

3. PASSED AND APPROVED this 24th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31308

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. 1901)

The rezoning and reclassification of property from "B" Residence District to "JJ" Commercial District Listed below as follows:

Lot 147, NCB 11178

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

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

4. PASSED AND APPROVED this 1st day of May, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31309

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. 1878)

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

Lot 29, NCB 7586

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

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

4. PASSED AND APPROVED this 1st day of May, A.D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31310

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDNACE 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. 1891)

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

Lot 1, NCB 12100

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

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

4. PASSED AND APPROVED this 1st day of May, 1A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31311

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, BYCHANGING THE CLASSIFICATION AND RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN.

* * * * *

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

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

(Case No. 1870)

The rezoning and reclassification of property listed below as follows:

Lot 40, NCB 10939 from "B" Residence District to "E" Office District; and Lots 42 and 43, NCB 10939 from "B" Residence District to "F" Local Retail District.

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

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

4. PASSED AND APPROVED this 1st day of May, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31312

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 CLASSIFI-CATION 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. 1884)

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

Lot 8, NCB 10375

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

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

4. PASSED AND APPROVED this 1st day of May, A.D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31313

ACCEPTING THE LOW BID OF HOWARD STICH, INC. FOR THE CONSTRUCTION OF STORM DRAINAGE PROJECT NO. 55, 55A; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$877,777.77 PAYABLE TO HOWARD STICH, INC. FOR THIS WORK; THE SUM OF \$20,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT ON THIS PROJECT; THE SUM OF \$6,714.33 PAYABLE TO GULLATT, LODAL & SUELTFENFUSS, INC. TO COVER THEIR ENGINEERING FEE ON THIS PROJECT; AND THE SUM OF \$2,950.00 PAYABLE TO THE SOUTHERN PACIFIC RAILROAD CO. (TEXAS & NEW ORLEANS LINES) TO COVER ADJUSTMENTS TO THEIR LINES MADE NECESSARY BY THIS PROJECT; ALL PAYABLE OUT OF FUND NO. 479-13, STORM DRAINAGE IMPROVEMENT BOND FUND, 1957 SERIES.

* * * * *

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

1. The attached low bid of Howard Stich, Inc., in the amount of \$877,777.77 for the construction of Storm Drainage Project 55, 55A is hereby accepted.

2. The City Manager is hereby authorized to execute the standard public works construction contract for the project mentioned in Paragraph 1 above.

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

4. The following sums are hereby appropriated out of Fund No. 479-13, Storm Drainage Improvement Bond Fund, 1957 Series in connection with the contract authorized in Paragraph 2 above;

a. \$877,777.77 payable to Howard Stich, Inc., for the construction of Project No. 55,55A;

b. \$20,000.00 as a Construction Contingency Account on this project;

c. \$6,714.33 payable to Gullatt, Ladal & Sueltenfuss, Inc. to cover their engineering fee based on the contract price of this project.

d. \$2,950.00 payable to the Southern Pacific Railroad Co., (Texas & New Orleans Lines) to cover adjustments to their lines made necessary by this project.

5. PASSED AND APPROVED this 1st day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31314

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF WATSON DISTRIBUTING COMPANY, INC. TO FURNISH THE CITY OF SAN ANTONIO WITH THREE TRUCKSTERS FOR A NET TOTAL OF \$3,258.32

* * * * *

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

1. The attached low qualified bid of Watson Distributing Company, Inc., dated April 30, 1963 to furnish the City of San Antonio with three trucksters (Cushman) for a net total of \$3,258.32 is hereby accepted.

2. Payment to be made from General Fund 1-01 Special Projects Accounts: 11-03-18 - \$2,384.18 and 09-21-01 - \$874.14.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 1st day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

A 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.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

A RESOLUTION

DESIGNATING JOHN GATTI 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 John Gatti 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 John Gatti shall serve as Mayor Pro-tem of the said City during the pleasure of the City Council of the City.

3. PASSED AND APPROVED this 1st day of May, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31315

AMENDING PARAGRAPH 2 OF ORDINANCE NO. 31253, APRIL 10, 1963, BY CHANGING THE AMOUNT OF THE CONSIDERATION FOR QUITCLAIMING THE EAST WEST ALLEY IN NCB 2190 TO TINNER-DAIRIES, INC., FROM \$750.00 TO \$715.00 AND CORRECTING QUITCLAIM DEED ACCORDINGLY.

