

AN ORDINANCE 29, 374 ✓

DECLARING THE CANVASSING AND THE RESULT OF  
MUNICIPAL ELECTION ON THE 4th DAY OF APRIL,  
1961.

\* \* \* \* \*

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

1. Came on this 5th day of April, A. D. 1961, regularly to be canvassed the returns of the regular municipal election held on the 4th day of April, 1961, to determine the Councilmen of the City of San Antonio under its Charter for the ensuing term of office of two (2) years;

2. And the City Council having met to canvass the returns and to declare the result of said election in the manner provided by law, and after considering, determining and ~~canva~~ canvassing all matters of fact appertaining, we, the City Council of the City of San Antonio, do hereby find and declare the result of the said election to be tabulated as follows:

FOR MEMBER OF COUNCIL, PLACE NO. 1:

"FOR" Walter W. McAllister.....	<u>33,721</u>	votes
"FOR" Barnett Shaw.....	<u>15,734</u>	votes
"FOR" Dave Halpenny.....	<u>3,512</u>	votes

FOR MEMBER OF COUNCIL, PLACE NO. 2:

"FOR" P. "Zot" Zottarelli.....	<u>5,146</u>	votes
"FOR" Dr. G. H. Allen.....	<u>6,474</u>	votes
"FOR" Thomas Guardia, Jr.....	<u>12,350</u>	votes
"FOR" George de la Garza.....	<u>25,831</u>	votes
"FOR" Romulo A. Munguia.....	<u>3,175</u>	votes

FOR MEMBER OF COUNCIL, PLACE NO. 3:

"FOR" Phil Price.....	<u>13,467</u>	votes
"FOR" Mike Passur.....	<u>30,959</u>	votes
"FOR" John L. Appleby.....	<u>3,145</u>	votes
"FOR" Luvine Elias.....	<u>1,340</u>	votes
"FOR" Ludwig (Whitey) Dott.....	<u>1,987</u>	votes

FOR MEMBER OF COUNCIL, PLACE NO. 4:

"FOR" Jack H. Kaufman.....	<u>28,960</u>	votes
"FOR" Ronald C. Wren.....	<u>5,747</u>	votes
"FOR" G. J. Sutton.....	<u>16,205</u>	votes

FOR MEMBER OF COUNCIL, PLACE NO. 5:

"FOR" Ernest T. Cude.....	<u>5,113</u>	votes
"FOR" Walter D. Gunstream.....	<u>28,431</u>	votes
"FOR" Joe E. Carmack.....	<u>12,451</u>	votes
"FOR" John Doughty.....	<u>2,278</u>	votes

FOR MEMBER OF COUNCIL, PLACE NO. 6:

"FOR" Rudy C. Wildenstein.....	<u>5,942</u>	votes
"FOR" W. F. (Bill) Castella.....	<u>16,214</u>	votes
"FOR" JOHN Gatti.....	<u>26,199</u>	votes

FOR MEMBER OF COUNCIL, PLACE NO. 7

"FOR" Ruben R. Nunez.....	<u>16,067</u>	votes
"FOR" Al Schilling Garza.....	<u>6,985</u>	votes
"FOR" Roy S. Padilla.....	<u>28,577</u>	votes

FOR MEMBER OF COUNCIL, PLACE NO. 8:

"FOR" John S. Tudor.....	<u>10,177</u>	votes
"FOR" Wanda Ford.....	<u>14,382</u>	votes
"FOR" Harry Gerhardt.....	<u>3,877</u>	votes
"FOR" Dr. Gerald Parker.....	<u>23,217</u>	votes

FOR MEMBER OF COUNCIL, PLACE NO. 9:

"FOR" Robert L. Gomez.....	<u>8,866</u>	votes
"FOR" Milton Wilkinson.....	<u>14,599</u>	votes
"FOR" Roland C. Bremer.....	<u>25,629</u>	votes
"FOR" Alfred L. Michaud.....	<u>1,566</u>	votes

3. And it appearing to the City Council that the names of the candidates were submitted, and that the election was held and conducted, and that the returns thereof were made, all as required by the Charter of the City of San Antonio, and the Laws of the State of Texas, the proclamation of the Mayor and the law for such cases made and provided, and that at said election there was cast respectively for each of said candidates, the aggregate number of votes "FOR" each of said candidates, all as shown by the report.

4. And the City Council having first canvassed said returns and said reports and having found the same in all things correct, the same was thereupon adopted by unanimous vote of the City Council.

5. And it is further declared that as a result of said election, the following persons were elected Councilmen for a two (2) year term commencing May 1, 1961:

- WALTER W. McALLISTER, Member of Council, Place No. 1;
- MIKE PASSUR, Member of Council, Place No. 3;
- JACK H. KAUFMAN, Member of Council, Place No. 4;
- WALTER C. GUNSTREAM, Member of Council, Place No. 5;
- JOHN GATTI, Member of Council, Place No. 6;
- ROY S. PADILLA, Member of Council, Place No. 7;
- ROLAND C. BREMER, Member of Council Place No. 9;

and each of them was elected by receiving a majority of all the votes cast for the office for which each was a candidate, cast by the qualified voters of the City of San Antonio voting at said election, and they and each of them are hereby declared to be the lawful and duly elected Councilmen of the City of San Antonio, for the places specified.

6. And it is further declared that as the result of said election, no candidate for Places NO. 2 and No. 8 received a majority of all the votes cast for the office for which he was a candidate cast by the qualified voters of the City of San Antonio voting at said election, and, therefore, no candidate was elected at said election for the offices of Member of Council, Places No. 2 and No. 8, but that a second election, or run-off election, will be necessary in order that the candidates receiving the highest number of votes shall receive a majority of all the votes cast for the office for which he was a candidate; said election is hereby ordered to be held on April 18, 1961.

7. Payment of all expenses incurred in connection with the holding of said election and said run-off election is hereby authorized to be made out of the 1960-61 General Fund.

8. PASSED AND APPROVED this 5th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 376

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. 1370) The rezoning and re-classification of property from "B" Residence District to "J" Local Retail District and to "J" Commercial District as follows: Lot 25, NCB 10115 to "H" Local Retail District and Lot 26, NCB 10115 to "J" Commercial District.

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

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

4. PASSED AND APPROVED this ~~30th~~ day of ~~March~~, A. D. , 1961.

*6th April*

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 377

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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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 April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 378

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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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 April, A. D., 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 379

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 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. 1434) The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: E. 94' of Lot 17, NCB 10760.

DESCRIPTION

*Amended 7/12/61 Ord 29695 for record 10761*

The east 94.0 feet of Lot 17, NCB 10760, Hein Acres Subdivision, San Antonio, Bexar County, Texas, according to plat recorded in Volume 1625, page 86, Deed and Plat Records of Bexar County; and being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 17, said corner being at the intersection of the west line of So. W. W. White Road with the north line of Boxwood Road;

THENCE northerly with the westline of So. W. W. White Road a distance of 118.81 feet to the northeast corner of said Lot 17;

THENCE westerly with an interior angle of 90°05' a distance of 94.0 feet along the north line of said Lot 17 to a point for the northwest corner of this property;

THENCE southerly with an interior angle of 89°55' a distance of 118.81 feet to a point in the north line of Boxwood Road;

THENCE easterly with an interior angle of 90°05' a distance of 94.0 feet along the north line of Boxwood Road to the place of beginning. Containing 0.256 acres of land.

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 APRIL, A. D., 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 380

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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classification of property from "B" Residence District to "C" Residence District as follows: Lot 11, Blk. 51, NCB 8807.

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 April, A. D., 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 381

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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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 ~~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 April, A. D. 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 382

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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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 April, A. D. 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 383

AMENDING THE CONTRACT BETWEEN THE CITY AND THE  
SAN ANTONIO ZOOLOGICAL SOCIETY WITH REFERENCE  
TO FIRE INSURANCE.

\* \* \* \* \*

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

1. Paragraph 1h of Ordinance No. 27788, passed and approved July 16, 1959, is hereby amended by adding thereto the following:

"Society agrees that all fire and extended coverage insurance carried on property located in the zoo area will be carried in the name of the City of San Antonio, with all premiums being paid by Society. In case of damage to or destruction of any insured property, City agrees that the proceeds of such insurance policies will be used to repair or reconstruct the property to the extent that such proceeds and reconstruction are sufficient; it being understood that, in such repairing and reconstruction, City is under no obligation to expend any money in excess of the amount received as proceeds from such policies."

2. PASSED AND APPROVED this 6th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 384

APPOINTING MEMBERS TO THE COORDINATING COMMITTEE  
FOR LOW COST HOUSING WHICH ACTS IN AN ADVISORY  
CAPACITY TO THE CITY COUNCIL FOR TWO-YEAR TERMS.

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

1. The following persons are hereby appointed as members of the Coordinating Committee for Low Cost Housing which acts in an advisory capacity to the City Council for two-year terms commencing April 8, 1961, and terminating April 7, 1963:

- Dr. J. C. Ellington
- Melvin C. Sueltenfuss
- Lloyd A. Denton
- H. McKim Steele (Ex-Officio)
- J. Maurice Smith
- Paul L. Garcia
- Donald E. Leach
- Quincy Lee
- Mel Hughes
- Barney Cox
- Wm. R. Hunter

2. PASSED AND APPROVED this 6th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 385

AUTHORIZING THE PAYMENT OF \$13,935.27 TO JOHN J. STAUFFER, JR., IN SATISFACTION OF JUDGMENT.

\* \* \* \* \*

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

1. Payment of the sum of \$13,935.27 out of General Fund #101, Account #50-03-01-(4-10), is hereby authorized to be made to John J. Stauffer, Jr., and his attorney, Adrian Spears, in satisfaction of Judgment in Cause No. F-115,306, John J. Stauffer, Jr. vs. City of San Antonio, as advised by judgment of the Supreme Court of Texas in Cause No. A-7752. Payment of said sum represents payment of all back salary due to said John J. Stauffer, Jr., through April 1, 1961.

2. PASSED AND APPROVED this 6th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

~~AN-ORDINANCE-297~~

A RESOLUTION

PLEDGING THE SUPPORT AND ASSISTANCE OF THE CITY OF SAN ANTONIO TO THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS IN THE ESTABLISHMENT OF A MEDICAL SCHOOL IN BEXAR COUNTY.

\* \* \* \* \*

WHEREAS, the City Council of the City of San Antonio fully realizes that the reestablishment of a medical school in Bexar County will greatly promote the health and welfare of this metropolitan area and of the entire State; and

WHEREAS, said City Council greatly desires the establishment of such an institution in Bexar County; 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 will cooperate fully with the Board of Regents of the University of Texas in the establishment of a medical school in Bexar County, and pledges that all agencies of the municipal government will work closely and expeditiously with said Board of Regents, and furnish all information requested, to the end that such medical school will be established at whatever site is finally chosen.

PASSED AND APPROVED this 6th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 386

AMENDING ARTICLE II OF CHAPTER 42 OF THE CITY CODE DEALING WITH THE BOARD OF ADJUSTMENT.

\* \* \* \* \*

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

1. Article II of Chapter 42 of the City Code is hereby amended to read as follows:

"ARTICLE II. THE BOARD OF ADJUSTMENT

Sec. 42-22. Creation of Board of Adjustment

There is hereby created a Zoning Board of Adjustment consisting of five members and two alternate members to be appointed by the City Council. Said Board shall be controlled by and have all the powers vested by Article 1011g of the Revised Civil Statutes of Texas.

Sec. 42-23. Terms of Members. All members of the Board shall be appointed for a term of two years and shall be removable for cause by the City Council upon written

charges and after public hearing.

Sec. 42-24. Vacancies. Vacancies in the regular or alternate memberships of the Board of Adjustment shall be filled by the City Council for the unexpired term of the vacancy.

Sec. 42-25. Minimum of 5 Members at hearings.

The alternate members of the Board of Adjustment shall serve in the absence of one or more regular members when requested by the City Manager so that all cases heard by the Board of Adjustment will always be heard by a minimum number of five members.

Sec. 42-26. Minutes of Meetings. The Board shall keep minutes of its proceedings showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record.

Sec. 42-27. Board Meetings. The Board may have weekly meetings or at the call of the chairman, or in his absence the acting chairman, and at such other times as the Board may determine. All Board meetings shall be open to the public.

Sec. 42-28. Powers of the Board.

The Board shall have the following powers:

1. To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by an administrative official in the enforcement of this chapter.

2. To hear and decide special exceptions to the terms of this chapter, in those specific instances where required by this chapter.

3. To authorize upon appeal in specific case, such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of the Chapter shall be observed and substantial justice done.

Sec. 42-28.1. Compensation of Members. Each member of the Zoning Board of Adjustment of the City shall receive, as compensation for this service, the sum of twenty dollars for each regular meeting of the Board attended by such member; provided such compensation shall not exceed one thousand and forty dollars for any one member during any one year.

Sec. 42-28.2. Hearings - Notice. Public notice of hearings before the Zoning Board of Adjustment shall be given for each separate appeal thereto by publication one time in a paper of general circulation in the City, stating the time and place of such hearing which shall not be earlier than 10 days from the first date of publication, and in addition thereto, the Zoning Board of Adjustment shall mail notices of such hearing to the petitioner and to the owners of property lying within two hundred feet of any point of the lot or portion thereof on which a variation, or exception, is desired, and to all other persons deemed by the Zoning Board of Adjustment to be affected thereby. Such owners and persons shall be determined according to the current tax rolls of the City.

Sec. 42-28.3. Sufficiency of Notice. The published notice and the mailed notice may contain notice of a hearing on more than one matter. Substantial compliance with the provisions and Section 42-28.2 shall be deemed sufficient, and the depositing of such written notice in the mail by the Zoning Board of Adjustment shall be deemed compliance with the provisions for mailed notices.

Sec. 42-28.4. Powers Strictly Construed. Nothing herein contained shall be construed to empower the Board to change the terms of this ordinance, to effect changes in the official map or to add to the specific uses permitted in any district. The powers of the Board shall be so construed that this ordinance and the official map are strictly enforced.

Sec. 42-28.5. Findings of Fact. Every decision of the Board shall be based upon findings of fact and every finding of fact shall be supported in the record of its proceedings. The enumerated conditions required to exist on any matter upon which the Board is required to pass under this ordinance or to affect any variance in this ordinance shall be construed as limitations on the power of the Board to act. A mere finding or recitation of the enumerated conditions unaccompanied by findings of specific facts shall not be deemed compliance with this ordinance.

Sec. 42-28.6. APPEALS from Administrative Official. In exercising the powers stated in Section 42-28, the Board may, in conformity with the provision of this chapter, reverse or affirm, wholly or partly, or may modify the order, requirements, decision or determination appealed from and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. Provided, however, the concurring vote of four members of the Board shall be necessary to reverse any order, requirement, decision, or

determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter, or to affect any variation in this chapter.

Sec. 42-28.7. Power of Board to Make Exceptions.

The Board may make special exceptions to the terms of this chapter only as provided in Sec. 42-28.8 of the City Code; however, the Board shall not grant a special exception unless it makes specific findings that:

1. The exception will be in harmony with the spirit and purposes of this chapter.
2. The public welfare and convenience will be substantially served; and,
3. The neighboring property will not be substantially injured by such proposed use.
4. The exception will not alter the essential character of the district and location in which the property for which the exception is sought.
5. The exception will not weaken the general purposes of this ordinance or the regulations herein established for the specific district.

These findings of the Board shall be incorporated into the official minutes of the Board meeting in which the special exception is authorized.

Sec. 42-28.8. Authorized Exceptions and Conditions to be Fulfilled.

Special exceptions can be granted only for the following uses and subject to the following conditions and the granting of such special exceptions may be revoked if these conditions are not maintained at all times:

A. Ball parks, football fields and tennis courts, operated by nonprofit civic organizations for organized children's teams may be permitted in any district established by this chapter subject to the following conditions:

1. That the property is properly platted in accordance with the San Antonio Subdivision Regulations.
2. That such use will not be contrary to the public interest.
3. That such use will be sponsored and supervised by responsible persons.
4. That all lights, structures, and buildings placed upon the premises shall conform to the building code of the City and be approved by the Board of Adjustment prior to installation.
5. That one (1) toilet be provided for each sex.
6. That facilities for food handling conform to the City Health Code.
7. That the premises be maintained in a safe and sanitary manner, free of litter, refuse, or debris.
8. That the use conform to such other terms and conditions as the Board of Adjustment feels proper to protect the immediate neighborhood from noise, smoke, dust, and other inconveniences incident to such use; and
9. That permit for such use be granted or renewed for a definite period of time not to exceed two (2) years and only after notice and hearing as provided in this chapter for appeals to the Board of Adjustment.

B. Parking Lots for the noncommercial parking of private noncommercial motor vehicles of customers or employees may be permitted in any district established by this chapter subject to the following limitations, conditions and restrictions:

1. That the property is properly platted in accordance with the San Antonio Subdivision Regulations.
2. The lot shall be smoothly graded, adequately drained, paved with asphalt or concrete, and such pavement shall be kept in good repair and shall be kept free from the accumulation of refuse, debris or litter.
3. The lot shall be marked so as to designate the parking of vehicles thereon. Parking spaces of not less than 200 square feet, exclusive of driveways shall be provided for the parking of each motor vehicle.
4. The lot shall not be used for automobile repair work or servicing of any kind or for the sale, display, or demonstration of merchandise or servicing of any kind or for the dead storage of motor vehicles either by elevating such motor vehicles above ground or placing a "For Sale" sign on such motor vehicle or vehicles. No advertising sign is to be located on the lot other than signs stating that it is a parking lot of the owner or lessee and giving parking or traffic instructions in letters not more than six (6) inches high.

5. By means of a barrier or barriers, all parking shall be kept back of the building setback line of the residence or apartment district in which the parking district is established unless otherwise specifically authorized by the Board of Adjustment.

6. The entrances to and exits from and onto the streets of the City shall be designed and constructed to achieve maximum traffic safety and assure minimum interference with on-street traffic as determined by traffic engineering surveys.

7. The lot shall not be used after seven o'clock p.m. unless the lot shall be properly and adequately lighted, but the standards to which the lights are affixed shall not exceed fifteen feet in height, and the direct rays of any lighting shall be confined within the boundary lines of the lot used for parking. The parking lot shall be provided with a gate or other sufficient barrier against vehicle entry after such hours as the facility served shall be closed.

8. The lot shall be provided with a masonry wall or other adequate screening not less than four (4) feet nor more than six (6) feet in height at all lot lines fronting upon, abutting, or adjoining a residential district. Provided, however, that if said masonry wall or screening is more desirable for the protection of the abutting neighborhood at points other than on lot lines, the Board of Adjustment may require such masonry wall or other adequate screening at points other than the property line. The screening or masonry wall provided for herein shall in all cases surround the parking authorized under the provisions hereof. On a corner lot, the wall or screening shall be erected back of the area designated by this Chapter for corner visibility. Wheel guards shall be installed and maintained above ground at all such walls or screening to prevent vehicles from making contact with said walls or screening.

9. Application for the use of a lot for the parking of motor vehicles shall be filed by the owner or lessee thereof with the Secretary of the Board of Adjustment and such application shall be accompanied by plans showing the parking layout.

10. Prior to actual use of any premises for a parking area, a certificate of occupancy shall be obtained from the Director of Housing and Inspections to indicate that compliance with the standards of this ordinance has been effected.

11. The lot shall conform to such other conditions as the Board may deem necessary to protect the character of the District in which the lot is located.

Sec. 42-28.9. Power of Board to Grant Variances. Variances to the terms of this chapter may be granted by the Board where a literal enforcement of the provisions of this chapter will result in unnecessary hardship. No variances can be granted, however, on property that is not properly platted, or on property that could meet all the requirements of the San Antonio Planning Area Subdivision Regulations were it properly platted, but this requirement for platting may be waived on property that cannot meet all the requirements of the San Antonio Planning Area Subdivision Regulations. In addition no variance can be granted unless:

1. Such variance will not be contrary to public interest.
2. Such variance will not authorize the operation of a use other than those uses specifically authorized for the district in which the property for which the variance is sought is located.
3. Such variance will not substantially or permanently injure the appropriate use of adjacent conformity property in the same district.
4. Such variance will not alter the essential character of the district in which is located the property for which the variance is sought.
5. Such variance will be in harmony with the spirit and purposes of this chapter.
6. The plight of the owner of the property for which the variance is sought is due to unique circumstances existing on the property, and the unique circumstances were not created by the owner of the property and are not merely financial, and are not due to or the result of general conditions in the district in which the property is located.
7. The variance will not substantially weaken the general purposes of this ordinance or the regulations herein established for the specific district.
8. The variance will not adversely affect the public health, safety or welfare of the public.

Sec. 42-28.91. Time Limitation for Variances. Where a variance is granted by the Board and no building is started pursuant to such variance within six (6) months after the date of the hearing thereon, said variance becomes null and void and of no force or effect.

Sec. 42-28.92. Time Limitation for Appeal to the Board. Appeals to the Board from any order, requirement, decision or determination made by an administrative official in the enforcement of this chapter shall be made within thirty (30) days after such order,

requirement, decision or determination by filing with the Director of Housing and Inspections and with the Board of Adjustment a notice of appeal.

Sec. 42-28.93. Procedures. Any person aggrieved or affected may appeal to the Board of Adjustment from any order, requirement or decision of an administrative official of the City in the enforcement of this chapter or ordinances adopted pursuant thereto. Such appeal shall be taken by filing with the Director of Housing and Inspections and with the Board of Adjustment, within the time provided by this chapter, a notice of appeal specifying the particular grounds upon which the appeal is taken. A fee of \$10.00 shall be deposited with the Board for each appeal filed. Upon receipt of a notice of appeal, the Director of Housing and Inspections shall transmit to the Board of Adjustment all of the original documents and materials, or true copies thereof, constituting the record upon which the order of decision appealed from was based.

Sec. 42-28.94. Effect of Appeal. An appeal from an order of the Director of Housing and Inspections shall transmit to the Board of Adjustment all of the original documents and materials, or true copies thereof, constituting the record upon which the order or decision appealed from was based.

Sec. 42-28.94. Effect of Appeal. An appeal from an order of the Director of Housing and Inspections to the Board of Adjustment shall stay all proceedings unless the Director of Housing and Inspections certifies that, by reason of the facts stated in the certificate, a stay in his opinion would cause imminent peril to life or property. When such a certificate is filed, proceedings shall not be stayed except by a restraining order granted by the Board of Adjustment or a court of proper jurisdiction.

Sec. 42-28.95. Recommendation from other Public Agencies. The Board of Adjustment shall receive and consider recommendations from public and semi-public agencies before rendering a decision in any case before the Board. To this end, the Board shall notify, in addition to the other requirements of this chapter all agencies deemed to have an interest in the case."

2. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 387

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF  
G. S. LACEY PAPER SPECIALTIES TO FURNISH THE  
CITY OF SAN ANTONIO TAX DEPARTMENT WITH CERTAIN  
TAXROLL FORMS FOR A TOTAL OF \$2,120.00

\* \* \* \* \*

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

1. The attached low qualified bid of G. S. Lacey Paper Specialties, dated April 10, 1961, to furnish the City of San Antonio Department of Finance, Tax Division with certain taxroll forms for a total of \$2,120.00, net is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Finance, Tax Division, Account No. 06-03-02.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 388

GRANTING PERMISSSION TO MILTON A. RYAN & WIFE A  
TO USE THE CITY SANITARY SEWERS BY A CONNECTION  
OUTSIDE OF THE CITY LIMITS.

\* \* \* \* \*

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

1. That the petition of Milton A. Ryan and wife, for a license to use the sanitary sewerage system of the CITY OF SAN ANTONIO, is granted hereby, subject to the following precedent conditions;

2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, with or without notice.

3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the CITY OF SAN ANTONIO.

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

NUMBER 1403 Harry Wurzbach Road STREET, LOT Property being SE 108½ feet on Harry Wurzbach Rd. & 69½ feet of Tuttle Rd. Part of tract 65.

BLOCK CB 5526 Terrell Hills, Texas

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

5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.

6. That the use of said sewer connection shall be subject to the regulation of the CITY OF SAN ANTONIO, and no use shall be made which might, in any way, impair the City sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgement shall be conclusive.

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. The CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit. Licensee claims no rights to the use of the sanitary sewerage system of the City of San Antonio or to the rates of rental charges prescribed under the provisions of a contract entered into between the City of San Antonio and Bexar County Water Control and Improvement District No. 8, adopted by Ordinance No. 2943, effective December 31, 1945. Licensee waives all rights or claims under such contract and accepts the license granted herein subject solely to the terms hereof and the regulations of the City.

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

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

PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher City Clerk

AN ORDINANCE 29, 389

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR AIRPORT EXPANSION PROJECT, LOOP 13 PROJECT, COMMERCIAL AVENUE STREET WIDENING PROJECT AND TILLIE DRIVE DRAINAGE PROJECT.

\*\*\*\*\*

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

1. The following sum is hereby appropriated out of International Airport Construction Fund #803-02, Federal Airport Aid Project 9-41-080-5709, in payment for statements attached hereto:

GEORGE A. FRENCH 1425 Donaldson Avenue San Antonio 1, Texas.....the sum of \$575.00 for services as Appraiser and preparation for condemnation case, Parcel 2562.

2. The following sum is hereby appropriated out of Street Right-of-Way Purchase Bonds, Series 1957, Fund No. 479-12, Loop 13 Project, in payment for statement attached hereto:

FRED HUNTRESS, Clerk County Court At Law #2  
Bexar County Court House  
San Antonio 5, Texas.....the sum of \$10.65  
for court costs on Cause #55,304, Parcel #30-4157.

