each of said election precincts at the polling place specified and cause the same to be published in a newspaper of general circulation published in the City of San Antonio, in the time and manner prescribed by law.

5. PASSED AND APPROVED this 27th day of February, A.D., 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

NOW, THEREFORE, notice is given hereby that said election will be held and conducted at the time and in the several places within the hours prescribed by law, in the manner set out and declared in said ordinance.

IN TESTIMONY WHEREOF, witness my hand and the great Seal of the City of San Antonio, on this 27th day of February, A. D., 1963.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31173

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

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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. 1726)

The rezoning and reclassification of property listed below as follows:

Lot 29, NCB 13531 and Lot 31, NCB 13531 from "A" Residence District to "E" Office District; and Lot 30, NCB 13531 from "A" Residence District to "F" Local Retail District.

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

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

4. PASSED AND APPROVED this 6th day of March, A. D., 1963.

ATTEST: J. H. Inselmann
City Clerk

Walter C. Gunstream,
MAYOR PRO-TEM