* * * * *

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

1. Paragraph 2 of Ordinance No. 31253, passed and approved April 10, 1963, is hereby amended by changing the amount of consideration for quitclaiming the East-West Alley in NCB 2190 to Tinner-Dairies, Inc., from \$750.00 to \$715.00 and the Quitclaim Deed therefor is authorized to be corrected accordingly.

2. PASSED AND APPROVED this 8th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31316

APPROPRIATING THE SUM OF \$5,990.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT, STORM DRAINAGE #58 PROJECT, LEON CREEK SEWER OUTFALL PROJECT, FRESNO & OLMOS PAVING PROJECT, AND ACCEPTING TWO EASEMENT AND TWO DEDICATIONS FOR LEON CREEK SEWER PLANT PROJECT, COLONIAL OAKS SANITARY SEWER PROJECT, VICTOR STREET EXTENSION PROJECT AND KINGSBOROUGH RIDGE UNIT 8 SANITARY SEWER PROJECT; AUTHORIZING THE TRANSFER OF THE SUM OF \$390.00 FROM GENERAL FUND ACCOUNT 09-04-15 TO STREET IMPROVEMENT BONDS, 1957 #479-10.

* * * * *

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

1. The sum of \$3,300.00 is hereby appropriated out of Highway 90 West Expressway Bond Fund, 1961, #479-16, for acquisition of right of way for U. S. 90 West Project, payable to Stewart Title Company as escrow agent for J. F. Whetstone, et al, for title to Lots 7 and 8, Block 1, NCB 11319. (Parcel 665-4965).

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

2. The sum of \$800.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957 #479-13, for acquisition of right of way for Storm Drainage #58 Project payable to Guaranty Abstract & Title Company as escrow agent for Alamo Homes Company, Inc., for title to all of Lots 22 and 23, Block 4, NCB 8261. (Parcels 5457 & 5458) Copy of the Sales Agreement on the aforementioned parcels are filed herewith and incorporated herein by reference.

3. The sum of \$1,500.00 is hereby appropriated out of Sewer Revenue Fund #204-02 for acquisition of right of way for Leon Creek Sewer Outfall Project, payable to Alamo Title Company as escrow agent for Felix Turner, et al, for permanent and temporary easement over approximately 3.97 acres and 1.07 acres out of a 478 acre tract out of the Jose Angel Navarro Survey No. 5, County Block 4295 (Parcels E-555 and E-557). Copy of the Easement Agreement on the aforementioned parcels are filed herewith and incorporated herein by reference.

4. The sum of \$390.00 is hereby appropriated out of Street Improvement Bonds, 1957, #479-10 for acquisition of right of way for Fresno & Olmos Paving Project as follows:

a. \$200.00 payable to Guaranty Abstract & Title Company as escrow agent for Ruth E. Hayworth and Cecil E. Hayworth for Title to the North 7.5 feet of East 47 feet of Lot 8, Block 60, NCB 7210, being Parcel 5654.

b. \$190.00 payable to Guaranty Abstract & Title Company as escrow agent for E. H. Slator for title to the North 7.5 feet of Lot 8, Block 61, NCB 7216, being Parcel 5664.

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

5. The transfer of the sum of \$390.00 from General Fund Account #09-04-15 to Street Improvement Bonds, 1957, #479-10 is hereby authorized.

6. An easement for a right of way to cross beneath its Bruni-Somerset 12" pipe line with (1) 48" RCP outfall sewer line is hereby accepted from United Gas Pipe Line Company, in connection with the Leon Creek Sewage Plant, being Parcels 4294 and 4297. A copy of said easement agreement is filed herewith and incorporated herein by reference.

7. A 16-foot sanitary sewer easement out of a 15.377 acre tract out of a 68.877 acre tract out of a 105.296 acre tract known as the Menger Tract, is hereby accepted from Ben F. Foster, Trustee, in connection with Colonial Oaks Sanitary Sewer Easement Project. A copy of said easement agreement is filed herewith and incorporated herein by reference. (Misc. Easements)

8. Dedication of a tract of land, out of Lot 1, NCB a-65, granted by Henry J. Friesenhahn and Margaret M. Friesenhahn is hereby accepted. A copy of said Dedication is filed herewith and incorporated herein by reference. (Misc. Dedications)