3. The following sum is hereby appropriated out of Street Improvement Bonds, Series 1957, Fund No. 479-10, Commercial Avenue Street Widening, in payment for statement attached hereto:

TEXAS TITLE GUARANTY COMPANY, INC.  
610 Transit Tower  
San Antonio 5, Texas.....the sum of \$14.85  
for title company charges, Parcel 4194.

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

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....the sum of \$53.05  
for title company charges, Parcel 4179.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....the sum of \$52.95  
for title company charges, Parcel 4178.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....the sum of \$45.05  
for title company charges, Parcel 4176.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas.....the sum of \$45.05  
for title company charges, Parcel 4177.

5. PASSED AND APPROVED this 13th day of April, A.D., 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 390

EXTENDING THE FOOD AND REFRESHMENT CONCESSIONS AGREEMENT BETWEEN THE CITY AND W. R. THOMAS, CONCESSIONAIRE, AT MUNICIPAL GOLF COURSES FOR A SIX-MONTH PERIOD.

\* \* \* \* \*

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

1. The Agreement between the City and W. R. Thomas for food and drink concessions at the club houses and municipal golf courses, authorized by Ordinance No. 26288, passed and approved April 17, 1958 and expiring April 14, 1961, is hereby extended for a six-month period, terminating October 14, 1961.

2. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 29, 391

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 50 BICYCLES, 34 FRAMES, AND 60 ASSORTED BICYCLE PARTS, IN THE POSSESSION OF THE POLICE DEPARTMENT NOT OWNED OR CLAIMED BY THE CITY OF SAN ANTONIO.

\* \* \* \* \*

WHEREAS, under the provisions of Section 2-12, San Antonio City Code, the Police Department has reported that there is in their possession certain personal property consisting of 50 bicycles, 34 frames and 60 assorted bicycle parts not owned or claimed by the City; and,

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

WHEREAS, said property, on which there are charges unpaid and due the City, has been in the possession of the Police Department in excess of 60 days and is unclaimed; NOW, THEREFORE:

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

1. Said property consisting of 50 bicycles, 34 frames, and 60 assorted bicycle parts described in the aforesaid schedule, is hereby ordered to be sold at public auction after ten (10) days notice by the publication of this ordinance in the "Commercial Recorder" in which the day, hour and place of the sale shall be given.

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

3. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interests of the City; said sale of these items is to be held at the Police Storage Lot at 406 South Laredo beginning May 13, 1961, from 10:00 A.M. to 12:00 noon and during the same hours on each succeeding business day thereafter until all of said property is disposed of.

4. Said property may be redeemed by the owner at any time prior to its sale by satisfying the Chief of Police of the true ownership thereof and the payment of the cost of the storage and care thereof and all other expenses in connection therewith.

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

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

7. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 29, 392

AMENDING SECTION 38-107, SCHEDULE "A", FULL SIGNAL OPERATION LOCATIONS; 38-108, SCHEDULE "B", ONE-WAY STREETS; 38-109, SCHEDULE "C"; 38-110, SCHEDULE "D" YIELD RIGHT OF WAY LOCATIONS; 38-111, SCHEDULE "E", SPEED LIMITS; 38-112, SCHEDULE "F", PARKING METER ZONES; 38-113, SCHEDULE "G", PARKING PROHIBITED AT ALL TIMES; AND 38-114, SCHEDULE "H", STOPPING, STANDING, OR PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS, OF THE CODE OF THE CITY OF SAN ANTONIO.

\* \* \* \* \*

WHEREAS, a Traffic and Engineering survey as defined in Section 38-15, of the City Code of the City of San Antonio indicated that the following changes in the various schedules of the Code should be made; NOW, THEREFORE:

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

1. Section 38-107, Schedule "A" of the City Code of the City of San Antonio entitled "Full Signal Operation Locations" is hereby amended to include the following intersections:

Hildebrand and I. H. 10 Frontage roads  
 Sacramento & West Avenue  
 Santa Anna and West Avenue  
 Labor and Lavaca  
 San Pedro and Rector  
 Culebra and Colorado  
 Culebra and Fredericksburg Road  
 Mulberry and Stadium  
 Airport Boulevard and N. E. Military  
 Slavin and N. E. Military  
 McCullough and Oblate  
 West Avenue and Fresno  
 Woodlawn and Wilson  
 Santa Monica and Blanco  
 San Pedro 86' south of Sprucewood  
 Jackson-Keller and San Pedro  
 (S) Alamo and Laredo (S)  
 Grayson 100' west of Rogers  
 (S) Alamo and Northbound Ramp  
 (S) Alamo and Southbound Ramp  
 Martinez and Presa  
 S. E. Military and Entrance to School of Aviation Medicine  
 Castroville and S. W. 19th  
 Leona and Commerce (W)  
 Dauchy and Hackberry  
 Corrine, 112' south of Sabyan  
 Lotus and ST. Marys (S)  
 Broadview and Bandera

2. Section 38-107, Schedule "A" of the City Code of the City of San Antonio entitled "Full Signal Operation Locations" is hereby amended removing the following intersections from the said schedule:

Fredericksburg Road and Warner  
 Fredericksburg Road and Magnolia  
 Woodlawn and Belknap  
 Catalina and Hildebrand  
 Hildebrand and Warner  
 West Avenue and Olmos

3. Section 38-108, Schedule "B" of the City Code of the City of San Antonio entitled "One-Way Streets" is hereby amended to include the following streets:

<u>STREET</u>	<u>EXTENT</u>	<u>DIRECTION</u>
Sacramento	I. H. 10 to Fredericksburg Road	Westbound
Santa Anna	West Avenue to I. H. 10	Eastbound

4. Section 38-109, Schedule "C" of the City Code of the City of San Antonio is hereby amended to include the following intersections:

<u>THROUGH STREET</u>	<u>CROSS STREET</u>
Pollydale	Kellis
Blackwood	Kellis
Menlo	Stringfellow
Stringfellow	Burkdale
Grotto	Verda Mae
Frost	Melbourne
Licnolnshire	Bookertee
Edison	Buckeye
Lee Hall	Buckeye
Dartmouth	N. W. 27th
Waverly	Neff
Jones-Maltsberger	Rexford
Jones-Maltsberger	Sprucewood
Jones-Maltsberger	Millwood
Jones-Maltsberger	Pinewood
Jones-Maltsberger	Sandalwood
Jones-Maltsberger	Springwood
Chulie	Errol
Sunset Road	Errol
Laurel	Maverick
S. W. 19th	San Luis
S. W. 21st	San Luis
Fredericksburg Road	Warner
Fredericksburg Road	Magnolia
Blanco	Haltown
Blanco	Grey Oak

THROUGH STREETS

Blanco  
 Lockhill-Selma  
 Lockhill-Selma  
 Lockhill-Selma  
 Lockhill-Selma  
 Lockhill-Selma  
 Blanco  
 Seidel  
 Hwy. 90 W.  
 Ozark  
 N. E. Military  
 Jones-Maltsberger  
 Jones-Maltsberger  
 Jones-Maltsberger  
 Brighton  
 Morales  
 Perez  
 Morales  
 Perez  
 Ashby (W)  
 Semlinger  
 Durango  
 Huisache (W)  
 Kentucky  
 Flores (N)  
 Pyron (W)  
 Grimes (N)  
 Alametos  
 Adaes  
 Pleasanton  
 Elmendorf (N)  
 Hillcrest (E)  
 Sunshine Ranch  
 Hillcrest (E)  
 Fredericksburg  
 Fredericksburg  
 N. W. 26th  
 S. W. W. White  
 Pleasanton  
 Fulton  
 Warner  
 Warner  
 Warner  
 Warner  
 Barbet  
 Kirk (W)  
 Niemeyer  
 Wyoming  
 South  
 North  
 Santa Clara  
 Niemeyer  
 Eldridge  
 Mistletoe (W)  
 Thompson (W)  
 Nebraska  
 Pan Am  
 Nebraska  
 Northern  
 Nebraska  
 Nebraska  
 Nebraska  
 Mariposa  
 Nebraska  
 Nebraska  
 Nebraska  
 Nebraska

CROSS STREETS

Melissa  
 Hemeric  
 Carolwood  
 Prinz  
 Tamworth  
 Briarcliff  
 Northcrest  
 Mt. Kisco  
 Albin  
 S. W. 40th  
 Raleigh  
 Mertz  
 Marquis  
 Colwyn Pass  
 Coronet  
 Packard  
 Las Moras (N)  
 Las Moras (N)  
 San Jacinto (N)  
 San Jacinto (N)  
 San Pedro Park Road  
 Rice  
 S. W. 21st  
 Magnolia (W)  
 Goodrich  
 (Ashby (W)  
 Hancock  
 Belmont  
 Brad  
 Lombrano  
 Ashley Road  
 Waverly  
 Willowbrook  
 Crestline  
 Padgett  
 Clubhill  
 Longridge  
 Shadowhill  
 Oaktrail  
 Crossette  
 Midcrest  
 Shadyview  
 Crestview  
 Glencrest  
 Royal  
 Inspiration  
 Highview  
 McNeel  
 Cityview  
 Cityview  
 French (W)  
 Michigan  
 Rivas  
 Lord Road  
 Baetz (E)  
 Warner  
 Agarita (W)  
 W. Kings Hwy.  
 Lynwood (W)  
 Lullwood (W)  
 Sullivan  
 Miemeyer  
 Taft  
 Newton  
 Newton  
 Newton  
 South  
 Barrett  
 S. W. 40th  
 West Drive  
 Niemeyer  
 Ferguson  
 Zarzamora (S)  
 Poppy Pl.  
 Airport Blvd.  
 Boudet Pl.  
 Grimes (S)  
 Howard  
 Rio Grande (S)  
 Hallie  
 Government  
 Rosary (S)

THROUGH STREETS

Nebraska  
 Nebraska  
 Nebraska  
 Nebraska  
 Nebraska  
 Nebraska  
 Nebraska  
 Nebraska  
 Mistletoe (W)  
 Nebraska  
 Nebraska  
 Nebraska  
 Brooksdale  
 Brooksdale  
 Brooksdale  
 Brooksdale  
 Rice  
 Brooksdale  
 Nebraska  
 Houston (E)  
 Houston (E)  
 Belknap  
 San Jacinto (N)  
 West Avenue  
 Thirtieth (SW)  
 Warner  
 Sacramento  
 Jewett  
 Twenty-first (SW)  
 Navidad (N)  
 Grimes (N)  
 San Marcos (S)  
 Delaware  
 Denver  
 Florida  
 Willow  
 Carson (E)  
 Delgado  
 Buena Vista  
 Patton  
 Kirk  
 Topeka  
 Stanfield  
 Polairs (N)  
 Mandalay (W)  
 Rosary (S)  
 Avenue "B"  
 Palmetto (N)  
 Palmetto (S)  
 Market  
 El Paso  
 Kentucky  
 Eighteenth (NW)  
 Eighteenth (NW)  
 Bitters  
 One Oak  
 Love Oak  
 Midcrest (E)  
 Crestline  
 Crestline  
 Dignowity  
 Dignowity  
 Burd  
 Mayfield (W)  
 Twentieth (NW)  
 El Paso  
 Neer  
 Candler  
 Candler  
 Commerce (W)  
 Commerce (W)  
 Blanco  
 Diane  
 Diane  
 Diane  
 Diane  
 Diane  
 Diane  
 Diane  
 Diane  
 Diane  
 Rice Road

CROSS STREETS

Cotton  
 Aurelia  
 Bellinger  
 Artesia  
 Latimer  
 Lone Oak  
 Badger  
 West Drive  
 Beulah  
 Bookertee  
 Eva Jo  
 Sterling  
 Dorie  
 Morningview  
 Yucca  
 Brooksdale  
 Lincolnshire  
 Meerscheidt  
 Noblewood  
 Rambling  
 Clower  
 Leal  
 Olmos  
 San Luis  
 Sacramento  
 Warner  
 San Eduardo (S)  
 El Paso  
 Leal  
 Center (N)  
 Perez  
 Mesquite (S)  
 Mesquite (S)  
 Mesquite (S)  
 Quitman  
 Willow  
 Twenty-six (NW)  
 San Dario (S)  
 Barclay  
 Barclay  
 Broadbent  
 Hanna  
 Center  
 Howard  
 Hedges  
 Tenth  
 Dawson  
 Astor  
 Casino  
 Trinity (S)  
 Rouse  
 Laurel (W)  
 McLeod  
 Broadway  
 Midcrest (E)  
 Midcrest (W)  
 Southill  
 Midcrest (E)  
 Midcrest (W)  
 Bethune  
 Casper Walk  
 Prospect  
 Burd  
 Salinas (W)  
 Twenty-ninth (SW)  
 Marchmont Lane  
 McKinley  
 Hicks  
 Thirty-fourth (SW)  
 Thirty-fourth (NW)  
 Loop 13 (NE frontage road)  
 Stoneleigh  
 Seabreeze  
 Lakewood  
 Creekmoor  
 Bernadine  
 Benhan  
 Hershey  
 Wycliff  
 Diane

THROUGH STREET

Camaron  
 Flores (N)  
 Avant  
 Darby  
 San Marcos (N)  
 Michigan  
 Michigan  
 Medford  
 Haggins  
 Dakota  
 Inca  
 Lee Hall  
 Sinclair Road  
 Arroya Vista  
 Santa Paula  
 Mertz  
 Eisenhower  
 Eisenhower  
 School  
 School  
 School  
 Hansford  
 Calgary  
 Isom  
 Jones-Maltsberger  
 Isom  
 Jones-Maltsberger  
 Isom  
 Jones-Maltsberger  
 Lee Hall  
 Santa Paula  
 Warner  
 Laredo (N)  
 Oakridge  
 Waverly  
 Twenty-second (NW)  
 Waverly  
 Grimes (N)  
 Lexington  
 Lexington

CROSS STREET

Poplar (W)  
 Cypress (W)  
 Nopal  
 Barclay  
 Morales  
 Santa Monica  
 Alametos  
 Wynoke  
 Piedmont  
 Polaris (S)  
 Wallace Road  
 Grant  
 Bonair  
 Candelight  
 Hermine  
 Sprucewood  
 Molokai  
 Glendora  
 Naylor  
 Doup  
 Monroe  
 Naylor  
 Gillmore  
 Ramsey Rd. (E)  
 Ramsey Rd. (E)  
 Wolff  
 Wolff  
 Mathilde  
 Isom  
 Warner  
 Gardina  
 Alametos  
 Delgado  
 Lakeridge  
 Goodrich  
 Salinas (W)  
 Rouse  
 Paso Hondo  
 Augusta  
 Camden

5. Section 38-109, Schedule "C", of the City Code of the City of San Antonio, is hereby amended to exclude the following intersections from the said schedule:

## (a) Full four-way stop locations

THROUGH STREETS

Augusta  
 Camden  
 Stadium

CROSS STREETS

Lexington  
 Lexington  
 Mulberry

## (b) Full stop locations

Kellis  
 Mulberry (E)

Cincinnati  
 Ashley  
 West Avenue  
 Brooksdale  
 San Pedro  
 Olmos (W)  
 West Avenue  
 Nopal  
 Grant  
 Warner  
 Leona (N)  
 Leona (S)  
 Fredericksburg

Burkedale  
 Unnamed Park Rd. bet. Ave. "B" and  
 ent. to drive  
 Williams  
 Pleasaton  
 Fresno  
 Nebraska  
 Jackson Keller  
 Warner  
 Locknere  
 Avant  
 Lee Hall  
 Fulton  
 Commerce (W)  
 Commerce (W)  
 Culebra

6. Section 38-110, Schedule "D", of the City Code of the City of San Antonio, entitled "Yield Right-of-way locations" is hereby amended to include the following:

THROUGH STREETS

Pinewood  
 Millwood  
 Errol  
 Errol  
 Errol

CROSS STREETS

Errol  
 Errol  
 Springwood  
 Sandalwood  
 Sprucewood

THROUGH STREETS

Glencrest  
 Glencrest  
 Burkdale  
 Menlo  
 Carolwood  
 Carolwood  
 Prinz  
 Capitol  
 Capitol  
 Slavin  
 Slavin  
 Oakridge  
 Woodlake  
 Shadyview  
 Mandalay (W)  
 Twenty-fourth (NW)  
 Dewhurst  
 Alastair  
 Alastair  
 Alastair  
 Lillita  
 Baywater  
 Pollydale

CROSS STREETS

Northhaven  
 Shadyview  
 Kellis  
 Kellis  
 Mt. Eden  
 Melissa  
 Grey Oak  
 Mulberry (W)  
 Huisache (W)  
 Parkridge  
 Hallmark  
 Lakeridge  
 Shadyview  
 Edgevale  
 Oran  
 S. side of Island S. of Culebra  
 Trudell  
 Creekmoor  
 Hershey  
 Lakewood  
 Wallace Rd.  
 Chedder  
 Ferrington

7. Section 38-110, Schedule "D", of the City Code of the City of San Antonio, entitled "Yield right-of-way locations" is hereby amended to exclude the following intersections:

THROUGH STREETS

Edison  
 Lee Hall  
 Grotto  
 Jones-Maltsberger  
 Jones-Maltsberger  
 Jones-Maltsberger  
 Jones-Maltsberger  
 Lockhill-Selma  
 Lockhill-Selma  
 Lockhill-Selma  
 Lockhill-Selma  
 Semlinger  
 Hillcrest (E)  
 Santa Paula  
 Capitol  
 Capitol  
 Hillcrest (E)  
 Barbet  
 Florida  
 Polaris (N)  
 Mertz  
 Calgary  
 Santa Paula  
 Oakridge  
 Jones-Maltsberger

CROSS STREETS

Buckeye  
 Buckeye  
 Verda Mae  
 Millwood  
 Sprucewood  
 Pinewood  
 Sandalwood  
 Prinz  
 Tamworth  
 Briarcliff  
 Northcrest  
 Rice  
 Willowbrook  
 Crestline  
 Padgett  
 Clubhill  
 Longridge  
 Midcrest  
 Shadyview  
 Crestview  
 Glencrest  
 Royal  
 Inspiration  
 Highview  
 Gardina  
 Mulberry  
 Huisache  
 McNeel  
 Sullivan  
 Mesquite (S)  
 Center  
 Sprucewood  
 Gillmore  
 Hermine  
 Lakeridge  
 Rexford

8. Section 38-111, Schedule "E", of the City Code of the City of San Antonio, entitled "Speed Limits" is hereby amended to include the following:

<u>STREET</u>	<u>EXTENT</u>	<u>SPEED</u>
U.S. 87 (Rigsby)	Clark to Amanda	35
I. H. 35	(SW) Military to City Limits	55 night 60 day

9. Section 38-111, Schedule "E", of the City Code of the City of San Antonio, entitled "Speed Limits" is hereby amended to exclude the following:

<u>STREET</u>	<u>EXTENT</u>	<u>SPEED</u>
---------------	---------------	--------------

<u>STREET</u>	<u>EXTENT</u>	<u>SPEED</u>
Pan-Am Expressway	(SW) Military to Palo Alto	45
Pan-Am Expressway	Palo Alto to City Limits	55

10. Section 38-112, Schedule "F", of the City Code of the City of San Antonio, entitled "Parking Meter Zones", is hereby amended to include the following:

<u>STREET</u>	<u>INCLUSIVE BLOCK</u>	<u>EXTENT</u>	<u>SIDE</u>
(a) Sixty Minute			
Broadway (S)	100-200 (S)	(E) Houston to (E) Commerce	Both
Broadway (S)	300 (S)	(E) Houston to (E) Commerce	Both

11. Section 38-112, Schedule "F", of the City Code of the City of San Antonio entitled "Parking Meter Zones" is hereby amended to exclude the following:

<u>STREET</u>	<u>INCLUSIVE BLOCK</u>	<u>EXTENT</u>	<u>SIDE</u>
(a) Sixty Minute			
Broadway (S)	100 (S) - 100 (N)	(E) Market to (E) Houston	Both

12. Section 38-113, Schedule "G", of the City Code of the City of San Antonio entitled "Praking prohibited at all times" is hereby amended to include the following locations:

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
Hickman	Blanco to Fredericksburg Road	Odd
Crockett (E)	(N) Walnut to (N) Cherry	Both
Alamo	Casa Blanca to 13th	Odd
Alamo	Casa Blanca to Duval	Even
Market	Yturri to (S) St. Marys	Even
Locust (E)	(N) St. Marys to (E) Elmira	Even
Western	(NE) Military to Northern	Both
Northern	Airport Blvd. to Western	Both
Alamo (S)	(S) Flores to Probandt	Even
Probandt	(S) Alamo to (E) Cevallos	Odd
Eleanor	Broadway to Margaret	Even

13. Section 38-114, Schedule "H", of the City Code of the City of San Antonio, entitled "Stopping, standing, or parking prohibited during certain streets" is hereby amended to include the following streets:

(a) 7 a.m. to 9 a.m.

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
Pecos (S)	(W) Commerce to Buena Vista	Odd
St. Cloud	Bandera Rd. to Babcock	Odd

(b) 4 p.m. to 6 p.m.

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
St. Cloud	Bandera Rd. to Babcock	Even

(c) 7 a.m. to 9 a.m. to 4 p.m. to 6 p.m.

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
Pecos (S)	(W) Martin to (W) Commerce	Odd

14. Section 38-114, Schedule "H", of the City Code of the City of San Antonio, entitled "Stopping, standing, or parking prohibited during certain hours on certain streets" is hereby amended to exclude the following streets:

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
(c) 7 a.m. to 9 a.m. to 4 p.m. to 6 p.m.		
Pecos (S)	(W) Martin to Buena Vista	Odd
Commerce (E)	St. Joseph to (S) Alamo	Even

15. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 393

AMENDING ORDINANCE #28701, WHICH GRANTS TO THE FIESTA SAN ANTONIO COMMISSION A LICENSE TO USE CERTAIN STREETS ANAD PLAZAS, TO ALLOW CONCESSIONS TO BE PLACED ON PORTIONS OF MAIN AVENUE FOR A DISTANCE TO BE DETERMINED BY THE TRAFFIC ENGINEER OF THE CITY OF SAN ANTONIO:

\* \* \* \* \*

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

1. Ordinance #28701, passed and approved by the City Council on July 14, 1960, is hereby amended and Paragraph 1 (a) (3) shall hereinafter read as follows:

It is expressly understood that no concessions are to be placed on the Soledad Street right-of-way or on the Dwyer Street right-of-way. It is further understood that no motor vehicle will be driven on the park in front of the Courthouse at any time, and that no rides, concessions or stands of any nature or any kind shall be placed on said park at any time.

2. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 394

ACCEPTING THE PROPOSAL OF THE STATE OF TEXAS (TEXAS HIGHWAY DEPARTMENT) EXPRESSED IN TEXAS HIGHWAY COMMISSION MINUTE ORDER #49323 DESIGNATING BLANCO ROAD A FARM TO MARKET ROAD FROM LOOP 410 IN SAN ANTONIO NORTH TO THE CAMP BULLIS ENTRANCE AND MANIFESTING THE CITY'S INTENT TO FURNISH RIGHT OF WAY FOR SAID ROAD WITHIN THE CITY LIMITS OF SAN ANTONIO.

\* \* \* \* \*

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

1. The proposal of the State of Texas (Texas Highway Department) expressed by Texas Highway Commission Minute Order #49323 dated March 22, 1961, which designated a Farm to Market Road from Loop 410 in San Antonio North to the Camp Bullis entrance in hereby accepted.

2. The City of San Antonio hereby manifests its intent to furnish right of way for said Farm to Market Road within the City limits of San Antonio free of cost to the State of Texas.

3. PASSED AND APPROVED This 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

*Amended  
by Ord 33522  
July 22, 1965*

AN ORDINANCE 29, 395 ✓

AMENDING ORDINANCE #29185 PASSED AND APPROVED DECEMBER 29, 1960, WHICH GRANTED THE CITY PERMISSION TO USE AND OCCUPY CERTAIN LAND AND BUILDINGS AT INTERNATIONAL AIRPORT AS A SERVICE CENTER AND MAINTENANCE SHOP SUBJECT TO THE APPROVAL OF THE FEDERAL AVIATION AGENCY TO PROVIDE FOR SPECIFIC RENTALS TO BE PAID BY THE CITY INTO THE AIRPORT REVENUE FUND FOR SUCH USE.

\* \* \* \* \*

WHEREAS, Ordinance #29185 passed and approved December 29, 1960, granted the City permission to use certain premises at International Airport for a five-year period for use as a service center and maintenance shop subject to the approval of the Federal Aviation Agency; and,

WHEREAS, the Federal Aviation Agency has indicated that specific rentals be stipulated by the City and placed in the Airport Revenue Fund for the duration of said agreement; NOW, THEREFORE:

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

1. Paragraph 2 of Ordinance 29,185 passed and approved December 29, 1960, is hereby amended to read as follows:

"2. City shall pay a rental fee of \$.01 per square foot per year on the premises herein demised, and in addition shall provide street paving, curb repairs and traffic light and signs maintenance services. All rentals paid by the City for the permission herein granted shall be paid into the Airport Revenue Fund."

2. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 396

AUTHORIZING THE PLACEMENT OF MUNICIPAL ADVERTISING IN NATIONAL AND REGIONAL PUBLICATIONS AND AUTHORIZING PAYMENT TO CLAUDE ANIOL & ASSOCIATES OUT OF ACCOUNT #19-02-01, OBJECT CODE #2-62, IN THE AMOUNT OF \$16,201.94.

\* \* \* \* \*

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

1. Payment of \$16,201.94 out of Account #19-02-01, Object Code #2-62, to Claude Aniol and Associates for the placing of municipa advertising is hereby authorized as follows:

a. April 26 Newspapers Fiesta/Texas Open Spring Vacation ads (24 inch ads) \$ 2,459.52

- Wall Street Journal, SW Edition
- Dallas Times Herald
- Dallas News
- Fort Worth Star Telegram
- Fort Worth Press
- Houston Post
- Houston Chronical
- Beaumont Enterprise
- Corpus Christi Caller Times
- San Angelo Standard Times
- Waco Tribune Herald
- Rio Grande Valley Group
- Alice Echo
- Cuero Record
- Del Rio News Herald
- Big Springs Herald
- Midland Reporter Telegram
- Edinburg Review
- Gonzales Inquirer
- Kerrville Times
- Temple Telegram
- Victoria Advocate
- Abilene Reporter News

Laredo Times  
Austin American Statesman  
Odessa American

b. May 21 Midwest & SW Newspapers (17 in. ad) \$ 4,726.21

Chicago Tribune & American  
Chicago Sun Times & Daily News  
Cleveland Plain Dealer  
Cleveland Press  
Cincinnati Enquirer  
Cincinnati Post Times  
Des Moines Register  
Indianapolis Star News  
Kansas City Star  
Minneapolis Star Tribune  
Omaha World Herald  
Milwaukee Journal  
Milwaukee Sentinel  
St. Louis Post Dispatch  
St. Louis Globe Democrat  
Tulsa World  
Oklahoma City Oklahoman  
Denver Post  
Rocky Mountain News, Denver

c. June 21 Midwest & SW Newspapers (17 in. ads) \$ 4,726.21

Chicago Tribune & American  
Chicago Sun Times & Daily News  
Cleveland Plain Dealer  
Cleveland Press  
Cincinnati Enquirer  
Cincinnati Post Times  
Des Moines Register  
Indianapolis Star News  
Kansas City Star  
Minneapolis Star Tribune  
Omaha World Herald  
Milwaukee Journal  
Milwaukee Sentinel  
St. Louis Post Dispatch  
St. Louis Globe Democrat  
Tulso World  
Oklahoma City Oklahoman  
Denver Post  
Rocky Mountain News, Denver

d. July 1/3 page July Regional Editions of Woman's Day \$ 4,290.00  
TOTAL \$16,201.94

2. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 397

AUTHORIZING THE PLACING OF MUNICIPAL ADVERTISING IN POPULAR PHOTOGRAPHY AND AUTHORIZING LAYOUT, ART, ENGRAVING, COMPOSITION AND REPRODUCTION WORK IN CONNECTION WITH MUNICIPAL ADVERTISING AND FURTHER AUTHORIZING PAYMENT TO CLAUDE ANIOL AND ASSOCIATES OF \$2856.29 OUT OF ACCOUNT#19-02-01, OBJECT CODE #2-62, IN CONNECTION THEREWITH.

\* \* \* \* \*

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

1. Payment of \$840.00, out of Account #19-02-01, Object Code #2-62, to Claude Aniol & Associates, for 1/3 page of municipal advertising in Popular Photography is hereby authorized.

2. Payment of \$2016.29, out of Account #19-02-01, Object Code #2-62, to Claude Aniol & Associates, for layout, art, engraving, composition and reproduction work is hereby authorized as follows:

Layout & finished art, composition and reproduction negatives <u>Life in Mexico</u> ad "San Antonio le brinda su hospitalidad hogarena" etc.	\$ 94.25
Layout and finished art, composition, and reproduction negatives <u>Life in Mexico</u> ad "Le encantara una visitor festiva en San Antonio.	\$127.72
Layout and finish art, composition and reproduction negatives <u>Life in Mexico</u> "Museo, Musica, Moda"	132.67
Art, composition and engravings for <u>Holiday</u> ad "More than an adventure when you see historic San Antonio"	128.83
Art, composition, engraving May Holiday ad "Read about it, Visitors rave about it"	123.35
Art, composition, engraving for <u>newspaper</u> ads "Follow the Fun & Sun to San Antonio"	155.06
Art, composition, engraving for ad in <u>Instructor</u> "A visit to San Antonio, You'll look forward to the trip"	148.16
Art, composition, engraving for ad in <u>Redbook</u> "This Free Book Tells Why"	134.30
Art, composition, engraving for ad in <u>National Georgraphic</u> "Take 20 seconds to fill in coupon"	108.36
Art, composition, engraving for ad in <u>Popular Photography</u> "There's more to shoot, more to share"	131.76
Art, composition, engraving for ad in <u>Texas Outlook</u> "A Visit to See San Antonio is an Education in Itself"	179.75
Art, composition, engraving for ad in <u>Texas Outlook</u> "A Visit to See San Antonio is an Education in Itself"	260.00
Layout and finished art and engraving for ad for <u>Popular Photography</u> "See San Antonio and see what develops"	120.28
Layout and finished art and engraving ad for <u>Sunset</u>	48.20
Layout and finished art and reproduction negatives May <u>Life in Mexico</u> "May is Magnificent in San Antonio"	<u>123.60</u>
TOTAL	\$2016.29

3. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 398

APPROPRIATING \$4,370.00 OUT OF INTERNATIONAL AIR-  
PORT BOND AND CONSTRUCTION FUND #803-02, FAA  
P 9-41-080-5709, PAYABLE TO FRED HUNTRESS, COUNTY  
CLERK SUBJECT TO THE ORDER OF OSCAR ANDERSON AND  
WIFE, FIDELIA ANDERSON, AS FINAL JUDGMENT IN  
CONDEMNATION CAUSE #1183 IN THE COUNTY COURT OF  
BEXAR COUNTY TEXAS.

\* \* \* \* \*

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

1. The sum of \$4,370.00 is hereby appropriated out of International Airport Bond and Construction Fund #803-02, FAA P 9-41-080-5709, payable to Fred Huntress, County Clerk, subject to the order of Oscar Anderson and wife, Fidelia Anderson, as final judgment in Condemnation Casue #1183 in the County Court of Bexar County, Texas.

2. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 399 ✓

APPROPRIATING \$8,500;00 OUT OF EXPRESSWAY AND STREET IMPROVEMENT BOND, SERIES 1955, #478-01, PAYABLE TO GEORGE FOREMAN AND HIS ATTORNEY, PAT CAMP, AS FULL AND FINAL SETTLEMENT OF THE CONDEMNATION CASE, CITY OF SAN ANTONIO VS. GEORGE FOREMAN.

\* \* \* \* \*

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

- 1. \$8,500.00 is hereby appropriated out of Expressway and Street Improvement Bond, Series 1955, #478-01, payable to George Foreman and his attorney, Pat Camp, as full and final settlement of Condemnation Case No. 48,692, City of San Antonio vs. George Foreman, This amount is not to be tendered until a satisfactory judgment of the case has been entered.
- 2. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 400

APPROPRIATING THE SUM OF \$3,000.00 OUT OF #479-03, STORM DRAINAGE IMPROVEMENT BOND FUND, 1955, FOR PURCHASE OF LOTS 91 THROUGH 94, NCB 1106 FROM A. H. AND T. P. OTTERSTETTER, FOR STORM DRAINAGE PURPOSES, AND ACCEPTING A DEED FROM A. H. AND T. P. OTTERSTETTER TO SAID LOTS.

\* \* \* \* \*

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

- 1. The sum of \$3,000.00 is hereby appropriated out of #479-03, Storm Drainage Improvement Bond Fund, 1955, in payment to A. H. and T. P. Otterstetter for the fee simple title to Lots 91 through 94, NCB 1106, said land to be used for flood drainage purposes.
- 2. The general warranty deed from A. H. and T. P. Otterstetter which conveys the subject land to the City of San Antonio and which is attached hereto, marked "Exhibit A" and expressly made a part hereof, is hereby accepted.
- 3.. PASSED AND APPROVED this 20th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 401 ✓

AUTHORIZING THE CITY MANAGER OR HIS REPRESENTATIVE TO EXECUTE RECOMMENDATIONS OF VALUES TO THE TEXAS HIGHWAY DEPARTMENT ON U.S. HIGHWAY 90 WEST PROJECT.

\* \* \* \* \*

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

- 1. The City Manager, or his representative designated by the City Manager, is hereby authorized to sign recommendations of values on parcels to be acquired for U.S. 90 West Expressway, Project R.W. 8015-1-8, pursuant to the contractual agreement for right-of-way procurement executed by the City of San Antonio and the Texas Highway Department dated January 13, 1961.
- 2. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

## AN ORDINANCE 29, 402

GRANTING TAX EXEMPTION OF CERTAIN PROPERTIES  
OWNED BY VARIOUS CHURCH ORGANIZATIONS AND  
SCHOOLS.

\* \* \* \* \*

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

1. That the property owned by the Riverside Baptist Church, the same being Lot 8, Block 1, New City Block 3065, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

2. That the property owned by the Huisache Avenue Baptist Church, the same being Lots 8, 9, 10, Blk. 45, New City Block 2738 and the S. 13.5' of 11 and all of 12, New City Block 3246; Lot 9 only exempt, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 1959 and 1960, at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

3. That the property owned by the St. Paul Methodist Church, the same being Lot 4, Blk. 4, New City Block 591, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 ~~rolls-of-the-city-of-san-antonio~~ year 1957 through 1960, at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

4. That the property owned by the Harlandale Baptist Church, the same being Lots 29, 30, 31 and 32, Blk. 22, New City Block 1710, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

5. That the property owned by the Ravenhill Baptist Church, the same being Lot 80, New City Block 9493, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

6. That the property owned by the Presbytery of Austin of the Presbyterian Church in the U. S. A., the same being Lot 8, Blk. 10, New City Block 12480, save and except a strip of land 13' in width along and parallel to Callaghan Road, 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, 1961, 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, 1959 and 1960, at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

7. That the property owned by the Bellaire Christian Church, the same being Lot 16, Blk. 13, New City Block 10807, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation; said assessment is hereby found to be void and the same shall be deleted from the rolls.

8. That the property owned by the Free Methodist Church, the same being Lots 1, 2, 12 and 13, Blk. 8, New City Block 2254, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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, Lots 1 and 2, for the tax years 1926 and 1933 through 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls' and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property, Lots 12 and 13, for the tax years 1933 through 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

9. That the property owned by the St. John Baptist Church, the same being Lot 19, Blk. 18, New City Block 8562, 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, 1961, 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 1956 through 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

10. That the properties owned by the Houston Terrace Church of Christ, the same being Lot 3, Blk. 7, New City Block 12597 and Lot 29, Blk. 14, New City Block 12604, located in the City of San Antonio, Bexar County, Texas, be and the same are 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 properties are hereby exempt from taxation effective June 1, 1961, and to continue from year to year as long as said properties continue 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 properties for the tax year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

11. That the property owned by the Board of Trustees of the Highlands Assembly of God Church, the same being Lot 12, Blk. 5, New City Block 13079, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

12. That the property owned by the North East Baptist Church, the same being Lot 15, New City Block 13146, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

13. That the property owned by the Epiphany Methodist Church, the same being Lot 3, Block 9, New City Block 13222, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year

1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

14. That the property owned by the Society of Mary, Province of St. Louis - Central Catholic High School, the same being Lot 6 and the East one-half of Lot 5, New City Block 848, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

15. That the property owned by the St. Mark Independent Methodist Church, the same being Lot 3, Blk. 18, New City Block 8994, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

16. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Part of Tract 2 (8.17 acres) and W. Irr. Part of Tract 2 (0.776 Acres), New City Block A-24, 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, 1961, 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 1959 and 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

17. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being the E. 56.9' of S. 13.5' of N. 174.5' of A98, out of Lot 1, N.-1/2 of OCL 179, New City Block A-34, 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

18. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Part of Lot 2 (0.420 AC.) A-9, New City Block A-34, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

19. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being the E. 30' of W. 60' of S. 75' of N. 150' of Lot 2, New City Block A-34, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

20. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being the E. 40' of the W. 96.9' of the S. 75' of Lot 2, ARB A-9, New City Block A-34, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

21. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being the W. 56.9' of the S. 158' of Lot 2 (Part of A-9) out of the N-1/2 of OCL 179, New City Block A-34, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

22. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lot Cir. 4, ARB A-4, Block 7, New City Block 1507, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

23. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lots 33 and 34, Blk. 3, New City Block 7291, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

24. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lots 3 through 8, Block 1, New City Block 8091, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

25. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lot A-22, New City Block 10615, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

26. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being the N. 814.14' of the S. 1014.14' of the West Irr. 340.46' of Tract 1 (6 acres) New City Block 11067, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

27. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being the E. 2 acres of Tract 10 (10-C), New City Block 11155, located

in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

28. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lot 11, New City Block 11155, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

29. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being E. Irr. 374.37' of N. Irr. 522' of Tract 1 and Part of Tract B (4.089 Acres) New City Block 11268, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of 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, 1961, 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 year 1960 at which time said property was of an exempt character and not subject to taxation, said assessment is hereby found to be void and the same shall be deleted from the rolls.

PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 403

ACCEPTING THE PROPOSAL OF GILLIS-HOOD SECURITY WAREHOUSE FOR THE TRANSPORTATION OF VOTING MACHINES TO BE USED IN THE RUN-OFF ELECTION APRIL 18, 1961; AND AUTHORIZING PAYMENT FROM GENERAL ACCOUNT #03-02-01 IN CONNECTION THEREWITH.

\* \* \* \* \*

WHEREAS, it was impossible to advertise for bids for the transportation of voting machines to be used in the City run-off election April 18, 1961, as it was uncertain whether said machines would be released by a Court of competent jurisdiction in time for said run-off election; and,

WHEREAS, it was impossible to determine in advance how many machines would be used in said election; and,

WHEREAS, as soon as said matters were definite, informal bids were submitted for the transportation of said machines by five local movers; and,

WHEREAS, the bid of Gillis-Hood Security Warehouse, 1310 S. Brazos Street, San Antonio, Texas, was the low bid submitted; NOW, THEREFORE:

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

1. The low bid of Gillis-Hood Security Warehouse for the transportation of approximately 150 voting machines, round trip to 126 locations for use in the City run-off election April 18, 1961, is hereby accepted.

2. Payment to Gillis-Hood Security Warehouse at the rate of \$7.40 per voting machine is hereby authorized from General Fund Account #03-02-01.

3. PASSED AND APPROVED this 13th day of April, 1961.

ATTEST: J. FRANK GALLAGHER  
City Clerk

J. EDWIN KUYKENDALL, M A Y O R

AN ORDINANCE 29, 404

APPROPRIATING AN ADDITIONAL \$1,745.62 PAYABLE TO H. B. ZACHRY COMPANY AND \$491.14 PAYABLE TO BERETTA, GREENSLADE & ASSOCIATES, OUT OF #479-10 STREET IMPROVEMENT BONDS, FOR SERVICES IN CONNECTION WITH THE RECONSTRUCTION AND RESURFACING OF McCULLOUGH AVENUE FROM CYPRESS TO NORWOOD COURT.

\*\*\*\*\*

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

1. The following additional sums are hereby appropriated out of #479-10, Street Improvement Bonds, to cover an excess in the original contract price of the reconstruction and resurfacing of McCullough Avenue from Cypress to Norwood Court;

(a) \$1,745.62 payable to H. B. Zachry Company;

(b) \$ 491.14 payable to Beretta, Greenslade and Associates, Consulting Engineers.

2. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 405

*Amended  
1-31-62  
Ord 30093*

AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, THE TEXAS AGRICULTURAL EXPERIMENT STATION AND THE SOIL CONSERVATION SERVICE (U.S. DEPARTMENT OF AGRICULTURE) FOR A SOIL SURVEY OF A PORTION OF BEXAR COUNTY; AND AUTHORIZING THE TRANSFER OF \$8,900.00 FROM THE CONTINGENCY ACCOUNT OF THE 1960-61 GENERAL FUND TO SPECIAL PROJECTS ACCOUNT #50-17-01, IN CONNECTION THEREWITH.

\*\*\*\*\*

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

1. The City Manager is hereby authorized to execute a cooperative agreement between the City of San Antonio, the Texas Agricultural Experiment Station and the Soil Conservation Service (U. S. Department of Agriculture) for the conduct of a soil survey of a portion of Bexar County.

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

3. Transfer of the sum of \$8,900.00 is authorized from the Contingency Account of the 1960-61 General Fund to Special Projects Account #50-17-01, for the payment to the Soil Conservation Service, United States Department of Agriculture, in connection with the agreement authorized in Paragraph 1 above.

4. The City Water Board and the City Public Service Board shall reimburse the City of San Antonio in the amount of \$2,967.00, each, as their share in the cost of the survey mentioned in Paragraph 1 above.

5. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

COOPERATIVE AGREEMENT  
BETWEEN THE  
CITY OF SAN ANTONIO, TEXAS  
TEXAS AGRICULTURAL EXPERIMENT STATION  
AND  
SOIL CONSERVATION SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE

RELATIVE TO: Soil Survey of a portion of Bexar County, Texas

THIS AGREEMENT, made and entered into this 13th day of April, 1961, by and between the City Council of the City of San Antonio, Texas (hereinafter referred to as the "City"), the Texas Agricultural Experiment Station (hereinafter referred to as the "Experiment Station"), and the United States of America, acting by and through the Soil Conservation Service of the United States Department of Agriculture (hereinafter referred to as the "Service").

AUTHORITY: Public Law 46 - 74th Congress (16 USC 590a-f).

WITNESSETH

WHEREAS, the City, the Experiment Station, and the Service are desirous of entering into a cooperative agreement relating to making of soil surveys on approximately 178,000 acres of land in Bexar County, Texas (hereinafter referred to as the "Survey area"); and

WHEREAS, the City is desirous of obtaining advance copies of the soil survey field sheets and special data for this survey area beyond that normally required for a standard soil survey.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the parties hereto do agree with each other as follows:

1. THE CITY AGREES:

- A. To reimburse to the Service the cost of all services performed by the Service itemized under Item 2 of the Agreement over and above that normally provided by the Service in completing the Soil Survey of Bexar County, Texas, which is now in progress.
- (1) Services to be reimbursed by the City will include salaries and expenses of Service Personnel engaged in the special work, Cartographic services and; supplies, equipment and other costs incidental to performing the extra survey services.
  - (2) Reimbursements to the Service will be made promptly by check, money order or cash upon receipt of billings from the Service which will be rendered as of June 30, and at the completion of the survey; provided, that the aggregate of such billings shall not exceed \$8,900, the agreed upon estimated extra cost to the Service.

2. THE SERVICE AGREES:

- A. To complete the soil survey of the survey area in the course of completing the soil survey of Bexar County, Texas, now in progress.
- B. To provide the City three sets of reproductions of the first draft aerial photo field sheets for the survey area, 1959-60 flight, scale 1" equals 660', as soon as available but not later than 12 months from the date of this Agreement.
- C. To provide the City all information normally gathered in the course of the soil survey now in progress for Bexar County, Texas, and in addition, the following special data and additional information.
- (1) Information based on sufficient deep borings to characterize the soils to a depth of 10 feet, or to rock.
  - (2) Extra symbols on the field sheets, based on field examinations, to show depth to rock with greater detail than normal agricultural mapping.
  - (3) Additional delineations to show the usual slope phases in those parts of the survey area where mapping units now show less detail.
  - (4) Information to characterize all soils as to soil resistivity at 4 foot depth, based on sufficient field measurements and notes.
  - (5) Information on any observable correlation of soil to corrosion of gas and water pipes.
  - (6) Special interpretations and descriptions of soils as would apply and be useful to urban planning.
- D. To bill the City in accordance with Item 1.A(1) and 1.A(2) above.

THE EXPERIMENT STATION AGREES:

- A. To collaborate with the Service in reviewing the work of the survey party so that the resulting data will be coordinated with the soil surveys in the State of Texas and will accurately reflect soil conditions in Bexar County of said State.

3. IT IS MUTUALLY AGREED:

- A. The term of this Agreement shall be effective from the date of execution by the parties hereto through June 30, 1961.
- B. In the event all work contemplated under this Agreement is not completed by June 30, 1961, the Agreement may be renewed by mutual consent of the parties hereto contingent upon appropriations by the Congress of the United States which may be legally obligated by the Service for the purpose of completing its work involved in the soil survey herein described.
- C. This Agreement may be terminated upon 30 days written notice by either party.
- D. No member of Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

TEXAS AGRICULTURAL EXPERIMENT STATION

BY /s/ R. D. Lewis  
Director

CITY COUNCIL, CITY OF SAN ANTONIO

BY /s/ Charles F. Bissett  
Chief Administrative Assistant  
to the City Manager

This action authorized at an official meeting of the City Council on the 13th day of April, 1961, at San Antonio, Texas.

Attest; J. Frank Gallagher  
City Clerk

SOIL CONSERVATION SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE

By /s/ H. N. Smith  
State Conservationist

AN ORDINANCE 29, 406

AUTHORIZING CERTAIN EXTRA WORK IN THE ADDITIONS AND ALTERATIONS TO THE TERMINAL BUILDING AT INTERNATIONAL AIRPORT PROJECT; AND APPROPRIATING \$8,990.00 OUT OF FUND 803-04 FEDERAL AIRPORT AID PROJECT 9-41-080-6011 PAYABLE TO D. F. ORTS FOR SAID EXTRA WORK; AND APPROPRIATING \$6,000.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT FOR SAID PROJECT.

\* \* \* \* \*

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

- 1. The "extra work" consisting of the addition of partitions and changes in outside door ramp locations at the Terminal Building at International Airport is hereby authorized and approved.
- 2. The following sums are hereby appropriated out of Fund 803-04 Federal Airport Aid Project 9-41-080-6011:
  - a. \$8,990.00 payable to D. F. Orts Construction Company for the extra work authorized in Paragraph 1 above; and,
  - b. \$6,000.00 to be used as a Miscellaneous Expenses Contingency Account for the Terminal expansion project.
- 3. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN-ORDINANCE-297-407

~~ACCEPTING-THE-TWO-LOW-BIDS-OF-KILLIAN-HOUSE~~

## AN ORDINANCE 29, 407

ACCEPTING THE TWO LOW BIDS OF KILLIAN HOUSE COMPANY FOR THE CONSTRUCTION OF AN APRON EXPANSION PROJECT F.A.A.P. 9-41-080-6011, AND A TAXIWAY RUN-UP PAD F.A.A.P. 9-41-080-6012 AT INTERNATIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE TWO CONTRACTS; AND APPROPRIATING \$52,053.12 PAYABLE TO KILLIAN HOUSE COMPANY AND \$1,000.00 MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT OUT OF AIRPORT BOND AND CONSTRUCTION FUND NO. 803-04 FAA PROJECT 9-41-080-6011; AND APPROPRIATING \$23,228.23 PAYABLE TO KILLIAN HOUSE COMPANY AND A \$1,000.00 MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT OUT OF AIRPORT BOND AND CONSTRUCTION FUND NO. 803-05 OUT OF AIRPORT BOND AND CONSTRUCTION FUND NO. 803-05 FAA PROJECT 9-41-080-6012.

\* \* \* \* \*

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

1. The two low bids of Killian House Company for the construction of the Apron Expansion Project (F.A.A.P. 9-41-080-6011) in the amount of \$52,053.12, and the construction of the Taxiway Run-up Pad, at International Airport, in the amount of \$23,228.23 (FAAP 9-41-080-6012) are hereby accepted.

2. The City Manager is hereby authorized to execute the attached two construction contracts with Killian House Company for the work of the projects enumerated in Paragraph 1 above.

3. The following sums are hereby appropriated out of Airport Bond and Construction Fund No. 803-04 (FAA Project 9-41-080-6011) in connection with the Apron Expansion Project:

- a. \$52,053.12 payable to Killian House Company;
- b. \$1,000.00 as a Miscellaneous Expenses Contingency Account.

4. The following sums are hereby appropriated out of Airport Bond and Construction Fund No. 803-05 (FAA Project 9-41-080-6012) in connection with the Taxiway Run-Up Pad Project:

- a. \$23,228.23 payable to Killian House Company;
- b. \$1,000.00 to be used as a Miscellaneous Expenses Contingency Account.

5. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

A RESOLUTION

MAKING CERTAIN FINDINGS CONCERNING THE URBAN RENEWAL AREA ENCOMPASSED BY CENTRAL WEST AREA, PROJECT I BEING PROJECT NO. TEXAS R. 39.

\* \* \* \* \*

WHEREAS, the Urban Renewal Plan for Central West Area, Project I, Project No. Texas R. 39, in the City of San Antonio, Texas, has been approved by the City Council after a duly advertised public hearing; and

WHEREAS, in order to exercise the powers of eminent domain conferred upon cities and local urban renewal agencies by Article 1269L-3, Sec (10), Vernon's Annotated Civil Statutes of Texas, certain findings must be made by the City Council by means of a resolution duly adopted; and,

WHEREAS the Council has made detailed studies of the location, physical condition of structures, land use, and the social, cultural and economic conditions of the Central West Area, Project I and has determined said area to be a slum and blighted area; NOW, THEREFORE:

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

1. It is hereby found and determined that the area encompassed by Central West Area Project I is a slum and blighted area, and,

- a. That the rehabilitation of such section without clearance would be impractical, infeasible and ineffective based upon this Council's finding that at least fifty per cent (50%) of the structures in Central West Area Project I are dilapidated beyond the point of feasible rehabilitation, or are otherwise unfit for rehabilitation; and,
- b. That there exist other blighting characteristics, such as overcrowding of structures on the land, mixed uses of structures, narrow, crooked, inconvenient, congested, unsafe and otherwise deficient streets, and deficiencies in public utilities and recreational and community facilities.

2. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 408

APPOINTING OFFICIALS OF ELECTION FOR APRIL 18, 1961.