9. Easement Dedication to the East 10 feet of Lot 192, NCB 11165, granted by Harry Haiduk and Elenora Haiduk is hereby accepted. A copy of said Easement Dedication is filed herewith and incorporated herein by reference. (Misc. Easements & Dedications)

10. PASSED AND APPROVED this 8th day of May, 1963.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31317

GRANTING AND CONVEYING AN EASEMENT BY AND FROM THE CITY OF SAN ANTONIO TO THE SAN ANTONIO RIVER AUTHORITY FOR THE PURPOSES OF CONSTRUCTING, OPERATING AND MAINTAINING A FLOOD CONTROL CHANNEL UPON AND ACROSS LANDS OWNED OR HELD BY THE CITY OF SAN ANTONIO AS HEREIN SET FORTH.

* * * * *

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

1. That for an in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, this Ordinance makes and manifests an easement whereby the CITY OF SAN ANTONIO, TEXAS, a municipal corporation of Bexar County, Texas, herein called Grantor, has GRANTED, sold and CONVEYED, and by these presents does GRANT, SELL AND CONVEY TO THE SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas with its general office and place of domicile in Bexar County, Texas, herein called Grantee, and easement for those purposes enumerated in Paragraph 2, below, upon and across the below-described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas:

Being nine (9) parcels of land, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, more particularly described as follows:

Parcel No. 1. All of the right-of-way of South San Marcos Street situated between the following lines: On the north, a line between a point in the west boundary of South San Marcos Street, a distance of 62 feet south of the southwest corner of the intersection of Tampico and South San Marcos Streets, and a point in the east boundary of South San Marcos Street, a distance of 70 feet south of the southeast corner of the aforesaid intersection; and on the south a line between the southeast corner of New City Block 2899 and a point formed by the intersection of the east boundary of the Missouri Pacific Railroad Company right-of-way with the north boundary of Lot 17, New City Block 895.

Parcel No. 2. All of the right-of-way of a dead end street, 17.38 feet wide, known as Palo Negro, which extends 180.3 feet south from the south boundary of Tampico Street.

Parcel No. 3. All of the right-of-way of Palo Verde Street situated between the following lines: On the north, the south boundary of Tampico Street; and on the south, a line parallel to and 55 feet north of the north boundary of Ellerman Street.

Parcel No. 4. All of the right-of-way of Rio Verde Street between the following lines: On the north the south boundary of Tampico Street; and on the south, a line connecting a point in west boundary of said street, 75.4 feet north of the north boundary of Ellerman Street, with a point in the east boundary of Rio Verde Street, 50 feet north of north boundary of Ellerman Street:

Parcel No. 5. All of the right-of-way of Palo Azul Street between the following lines: On the north, the south boundary of Tampico Street; and on the south, a line parallel to and 75.4 feet north of the north boundary of Ellerman Street.

Parcel No. 6. That portion of the existing Apache Creek channel bounded on the south by the north boundary of Ellerman Street, on the east by the west boundary of New City Block 2899, on the north by the south boundary of Tampico Street, and on the west of a line which begins at a point in the south boundary of Tampico Street 590 feet east of the southeast corner of the intersection of Tampico Street and South Brazos Street, said line running in a southeasterly direction at an angle of 57° with the south boundary of Tampico Street a distance of 170 feet to a point; thence, with a deflection angle left of 7°, a distance 84 feet to a point; thence, with a deflection angle right of 10° 50' a distance of 80 feet to a point; thence, with a deflection angle right of 26° 10' 25" a distance of 68.3 feet, more or less, to the north boundary of Ellerman Street.

Parcel No. 7. An irregular part of Tampico Street and South Colorado Street specifically described as follows:

Beginning at the intersection of the west boundary of Palo Verde Street and the South boundary of Tampico Street;

Thence, north into Tampico Street, a distance of 20 feet to a point;

Thence, in a westerly direction, parallel to the south boundary of Tampico Street a distance of 400 feet to a point;

Thence, around a circular curve right, with a radius of 85 feet and an interior angle of 90°, to a point in South Colorado Street;

Thence, west a distance of 10 feet, more or less, to intersect the west boundary of South Colorado Street;

Thence, in a southerly direction, along said west boundary of South Colorado Street, a distance of 65 feet, more or less, to the north boundary of Tampico Street;

Thence, in a westerly direction along said north boundary of Tampico Street, a distance of 349 feet to a point;

Thence, in a southeasterly direction across Tampico Street, a distance of 160 feet, more or less, to a point in the south boundary of said street 445 feet easterly along said boundary from the southeast corner of the intersection of Tampico Street and South Brazos Street;

Thence, in an easterly direction along the south boundary of Tampico Street, a distance of 700 feet, more or less, to the point of beginning.