\* \* \* \* \*

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

1. That the persons whose names appear on the schedule marked Exhibit "A" attached hereto and made a part hereof, be and the same are hereby selected, elected and appointed to be election officers to act in the capacity specified to hold the election on the 18th day of April, 1961, at the voting places in the precincts in the City of San Antonio fixed and established, said voting places being specified in the Proclamation and Notice of Election on the 6th day of April, A.D. 1961.

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

3. PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

OFFICIALS FOR APRIL 18TH, 1961

PRECINCT NO. 1

P. J.	Mrs. Corine Gonzales	323 S. Laredo
Clerk	Mrs. Sarah Hoyer	442 Dwyer
Clerk	Mrs. Josephine Kingston	121 City Street

PRECINCT NO. 2

P. J.	Mrs. A. G. Pickard	204 W. Cevallos
Clerk	Mrs. Tomasa J. Cuellar	327 Simon
Clerk	Mrs. R. L. Firzsimon	1610 S. Flores

PRECINCT NO. 3

P. J.	Mrs. Ruth Neal	308 E. Franciscan
Clerk	Mrs. Mary Dove Vincius	420 W. Baylor
Clerk	Mrs. Lora Nell	223 Tipton
<del>Clerk</del>		

PRECINCT NO. 4

P. J.	Mrs. Pearl Rutherford	110 Custer
Clerk	Dorothy Weynand	110 Gladstone
Clerk	Mrs. Myrtle Randolph	214 E. Hafer

PRECINCT NO. 5

P. J.	Mrs. Georgia Meehan	231 Laclede
Clerk	Lillie C. Tejada	730 Pleasanton Road
Clerk	Charles Baylor	346 Stonewall

PRECINCT NO. 6

P. J.	Mrs. Pat Pritchett	511 Pacific
Clerk	Mrs. Barbara Hollembeck	515 Pacific
Clerk	Mrs. Dorothy Starnes	122 Ravenhill

PRECINCT NO. 7

P. J.	Mrs. Madeline Misner	434 Gerald
Clerk	Mrs. thelma Campbell	502 W. Pyron

Clerk	Mrs. Ella Moehle	434 Gerald
Clerk	Mrs. Stella Lewis	210 Tennessee
PRECINCT NO. 8		
P. J.	Martha Baker	210 W. Hart
Clerk	Estella Castro	122 Humboldt
Clerk	Lula Hunter	616 Stonewall
Clerk	Betty M. Perry	216 W. Hart
PRECINCT NO. 9		
P. J.	Mrs. Fannie Barley	518 Fay Avenue
Clerk	Mrs. Mary Blonar	109 Dacus
Clerk	Mrs. Nannie Nabors	428 Fay
PRECINCT NO. 10		
P. J.	Mrs. Sarah Stone	751 Cavalier
Clerk	Mrs. Alma Hawkes	435 Ellana Claire
Clerk	Mrs. O. W. Lawson	919 Jennings
PRECINCT NO. 11		
P. J.	Elizabeth Cotulla	201 Thompson Place
Clerk	Mrs. Georgia Hovat	358 Barrett Place
Clerk	Mrs. Sarah Gullick	418 Taft Blvd.
Clerk	Mrs. Oscar Guerra	525 Thompson Place
PRECINCT NO. 12		
P. J.	Mrs. Sophie Maly	2427 S. Brazos
Clerk	Tillie M. Lagier	115 Wingate
Clerk	Diana Lewis	418 Floyd Avenue
PRECINCT NO. 13		
P. J.	Mrs. Ella McDonald	1511 Durango
Clerk	Conception Sanchez	119 S. Comal
Clerk	Nancy Vasquez	1310 San Luis
PRECINCT NO. 14		
P. J.	Mrs. Anita Doria	2210 San Luis
Clerk	Mrs. Paula Barrera	2112 San Fernando
Clerk	Maria Fuentes	918 Torreon
Clerk	Mrs. Eunice Segovia	623 S. Navidad
PRECINCT NO. 15		
P. J.	Olivia Vasquez	1114 Vera Cruz
Clerk	Mamie Garcia	1705 Tampico
Clerk	Adela Guerrero	1825 Brazos
Clerk	Euriqueta Gallego	1825 S. Brazos
PRECINCT NO. 16		
P. J.	Mrs. Lydia J. Donovan	702 Brady
Clerk	Mrs. Rudy Rodriguez	2203 Keck
Clerk	Mrs. Gladys Trevino	243 Doris
Clerk	Sophie Maldonado	829 Merida
PRECINCT NO. 17		
P. J.	Susie Gil	1419 San Patricio
Clerk	Mary Sanchez	1107 S. Zarzamora
Clerk	Elisa Hernandez	2003 Vera Cruz
Clerk	Mrs. Ofelia Garcia	326 Cupples Road
PRECINCT NO. 18		
P. J.	Mrs. Mary Sarro	213 S. Spring
Clerk	Mrs. Mary Sosa	2914 Monterey
Clerk	Mrs. Gus Bertetti	2511 Monterey
Clerk	Rebecca Gonzales	2902 Monterey
PRECINCT NO. 19		
P. J.	Mr. Arthur Beck	Robert E. Lee Hotel
Clerk	Com. Roy Ranson	122 N. Main
Clerk	Miss Laura Lambkin	102 Upson
PRECINCT NO. 20		
P. J.	Mrs. Emilia Englehardt	1115 N. Smith Street
Clerk	Mrs. Helen Gary	641 Leal
Clerk	Mrs. Mary R. Perez	1800 W. Travis
Clerk	Mrs. Louis Cortinas	1106 N. Smith

PRECINCT NO. 21	P. J. Clerk Clerk Clerk	Mrs. Belle Veters Mrs. Amporo M. Alvarado Mrs. Mary Montez Mrs. Mary A. Rodriguez	703 Rivas 2614 W. Travis 1611 Perez 314 N. San Jacinto
PRECINCT NO. 22	P. J. Clerk Clerk Clerk	Mrs. Lena Schmitt Mrs. Elvira Subira Mrs. Mary Ewig Mrs. Stella Erlich	1834 Arbor 1624 Leal 3112 W. Travis 1819 Leal
PRECINCT NO. 23	P. J. Clerk Clerk Clerk	Mrs. L. E. Fuller Mrs. Edna B. Huegele Mrs. Ruby A. Tolle Jesse Ibarra	3015 Perez 3010 Perez 1727 Delgado 3103 Morales
PRECINCT NO. 24	P. J. Clerk Clerk Clerk	Mrs. Edith Estrada Mrs. Marie E. Tenorio Mrs. Esther Guevara Mrs. Cevera C. Galan	167 Mascasas 1146 Jewett 502 S. San Augustine 1162 Jewett
PRECINCT NO. 25	P. J. Clerk Clerk Clerk Clerk Clerk	Mrs. Ludwina Boykin Mrs. M. F. Boykin Mrs. Janie R. Rodriguez Mrs. Rudy Esquivel Mrs. Carmen V. Casillas Ester Mendez	3915 Flagle 3915 Flagle 675 Aurora Drive 146 Honey Jay 127 Manning Drive 106 Vadalía
PRECINCT NO. 26	P. J. Clerk Clerk Clerk	Mrs. Clara Arnold Mrs. Imogene Clanton Mrs. H. J. Dugosh Mrs. Flora Frazier	1814 Waverly 701 Rouse 1307 Waverly 1934 Texas
PRECINCT NO. 27	P. J. Clerk Clerk	Mrs. Alice Doolittle Mrs. Florence Currie Mrs. Adolph Ahrens	937 Waverly 1236 Waverly 1035 Culebra
PRECINCT NO. 28	P. J. Clerk Clerk	Mrs. Lillian Klaus Mrs. Johanna Pfeiffer Mrs. Nancy Ann Paris	1823 W. Poplar 625 Texas 1651 W. Laurel
PRECINCT NO. 29	P. J. Clerk Clerk Clerk	Mrs. Emma Fischer Mrs. Delta O. Melton Mrs. Amanda Cloonan Mrs. Mary Warden	517 W. Laurel 725 W. Poplar 216 W. Dewey 618 Maverick
PRECINCT NO. 30	P. J. Clerk Clerk	Mrs. Cora Kush Mrs. Viola Bodenburg Mrs. Catherine M. Kennedy	922 E. Elmira 310 McLane 327 E. Elmira
PRECINCT NO. 31	P. J. Clerk Clerk Clerk	Mrs. Anges Hughes Mrs. Anna Lou Johnston Mrs. Clara Poston Mrs. Edna Weichlein	307 E. Myrtle 734 E. Ashby 738 E. Ashby 1019 E. Euclid
PRECINCT NO. 32	P. J. Clerk Clerk Clerk	Mrs. Juanita Tandy Mrs. Edna V. Miller Mrs. W. J. Bryan Mrs. Delia Rivas	300 E. Lullwood 336 E. Lullwood 223 E. Craig 2511 N. St. Mary's
PRECINCT NO. 33	P. J. Clerk Clerk Clerk	Mrs. Jinnie L. McCormick Mrs. Minnie L. Cockrell Mrs. Lorene Hale Mrs. Bertha R. Tacquard	1139 W. Russell 1026 W. Craig 1015 W. Russell 123 Cincinnati
PRECINCT NO. 34	P. J. Clerk Clerk Clerk Clerk	Mrs. Eliz. E. Drough Mr. Herbert P. Stinson Miss Marguette O'Hair Mrs. Gertrude Hall Kay McGary	112 W. Agarita 315 W. Agarita 112 W. Mulberry 112 E. Norwood 124 W. Norwood

PRECINCT NO. 35	P. J. Clerk Clerk	Mrs. A. L. Schindler Mr. George Taft, Jr. Fred A. Rich	602 W. Huisache 411 W. Craig 537 W. Mulberry
PRECINCT NO. 36	P. J. Clerk Clerk Clerk	Mrs. Gus Schnabel Mrs. A. S. Shackelford Mrs. Harry Melton Mrs. Rose Collins	1809 W. French 1929 W. Miltletoe 1910 W. Woodlawn 2201 N. Calaveras
PRECINCT NO. 37	P. J. Clerk Clerk Clerk	Mrs. Mamie Sultenfuss Mrs. Maude Richmond Mrs. Lillie C. Nolan Mrs. Beatrice Harper	1618 W. Summit 1929 W. Mulberry 1418 W. Lynwood 1926 W. Mulberry
PRECINCT NO. 38	P. J. Clerk Clerk	Mrs. Ella F. Edgar Miss Margaret Johns Mrs. Mayme Singer	506 W. King's Highway 524 W. Elsmere 402 W. Elsmere
PRECINCT NO. 39	P. J. Clerk Clerk Clerk	Mrs. Helen Steubing Mrs. Alice Kinser Mrs. Myrtle Rittiman Mrs. Cora Huckaba	1114 W. Hildebrand 1502 Michigan 1122 W. Hildebrand 1110 W. Lynwood
PRECINCT NO. 40	P. J. Clerk Clerk Clerk	Mrs. Sarah Cox Mrs. Hilda Mueller Mrs. Hilda Hoppe Mrs. Ernestine Golibart	1615 W. Ridgewood 1646 W. Hollywood 1723 W. Hildebrand 1910 San Francisco
PRECINCT NO. 41	P. J. Clerk Clerk Clerk	Mrs. Francis White Mrs. C. L. Bennett Mrs. Eliz. R. Koenning Mrs. Ruby Lee	118 Ligustrum Dr. E. 1278 Bandera 1278 Bandera 1340 Donaldson
PRECINCT NO. 42	P. J. Clerk Clerk Clerk	Mrs. Evelyn Forrester Mrs. Hazel R. Miller Mrs. Inez Gorrell Mrs. Minnie Pitts	2234 Ramona 2306 Fresno Drive 2032 Clower 2026 Sacramento
PRECINCT NO. 43	P. J. Clerk Clerk Clerk	Mrs. Alden Pitts Mrs. Alberta Quick Mrs. Fern Aldrick Mrs. Olivia Martin	1802 Fresno 1628 Edison 1407 Santa Monica 1338 Clower
PRECINCT NO. 44	P. J. Clerk Clerk	Mrs. Edna Brown Mrs. Ben Weber Irene Brown	330 E. Crockett Menger Hotel 330 E. Crockett
PRECINCT NO. 45	P. J. Clerk Clerk	Mrs. John K. Kight Mrs. Agnes Waters Mrs. Erna Koepf	616 N. Olive 827 Dawson Street 815 Dawson Street
PRECINCT NO. 46	P. J. Clerk Clerk Clerk	Mrs. Martha Spahn Mrs. Norma Baumann Mrs. Roase Ploch Mrs. Lottie Block	1933 E. Commerce 2218 E. Houston 1038 Gibbs 639 Canton
PRECINCT NO. 47	P. J. Clerk Clerk Clerk	Mrs. Gwendolyn Jackson Lizzie Thompson Corrine Bell Jewel Walker	1735 Hays Street 1638 Burnet 1505 Burnet 1428 Hays
PRECINCT NO. 48	P. J. Clerk Clerk	Mrs. E. C. Rapp Mrs. W. O. Self Mr. John C. Wondrak	1011 Burlason 1019 St. James Street 811 Lamar
PRECINCT NO. 49	P. J. Clerk Clerk	Mrs. Lillian Gordon Mr. Roy Gordon Mrs. Hazel Crowshow	301 Stafford 301 Stafford 331 Stafford

PRECINCT NO. 50	P. J. Clerk Clerk	Miss Dorothy Niggli Miss Rosalee Terrell Mrs. Mabel Staricha	130 W. Carson 130 W. Carson 255 Cunningham
PRECINCT NO. 51	P. J. Clerk Clerk Clerk	Mrs. Ruth Simmang Mrs. Johana Besch Mrs. William H. Becker Col. H. B. Gibson	310 Carnahan Avenue 2114 E. Hildebrand 540 Queen Anne 347 Parland
PRECINCT NO. 52	P. J. Clerk Clerk	Mr. J. C. Oslin Mrs. I.H. Skipper Mrs. Viola Luckenbach	658 E. Woodlawn 638 E. Woodlawn 729 E. Woodlawn
PRECINCT NO. 53	P. J. Clerk Clerk Clerk	Mrs. J. C. Hayes Mrs. Mary T. Lee Mrs. Virginia Dunaway Mrs. Ben Roberts	734 Elmwood 838 Alamos 503 McIlvaine 646 Fresno
PRECINCT NO. 54	P. J. Clerk Clerk Clerk	Mrs. Albert Barstis Mrs. Roma A. Mason Mrs. Josephine McKelvey Mrs. E. K. Hunt	1002 Chevy Chase 830 Chevey Chase 719 Robinhood 427 Larkwood
PRECINCT NO. 55	P. J. Clerk Clerk Clerk	Mrs. Helen Nolan Mrs. Mabel M. Miller Mrs. Alogene G. Shamblin Mrs. Jean Craig	334 Nottingham Place 135 Knibbe Road 306 Nottingham 418 Robinhood
PRECINCT NO. 56	P. J. Clerk Clerk	Mrs. Agnes Fritz Mrs. Josephine Tuttle J. C. Roberts	329 South Street 711 Matagorda 411 Barrera, Apt. 515
PRECINCT NO. 57	P. J. Clerk Clerk Clerk	Mrs. Margaret Mainz Mrs. Corine Ketchum Mrs. Edna Mumme Mrs. Martha Klaus	328 Montana 624 Hoefgen Avenue 309 Montana Street 612 Goliad Street
PRECINCT NO. 58	P. J. Clerk Clerk Clerk	Charles H. Degan Mrs. Orloff L. Bowen Mrs. Katherine Decker Mrs. Cecilia Metzger	1802 E. Commerce Street 1142 Virginia Blvd. 1719 Nebraska Street 1515 Virginia Blvd.
PRECINCT NO. 59	P. J. Clerk Clerk Clerk	Mrs. Blanche Lewis Mrs. Beatrice Ramirez Mrs. Celia Coan Mrs. Thelma Miller	222 G Street 2415 Wyoming Street 835 Porter 335 Vine
PRECINCT NO. 60	P. J. Clerk Clerk Clerk	Mrs. Annie Schaumleffel Mrs. Annie Threadgill Mrs. Elvira Mullins Mrs. Mary Neill	1024 S. New Braunfels 914 Denver Blvd. 1415 S. Palmette 947 Denver
PRECINCT NO. 61	P. J. Clerk Clerk Clerk	Mrs. Mollie Sauermilch Mrs. Alice Wilson Mrs. Edda Fisher Mrs. Hazel Bull	501 Indiana 1028 Victoria 800 Delaware 725 Carolina
PRECINCT NO. 62	P. J. Clerk Clerk	Walter Hilt Mrs. Ninnie Stubblefield Mrs. Clara Stuebben	115 Iowa 119 Delaware 110 Delaware
PRECINCT NO. 63	P. J. Clerk Clerk Clerk	Mrs. Catherine Seideman Mrs. Ruth Altmann A. W. Bouquet Mrs. Elsa Kinder	215 Mission Street 1019 S. St. Mary's 432 King William 338 Madison

PRECINCT NO. 64		
P. J.	Mrs. Lydia	Mrs. Lydia W. Kleid
Clerk		Mrs. Lillian Walker
Clerk		Mrs. Helen B. Piper
		123 Panama Avenue
		142 Panama Avenue
		143 Fern Court
PRECINCT NO. 65		
P. J.		Mr. C. Earl Fiscus
Clerk		Mrs. Bessie Bartholomae
Clerk		Mrs. Hattie Harlos
Clerk		Mr. S. D. Mahavier
		1020 Rigsby Avenue
		310 Kayton Avenue
		1130 Rigsby Avenue
		1229 Drexel Avenue
PRECINCT NO. 66		
P. J.		Mrs. Frances Weldon
Clerk		Mrs. Henry Guerra
Clerk		Mrs. Imogene William
Clerk		Mrs. Otto Glaeser, Jr.
		238 Astor
		410 Channing
		234 Astor
		1018 Chicago
PRECINCT NO. 67		
P. J.		Mrs. L. J. Tolla
Clerk		Mrs. Ben Findeisen
Clerk		Mrs. Ella E. Kohlenburg
Clerk		Mrs. Irma Woellert
		839 Avant
		419 Steves Avenue
		1510 Highland Blvd.
		1203 McKinley Avenue
PRECINCT NO. 68		
P. J.		E. C. Zenner
Clerk		Mrs. Della Mooty
Clerk		Mrs. Mamie Kimbriel
Clerk		Mrs. Anna L. Colquett
		715 McKinley Avenue
		202 Mahncke Ct.
		210 Mahncke Ct.
		407 Schley
PRECINCT NO. 69		
P. J.		Mrs. Eleanor Turner
Clerk		Mrs. John Hutzler
Clerk		Mrs. Bessie Hicklin
Clerk		Mrs. Phyllis Disbro
		234 Chicago Blvd.
		130 Tremlett Avenue
		227 Chicago
		326 Rockwood
PRECINCT NO. 70		
P. J.		Mrs. Marie Satcher
Clerk		Mrs. Lucille Russell
Clerk		Mrs. Allen Reed
Clerk		Mrs. Edna Salziger
		201 Dauchy Road
		211 Dauchy Road
		318 Hot Wells Blvd.
		222 Avondale
PRECINCT NO. 72		
P. J.		Mrs. Anna Eckert
Clerk		Mrs. Pauline Hill
Clerk		Louise Young
		1326 Menefee
		1530 Menefee
		1411 Menefee
PRECINCT NO. 78		
P. J.		Thomas J. Olson
Clerk		Elvira Bredvad
Clerk		Mrs. Pauline Olson
		1506 Villaret
		2302 Palo Alto Road
		1506 Villaret
PRECINCT NO. 79		
P. J.		Mrs. Nolan D. Martin
Clerk		Mrs. Naomi Burney
Clerk		Mrs. Leona Aschbacher
		404 95th Street
		410 Damon
		130 E. Harding
PRECINCT NO. 90		
P. J.		Mrs. Laurabelle Ulrich
Clerk		Mrs. Lauretta Shahdy
Clerk		Mrs. Allene Clayburne
Clerk		Mr. H. E. King
		553 Broadview
		418 Oak Knoll
		554 W. Broadview
		4686 Callaghan
PRECINCT NO. 91		
P. J.		Mrs. Laura Hamrick
Clerk		Mr. U. D. Hamrick
Clerk		Mrs. Mary Beth Gardner
Clerk		Mrs. Vivian H. Noonan
		7214 Callaghan
		7214 Callaghan
		7910 Briargate
		7218 Callaghan
PRECINCT NO. 95		
P. J.		Mrs. R. J. Flores
Clerk		Mrs. L. J. Lincecum
Clerk		Miss Ethel Powell
Clerk		Mrs. Leland Mueller
		703 El Monte
		606 Lovera
		150 W. Mariposa
		616 Lovera
PRECINCT NO. 100		
P. J.		Mrs. E. Cheviot
Clerk		Mrs. Leo Tynan
		135 Friar Tuck
		1826 Nacogdoches
PRECINCT NO. 102		
P. J.		Mrs. Elmer Pape
Clerk		Mrs. Evelyn Berry
Clerk		Mrs. Maxine Florence
Clerk		Helen S. Little
		2401 Nacogdoches
		9230 Valley View
		126 Blossom
		8619 Post Oak

PRECINCT NO. 103		
P. J.	Mrs. Gladys Specht	7931 Broadway
Clerk	Mrs. H. A. Schlameus	355 Millwood
Clerk	Mrs. Marion B. Jauer	303 Teakwood
Clerk	Mrs. James Oberman	462 Millwood
PRECINCT NO. 107		
P. J.	Mrs. A. A. Lackey	526 Hein Road
Clerk	Mrs. Elnora O. Luddeke	219 Midland Drive
Clerk	Mrs. Doris Scheffler	246 Holmgreen
Clerk	Mrs. Winnie Doerr	2004 S. W. W. White Road
PRECINCT NO. 113		
P. J.	Mrs. Vivian A. Stevens	134 Sinclair
Clerk	Mrs. Susan Munson	Rt. 1, Box 395 C
Clerk	Mrs. Edgar Tate	127 Boxwood Drive
PRECINCT NO. 114		
P. J.	John W. Small	Rt. 12, Box 274
Clerk	G. G. Lewis	Rt. 12, Box 264
Clerk	Alfred Kunze	Rt. 12, Box 253
PRECINCT NO. 118		
P. J.	Maud Guppy	214 Rayburn Drive
Clerk	Mrs. Morris Hill	431 W. Gerald
Clerk	Mrs. A. F. Hennefield	428 Burcham
Clerk	Mrs. Bertha Roberts	223 Southcross
PRECINCT NO. 119		
P. J.	Pauline G. Sabala	307 O'Conee
Clerk	Mrs. Hilda Clabaugh	830 McCauley
Clerk	Mrs. Bertha Benson	950 Kendalia
PRECINCT NO. 120		
P. J.	Bertha Clayton	522 Logwood
Clerk	Mrs. Helen Walter	3023 Commercial
Clerk	Mrs. Jessie Beck	903 W. Hutchins
Clerk	Mason Moore	123 Grosvenor
PRECINCT NO. 121		
P. J.	Anna B. Riley	205 W. Ware
Clerk	Ethel Pegg	203 W. Ware
Clerk	Jewel Mays	814 W. Harding
Clerk	Mrs. Jean Smith	429 W. Harding
PRECINCT NO. 122		
P. J.	Mrs. Annie C. Blevins	1423 W. Thoraine
Clerk	Mrs. Annie L. Miginnis	1718 W. Hermine
Clerk	Mrs. Edna E. DeLoach	1615 Mardell
Clerk	Mrs. Velma Cradock	1407 W. Thoraine
PRECINCT NO. 123		
P. J.	Mrs. Edna L. Harris	142 Weizmann
Clerk	Mrs. James L. Findley	142 Haby Drive
Clerk	Mrs. Jonnie Purcell	138 Weizmann
Clerk	Mrs. Dorothy Jones	114 Gaskin
PRECINCTNO. 124		
P. J.	Mrs. Sophie Ballard	1626 Basse Road
Clerk	Mr. Eddie Grasshoff	854 San Angelo
Clerk	Betty S. Gissi	234 Venice
PRECINCT NO. 126		
P. J.	Mrs. J. R. Marshall	2721 Austin Highway
Clerk	Mr. Joe G. Pearson	714 Elkhorn
Clerk	Mrs. Joe G. Pearson	714 Elkhorn
Clerk	Mr. L. E. Marshall	2721 Austin Highway
PRECINCT NO. 128		
P. J.	Mrs. Lois Johnson	2250 Texas
Clerk	Mrs. R. C. Lockett	2354 Waverly
Clerk	Mrs. Cason Seburn	2459 Texas
Clerk	Matilda Gilbert	115 Fordhan
PRECINCT NO. 129		
P. J.	Mrs. Evelyn Millett	107 Fargo Ave.
Clerk	Mrs. Almata R. Keys	207 Marmok Ave.
Clerk	Mrs. Sallie V. Stallion	3612 Nebraska St.
Clerk	Mrs. Minnie Ola Kyle	439 Crolis St.

## PRECINCT NO. 130

P. J.	Mrs. Irene Foster	134 Mink
Clerk	Mrs. Eula Griffin	273 Addax
Clerk	Mrs. Stella Rushing	215 Gazel
Clerk	Alta Mae Davis	219 Gazel

## PRECINCT NO. 132

P. J.	Mrs. Frances Jones	3915 West Avenue
Clerk	Mrs. Virginia Korenek	215 Wayside
Clerk	Mrs. Pearl A. Loughlin	723 Avalon
Clerk	Mrs. Jane L. Mandry	154 Future

## PRECINCT NO. 135

P. J.	Mrs. Leonard Cooper	Rt. 10, Box 68 C
Clerk	Mrs. Marie H. Bruce	7117 Blanco Road
Clerk	Mrs. Mary F. Bueche	Rt. 10, Box 60

## PRECINCT NO. 136

P. J.	Mrs. Minnie A. Lorrillard	1308 Bailey Ave.
Clerk	Mrs. Dovie Martin	222 Chickering
Clerk	Mrs. Hortense Lazarine	129 Villarreal St.
Clerk	Mrs. C. T. Cottrell	2423 Schley Ave.

## PRECINCT NO. 137

P. J.	Mrs. H. L. McGeehee	323 Lyric
Clerk	Mrs. L. Bingham	522 McDougal
Clerk	Mrs. W. W. Turner	742 Cravens
Clerk	Mrs. G. W. Mahavier	606 Cravens

## PRECINCT NO. 138

P. J.	Mrs. Ray Conner	1003 Creekview
Clerk	Mrs. Florence Schramm	1026 Creekview
Clerk	Mrs. G. C. Guthrie	1619 Creedview

## PRECINCT NO. 140

P. J.	Mrs. Ruth Hook	106 E. Creath
Clerk	Loris Jayne McDaniel	145 E. Ackard Pl.
Clerk	Mrs. W. L. Larance	442 E. Amber
Clerk	Mrs. Jack I. Nabors	707 E. Formosa

## PRECINCT NO. 141

P. J.	Mrs. Delfina Rodriguez	603 S. W. 39th
Clerk	Mrs. Fern Sureddin	950 S. W. 37th
Clerk	Mrs. Isabel de la Garza	754 S. W. 38th
Clerk	Mrs. Emma Ozuna	659 S. W. 38th

## PRECINCT NO. 142

P. J.	Mrs. Lillian Wall	255 Rosemont
Clerk	Mrs. Ester Irene Liddy	223 John Adams
Clerk	Mrs. Louise Baker	326 Alexander Hamilton
Clerk	Mrs. Captola Wilson	333 Alexander Hamilton

## PRECINCT NO. 143

P. J.	Mrs. Helen E. Honts	5133 Blanco Road
Clerk	Mrs. McMurray Richie	1843 Basse Road
Clerk	Mrs. Myrtle Lawrence	235 Laurelwood
Clerk	Mrs. Lorraine Kennon	303 General Krueger

## PRECINCT NO. 144

P. J.	Mrs. Ed Robertson	316 Harmon
Clerk	Mrs. Eva Dean Blum	511 Meadow Lane
Clerk	Mrs. Howell Jones	238 Brees Blvd.
Clerk	Mrs. Evangel W. Greene	518 Klaus Road

## PRECINCT NO. 145

P. J.	Mrs. Bertie McCarty	151 Brenhaven
Clerk	Mrs. Vada Story	164 Pioneer Road
Clerk	Mrs. George O. Johson	703 Roland

## PRECINCT NO. 149

P. J.	Mrs. Martha Cermin	851 Hot Wells Blvd.
Clerk	Mrs. Jenny Shaw	723 Hot Wells Blvd.
Clerk	Mrs. Ada Mae Smith	770 Hot Wells Blvd.

## PRECINCT NO. 150

P. J.	Mrs. Mildred Keienburg	226 E. Palfrey
Clerk	Mrs. Elsie Wade	106 Tipperary
Clerk	Mrs. Bea Jackson	235 Gallaway
Clerk	Mrs. Lee Gonzalez	171 Tipperary

## PRECINCT NO. 151

P. J.	Mrs. Mildred Keienburg	226 E. Palfrey
Clerk	Mrs. Elsie Wade	106 Tipperary

Clerk	Mrs. Bea Jackson	235 Galloway
Clerk	Mrs. Lee Gonzalez	171 Tipperary
PRECINCT NO. 151		
P. J.	Mr. C. M. Collins	226 Beverly
Clerk	Mrs. Janice Swanson	2652 W. Kings Highway
Clerk	Mrs. Willene Hassman	912 Donaldson
PRECINCT NO. 152		
P. J.	Mrs. Mildred B. Nauschutz	263 Danville Dr.
Clerk	Mrs. John A. Cheatham	135 Bethany Place
Clerk	Mr. Walter Smith	57 Vaughn Place
Clerk	Mrs. Thelma C. Smith	57 Vaughn Place
PRECINCT NO. 153		
P. J.	Mr. M. A. Vorheier	162 Globe
Clerk	Mr. E. B. Rowan	402 Hillcrest Dr.
Clerk	Mrs. Shannon Siebert	1054 Hillcrest
PRECINCT NO. 154		
P. J.	Mrs. Jacequelin Whitehead	527 Beryl Drive
Clerk	Mrs. Florence Bollini	415 Beryl Drive
Clerk	Mr. A. M. Whitehead	527 Beryl Drive
PRECINCT NO. 155		
P. J.	Mr. Fred W. Readel	2338 W. Gramercy
Clerk	Mrs. Ruth Jackson	2136 W. Summit
Clerk	Mrs. Constance K. Daubert	2102 W. Kings Highway
Clerk	Mrs. Betty F. Lyons	2115 W. Gramercy
PRECINCT NO. 156		
P. J.	Mrs. Mildred Glenn	182 Postwood
Clerk	Mrs. Earline Inselmann	106 Chesswood
Clerk	Mrs. Norma Jean Barborak	5303 Coldbrook
Clerk	Mrs. Mattie Sweeney	1147 E. Sunshine Drive
Clerk	Mrs. Mildred R. Meek	174 Postwood
PRECINCT NO. 157		
P. J.	Mrs. Josephine Lanham	219 Furnish
Clerk	Elsie Elizalde	255 E. Baylor
Clerk	Lula Brown	221 Helena
Clerk	Lelia Caballero	180 Burbank
Clerk	Isabel Medrano	310 Furnish
PRECINCT NO. 158		
P. J.	Mrs. Evangelina Enderle	101 Camacho
Clerk	Mrs. Joe Mendoza	4245 Buena Vista
Clerk	Mrs. Alicia M. Alvarado	222 Inca
Clerk	Mrs. Carrie Mavarijo	3747 El Paso
PRECINCT NO. 159		
P. J.	Mrs. Elizabeth Llewellyn	1326 W. Kirk
Clerk	Dora Estrada	2350 S. W. 21st St.
Clerk	Bobbie Espinoza	1338 Barclay
Clerk	Mrs. G. A. Siebeneicher	739 Cupples Road
PRECINCT NO. 160		
P. J.	Mrs. Geraldine M. Marceau	447 N. Park Blvd.
Clerk	Mrs. Constance Gandara	212 Cumberland Road
Clerk	Miss Myrtle Jacobs	323 Drake
PRECINCT NO. 161		
P. J.	Lawrence Gonzales	650 W. Theo
Clerk	Bertha Walls	1038 Recio
Clerk	R. J. Bricker	662 W. Theo
Clerk	Mrs. Joe Leal	639 W. Theo
PRECINCT NO. 162		
P. J.	Mrs. M. M. Dowda	1418 W. Winnipeg
Clerk	Mrs. Lola H. Snow	403 Hoover
Clerk	Mrs. Myrtle H. Fuller	1226 W. Winnipeg
Clerk	Harriet Hilbert	1427 Winnipeg
PRECINCT NO. 163		
P. J.	Lena May McDougale	214 E. Edmonds
Clerk	Muriel Cross	110 Mary Street
Clerk	Mrs. H. H. Hagerty	126 Candy Place
PRECINCT NO. 164		
P. J.	Mrs. E. R. Parr	161 E. White
Clerk	Mrs. Minnie Anders	222 Compton
Clerk	Mrs. Mable Meyer	201 E. White
Clerk	Mrs. Donna Kirkpatrick	214 Pacific

## PRECINCT NO. 165

P. J.	Mr. L. A. Moak	2928 W. Gerald
Clerk	Mrs. W. R. Hammond	150 Prospect
Clerk	Mrs. M. Zalman	103 Parmly Ave.
Clerk	Mrs. Ross Hammond	122 Parmly Ave.
Clerk	Mrs. Owen Davis	1948 W. Mayfield

## PRECINCT NO. 166

P. J.	Martha E. McEwen	343 Baetz
Clerk	Anna Davis	356 Moursund
Clerk	Etta Broline	344 Moursund

## PRECINCT NO. 167

P. J.	Mr. Ted Balter	842 Corrine Drive
Clerk	Mrs. Albert H. Bourchard	842 Corrine Drive
Clerk	Mrs. Margaret Bobo	331 Cresham Drive

## PRECINCT NO. 168

P. J.	Mrs. Margaret Betts	1074 Poinsettia St.
Clerk	Mrs. Lovie J. Kimberly	2055 Hays St.
Clerk	Mrs. Thelma Williams	1806 Gorman

## PRECINCT NO. 169'

P. J.	Mrs. Louis D. Mulhern	2822 E. Houston
Clerk	Mrs. Bertha Norton	2046 E. Crockett
Clerk	Mrs. James A. McKay, Sr.	754 Canton

## PRECINCT NO. 170

P. J.	Harris L. Frazier	231 Montfort
Clerk	Mildred Hankinson	321 Langton
Clerk	Mrs. Joan A. Grunger	727 Barchester
Clerk	Mrs. Jean Morgan	135 Millwood

## A RESOLUTION

REAFFIRMING THE OFFER BY THE CITY OF SAN ANTONIO OF ALL POSSIBLE ASSISTANCE TO THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS TO THE END THAT THE ESTABLISHMENT OF A MEDICAL SCHOOL IN BEXAR COUNTY WILL BE EXPEDITED.

\* \* \* \* \*

WHEREAS, by Resolution duly adopted on April 6, 1961, the City Council of the City of San Antonio expressed its intention to cooperate with the Board of Regents of the University of Texas in the establishment of a Medical School in Bexar County; and

WHEREAS, since such Resolution was passed, the Board of Regents has determined the site of the proposed Medical School; now, therefore,

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

~~The City Council of the City of San Antonio hereby reaffirms and restates its intention to cooperate with the Board of Regents of the University of Texas in the establishment of a Medical School in Bexar County, and~~

The City Council of the City of San Antonio hereby reaffirms and restates its intention to cooperate with the Board of Regents of the University of Texas in every way possible in the establishment of a Medical School in Bexar County, and the City Manager is hereby directed to make available to such Board of Regents the services of the City's administrative staff, to the end that the establishment of such Medical School may be expedited.

PASSED AND APPROVED this 13th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 409

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 AS-LOT-27-NEB 9899-FROM-

\* \* \* \* \*

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 here-inbelow designated property, to-wit: (CASE NO. 1366) The rezoning and reclassification of property from "B"Residence District to "D" Apartment District as follows: Lot 2, NCB 9899.
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 13th day of April, A.D., 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher
City Clerk

AN ORDINANCE 29, 410

DECLARING THE STATEMENT OF CANVASS AND THE RESULT OF MUNICIPAL RUN-OFF ELECTION HELD ON THE 18TH DAY OF APRIL, 1961.

\* \* \* \* \*

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

- 1. Came on this 19th day of April, 1961, regularly to be canvassed the returns of the municipal run-off election held on the 18th day of April, 1961, for the purpose of electing two (2) Councilmen of the City of San Antonio, under its Charter, for the ensuing term of office of two (2) years;
2. And the City Council having met to prepare a statement of the canvass of the returns and to declare the result of said election in the manner provided by law, and after considering, determining and canvassing all matters of fact appertaining; we, the members of the City Council of the City of San Antonio, do make this statement of the canvass, and hereby find and declare the result of the said run-off election to be tabulated as follows:
FOR COUNCILMAN, PLACE NO. 2:
"FOR" Thomas Guardia, Jr..... 12,246 votes
"FOR" George de la Garza..... 20,378 votes
FOR COUNCILMAN, PLACE NO. 8:
"FOR" Wanda Ford..... 14,993 votes
"FOR" Dr. Gerald Parker..... 18,411 votes
3. And it appearing to the City Council that the names of the candidates were submitted, and that the election was held and conducted, and that the returns thereof were made, all as required by the Charter of the City of San Antonio, the laws of the State of Texas, the proclamation of the Mayor and law for such cases made and provided, and that at said run-off election therewas cast respectively for each of said candidates, the aggregate number of votes "FOR", all as shown above.
4. And the City Council having first canvassed said returns and having found the same in all things correct, the same was thereupon adopted by majority of the members of the City Council of the City of San Antonio; and it is further declared that as the re-

sult of said run-off election, the elective officers of the City of San Antonio, being Councilman, Places No. 2 and No. 8, for the two (2) years commencing on the 1st day of May, A.D. 1961, are as follows: Councilman, Place No. 2: George de la Garza; Councilman, Place No. 8: Dr. Gerald Parker.

5. PASSED AND APPROVED this 19th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 411

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTALBIHSING 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 rezoning of the hereinbelow designated property, to-wit: (CASE NO. 1427) The rezoning and re-classification of property from "D" Apartment District to "J" Commercial District as follows: Lot 1, NCB 751.

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 April, A.D., 1961.

MIKE PASSUR, M A Y O R PRO-Tem

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 412

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," PASSED AND APPROVED 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. 1440) The rezoning and re-classification of property from "H" Local Retail and "B" Residence District to "JJ" Commercial District as follows: Lot 27, NCB 10115.

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 27th day of April, A.D. 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 413

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 herein-below designated property, to-wit: (CASE NO. 1459) The rezoning and reclassification of property from "A" Residence District to "F" Local Retail District as follows: Lots 29 & 30, NCB 13342.

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

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

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

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 414

AUTHORIZING A FIREWORKS DISPLAY BY THE LIONS AND OPTIMISTS CLUBS ON MAY 16, 1961.

\* \* \* \* \*

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

1. The Lions and Optimist Clubs are hereby authorized to jointly conduct a fireworks display at the Mission Stadium on May 16th, 1961, contingent upon their compliance with the following:

a. No fireworks shall be set off after 11:00 P.M.

b. Section 26-15 of the San Antonio City Code.

c. Vernon's Annotated Penal Code 1725.

d. The Attached requirements of the San Antonio Fire Department, as they apply to the permittees, which requirements are included herein for all things.

e. No fee shall be charged for the issuance of the permit provided for in Section 26-15 of the San Antonio City Code.

2. PASSED AND APPROVED this 20th day of April, 1961.

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 415

APPROPRIATING \$35,332.00 PAYABLE TO M. R. MITCHELL AND ASSOCIATES, CONSULTING ENGINEERS, AND \$10,000.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT OUT OF STORM DRAINAGE IMPROVEMENT BOND, FUND #479-13, 1957 SERIES, IN CONNECTION WITH STORM DRAINAGE PROJECT 46A, NOGALITOS INTERCEPTOR.

\*\*\*\*\*

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

1. The following sums are hereby appropriated out of Storm Drainage Improvement Bond, Fund #479-13, 1957 Series, in connection with Storm Drainage Project 46A, Nogalitos Interceptor:

- (a) \$35,332.00 payable to M. R. Mitchell & Associates, Consulting Engineers, said amount being 5.5% of the estimated cost of construction;
- (b) \$10,000.00 as a Miscellaneous Expenses Contingency Account.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 416

APPROPRIATING AN ADDITIONAL \$4,260.64 PAYABLE TO E. C. HALL COMPANY AND \$1,710.85 PAYABLE TO W. E. SIMPSON COMPANY, CONSULTING ENGINEERS, OUT OF #479-14 SANITARY SEWER IMPROVEMENT BONDS, IN CONNECTION WITH SERVICES ON SANITARY SEWER PROJECT S-22,25.

\*\*\*\*\*

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

1. The following additional sums are hereby appropriated out of #479-14, Sanitary Sewer Improvement Bonds, payable to the named parties for authorized extra work and additional quantities of materials in connection with the construction of Sanitary Sewer Project S-22,25:

- (a) \$4,260.64 payable to E. C. Hall Company;
- (b) \$1,710.85 payable to W. E. Simpson Company, Consulting Engineers.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29,417

TO USE THE CITY SANITARY SEWERS BY A CONNECTION OUTSIDE OF THE CITY LIMITS OF THE PETITION OF PERHOMCO INC.

\*\*\*\*\*

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

1. That the petition of Perhomco Inc., for a license to use the sanitary sewerage system of the CITY OF SAN ANTONIO, is granted hereby, subject to the following precedent conditions:

2. That the permit hereby granted is temporary, and the City reserves the right to revoke same at any time, withor without notice.

3. That the house plumbing and the connection with the City sewer shall be made and maintained at the cost and risk of the Licensee, in conformity with the Ordinances of the CITY OF SAN ANTONIO.

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

NUMBER 232 Glenarm STREET, LOT'S 7, 8 and 9  
BLOCK 5 , Balcones Heights, Texas

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

5. That the future owner of the above property shall comply with all the provisions hereof, and the conditions are covenants running with the land.

6. That the use of said sewer connection shall be subject to the regulation of the CITY of San Antonio, and no use shall be made which might, in any way, impair the City Sewer System, or cause same to be obstructed or damaged in any manner whatsoever, in the opinion of the City Sewer Engineer, whose judgment shall be conclusive.

7. That in consideration of the permit hereby granted, and the service to be rendered, the said Licensee agrees to pay to the CITY OF SAN ANTONIO, at the office of the License and Dues Collector, in San Antonio, Bexar County, Texas, as a rental charge, the schedule of fees fixed, and to be fixed, by Ordinance of the CITY OF SAN ANTONIO, said rental commencing on the date of connection made with the City sanitary sewers; but, in the event the permit hereby granted is cancelled, for any reason, the pro rata amount of said rental shall be returned, less any expense incurred by the City in the premises. THE CITY OF SAN ANTONIO is given a lien on the real estate described herein, to secure the payment of the sewer rental, and the City shall have the right to shut off the City water supply to the premises described herein if the Licensee fails to stop the discharge of sewerage into the City Sewerage System when the City terminates this permit.

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

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

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 418 ✓

DECLARING A PUBLIC NECESSARY FOR THE ACQUISITION OF CERTAIN PRIVATELY-OWNED REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, FOR PUBLIC PURPOSES, TO WIT: THE ACQUISITION OF RIGHT-OF-WAY FOR THE CONSTRUCTION AND ENLARGEMENT OF LOOP 13 AND U. S. HIGHWAY 81; AND DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION PROCEEDINGS TO ACQUIRE SO MUCH THEREOF AS CANNOT BE ACQUIRED BY PURCHASE.

\* \* \* \* \*

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

1. Public necessity requires that the City of San Antonio acquire certain privately-owned real property situated within its corporate limits for public purposes, to-wit: acquisition of rights-of-way for highway purposes being Loop 13 and U. S. Highway 81 to the City limits.

2. Said privately-owned real property is shown on the three accompanying maps marked Exhibit "A", Loop 13 from Skyway Blvd. to Nacogdoches Road; Exhibit "B", Loop 13 and U. S. Highway 81 from Perrin-Beitel Road to M.K.T. Railroad at Fratt; Exhibit "C", Loop 13 from Nacogdoches Road to Perrin-Beitel Road, which are attached hereto and incorporated herein by reference.

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

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

A RESOLUTION

TERMINATING LEASE OF CITY PROPERTY TO C. V. SPEER, JR. AUTHORIZED BY ORDINANCE 26,106.

\*\*\*\*\*

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

1. The lease between the City and C. V. Speer, Jr. of certain City owned land provided in Ordinance 26106 adopted February 20, 1958 is hereby terminated effective May 31, 1961.
2. The City Attorney is directed to give written notice immediately to the tenant of this action.
3. PASSED AND APPROVED this 27th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 419

ACCEPTING THE OFFERS TO PURCHASE CERTAIN PARCELS OF SURPLUS LAND OWNED BY THE CITY FOR THE STATED CONSIDERATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE QUITCLAIM AND SPECIAL WARRANTY DEEDS THERETO.

\*\*\*\*\*

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

1. The following offers have been submitted for the hereinbelow described tracts of surplus property owned by the City of San Antonio and are hereby accepted:

<u>OFFERER</u>	<u>PROPERTY</u>	<u>AMOUNT OF OFFER</u>
1. William Henry Hope	Portion of Lot 17, NCB 3253, located on West Mulberry adjacent to US 87 Northwest Expressway.	\$300.00
2. Pedro C. Mireles	The Ease 30' of Lot 8, NCB 6245, located on Floyd Avenue is surplus from the U. S. Highway 81 South Expressway Project.	\$250.00
3. Max W. Steckley	A portion of Lot 34, NCB 7578, surplus from the South New Braunfels Avenue Extension Project.	\$400.00
4. Alfonso Armenante	Portions of Lots 7 through 10, NCB 8289, surplus from General McMullen Drive Project.	\$100.00
5. Jose Espronceda	Portion of Lot 11, Block 2, NCB 8963, surplus from U. S. Highway 81 South Expressway Project.	\$150.00
6. Trinidad M. Gomez	Portion of Lot 6, NCB 3254, surplus from U. S. Highway 87 Northwest Expressway Project.	\$100.00
7. E. F. Oelkers	Tract of land situated within the City of San Antonio, County of Bexar, being a trinagular shaped tract out of the West corner of an 0.88 acre residue of 2.026 acres out of J. V. Dignowity and J. Coun Surveys, NCB 11505.	\$100.00

2. The City Manager is hereby authorized to execute Quitclaim Deeds to the persons named in paragraph 1 above (Items 1 through 6), and a Special Warranty Deed to the person named in Item 7.

3. The terms of the proposals signed by the persons named in paragraph 1 above are incorporated herewith for all purposes.

4. PASSED AND APPROVED This the 27th day of April, A.D., 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 420

ABANDONING A FIVE-FOOT STRIP OF CITY-OWNED RIGHT OF WAY AND AUTHORIZING THE CITY MANAGER TO QUIT-CLAIM SAME TO ROLAND C. BREMER AND J. P. WILHELM FOR A CONSIDERATION OF \$75.00.

\* \* \* \* \*

WHEREAS, the City of San Antonio purchased a 20-foot right of way for Storm Drainage Project 58B; and,

WHEREAS, an offer has been made to purchase the Western most 5 feet of the said right of way for \$75.00; and,

WHEREAS, all departments concerned are in favor of selling the aforementioned 5 feet; NOW, THEREFORE:

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

1. The West 5 feet of a 20-foot wide strip of land out of Lot 89, NCB 11403, said 20-foot strip acquired for right of way for Storm Drainage Project 58B fronting on Marquette Drive and running back parallel to Hollcrest Drive, is hereby abandoned.

2. The City Manager is hereby authorized to quitclaim the aforementioned 5 feet to Roland C. Bremer and J. P. Wilhelm for a consideration of \$75.00, retaining certain easements therein. This deed is not to be delivered until the Planning Commission has accepted proper replatting of the property involved from the Grantees herein.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 421

APPROPRIATING \$750.00 OUT OF STREET IMPROVEMENT BONDS, 1957 ACCOUNT #479-10 FOR THE ACQUISITION OF A CERTAIN PARCEL OF LAND AND ACCEPTING A TEMPORARY EASEMENT AND SANITARY SEWER EASEMENT ALL IN CONNECTION WITH THE CITY'S LAND ACQUISITION PROGRAM.

\* \* \* \* \*

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

1. \$750.00 is hereby appropriated out of Storm Improvement Bonds, 1957 Account #479-10 payable to the Texas Title Company as escrow agent for Sidney De Los Santos and wife, Ruby De Los Santos for fee title to a tract of land out of the South half of Lot 533, NCB 7883, San Antonio, Bexar County, Texas. This parcel is being acquired for the Commercial Avenue Widening Project, Parcel 4189.

2. A temporary construction easement over a tract of land out of Lot 26, NCB 8733, San Antonio, Bexar County, Texas, more particularly described in the accompanying easement which is incorporated herein by reference, is hereby accepted from Grantor E. A. Lang, Dwight Avenue Paving Project, Parcel 4119.

3. The easement dedication from the Denton Development Company, Incorporated, to a 16 foot strip of land out of NCB 11781, San Antonio, Bexar County, Texas, more particularly described in the accompanying easement which is incorporated herein by reference, for sanitary and storm sewer use is hereby accepted. Miscellaneous easements and dedications.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 422

APPROVING LOCATION FOR STORM DRAINAGE PROJECT 43 FROM NOGALITOS TO PROBANDT STREET; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH ROUTE: AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK WITHIN THE BOUNDARIES OF SAID ROUTE FOR A ONE-YEAR PERIOD.

\* \* \* \* \*

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

1. The location for Storm Drainage Project 43 from Nogalitos Street to Probandt Street is hereby approved.

2. Filed herewith and incorporated herewith by reference is a route map showing the aorementioned route and its boundaries.

3. The outer boundaries of the approved right-of-way for the Storm Drainage Project 43 are hereby established as building lines, within and between which no structure shall be built, and between which no existing structure shall be repaired or altered, if the cost of such repairs or alterations to be done within any one calendar year is in excess of 25% of the value of the structure before such repairs or alterations are made. These restrictions shall be in full force and effect for a one-year period ending April 27th, 1962.

4. The Director of Housing and Inspections is hereby directed to refuse any building permits for the erection of any structure within and upon the proposed right-of-way herein established for the Storm Drainage Project 43 from Nogalitos to Probandt Street; and to refuse any building permits for the rebuilding of existing structures which were destroyed by fire or which are partially destroyed where the cost of reconstruction or repairs is in excess of 25% of the value of the structure before the fire, or for the repair of any existing structure when the cost of the repairs to be made within any one calendar year is in excess of 25% of the value of the structure before the repairs are made. These restrictions will be in full force and effect for a one-year period which is the estimated period required for the appraisal and purchase of the areas herein protected.