Parcel No. 8. All of that portion of City Block A-36, between South Colorado Street and South Brazos Street, lying south of the concrete retaining wall bounding the south edge of San Antonio Housing Authority tract, save and except an irregular tract in the southwest corner of said block specifically described as follows:

Beginning at the northeast corner of the intersection of Tampico Street and south Brazos Street;

Thence, in a northerly direction along the east boundary of South Brazos Street, a distance of 75 feet to a point;

Thence, in an easterly direction, along a line parallel to the north boundary of Tampico Street, a distance of 165 feet;

Thence, in a southeasterly direction, with a deflection right of 17° 40' 04", a distance of 141.68 feet to a point;

Thence, in a southerly direction with a deflection right of 72° 19' 56", a distance of 32 feet to the north boundary of Tampico Street;

Thence, in a westerly direction along said north boundary of Tampico Street, a distance of 300 feet to the point of beginning.

Parcel No. 9. All of the right-of-way of South Brazos Street between the following lines: On the north, a point formed by an easterly extension of south boundary of Chihuahua Street; and on the south, a line parallel to and 60 feet north of the north boundary of Tampico Street.

A plat of the above-described tracts is attached hereto, marked EXHIBIT "A" and made a part hereof for all purposes herein.

TO HAVE AND TO HOLD the above-described premises unto the SAN ANTONIO RIVER AUTHORITY for the purposes below-described FOREVER.

2. This easement is granted for the following purposes:

A surface and sub-surface easement, including the rights of construction, excavation, digging, ingress and egress, for the purpose of providing Grantee, its agents, employees and independent contractors and access, working, construction, and storage area for the construction, operation, and maintenance of the San Antonio Channel Improvement Project, Apache Creek, Texas, in accordance with the plans for Part 1 of Unit 5-A thereof, copies of the plans and specification for which have been previously submitted to and approved by Grantor.

3. This easement is granted under the following terms and conditions:

- A. If Grantee, its successors and assigns, shall cease to use the above-described property, or any part thereof, for said purposes, this easement shall expire and terminate at such time of abandonment as to any or all such property so abandoned. In the event of such abandonment, Grantor shall have the same complete title to said property as though these presents had never been executed, and shall have the right to enter thereon and exclude therefrom Grantee, its successors and assigns; provided that Grantor may not exercise such right of entry and exclusion so as to interfere with the maintenance and operation of the works of said flood control channel by Grantee, its successors and assigns, in accordance with regulations prescribed by the Secretary of the Army or his delegated representative.
- B. Grantee, by its acceptance of this easement, agrees to take all necessary precautions to protect all Grantor's utilities within this easement, and will be responsible for any damages caused by Grantee's exercise of the purposes for which this easement is granted.
- C. It is agreed and understood that this easement shall not prevent the future use of the above-described property by Grantor, its boards and agencies, for the purpose of constructing, operating and maintaining thereupon and thereacross bridges and utility transmission lines; provided that the plans thereof shall be submitted to and approved by the Secretary of the Army or his delegated representative, acting through the Grantee, its successors and assigns, and further provided that said construction, when completed, shall not interfere with flood control.

4. PASSED AND APPROVED this 8th day of May, 1963.

Walter W. McAllister, Mayor

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31318

AN ORDINANCE OF THE CITY OF SAN ANTONIO, TEXAS, MAKING AND MANIFESTING A QUITCLAIM DEED WHEREBY THE CITY OF SAN ANTONIO CONVEYS TO THE SAN ANTONIO RIVER AUTHORITY THE EXISTING BED, BANKS, CHANNEL AND RIGHT-OF-WAY OF APACHE CREEK, HEREINBELOW DESCRIBED, AND WHEREBY THE CITY OF SAN ANTONIO FURTHER CONVEYS TO THE SAN ANTONIO RIVER AUTHORITY THE EASEMENT AND EASEMENT RIGHTS RETAINED IN THAT ORDINANCE OF THE CITY OF SAN ANTONIO PASSED AND APPROVED ON AUGUST 2, 1933 AND RECORDED IN VOLUME L, PAGE 514, MINUTES OF THE PROCEEDINGS OF THE COMMISSIONERS OF THE CITY OF SAN ANTONIO.