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 six 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 27th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 423

RATIFYING AND APPROVING CERTAIN CONNECTIONS TO THE CITY SANITARY SEWER SYSTEM BY RESIDENTS OF BALCONES HEIGHTS, TEXAS.

\* \* \* \* \*

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

1. Connections to the sanitary sewer system of the City of San Antonio by the following named residents of Balcones Heights, Texas, are hereby ratified and approved:

- |  |   |
|--|---|
| Storm, C. C.<br>(formerly Twin Lanes Trailers<br>4209 Fredericksburg Road now<br>4309 Fredericksburg Road) | Anderson, Orin M. and wife<br>224 Glenarm |
| Lindsey, R. L.<br>4441 Fredericksburg Road   | Lum, Charles D. and Wife<br>141 Glenarm   |

~~Lindsey, R. B.~~  
~~4441-Fredericksburg-Road-~~

Rogers, Glenn G. and Joyce  
138 Glenarm

Harvey, A.E.  
234 Glenarm

Page, Robert M. and Mary  
Box 441, Marble Falls, Texas  
(Frank Cafe)  
4217 Fredericksburg Rd.

Page, Robert M. and Mary  
Box 441, Marble Falls, Texas  
(Sigmor Service Station)  
4219 Fredericksburg Road

Page, Robert M. and Mary  
Box 441, Marble Falls, Texas  
(Schaefer's Garage)  
104 Glenarm

Capri Cafe  
4301 Fredericksburg Road

Sinclair Service Stateion  
4502 Fredericksburg Road

Reamer, Owen & Phyllis  
302 Glenarm

Pape, Conrad H.  
202 Glenarm

~~Carnes, H. C. & Wife~~  
~~-----~~

Carnes, H. C. & Wife  
212 Glenarm

Gulf Service Station  
4447 Fredericksburg Road

Balcones Apartments  
4300 Fredericksburg Rd.

Yarbrough, Wm. D.  
132 Glenarm

Anderson, Dr. Ed. L.  
140 Glenarm

Waneck, S. A.  
201 Glenarm

Sayle, Wm. J. & Wife  
218 Glenarm

Capron, C. B. & Blanche  
306 Glenarm

2. Those residents mentioned in Paragraph labove shall be subject to the charges and conditions specified for residents of Balcones Heights in Ordinance No. 24125, passed and approved December 20, 1956.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 424

AUTHORIZING A TOTAL PAYMENT OF \$1,930.02, FROM  
GENERAL FUND NO. 1-01, PAYABLE TO F. F. LUDOLPH COMPANY  
AND FRED W. RILEY FOR ADDITIONAL INSURANCE COVERAGE.

\* \* \* \* \*

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

1. Payment of the following sums is hereby authorized from General Fund No. 1-01, to the named parties in connection with the City's insurance program:

a. \$1,804.80 payable to F. F. Ludolph Company for an endorsement to American and Foreign Insurance Company Fire and Extended Coverage Police No. APP 25 36 98, extending the City's fire and extended coverage to the new wing at Witte Museum, for the period January 19, 1961, to August 15, 1963, with coverage in the amount of \$320,000.00 with 80% coinsurance applicable.

b. \$37.13 payable to Fred W. Riley Insurance Agency for an endorsement to Globe Indemnity Company Owners', Landlords' and Tenants' Policy No. 23 02 52, which will include the elevator in the new wing at Witte Museum, with limits of bodily injury liability of \$20,000.00 each person and \$100,000.00 each accident, for the period February 22, 1961 to August 1, 1961.

c. \$17.67 payable to Fred W. Riley Insurance Agency for an endorsement to Globe Indemnity Company Owners', Landlords' and Tenants' Policy No. 23 02 52 which will increase the bodily injury liability limits on all elevators listed in the policy to \$50,000.00 each person and \$300,000.00 each accident, forthe period April 20, 1961 to August 1, 1961.

d. \$70.42, payable to F. F. Ludolph Company for an endorsement to Fidelity and Deposit Company of Maryland Money and Securities Policy No. 29 20 258G, which will indemnify

the City in the limit of \$500.00 against loss of monies and securities as the result of safe robbery or hold up at the North Loop and Zarzamora Service Centers, for the period April 1, 1961 to August 1, 1963.'

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

A RESOLUTION

AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION  
FOR DEMONSTRATION GRANT WITH THE FEDERAL GOVERNMENT  
ON BEHALF OF THE CITY OF SAN ANTONIO.

\* \* \* \* \*

WHEREAS the Administrator of the Housing and Home Finance Agency is authorized under Section 314 of the Housing Act of 1954 to make demonstration grants to assist public bodies in developing, testing, and reporting methods and techniques and carrying out demonstrations and other activities for the prevention and elimination of slums and blight; and,

WHEREAS, it is in the public interest that the City of San Antonio avail itself of this financial assistance to carry out the demonstration project generally described as Research and Demonstration Project of Low Cost Housing; and,

WHEREAS it is recognized that the Federal contract for such financial assistance pursuant to said Section 314 will impose certain obligations and responsibilities upon the Public Body and will require among other things the provision by it of the local share of project cost and other local obligations and responsibilities in connection with the undertaking and carrying out of the project: NOW, THEREFORE,

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

1. That the filing of an application on behalf of the City of San Antonio for a demonstration grant under Section 314 in the amount of \$33,000.00 for undertaking and financing the project is hereby approved, and that the City Manager is hereby authorized and directed to execute and to file such application with the Housing and Home Finance Agency, to provide additional information and to furnish documents which may be required in behalf of the City of San Antonio, and to act as its authorized correspondent.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 425

AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT  
WITH THE SECRETARY OF THE AIR FORCE FOR MUTUAL AID  
IN FIRE PROTECTION BETWEEN THE CITY AND RANDOLPH  
AIR FORCE BASE.

\* \* \* \* \*

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 the Secretary of the Air Force for mutual aid in fire protection for Randolph Air Force Base.

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

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

CITY OF SAN ANTONIO AND RANDOLPH AIR FORCE BASE  
AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION

This agreement, entered into on dates indicated below, between the Secretary of the Air Force, acting pursuant to the authority of the Act of May 27, 1955 (69 Stats. 66) and the City Fire Department of San Antonio, Texas is for the purpose of securing to each the benefits of mutual aid in fire prevention, in the protection of life and property from fire and firefighting.

It is agreed that:

(1) Upon request to a representative of the Randolph Air Force Base Fire Department by a representative of the City Fire Department of San Antonio, Texas, firefighting equipment and personnel of the Randolph Air Force Base Fire Department will be dispatched to any point within the area for which the City Fire Department of San Antonio, Texas normally provides fire protection as designated by the representative of the City Fire Department of San Antonio, Texas.

(2) Upon request to a representative of the City Fire Department of San Antonio, Texas by a representative of the Randolph Air Force Base Fire Department, firefighting equipment and personnel of the City Fire Department of San Antonio, Texas will be dispatched to any point within the firefighting jurisdiction of the Randolph Air Force Base Fire Department as designated by the representative of the Randolph Air Force Base Fire Department.

(3) Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(a) Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.

(b) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and shall be subject to the orders of that official.

(c) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(d) In the event of a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the City Fire Department of San Antonio, Texas normally provides fire protection, the Chief of the Randolph Air Force Base Fire Department or his representative may assume full command upon his arrival at the scene of the crash.

(4) Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.

(5) No party shall be reimbursed by any other party for any costs incurred pursuant to this agreement.

(6) All equipment used by the City Fire Department of San Antonio, Texas in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the City Fire Department of San Antonio, Texas under this agreement will, at the time of such action, be an employee of the City Fire Department of San Antonio, Texas.

For the Secretary of the Air Force

/s/ H. E. Muentner  
Colonel, USAF  
Commander

CITY OF SAN ANTONIO, TEXAS

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

ATTEST: J. H. Inselmann  
Ass't City Clerk

AN ORDINANCE 29, 426 ✓

APPROVING THE CONTRACT FOR THE PURCHASE OF TEN (10) NEW BUSES BY THE SAN ANTONIO TRANSIT SYSTEM AT A COST NOT TO EXCEED \$296,000.00 AS AN AMENDMENT TO THE BUDGET FOR SAID SYSTEM FOR THE YEAR 1960-1961.

\*\*\*\*\*

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

- 1. Pursuant to the provisions of Section 901 of the San Antonio Transit System Bond Indenture, the contract by said system for the purchase of 10 new buses at a cost not to exceed \$296,000.00 is hereby ratified and approved as an amendment to the said Transit System's budget for the year 1960-1961.
- 2. The notice by the Transit Board of Trustees of the change in the System's budget is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 27th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORBINANCE 29, 427 ✓

AMENDING ORDINANCE SECTION 26-11 OF THE CITY CODE ENTITLED AMUSEMENTS --INDECENT AND OBSCENE EXHIBITIONS, BY ADDING THE FOLLOWING THERETO: ANY PERSON VIOLATING THE PROVISIONS OF THIS SECTION SHALL, UPON CONVICTION, BE PUNISHED BY A FINE NOT EXCEEDING ONE HUNDRED DOLLARS (\$100).

\*\*\*\*\*

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

- 1. Section 26-11 of the City Code is hereby amended by adding thereto the following:  
"any person violating the provisions of this section shall, upon conviction, be punished by a fine not exceeding One Hundred Dollars(\$100)."
- 2. PASSED AND APPROVED this 27th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 428 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH AD AIR ACADEMNY, INCORPORATED, FOR THE USE OF CERTAIN PREMISES AT STINSON MUNICIPAL AIRPORT FOR A FIVE-YEAR PERIOD.

*Concurred  
by ord 31889  
11-14-63*

\*\*\*\*\*

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

- 1. The City Manager is hereby authorized to execute a lease agreement with Ad Air Academy, Incorporated, for the use of certain premises at Stinson Municipal Airport for a five-year period.
- 2. The lease agreement is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 27th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

STATE OF TEXAS

COUNTY OF BEXAR

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS, (hereinafter called, "Lessor"), and AD AIR ACADEMY, INC., (hereinafter called "Lessee"), a corporation doing business under the laws of the State of Texas, with its principal office and place of business at San Antonio, Texas:

W I T N E S S E T H :

1. Lessor hereby leases unto Lessee the following premises (hereinafter called the "leased premises"), located at Stinson Municipal Airport, San Antonio, Texas:

A. Plot "F" described as follows:

BEGINNING at a point which is 5.0 feet Southeast of the Southeast line of Hangar 7 and 35.67 feet Southwest of the Southwest line of Hangar 7,

THENCE proceed North 48 degrees 44 minutes West and parallel to Mission Road a distance of 311.42 feet to a corner,

THENCE proceed North 48 degrees 16 minutes East a distance of 62.0 feet to a corner,

THENCE proceed North 48 degrees 16 minutes East a distance of 25.75 feet to a corner,

THENCE proceed South 41 degrees 44 minutes East a distance of 167.25 feet to a corner,

THENCE proceed North 48 degrees 16 minutes East a distance of 62.25 feet to a corner,

THENCE proceed South 41 degrees 44 minutes East a distance of 104.17 feet to a corner,

THENCE proceed South 48 degrees 16 minutes West a distance of 150.0 feet to the point of beginning, the whole containing 32,782 sq. ft. more or less.

Hangar 5, Building 608, being 41.0 feet wide and 57.9 feet in length.

B. The City-owned hangars located on Plot F and known as Hangar 5 Building 609 and Hangar 7 Building 610.

The above described premises are designated as Plot F and Hangars 5, 6 and 7 on Exhibit 1, and a list of installed property owned by Lessor is shown on Exhibit 2, all of which are attached hereto and made a part hereof.

2. Lessee, subject to the faithful performance by Lessor of the covenants and conditions herein, is hereby granted the option of renewal of this lease on like terms and conditions for one renewal period of two years, commencing with the expiration of the base term of this agreement. In the event Lessee shall elect to exercise such renewal option, he shall give written notice of such election to Lessor by registered mail, not less than thirty (30) days prior to the expiration of the base term of this agreement. Such letter shall be addressed to the City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time.

It is understood and agreed that any language to the contrary notwithstanding, this Renewal Option is contingent, however, as follows: If Lessee elects to renew this Lease Agreement following the expiration of the base term of five (5) years, said Lease during such renewal period, may be and is subject to re-negotiation of terms in the event and only in the event during such renewal period, the City of San Antonio should institute a Bond Improvement Program for financing or enlarging of any or all of the Aviation facilities at Stinson Municipal Airport.

3. Lessee agrees to pay a monthly rental of \$358.20 per month, payable in advance on the first day of each month, beginning with the first day of April, 1961. Provided, however, that for the next twelve (12) months following each annual anniversary of this lease, the then existing annual rental payments shall be adjusted in proportion to the increase or decrease of the average of the last available twelve monthly Indices of (a) Aggregate Weekly Payrolls in Manufacturing, and (b) Wholesale Prices - All Commodities, both as published by the United States Bureau of Labor Statistics. The computation for said adjustment shall be as follows:

The initial annual rental set forth above shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the last available twelve (12) monthly indices of (a) and (b) prior to the execution of this lease, and as set forth below, and the numerator of which shall be the similar common average for the twelve (12) monthly indices of (a) and (b) prior to the anniversary and succeeding those last utilized.

Provided, however, that said adjustment shall not take place unless the computation as aforesaid results in a change of 5% or more in the then existing annual rental payment. All index figures used must be final preliminary figures are not admissible. This provision shall be effective in this manner as long as both indices above mentioned are published by 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 basis of indices. As of the date of this agreement the average of the last available twelve (12) monthly indices of Aggregate Weekly Payrolls in Manufacturing is 171.5, being for figures prior to and including Oct. 1960: the similar average for indices for Wholesale Prices - All Commodities is 119.5, being for figures prior to and including Nov. 1960; the common average for the two averages above is 145.5. All calculations to determine increases or decreases shall use this common average as their base.

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

A. To engage in the business of aerial transportation of persons or property for hire, and/or furnishing aeronautical services, supplies, or instruction. In this connection, Lessee shall have the right to engage in any activity related to the business of operating aircraft for profit, including aerial surveying, photographing, mapping and advertising; to sell, rent, lease, purchase, exchange, dispose of or otherwise 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. It is expressly understood that Lessee may not engage in the sale of gasoline or other fuels other than engine oil from Lessor.

B. To use, in common with others, all public Airport facilities in such manner as may be necessary or convenient to the conduct of Lessee's business. The term "public Airport facilities", as used herein, shall mean all necessary landing area appurtenances, including runways, taxiways, aprons, roadways, lighting facilities, navigational and avigational aids, and other appurtenances for the take-off, flying and landing of aircraft. Lessee's right to the non-exclusive use of such facilities shall, at all times, be exercised subject to and in strict compliance and accordance with the laws of the United States and of the State of Texas, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in strict compliance with all Ordinances, rules and regulations promulgated by the City of San Antonio.

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

5. Lessee expressly covenants and agrees as follows:

A. No building shall be constructed within fifty (50) feet of the boundary lines of the leased premises, and all improvements constructed by Lessee will comply with all Ordinances of Lessor regulating such construction. All plans for such structures shall have the prior written approval of Lessor.

B. Lessor will at its expense place and maintain the foundation, outer walls, and roof of all improvements in a good state of repair, and will make at its expense all necessary major structural repairs not caused by the willful or wrongful acts of Lessee. A condition status report is attached to this lease as Exhibit 3, and made a part hereof and Lessee shall maintain said premises and at the end of this lease or any renewal thereof, return said premises to Lessor in a comparable or better condition, subject only to depreciation from normal wear and tear and loss due to fire, the elements and acts of war.

C. Lessee will remove all waste and garbage from the leased premises and agrees not to deposit waste or garbage on any part of the Airport, except that Lessee may deposit same temporarily on the leased premises in connection with the collection and removal thereof.

D. Lessee will erect no additional signs or advertising matter without the consent of Lessor.

E. 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 any other lawful authority to insure the safe and orderly conduct of operations and traffic to, from or upon the leased premises.

F. Lessee will not directly or indirectly assign, sublet, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises without written consent of Lessor; SAVE AND EXCEPT; however, Lessee may and is hereby authorized to rent hangar space to individuals, groups, firms or corporations on a day to day, week to week, month to month, or annual basis, subject to the superior right of the City to oust any such subtenant in the event that the City should terminate this lease under any provision here made, or without cause, upon thirty days written notice to Lessee.

G. Lessee will pay all taxes and assessments levied against the improvements placed on the premises by Lessee and all taxes levied on personal property by Lessee located on the leased premises. Lessee expressly covenants to pay all such assessments and taxes before they become delinquent.

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

or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of \$100,000 for one person and \$250,000 for two or more persons and in addition thereto to carry a minimum of \$50,000 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy; "It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellation of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

I. In any action brought by Lessor to enforce any provisions of this lease, Lessor shall be entitled to recover reasonable attorney's fees.

J. Lessee will conduct its business in a proper and first-class manner and will have a mechanic on duty or on call at least twelve (12) hours per day, seven (7) days per week. Lessee covenants that all services rendered and facilities provided by it will be adequate to meet the general demand for such services and facilities at the Airport.

K. It is specifically agreed and stipulated that the following concessions and the establishment thereof are excluded from this contract and lease, to-wit:

- (1) Ground transportation for hire
- (2) Western Union
- (3) Auto rental service
- (4) Food sales
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet, and personal services
- (8) Retail sale of non-aviation products offered for sale in the Terminal Building.

L. Lessee shall cause all improvements owned by Lessor on the leased premises to be kept insured in an amount not less than the sum of \$6,000. on Building 608, \$8,000. on Building 609 and \$12,000. on Building 610 against the perils of fire, extended coverage, and vandalism, and in amounts customary in the area against the perils of explosion from boilers and pressure vessels, sprinkler leakage and like perils. Lessee agrees to pay the cost of such insurance in addition to the rents herein provided to be paid by Lessee to Lessor. Property insurance policies required by this paragraph shall name Lessor as co-insured, shall contain waiver of subrogation endorsements and shall contain a provision that the Lessor shall be notified by the insurance company of any renewals, changes or cancellations of such insurance coverage by at least thirty (30) days notice to the Lessor in the event of cancellation or material change in the terms of said insurance. If during said term the hangar building, which constitutes a portion of the leased premises, be totally destroyed by any means whatsoever, then this lease shall terminate. Should, however, said building or leased premises be only partially damaged from any cause, so as to become untenable, then it shall be optional with Lessor to restore said premises to its former condition, provided Lessor gives to Lessee written notice of the exercise of such option within thirty (30) days after the occurrence of such damage, in which case Lessor shall proceed with due diligence with such repair, and until the premises are thus repaired, there shall be an abatement of said rent to the extent to which the leased premises, or part thereof, are rendered untenable. Should Lessor not exercise the option to repair, then this lease and the terms created hereby shall immediately cease and terminate.

M. Lessee acknowledges that he has examined the buildings and knows the condition thereof and that their condition is reflected in the status report attached to this agreement.

N. Lessee will cause to be made, executed and delivered to Lessor at the time of the execution of this lease a surety bond in the sum of Four Thousand Dollars (\$4,000), conditioned on the faithful performance of all conditions and covenants of this lease.

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

P. Upon the expiration of or termination of this lease, all buildings, structures, permanent fixtures and building improvements installed, erected, or placed by Lessee in, on, or about the leased premises, shall be removed by Lessee. In this connection, Lessee shall have 180 days after the expiration or other termination of this lease within which to affect such removal; provided, however, that during such 180 day period Lessee shall and does hereby covenant to pay the rental prescribed herein. Lessee further covenants to repair all damage, if any, resulting from the removal of such improvements.

Should Lessee fail to remove said improvements within such 180 day period, Lessor shall have the right to remove ~~said improvements~~ them at Lessee's expense, and Lessee hereby expressly covenants to pay the cost of such removal.

Provided, however, that Lessor may, at its option, upon termination of this lease, take title to such improvements in lieu of having them removed by or for Lessee.'

Q. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the expiration of this lease for any purpose other than the removal of improvements as provided in the preceding paragraph, Lessee shall become a tenant from month to month, and during such holding over shall comply with and perform all obligations imposed on Lessee by this lease. Should Lessee remain in possession without Lessor's consent after the expiration or other 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.

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

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act.
- D. The appointment of a receiver of Lessee's assets.
- E. Any assignment of Lessee's assets for the benefit of creditors.
- F. The taking of Lessee's leasehold interest by execution or other process of law.
- G. The divestiture of Lessee's estate herein by other operation of 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 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.

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

8. Sponsor's Assurance Subordination. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall relocate the improvements or terminate this lease,

9. Notices to Lessor shall be deemed sufficient if in writing and mailed, 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 Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Lessee at Stinson Municipal Airport, San Antonio, Texas.

EXECUTED this 27th day of April, 1961.

CITY OF SAN ANTONIO Lessor

ATTEST: J. H. INselmann  
Asst. City Clerk

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

AD AIR ACADEMY Lessee

By /s/ Ben Burns

AN ORDINANCE 29, 429 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH BERT WILCUT, DOING BUSINESS AS SAN ANTONIO AVIATION FOR THE USE OF CERTAIN PREMISES AT STINSON MUNICIPAL AIRPORT FOR A 5-YEAR PERIOD.

\* \* \* \* \*

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

- 1. The City Manager is hereby authorized to execute a lease agreement with Bert Wilcut, DBA San Antonio Aviation, for the use of certain premises at Stinson Municipal Airport for a 5-year period.
- 2. The Lease Agreement is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 27th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

STATE OF TEXAS )  
COUNTY OF BEXAR )

This Agreement, by and between the CITY OF SAN ANTONIO, TEXAS (hereinafter called "Lessor"), and Bert Wilcut, DBA SAN ANTONIO AVIATION (hereinafter called "Lessee"). With its principal office and place of business at San Antonio, Texas:

W I T N E S S E T H :

1. Lessor hereby leases unto Lessee the following premises (hereinafter called the "leased premises"), located at Stinson Municipal Airport, San Antonio, Texas:

A. Plot I described as follows:

BEGINNING at a point which is midway between Hangar 10 Bldg. 616 and Hangar 9 (Bldg. 614), and in the Southwest line of Mission Road,

THENCE in a southeasterly direction along said southwest line of Mission Road 303.33' to a corner;

THENCE in a southwesterly direction and at right angles to Mission Road 150.0' to a corner;

THENCE in a northwesterly direction and parallel to Mission Road 303.33' to a corner;

THENCE in a northeasterly direction and at right angles to Mission Road 150.0' to the point of beginning, the whole containing 45,500 square feet.

B. The City-owned buildings located on Plot I are known as Hangar 10, Bldg. 616 and Building 634.

The above described premises are designated as Plot I and Hangar 10 and Bldg. 634 on Exhibit 2 and a list of installed property owned by Lessor is shown on Exhibit 1, all of which are attached hereto and made a part hereof.

2. Lessee, subject to the faithful performance by Lessor of the covenants and conditions herein, is hereby granted the option of renewal of this lease on like terms and conditions for one renewal period of two years, commencing with the expiration of the base term of this agreement. In the event Lessee shall elect to exercise such renewal option, he shall give written notice of such election to Lessor by registered mail, not less than thirty (30) days prior to the expiration of the base term of this agreement. Such letter shall be addressed to the City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time.

It is understood and agreed that any language to the contrary notwithstanding, this Renewal Option is contingent, however, as follows: If Lessee elects to renew this Lease Agreement following the expiration of the base term of five (5) years, said lease during such renewal period, may be and is subject to re-negotiation of terms in the event and only in the event during such renewal period, the City of San Antonio should institute a Bond Improvement Program for financing or enlarging of any or all of the Aviation facilities at Stinson Municipal Airport.

3. Lessee agrees to pay a monthly rental of \$326.00 which includes the amount on the following:

Bldg. 616	Hangar #10	\$299.00
Bldg. 634		\$ 27.00

Payable in advance on the first day of each month, beginning with the first day of February, 1961. Provided, however, that for the next twelve (12) months following each annual anniversary of this lease, the then existing annual rental payments shall be adjusted in proportion to the increase or decrease of the average of the last available twelve monthly Indices of (a) Aggregate Weekly Payrolls in Manufacturing, and (b) Wholesale Prices - All Commodities, both as published by the United States Bureau of Labor Statistics. The computation for said adjustment shall be as follows:

The initial annual rental set forth above shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the last available twelve (12) monthly indices of (a) and (b) prior to the execution of this lease, and as set forth below, and the numerator of which shall be the similar common average for the twelve (12) monthly indices of (a) and (b) prior to the anniversary and succeeding those last utilized.

Provided, however, that said adjustment shall not take place unless the computation as aforesaid results in a change of 5% or more in the then existing annual rental payment. All index figures used must be final preliminary figures are not admissible. This provision shall be effective in this manner as long as both indices above mentioned are published by 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 basis of indices. As of the date of this agreement the average of the last available twelve (12) monthly indices of Aggregate Weekly Payrolls in Manufacturing is 170.8 being for figures prior to and including August 1960; the similar average for indices for Wholesale Prices - All Commodities is 119.4 being for figures prior to and including September 1960; the common average for the two averages above is 145.1. All calculations to determine increases or decreases shall use this common average as their base.

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

A. To engage in the business of aerial transportation of persons or property for hire, and/or furnishing aeronautical services, supplies, or instruction. In this connection, Lessee shall have the right to engage in any activity related in 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. It is expressly understood that Lessee may not engage in the sale of gasoline or other fuels other than engine oil from Lessor.

B. To use, in common with others, all public airport facilities in such manner as may be necessary or convenient to the conduct of Lessee's business. The term "public Airport facilities", as used herein, shall mean all necessary landing area appurtenances, including runways, taxiways, aprons, roadways, lighting facilities, navigational and avigational aids, and other appurtenances for the take-off, flying and landing of aircraft. Lessee's right to the non-exclusive use of such facilities shall, at all times, be exercised subject to and in strict compliance and accordance with the laws of the United States and of the State of Texas, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in strict compliance with all Ordinances, rules and regulations promulgated by the City of San Antonio.

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

5. Lessee expressly covenants and agrees as follows:

A. No building shall be constructed within fifty (50) feet of the boundary lines of the leased premises, and all improvements constructed by lessee will comply with all Ordinances of Lessor regulating such construction. All plans for such structures shall have the prior written approval of Lessor.

B. Lessor will at its expense place and maintain the foundation, outer walls, and roof of all improvements in a good state of repair, and will make at its expense all necessary major structural repairs not caused by the willful or wrongful acts of Lessee. A condition status report is attached to this lease as Exhibit 3, and made a part hereof and Lessee shall maintain said premises and at the end of this lease or any renewal thereof, return said premises to Lessor in a comparable or better condition, subject only to depreciation from normal wear and tear and loss due to fire, the elements and acts of war.

C. Lessee will remove all waste and garbage from the leased premises and agrees not to deposit waste or garbage on any part of the Airport, except that Lessee may deposit same temporarily on the leased premises in connection with the collection and removal thereof.

D. Lessee will erect no additional signs or advertising matter without the consent of Lessor.

E. 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 any other lawful authority to insure the safe and orderly conduct of operations and traffic to, from or upon the leased premises.

F. Lessee will not directly or indirectly assign, sublet, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises without written consent of Lessor; SAVE AND EXCEPT, however, Lessee may and is hereby authorized to rent hangar space to individuals, groups, firms or corporations on a day to day, week to week, month to month, or annual basis, subject to the superior right of the City to oust any such subtenant in the event that the City should terminate this lease under any provision here made, or without cause, upon thirty days notice to Lessee.

G. Lessee will pay all taxes and assessments levied against the improvements placed on the premises by Lessee and all taxes levied on personal property of Lessee located on the leased premises. Lessee expressly covenants to pay all such assessments and taxes before they become delinquent.

H. Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand, of whatever nature, made by or on behalf of any person, arising out of or in any way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants. As part of its obligation hereunder, Lessee agrees to carry public liability insurance, naming Lessor as co-insured, in the minimum sum of \$100,000 for one person and \$250,000 for two or more persons and in addition thereto to carry a minimum of \$50,000 insurance for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy; "It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellation of this policy and that this policy will remain in full force and effect until thirty (30) days after such notice is given."

I. In any action brought by Lessor to enforce any provision of this lease, Lessor shall be entitled to recover reasonable attorney's fees.

J. Lessee will conduct its business in a proper and first-class manner and will have a mechanic on duty or on call at least twelve (12) hours per day, seven (7) days per week. Lessee covenants that all services rendered and facilities provided by it will be adequate to meet the general demand for such services and facilities at the Airport.

K. It is specifically agreed and stipulated that the following concessions and the establishment thereof are excluded from this contract and lease, to-wit:

- (1) Ground transportation for hire
- (2) Western Union
- (3) Auto rental service
- (4) Food sales
- (5) News and sundry sales
- (6) Advertising concessions
- (7) Barber, valet and personal services
- (8) Retail sale of non-aviation products offered for sale in the Terminal Building.

L. Lessee shall cause all improvements owned by Lessor on the leased premises to be kept insured in an amount not less than the sum of \$12,000 against the perils of fire, extended coverage, and vandalism, and in amounts customary in the area against the perils of explosion from boilers and pressure vessels, sprinkler leakage and like perils. Lessee agrees to pay the cost of such insurance in addition to the rents herein provided to be paid by Lessee to Lessor. Property insurance policies required by this paragraph shall name Lessor as co-insured, shall contain waiver of subrogation endorsements and shall contain a provision that the Lessor shall be notified by the insurance company of any renewals, changes or cancellations of such insurance coverage by at least thirty (30) days notice to the Lessor in the event of cancellation or material change in the terms of said insurance. If during said term the hangar building, which constitutes a portion of the leased premises, be totally destroyed by any means whatsoever, then this lease shall terminate. Should however, said building or leased premises be only partially damaged from any cause, so as to become untenable, then it shall be optional with Lessor to restore said premises to its former condition, provided Lessor gives to Lessee written notice of the exercise of such option within thirty (30) days after the occurrence of such damage, in which case Lessor shall proceed with due diligence with such repair, and until the premises are thus repaired, there shall be an abatement of said rent to the extent to which the leased premises, or part thereof, are rendered untenable. Should Lessor not exercise the option to repair, then this lease and the terms created hereby shall immediately cease and terminate.

M. Lessee acknowledges that he has examined the buildings and knows the condition thereof and that their condition is reflected in the status report attached to this agreement.

N. Lessee will cause to be made, executed and delivered to Lessor at the time of the execution of this lease a surety bond in the sum of Two-Thousand Dollars (\$2,000), conditioned on the faithful performance of all conditions and covenants of this lease.

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

P. Upon the expiration of or termination of this lease, all buildings, structures, permanent fixtures and building improvements installed, erected, or placed by Lessee in, on, or about the leased premises, shall be removed by Lessee. In this connection, Lessee shall have 180 days after the expiration or other termination of this lease within which to affect such removal; provided, however, that during such 180 day period Lessee shall and does hereby covenant to pay the rental prescribed herein. Lessee further covenants to repair all damage, if any resulting from the removal of such improvements.

Should Lessee fail to remove said improvements within such 180 day period, Lessor shall have the right to remove them at Lessee's expense, and Lessee hereby expressly covenants to pay the cost of such removal.

Provided, however, that Lessor may, at its option, upon termination of this lease, take title to such improvements in lieu of having them removed by or for Lessee.

Q. If Lessee shall, with the consent of Lessor, continue in possession of the leased premises after the expiration of this lease for any purpose other than the removal of improvements as provided in the preceding paragraph, Lessee shall become a tenant from month to month, and during such holding over shall comply with and perform all obligations imposed on Lessee by this lease. Should Lessee remain in possession without Lessor's consent after the expiration or other 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.

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

A. The filing by Lessee of a voluntary petition in bankruptcy.

B. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.

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

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

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

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

G. The divestiture of Lessee's estate hereinby 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 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.

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

8. Sponsor's Assurance Subordination. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall relocate the improvements or terminate this lease.

9. Notices to Lessor shall be deemed sufficient if in writing and mailed, postage pre-paid, addressed to City Manager, City Hall, San Antonio, Texas, or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage pre-paid, addressed to Lessee at Stinson Municipal Airport, San Antonio, Texas.

EXECUTED this 27th day of April, 1961.

CITY OF SAN ANTONIO Lessor

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

ATTEST: J. H. Inselmann  
Asst. City Clerk

SAN ANTONIO AVIATION Lessee

By /s/ Bert Wilcut

Exhibit 1

INSTALLED PROPERTY

2 Commodes

3 Lavatories

4 15 lb. CO<sup>2</sup>

No. 114699	95725	249108	249846
No. 120303-920-40	120202-920-37	120303-920-39	120303-920-38

43 Fluorescent fixtures - 4 tube 48"

1 Urinal

1 Lathe 10" South Bend.  
No. 164-3D-1045

Exhibit 2

Drawings

Exhibit 3

CONDITON REPORT

Building 616

- Roof leaks needs sealing.
- Windows on East side broken.
- Doors need repairing.
- Wiring needs to be repaired in two or three places.

Building 634

Roof needs repairing.

/s/ Bert Wilcut

AN ORDINANCE 29, 430 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS TO CERTIFICATED PASSENGER AIRLINES' LEASES AT INTERNATIONAL AIRPORT TO PROVIDE FOR AN INCREASE IN THE LANDING FEES AT SAID AIRPORT FOR A FIVE-YEAR PERIOD.

\* \* \* \* \*

1. The City Manager is hereby authorized to execute amendments with the following named certificated passenger airlines operating at International Airport, for an increase in landing fees for a five-year period commencing on the 1st day of January, 1961 and terminating December 31, 1965, to increase the charge from \$0.10 per 1,000 pounds to \$0.105 per 1,000 pounds, as follows:

- a. Trans-Texas Airways, Inc. ✓
- b. Continental Airlines, Inc. ✓
- c. Cia, Mexicana De Aviacion, S. A. ✓
- d. Eastern Airlines, Inc. ✓
- e. Braniff Airways, Inc. ✓
- f. American Airlines, Inc. ✓

2. The lease amendments are attached hereto and made a part hereof.

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

FOURTH AMENDMENT TO LEASE

STATE OF TEXAS        )  
                              )  
COUNTY OF BEXAR     )

WHEREAS, a Lease dated January 1, 1958, was executed between the undersigned, CITY OF SAN ANTONIO, a Municipal Corporation (hereinafter referred to as "Lessor") and TRANS-TEXAR AIRWAYS, INC., A Texas Corporation (hereinafter referred to as "Lessee"), for certain pre-mises, facilities and rights in connection with and on the San Antonio International Airport, City of San Antonio, County of Bexar, Texas, and was amended by First, Second and Third Amendments; and

WHEREAS, the parties hereto desire to further amend said Lease dated January 1, 1958, as amended, to set forth the landing fees for the period beginning January 1, 1961 and ending December 31, 1965 mutually agreed to by Lessor and Lessee;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. That part of Section E of Article III - RENTALS AND FEES, of said Lease dated January 1, 1958, as amended, which reads:

"For the calendar year 1960 and thereafter                   \$0.10 per 1,000 lbs."

shall be amended by deletion of the words "and thereafter" and by the addition of the following:

"For the calendar years 1961 through 1965, inclusive                   \$0.105 per 1,000 lbs."

2. As hereby and heretofore (by First, Second and Third Amendments) amended, said Lease dated January 1, 1958, shall remain in full force and effect.

EXECUTED this 27th day of April, 1961.

ATTEST: J. H. Inselmann  
Asst. City Clerk

Lessor: CITY OF SAN ANTONIO  
by /s/ B. J. Shelley  
Assistant City Manager

Lessee: TRANS-TEXAS AIRWAYS, INC.  
by /s/ Jack K. Ayer

FIRST AMENDMENT TO LEASE

WHEREAS, a lease dated January 1, 1958, was executed between the undersigned, CITY OF SAN ANTONIO, a Municipal Corporation (hereinafter referred to as "Lessor") and CONTINENTAL AIRLINES, INC., a Nevada Corporation (hereinafter referred to as "Lessee"), for certain premises, facilities and rights in connection with and on the San Antonio International Airport, City of San Antonio, County of Bexar, Texas; and

WHEREAS, the parties hereto desire to amend said Lease dated January 1, 1958, to set forth the landing fees for the period beginning January 1, 1961 and ending December 31, 1965 mutually agreed to by Lessor and Lessee;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. That part of Section E of Article III - LANDING FEES, of said Lease dated January 1, 1958, which reads:

"For the calendar year 1960 and thereafter \$0.10 per 1,000 lbs."

shall be amended by deletion of the words "and thereafter" and by the addition of the following:

"For the calendar years 1961 through 1965, inclusive \$0.105 per 1,000 lbs."

2. As hereby amended, said lease dated January 1, 1958, shall remain in full force and effect.

EXECUTED this 27th day of April, 1961.

Lessor: CITY OF SAN ANTONIO

ATTEST: J. H. Inselmann  
Asst. City Clerk

by /s/ B. J. Shelley'  
Assitant City Manager

Lessee: CONTINENTAL AIRLINES, INC.

by /s/ P. W. Schods ?

ATTEST: George J. M. Kelly  
Secretary

FOURTH AMENDMENT TO LEASE

STATE OF TEXAS )  
 )  
COUNTY OF BEXAR )

WHEREAS, a Lease dated January 1, 1958, was executed between the undersigned, CITY OF SAN ANTONIO, a Municipal Corporation (hereinafter referred to as "Lessor") and CIA. MEXICANA DE AVIACION, S. A., a MEXICAN corporation (hereinafter referred to as "Lessee"), for certain premises, facilities and rights in connection with and--on the San Antonio International Airport, City of San Antonio, --- County of Bexar, Texas, and was amended by First, SEcond and Third Amendments; and

WHEREAS, the parties hereto desire to further amend said Lease dated January 1, 1958, as amended, to set forth the landing fees for the period beginning January 1, 1961 and ending December 31, 1965 mutually agreed to by Lessor and Lessee;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. That part of Section E of Article III - RENTALS AND FEES ,of said Lease dated January 1, 1958, as amended, which reads:

"for the calendar year 1960 and therafter \$0.10 per 1,000 lbs."

shall be amended by deletion of thereafter" and by the addition of the following:

"For the calendar years 1961 through 1965, inclusive \$0.105 per 1,000 lbs."

2. As hereby and heretofore (by First, Second and Third Amendments) amended, said Lease dated January 1, 1958, shall remain in full force and effect.

EXECUTED this 27th day of April, 1961.

Lessor: CITY OF SAN ANTONIO

by /s/ B.J. Shelley  
Assistant City Manager



1. That part of Section E of Article III - RENTALS AND FEES, of said Lease dated January 1, 1958, as amended, which reads:

"For the calendar year 1960 and thereafter \$0.10 per 1,000 lbs."

shall be amended by deletion of the words "and thereafter" and by the addition of the following:

"For the calendar years 1961 through 1965, inclusive \$0.105 per 1,000 lbs."

2. As hereby and heretofore (by First, Second and Third Amendments) amended, said Lease dated January 1, 1958, shall remain in full force and effect.

EXECUTED this 27th day of April, 1961.

Lessor: CITY OF SAN ANTONIO

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

ATTEST: J. H. Inselmann  
Ass't City Clerk

Lessee: BRANIFF AIRWAYS, INCORPORATED

ATTEST: Velta Bowlware  
Asst. Secretary

AMENDMENT TO LEASE

WHEREAS, a Lease dated January 1, 1958, was executed between the CITY OF SAN ANTONIO, a municipal corporation, hereinafter called LESSOR, and AMERICAN AIRLINES, INC., a Delaware corporation, hereinafter called LESSEE, for certain premises, facilities and rights in connection with and on the San Antonio International Airport, City of San Antonio, County of Bexar, Texas; and

WHEREAS, the parties hereto desire to amend said Lease to set forth the landing fees for the period beginning January 1, 1961 and ending December 31, 1965;

NOW, THEREFORE, the parties hereto agree as follows:

1. That part of Section E of Article III - RENTALS AND FEES of said Lease which reads:

"For the calendar years 1960 and thereafter \$0.10 per 1,000 lbs."

shall be amended by deleting the words "and thereafter" and by adding the following:

"for the calendar years 1961 through 1965, inclusive \$0.105 per 1,000 lbs."

2. Said Lease, as hereby amended, shall remain in full force and effect until terminated as provided therein.

EXECUTED this 27th day of April, 1961.

CITY OF SAN ANTONIO

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

ATTEST: J. H. Inselmann  
Asst. City Clerk

AMERICAN AIRLINES, INC.

AN ORDINANCE 29, 431

CHANGING THE NAME OF THAT PORTION OF INTERSTATE HIGHWAY 10 EXTENDING FROM ITS INTERSECTION WITH INTERSTATE HIGHWAY 35 EXCHANGE NORTHWEST TO THE CITY LIMITS FROM "NORTHWEST FREEWAY" TO "NORTHWEST EXPRESSWAY."

\*\*\*\*\*

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

1. The name of that portion of Interstate Highway 10 extending from its intersection with Interstate Highway 35 exchange northwest to the City Limits is hereby changed from "Northwest Freeway" to "Northwest Expressway".

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

AN ORDINANCE 29, 432 ✓

AUTHORIZING THE CITY MANAGER TO EXECUTE A CON-  
STRUCTION AND MAINTENANCE AGREEMENT WITH THE STATE  
OF TEXAS (STATE HIGHWAY DEPARTMENT) FOR SOUTHWEST AND  
SOUTHEAST MILITARY DRIVE DROM STATE HIGHWAY 346  
(SOMERSET ROAD) TO STATE HIGHWAY 16 (SOUTH FLORES STREET)

\* \* \* \* \*

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

- 1. The City Manager is hereby authorized to execute a Construction and Maintenance Agreement with the State of Texas (State Highway Department) for Southwest and Southeast Military Drive from State Highway 346 (Somerset Road) to State Highway 16 (South Flores Street).
- 2. The Agreement is attached hereto and made a part hereof.
- 3. PASSED AND APPROVED this 27th day of April, 1961.

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

MUNICIPAL CONSTRUCTION AND MAINTENANCE AGREEMENT

STATE OF TEXAS )  
COUNTY OF TRAVIS )

This agreement made this 27th day of April, 1961 by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of San Antonio, Bexar County, Texas, acting by and through its duly authorized officers under an ordinance passed the 27th day of April, 1961, hereinafter called the "City", party of the second part.

W I T N E S S E T H

WHEREAS, the City has requested the State to contribute financial aid in the improvement and maintenance of Southwest Military Drive within such City, from State Highway 346 (Somerset Road) to State Highway 16 (South Flores Street), the route of Highway No. Loop 13 and hereinafter called the "Project", and has by proper ordinance authorized the State to enter upon and improve and maintain or assist the City in the improvement and maintenance of said project; and

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

A G R E E M E N T

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

Project Authorization

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

crement as such increment is developed will be attached hereto, marked "Exhibit A", and made a part hereof in all respects.

#### Right of Way and Existing Utilities

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

#### Construction Responsibilities

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

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

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

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

#### General

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

#### SPECIAL Conditions

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

The City will neither cut nor permit a third party to cut the pavement for the placement of any pipe or conduit for any utility on or across the pavement. Future transverse utility mains shall be placed under pavement by drilling or boring. The City agrees to hold to a minimum overhead power lines across the project. When such power lines are considered necessary, poles shall be situated within one foot of the right of way line, and the line and structure construction of crossing shall conform to the highest grade as defined by the latest published edition of the National Electrical Safety code published by the National Bureau of Standards.

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

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

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

Indemnification

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of San Antonio, Texas on the 27th day of April, 1961 and the Highway Department on the day of \_\_\_\_\_, 1961.

CITY OF SAN ANTONIO

by /s/ L. H. Andrews  
City Manager

ATTEST: J. Frank Gallagher  
City Clerk

THE STATE OF TEXAS

AN ORDINANCE 29, 433

AUTHORIZING the CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH HOWARD AERO, INC., FOR THE USE OF CERTAIN PREMISES AT INTERNATIONAL AIRPORT FOR A 10-YEAR PERIOD.

\*\*\*\*\*

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

1. The City Manager is hereby authorized to execute a Lease Agreement with Howard Aero, Inc., for the use of the following premises at International Airport for a 10-year period:

- (a) Plot J-1, 2.088 acres;
- (b) Plot J-2, .517 acres.

together with all improvements thereof.

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

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

J. EDWIN KUYKENDALL, M A Y O R

ATTEST: J. Frank Gallagher  
City Clerk

STATE OF TEXAS )  
 )  
COUNTY OF BEXAR )

This Lease Agreement, made this 1st day of June, 1960, between the CITY OF SAN ANTONIO, (hereinafter referred to as the "Lessor"), and HOWARD AERO, INC., a corporation incorporated under the laws of the State of Texas, with its principal office at San Antonio, Bexar County, Texas, (hereinafter referred to as the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor herein is the owner of San Antonio International Airport, located in the City of San Antonio, County of Bexar, (hereinafter referred to as the "Airport"), and,

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to grant and lease unto the Lessee certain parcels of land described herein, together with certain improvements therein and certain privileges, rights and uses and interests therein, as hereinafter set out; and,

WHEREAS, the Lessee is a corporation engaged in commercial aviation retail sales, fuel vending, and general activities of fixed base operation, aircraft sales, aircraft and engine manufacturing and re-building; and,

WHEREAS, the Lessee proposes to lease on a net basis from the Lessor, the ground area located in the Northeast portion of the Airport known as Areas J-1 (containing 2.088 acres) and J-2 (containing .517 acres), and all improvements thereon, including the following buildings: Building No. 101 (12,423 square feet), known as the "Slick Hangar Building", Building No. 125 (1,200 square feet), known as the "Slick Paint Shop", Building No. 120, (3,200 square feet), known as the "Slick Cargo Building", Building No. 135 (2,370 square feet) and Building No. 136, (2,027 square feet), and,

WHEREAS, the Lessor owns said buildings and ground areas, and,

WHEREAS, the Lessee has indicated a willingness and ability to properly keep and maintain and improve said buildings and ground area in accordance with standards established by the Lessor if granted a lease of sufficient term on said buildings and ground area around and underlying said buildings; and,

WHEREAS, the Lessor desires to grant and lease unto the Lessee said Plots J-1 and J-2, together with all improvements thereon, including Buildings No. 101, 120, 125, 135 and 136 upon said Airport, together with certain privileges, rights, uses and interests therein, exclusive or otherwise as hereinafter specifically set out; and

WHEREAS, the Lessee desires to obtain and avail itself of the said privileges, rights, uses and interests herein, NOW THEREFORE,

ARTICLE I

1. Description of Premises Demised. The Lessor, in consideration of the compensations and the sundry covenants and agreements set forth herein to be kept and performed by the Lessee, does hereby and by these presents demise and lease unto the Lessee upon the conditions hereinafter set forth, all of which the Lessee accepts, the following premises, together with improvements thereon, (hereinafter called the "leased premises" or "demised premises"), and attendant privileges, uses, rights and interests hereinafter described to-wit:

A. Plot J-1, Northeast Area, San Antonio International Airport, City of San Antonio, Bexar County, Texas,

From a point which is S 86° 31' 30" W, 487.5 feet, and S 03° 28' 30" E 25.0 feet from the intersection of centerlines of "D" Street and First Avenue, which point is the place of beginning;

THENCE S 86° 31' 30" W 262.5 feet to a point for Northwest corner of this Plot;

THENCE S 03° 28' 30" E 395.0 feet to a point for Southwest corner of this Plot, being also a point S 86° 31' 30" W 300.0 feet from West edge of apron and N. 03° 28' 30" W 125.0 feet from centerline (before widening of Taxiway No. 13;

THENCE N 86° 31' 30" E 206.25 feet for a Southeast corner;

THENCE N 03° 28' 30" W 226.25 feet for an inside corner;

THENCE N 86° 31' 30" E 56.25 feet for a point another Southeast corner;

THENCE N 03° 28' 30" W 168.75 feet to the place of beginning and containing 2.088 acres, more or less.

- B. Plot J-2, in the Northeast building area in International Airport and more particularly described as follows:

BEGINNING at a point which is 25.0 feet W of "D" Street and 25.0 feet S of 1st Avenue,

THENCE proceed S 3° 28' 30" W and parallel to "D" Street (produced) a distance of 150.0 feet to the SE corner;

THENCE proceed S 86° 31' 30" W a distance of 150.0 feet to the SW corner;

THENCE proceed N 3° 28' 30" W a distance of 150.0 feet to the NW corner;

THENCE proceed N 86° 31' 30" E a distance of 150.0 feet to the NE corner and point of beginning and containing 22,500 square feet or 0.517 acres.

The location of the leased premises are set forth on Exhibit I, and the condition of the improvements is as set out in the joint inventory and condition report, all of which are attached hereto and made a part hereof, together with the general use of all public Airport facilities and improvements of public nature which are now or may hereafter be connected with or appurtenant to said Airport except as hereinafter provided, to be used by Lessee and/or its sub-lessees for commercial hangar and fixed base operations as herein defined or by Lessee and/or its sub-lessees for aircraft and engine building, re-building and major modification operations including the sale of such engines and aircraft so built, re-built or modified.

For the purpose of this lease "public Airport facilities" shall include all necessary landing area appurtenances, including, but not limited to approach areas, runway, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and avigational aids, lighting facilities, adequate Terminal Facilities, or other public things appurtenant to said Airport.

(a) It is stipulated and agreed that no functional alteration of the premises, except as reflected in said Exhibit I, shall be made which shall substantially adversely affect the use by Lessee of the demised premises without the specific consent of the Lessee herein.

(b) It is mutually agreed that the right to use said public 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 and the State of Texas, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, regulations and Ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.

2. Privileges, Uses, Rights and Interests. In addition to the general privileges, uses, rights, and interests attaching to the demised premises hereinbefore described and without limiting the generality thereof, the following particular privileges, uses, rights and interests are demised to the Lessee and/or its tenants and sub-lessees, to-wit:

(a) The loading and unloading of aircraft in any lawful commercial aviation activities, other than air-carrier.

(b) The maintenance, storing and servicing of aircraft, which shall include overhauling, rebuilding, repairing, inspection and licensing of same, and the purchase and sale of parts, equipment, and accessories therefor.

(c) The right to maintain a business of buying and selling aircraft, parts and accessories therefor, aircraft fuels, lubricants and propellants solely in the area specified below in sub-section (d) hereof, including the right to use vehicles to service aircraft for the sale of aircraft fuel and lubricants on said Airport, aviation equipment of all descriptions either at retail or wholesale or as a dealer; tobacco, confections and refreshments vended by coin operated machines; and to maintain on said premises appropriate facilities for the conducting of said business.

(d) The right to sell aircraft fuels, lubricants and propellants at said Airport except at specific places on said Airport as may from time to time be designated by the Lessor.

(e) The manufacture and assembly of aircraft and engines, which shall include rebuilding, overhauling, inspection and licensing of same, and the purchase and sale of parts, equipment, and accessories therefor.

(f) The training on the Airport of personnel in the employ of the lessee and/or its tenants and sublessees and members of the public generally as students, or otherwise, in any art, science, craft or skill pertaining directly or indirectly to aircraft.

(g) The unrestricted use of said public Airport facilities and navigational aids and facilities relating thereto for purposes of commercial and non-commercial landings, take-offs and taxiing of aircraft, other than air carrier.

(h) The unrestricted use of and a right of ingress to and egress from the demised premises without charge therefor except the considerations set out herein.

(i) The right to 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, subject, however, to the conditions herein generally or particularly set forth.

3. Definition of Hangar and Fixed Base Operations. Hangar operations are hereby defined as the housing in hangars, shops, or related office space of any activity related to the business of repairing, leasing, purchasing, or otherwise acquiring, selling, exchanging, disposing of, dealing in or distribution of aircraft of every class and description, engines, motors, aircraft instruments, devices, supplies and accessories; the servicing of aircraft, serial survey, photography, mapping and the sales of said work and services; the operation of schools of flying, navigation, mechanics, aerial survey, photography, aircraft design, theory and construction; aeronautical and allied research; the operation of the business of the non-scheduled and charter transportation of passengers, the maintenance of offices and operation or undertaking of any phase of aviation commercial activity for profit related to or in any way contributing to air transportation or aerial navigation.

Fixed base operations are hereby defined as a person, firm or corporation engaging in the sale, renting, leasing, and operating of aircraft for profit, including as related phases, the custom repair, overhauling, and modification of aircraft and activities set forth in Article I, Section 2, Sub-section (a) through (d) including the selling of aircraft and the conduct of any non-scheduled type of flight operations for commercial purposes.

4. Definitions of Aircraft and Engine Building, Re-building and Aircraft Sales. Aircraft and engine building, re-building and major modification activities are hereby defined as the manufacturing, re-habilitation, re-building and re-construction of aircraft and aircraft engines undertaken primarily as a manufacturing operation. For the purposes of the activities herein defined, Aircraft Sales Activities are hereby defined as the sale of aircraft manufactured and re-built by Lessee under the terms of this lease.

5. Lessee May Engage in Either - Lessee may, at any time during the term hereof, undertake Aircraft and Engine Building and Re-building operations or undertake Hangar and Fixed Base Operations on the demised premises, provided that in the event Lessee undertakes Hangar and Fixed Base Operations as defined below. Lessee agrees thereupon and thereafter to pay the additional rentals set forth in Article VI, Paragraph 4, hereof.

## ARTICLE II

### OPTIONS

-NONE-

## ARTICLE III

### UNDERTAKINGS OF LESSOR WHICH ARE CONSIDERATIONS HEREIN

1. Lessor covenants and agrees that at and until the granting and delivery of this lease it is well seized of the leased premises and has good title thereto free and clear of all liens and encumbrances having priority over this lease and full right and authority to lease the same as herein set forth and that all things have happened and been done to make its granting of said lease affective and Lessor warrants to the Lessee peaceful possession and quiet enjoyment of the leased premises during the term hereof upon performance of Lessee's covenants herein.

2. Lessor covenants and agrees during the initial ten(10) years of the term hereof to operate and maintain the Airport and its public Airport facilities, as defined in Article I, Paragraph 1, as a public Airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal Airport Act. Thereafter, the Lessor may, but shall not be obligated to maintain the Airport under the terms of this lease. In the event, however, that the Airport should be abandoned the City must give Lessee liquidated damages, as are provided in Article VII, Paragraph 3, hereof, and all rental, future fees and charges shall cease and thereby be discontinued.

3. The Lessor does not assume any responsibility as to the present condition of the leased premises and does not assume responsibility for maintenance, upkeep or repair necessary to keep the premises in a safe and serviceable condition.

## ARTICLE IV

### UNDERTAKINGS OF LESSEE WHICH ARE CONSIDERATION HEREIN

1. The use and occupancy of said premises by the Lessee shall be without cost or expense to the Lessor. It is understood and agreed that the Lessor is not obligated to furnish any utility services such as light, water and gas, to the Lessee during the period of occupancy. If the Lessor operates or maintains water or other utility services to the premises covered by this lease, it will continue to furnish such utility service at the request of the Lessee providing that the Lessee shall assume and pay for necessary meters for measuring said service and the charges for providing such service. Lessee further agrees that in the event it shall become necessary to make changes upon the premises or within the buildings covered by this lease, or any wiring or similar installations, the Lessee will promptly make such changes and installations at the its expense as directed and required by utility company.

2. Lessee agrees, at its own expense, to cause the lands demised, the buildings, improvements and appurtenances thereto, to be maintained in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport.

3. Lessee agrees, at its own expense, to cause to be kept and maintained all structures on the leased premises in as good repair during the term hereof as of the date this lease was executed, normal wear and tear excepted.

4. Lessee agrees to cause to be removed at its own expense from the leased premises, all waste, garbage and rubbish and agrees not to deposit the same on any part of the Airport, except Lessee may deposit same temporarily on the demised premises in connection with collection or removal. Provided, however, that in the event that normal Municipal Services undertake the collection and disposal of waste, the Lessee agrees to abide by the regulations and Ordinances applicable thereto.

5. Lessee shall save the Lessor harmless of and from any and all costs or charges for utility services furnished to or required by the Lessee during the term and/or expense, such as may be necessary or required in the operation and maintenance of the demised premises; provided, however, that the Lessee is hereby given the right to connect to any and all storm and sanitary sewers, water and utility outlets at its own cost and expense and shall pay for any and all service charges incurred or used on said leased premises. Lessee further agrees to construct, pave and maintain all necessary access roadways to the demised premises over rights-of-way provided by Lessor.

6. Lessee covenants and agrees that it will cause to be made, executed and delivered to Lessor at the time of the execution of this lease, a Surety Bond in the sum of Five Thousand Dollars (\$5,000), conditioned on the faithful performance of all conditions and covenants of this lease.

7. Lessee agrees as a condition to this lease, that it will furnish all services rendered on a fair, equal and non-discriminatory basis to all users thereof, and will charge fair, reasonable and non-discriminatory prices for each unit of sale of service; provided that the Lessee will be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

8. Lessee will not suffer or permit to be maintained upon the outside of any improvements on the leased premises any billboards or advertising signs except that Lessee may maintain neatly painted, electric or neon sign or signs, such signs, however, as to their size, construction, location, content, color and general appearance to be approved by the Lessor.

9. Lessee and its tenants, employees, agents and servants will obey such reasonable rules and regulations as may from time to time be promulgated by Lessor or its authorized agents in charge of the Airport to insure the safe and orderly conduct of operations and traffic to, from or upon the demised premises, and Lessee and its tenants will obey such rules and regulations as may from time to time be promulgated by the United States or any department or agency thereof, by the State of Texas and by the County of Bexar for like purposes.

10. Lessee accepts the leased premises in their present condition and without expense to Lessor will repair and maintain the installation thereon in the condition as set out in the joint inventory and conditions report attached and made a part hereof and remove or cause to be removed, weeds and debris from the leased ground to the extent the use thereof by Lessee and its tenants may require.

11. Nothing herein shall be deemed to relieve the Lessee and its tenants, sub-lessees, patrons, invitees, and others from field use charges as are levied generally by the Lessor directly upon the operation of aircraft including fuel flowage fees.

12. Lessee, beginning on the date hereof and during the full term or until earlier termination of this lease shall cause all improvements owned by the Lessor on the demised premises to be kept insured in an amount not less than the full reasonable insurable value thereof, but not less than the initial sums set forth below, against the perils of fire, extended coverage and vandalism, and in amounts customary in the area against the perils of explosion from boilers and pressure vessels, sprinkler leakage and like perils, and for at least a minimum sum of 1/10 of said sums for each remaining year for all renewal periods of such insurance.

The following buildings on the leased premises shall be insured as provided above in an amount not less than an initial sum of \$50,000.00 for Hangar #101, \$3,000.00 for Building #120, \$2,000.00 for Building #125, \$6,500.00 for Building #135, and \$5,500.00 for Building #136.

The proceeds of any such insurance, paid on account of any of the perils aforesaid, shall be used to defray the cost of repairing the damage done to said improvements, or in the case of their destruction or the destruction of any part thereof, the cost of reconstruction thereof, provided, however, that such proceeds need not be devoted to such repair, restoration or reconstruction but shall be retained by Lessor if Lessee cancels this lease pursuant to Article VII, Paragraph 3, hereof. Lessee agrees to pay the cost of such insurance in addition to the rents herein provided to be paid by Lessee to Lessor. Property insurance policies required by this paragraph shall contain waiver of subrogation endorsements and shall contain a provision that the Lessor shall be notified by the Insurance Company of any renewals,

changes or cancellations of such insurance coverage by at least thirty (30) days' notice to the Lessor in the event of cancellation or material change in the terms of said insurance.

13. Lessee agrees that no additional structures or building improvements other than fences, carports and other non-enclosed structures, will be placed on the demised premises nearer than fifty (50) feet to the boundaries of said premises of Plots J-1 and J-2 as shown on Exhibit 1, provided that building improvements in existence as of the date of this lease may be improved and maintained but not extended, even if closer than fifty (50) feet to the boundaries of the demised premises, except in case wherein, by written statements it can be proven that such a condition would cause an economical hardship upon the Lessee, in which event a waiver could be granted by Lessor.'

#### ARTICLE V

##### TERM OF LEASEHOLD

1. The term of this lease shall be for a period of ten (10) years commencing on the 1st day of June, 1960.

2. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this lease shall be extended by the amount of the period of such suspension.

3. After the end of the ten (10) year period herein provided the Lessee for the considerations expressed herein shall have an option to extend this lease on the same terms and conditions as are herein set forth during a period of ten (10) years thereafter exercisable by written notice given to Lessor sixty (60) days or more prior to the expiration of the primary term of this lease; provided, however, the parties recognize that Buildings 101, 120, 125, 135, and/or 136 may not be maintainable beyond the initial ten (10) year term hereof in which event the rental for the additional ten (10) year term shall be reduced by the sum attributable to those buildings (or any of them) and Lessee shall demolish and clear from the premises such buildings the rent of which is abated, within six (6) months of the commencement of the additional ten (10) year term.

#### ARTICLE VI

##### RENTALS

1. For the gross land area subject to this lease as shown on Exhibit 1, which contains for the purposes hereof, 2.605 acres, including the area for apron, buildings and auto parking as defined in Article I, Paragraph 1, a ground rental of \$250.00 per acre per year totaling, for 2.605 acres, \$651.25 per year.

2. For the buildings, facilities and improvements owned by Lessor, a rental as follows:

Building 101, (12,423 square feet).....@	\$.04.....	\$496.92 per mo.
Building 125, (1,200 square feet).....@	.04.....	48.00 per mo.
Building 120, (3,200 square feet).....@	.04.....	128.00 per mo.
Building 135, (2,370 square feet).....@	.04.....	94.80 per mo.
Building 136, (2,027 square feet).....@	.04.....	81.08 per mo.

(This being \$10,185.60 per year as  
a net lease payment for such buildings  
and improvements)

3. The rentals above provided (totaling for gross land area and buildings and improvements, \$10,836.85 per annum), shall be paid monthly in a sum equal to 1/12 of the rents due hereunder in advance on the first day of each and every month beginning the first day of June, 1960.

4. In the event Lessee elects to undertake Hangar and Fixed Base operations on the demised premises, and effective on the day all other similar aviation commercial tenants on the Airport are so charged, Lessee agrees to pay each year to Lessor as an additional annual rental the following percentages of all applicable gross receipts from hangar and fixed base operations conducted on, in or from the demised premises as follows:

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 \$800,000 of each year's applicable gross receipts

The term "applicable gross receipts" as used herein shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, on credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with 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 has been sold for cash or the fair and reasonable value thereof, whichever is the greater, excluding only the gross receipts from the sale of aircraft, aircraft fuel, sales of services and goods directly to the Military Agencies of the United States, and wholesale sales of aircraft parts, accessories and supplies. The selling price of any accessory, part or supply added to or service furnished to an aircraft sold by or for sale by the Lessee shall be considered as part of the applicable gross receipts hereunder. Sales of goods and services to Military

Agencies to be deductible from gross receipts must be sold directly to and directly paid for by the Military Agencies. Wholesale sales shall be restricted and limited to sales of aircraft goods, parts, accessories or supplies sold to others for resale only and not for the purchaser's own use, or when the charge on the part of the Lessee to Consumer is at or below his cost. The selling price of any aircraft goods, parts, accessories, supplies or services sold to the ultimate consumer shall be considered as part of the applicable gross receipts hereunder. This Lessee shall, with respect to business done by it on, in and from said demised premises, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, on credit, or otherwise (without regard to whether paid or not), and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all the Lessee's business done upon, within and from said demised premises. This Lessee shall, on or before the 90th day after the end of each calendar year, during the term hereof and any extensions under Article V, Paragraph 3, submit to the Lessor a Certified statement, as determined by good accounting principles, showing the applicable gross receipts from the operations of the Lessee on, in and from the demised premises for the preceding calendar year. This statement shall show such reasonable detail and breakdown as may be required by the Lessor. Such statements shall be accompanied by the Lessee's payment for rentals due hereunder.

For purposes of verifying the applicable gross receipts for which rental payments are due hereunder, the Lessor retains the right to appoint a Certified Public Account, mutually satisfactory to the Lessee and Lessor, for purposes of reviewing the records, account, books and data of the Lessee as required to confirm the applicable gross receipts as defined hereinabove, and the Lessee agrees to cooperate with said Certified Public Accountant for such purpose.

5. As a part of the pecuniary consideration herefor, the Lessor shall be entitled to collect and Lessee and its tenants and sub-tenants agree to pay a fuel flowage fee as determined by the Lessor from time to time for each gallon of aviation fuel delivered to the Lessee on said Airport for Lessee's sale or consumption. The aforesaid flowage fees shall be due on the first day of the month succeeding that in which the aircraft fuels are received and shall be delinquent if unpaid before the fifteenth day of each month.

6. Within thirty (30) days prior to each anniversary of this lease, the fixed annual rental payments for the next twelve (12) months shall be adjusted in proportion to the increase or decrease of the average of the last available twelve (12) monthly indices of (a) Aggregate Weekly Payrolls in Manufacturing, and (b) Wholesale Prices - All Commodities, both as published by the United States Bureau of Labor Statistics. The computation for said adjustment shall be as follows:

The initial annual rental set forth in paragraphs 1 & 2 above, shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the last available twelve (12) monthly indices of (a) and (b) prior to the execution of this lease, and as set forth below, and the numerator of which shall be the similar common average for the twelve (12) monthly indices of (a) and (b) succeeding those last utilized.

Provided, however, that said adjustment shall not take place unless the computation as aforesaid results in a change of 5% or more in the then-existing annual rental payment. All index figures used must be final; preliminary figures are not admissible. This provision shall be effective in this manner as long as both indices above mentioned are published by 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 basis of indices. As of the date of this agreement, the average of the last available twelve (12) monthly indices of Aggregate Weekly Payrolls in Manufacturing is 167.2, being for figures prior to and including December, 1959, the similar average for indices for Wholesale Prices - All Commodities is 119.4 being for figures prior to and including January, 1960; the common average for the two averages above is 143.3. All calculations to determine increases or decreases shall use this common average as their base.

#### ARTICLE VII

##### TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT AND TRANSFER

1. This lease shall terminate at the end of the full term hereof, and the Lessee shall have no further right or interest in any of the lands, buildings, or improvements hereby demised, except as provided in Article V, Paragraph 3 and Article IX, Paragraph 1, hereof.

2. In the event Lessor fails to perform its obligations as set forth in Article III of this lease, the Lessor shall pay to the Lessee as liquidated damages the depreciated value of the fixed improvements already made, as per the statement of value attached, and those made with the Lessor's written approval of design and cost on the demised premises (for the purpose of this lease said depreciated value shall be computed for 10 years, the term of this lease, based on actual original cost), plus a premium of two percent (2%) per year of said depreciated value for the unexpired term of this lease, and thereupon all such improvements shall be and become the sole property of Lessor, provided, however, that in lieu of accepting a said depreciated value (not including the premium), the Lessee shall have the option of removing said fixed improvements and thereupon this lease shall terminate. In the event the Lessor requires the demised premises for public Airport facilities, the Lessor reserves the right on six months' notice, to relocate or replace the Lessee's improvements

in substantially similar form at another generally comparable location on said Airport in lieu of the liquidated damages set forth above.

3. On the non-payment of the whole or any part of the amounts agreed upon at the time such payments become due, on the filing of a voluntary petition in bankruptcy, the destruction of the improvements on the demised premises without replacement thereof within a period of six (6) months, the making of any general assignment for the benefit of creditors, upon the occurrence of any act which operates to deprive Lessee permanently of the rights, power, and privileges necessary for the proper conduct and operation of the rights granted herein, upon the abandonment of the demised premises or upon the nonperformance by the Lessee of any of the agreements and covenants herein mentioned, by it to be kept and performed, the Lessor may take immediate possession of the premises and declare this lease agreement terminated. It is agreed that failure of the Lessor to declare this agreement terminated upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this agreement null and void by reason of any subsequent violation of the terms of this agreement.

4. The Lessee shall have the right and privilege of sale, assignment and/or transfer of this lease for the purposes defined in Article I, Paragraphs 3 and 4 hereof upon notice to the Lessor stating the name and address of the proposed buyer, assignee, and/or transferee. If the Lessor shall determine that said proposed buyer, assignee, and/or transferee is objectionable, such objection shall be stated in writing to the Lessee within twenty (20) days after notice of such proposed sale, assignment, and/or transfer and such written objection by the Lessor shall act to prevent such sale, assignment and/or transfer as the case may be. After a sale or assignment by Lessee of its interests in this lease, Lessee shall thereafter be relieved from liability for rental payments thereafter accruing under the lease.

5. National 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 Government for military 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 in accordance with Article V, Paragraph 2, hereof.

6. 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 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 to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall relocate the improvements or terminate this lease under the terms of Article VII, Paragraph 2, hereof.

7. The Lessee shall have the right to sub-lease all or any part of the space demised hereunder for any legitimate purpose not incompatible with Airport policy, nor excluded hereunder, however, that any tenant or sub-lessee shall be subject to the same conditions, obligations and terms as set forth herein and the Lessee shall be responsible for the observance by its tenants and sub-lessees of the terms and covenants of this lease. Lessee agrees that it will not sub-lease or rent space concurrently to more than one Fixed Base Operator as defined in Article I, Paragraph 3, hereof, unless the space rented be in excess of 4,800 square feet, or if less than 4,800 square feet of the sub-lessee will pay to the Lessor a permit fee, as determined by Ordinance, for a permit to operate on the Airport.

#### ARTICLE VIII NOTICES TO LESSOR.

Notices to Lessor shall be deemed sufficient if in writing and mailed postage prepaid addressed to Director of Aviation, San Antonio International Airport, San Antonio, Texas, or to such other address as may have been designated in writing by the City Council of the City of San Antonio from time to time. Notices to Lessee shall be deemed sufficient if in writing mailed postage prepaid, addressed to Lessee, % P. O. Box 8247, San Antonio 12, Texas, or to such other address as may be designated in writing by Lessee, giving notice to Lessor in the manner provided herein.

#### ARTICLE IX GENERAL PROVISIONS

1. IMPROVEMENTS OWNED BY LESSEE
2. IMPROVEMENT REQUIREMENTS TO LESSOR'S FACILITIES
3. NET LEASE
4. INDEMNIFICATION
5. ~~ATTORNEY'S FEES~~ ARBITRATION
6. ATTORNEY'S FEES
7. CONCESSIONS EXCLUDED
8. TAXES
9. LIMITATION OF CONTRACTS TO OTHERS

1. At the termination of this lease, the Lessor shall be entitled to have the land demised herein returned to it clear of all improvements above ground level which have been constructed by Lessee; except however, that the Lessee may have one hundred eighty (180) days after termination as aforesaid subject, however, to the rentals due hereunder in which finally to remove any such improvements remaining above ground level upon said land and if Lessee fails so to remove said improvements, they may thereafter be removed by Lessor at Lessee's expense.

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

2. Subject to the approval of the Lessor, the Lessee may make, or cause to be made, such additions, alterations and changes in the buildings and improvements owned by the Lessor and leased hereunder as the Lessee may find necessary or convenient for its purposes, providing that such alterations or changes shall not injure said buildings. It is further mutually agreed that all additional permanent improvements and permanent building fixtures installed by Lessee on or to the improvements leased hereunder shall become the property of Lessor upon the expiration of this lease. All other improvements and fixtures and also all trade fixtures, machinery and equipment made or installed by Lessee or any sublessee may be removed from the leased premises at any time by Lessee or such sublease.

All modifications of existing buildings and development or construction of new or re-modeled structures and improvements on the demised premises shall be constructed, erected, developed ~~or~~ placed thereon or therein in full compliance with all applicable City and/or State codes and/or requirements in effect at the time of construction, erection, development or placement.

3. This lease in every sense shall be without cost to the Lessor for the development, maintenance and operation 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 thereon at the Lessee's sole cost and expense.

4. The Lessor shall stand indemnified by the Lessee as herein provided. It is expressly understood and agreed by and between the parties hereto that the Lessee herein is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and the Lessor shall in no way be responsible therefor. Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property caused by Lessee's use of, occupancy of, or operations at the Airport; provided, however, that Lessor shall give to Lessee prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and participate in the defense of the same to the extent of its own interest. The Lessee hereby agrees to carry public liability insurance naming the City as co-insured in minimum sums of \$100,000 for one person, \$250,000 for two or more persons and \$300,000 for property damage liability. All insurance shall be carried in a responsible company. It is understood and agreed that the Lessor will be notified by the insurance company in the event of any renewals or cancellations of said policy and the following clause shall be inserted in said insurance policy; "It is understood and agreed that the City Manager of the City of San Antonio, Texas, will be notified in the event of any renewal or cancellation of this policy and that this policy will remain in full force and effect until 30 days after such notice is given."

5. It is stipulated and agreed that, in any event and notwithstanding any provisions made in this lease, the parties hereto will submit to arbitration any question or dispute, except non-payment of rentals, arising between the parties hereto as to the meaning and interpretation of any term, condition, or provision herein contained or in respect to any matter of compliance or non-compliance with the terms hereof; said question or dispute shall be submitted to three arbitrators. The Lessor and the Lessee shall each select one and the two so chosen shall then select a competent and disinterested person to serve as a third arbitrator; the arbitrators together shall then consider the question or questions, or the dispute or disputes submitted to them in writing by the parties hereto, and the decision in writing of any two shall determine the particular question or dispute under consideration. The parties hereto shall bear equally the expense of said arbitration. The Lessee and/or Lessor, will have a ninety (90) day period in which to comply with the Lease provided the said arbitrator rules contrary to Lessee as so interpreted, and the lease will not be subject to cancellation until after this ninety (90) day period has passed, at which time it will revert back to Lessor.

6. In any action brought by Lessor for the enforcement of the obligations of the Lessee, the Lessor shall be entitled to recover interest and reasonable attorney's fees.

7. It is specifically agreed and stipulated that the following concessions and the establishment thereof are excluded from this contract and lease, to-wit:

- (a) Ground transportation for hire
- (b) Western Union
- (c) Auto rental service
- (d) Food sales
- (e) News and sundry sales
- (f) Advertising concessions
- (g) Barber, valet and personal services
- (h) Retail sale of non-aviation products offered for sale in the Terminal Building.

8. Lessee agrees to pay any taxes or assessments which may be lawfully levied against Lessee's occupancy or use of the demised premises or any improvements placed thereon as a result of Lessee's occupancy.

9. It is expressly contracted, stipulated, and agreed by the Lessor and the Lessee herein, that no contract, lease or other agreement pertaining to matters and things identical or substantially similar to those set out herein shall be entered into with any other persons, person, firms, corporations, or partnerships, with respect to the Airport on terms which are

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

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

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

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

ARTICLE X

GENERAL

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

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

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

CITY OF SAN ANTONIO Lessor

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

ATTEST: J. H. Inselmann  
Asst. City Clerk

HOWARD AERO, INC. Lessee

By /s/ Thomas Carmichael

ATTEST: W. R. Irvin  
Secretary

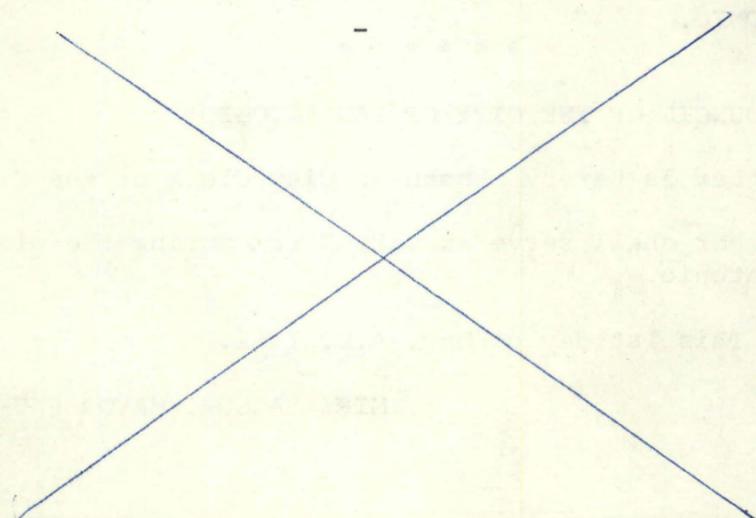
AN ORDINANCE 29, 234

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

\*\*\*\*\*

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

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



AN RESOLUTION

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

\* \* \* \* \*

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

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

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

A RESOLUTION

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

\* \* \* \* \*

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

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

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk

A RESOLUTION

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

\* \* \* \* \*

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

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

MIKE PASSUR, MAYOR PRO-TEM

ATTEST: J. Frank Gallagher  
City Clerk