Preamble

WHEREAS, on August 2, 1933, the Commissioners of the City of San Antonio passed and approved an Ordinance, recorded in Volume L, Page 514, of the Minutes of the Proceedings of said Commissioners, and captioned as follows:

"AN ORDINANCE TO CLOSE AND ABOLISH HIDALGO STREET BETWEEN CASANOVA STREET AND SOUTH BRAZOS STREET."

and

WHEREAS, Paragraphs 2 and 3 of said Ordinance of August 2, 1933 provide as follows:

"2. This action is taken subject to the specified condition precedent that the Central Securities Company grants an easement 50 feet wide in the channel of Apache Creek where it crosses lots 11, 12, 13, 32, 33 and 34, in New City Block 6191, and 6, 7, 8 and 9 in New City Block 6192.

"3. This ordinance shall not become effective until it is accepted by the Central Securities Company by its subscription hereto."

and

WHEREAS, said Ordinance was accepted by the said Central Securities Company; and

WHEREAS, by general warranty deed dated August 10, 1933, and recorded in Volume 1367, Pages 286-287, Deed Records of Bexar County, Texas, Central Securities Company granted, sold and conveyed to Ed. Auge the following described property:

"Being Lots One (1), Two (2), Three (3) and Four (4), Block One (1), New City Block Sixty-One Hundred Eighty-nine (6189); all of Block Two (2), New City Block Sixty-One Hundred Ninety (6190); all of Block Three (3), New City Block Sixty-one Hundred Ninety-one (6191), and all of Block Four (4), New City Block Sixty-one Hundred Ninety-two (6192), all in Tierra Rica Addition; also all of the land lying between Block 2, New City Block 6190 and Block 3, New City Block 6191, shown on plat of said property recorded in Vol. 368, page 84, Deed and Plat Records of Bexar Co., Texas, as Hidalgo Street, which was never opened or used as a street and has been formerly closed by City ordinance, also all machinery and equipment now located upon said premises. This deed is made subject to easement in favor of City of San Antonio covering 25-foot strip on each side of Apache Creek." and

WHEREAS, the San Antonio River Authority and the United States of American, acting through its duly authorized U. S. Army Engineers, are jointly engaged in a project of flood control for the San Antonio River and its tributaries, including Apache Creek, as authorized by Public Law 780 of September 3, 1954, of the United States Congress and by Section 3(b) of Article 8280-119, Revised Civil Statutes of Texas; and

WHEREAS, the San Antonio River Authority has agreed to provide without cost to the United States all lands, easements and rights-of-way necessary for the construction of the said San Antonio Channel improvement Project, including the relocation or reconstruction of bridges, and the San Antonio River Authority has further agreed to operate and maintain said project; and

WHEREAS, it is the public interest that the City of San Antonio make and manifest a Quitclaim Deed:

- (1) whereby the City of San Antonio conveys to the San Antonio River Authority the bed, banks, channel and right-of-way of Apache Creek, hereinbelow described and
- (2) Whereby the City of San Antonio conveys to the San Antonio River Authority the Easement and easement rights retained in its Ordinance dated August 2, 1933 and recorded in Volume L, Page 514, Minutes of the Proceedings of the Commissioners of the City of San Antonio.

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

1. That for and in consideration of the sum of One Dollar (\$1.00) cash and the benefits accruing to the City of San Antonio by reason of the construction by the San Antonio River Authority and the United States of America of the San Antonio Channel Improvement Project for flood control, the receipt of which is hereby acknowledged and confessed, this Ordinance makes and manifests a Quitclaim Deed:

- A. Whereby the City of San Antonio has BARGAINED, SOLD, QUITCLAIMED AND RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM AND RELEASE to the San Antonio River Authority all of the right, title, interest and estate of the City of San Antonio to the following described real property which constitutes the existing bed, banks and channel of Apache Creek:

Being all or part of Lots 11, 12, 13, 32, 33 and 34 in New City Block 6190, and

That That part of Hidalgo Street bounded on the north by Lots 32, 33 and 34 in New City Block 6190 and on the south by Lots 10, 11 and 12 in New City Block 6190, and

All or part of Lots 9, 10, 11, 29, 30 and 31 in New City Block 6191, and

That part of Potosi Street bounded on the north by Lots 29, 30 and 31 in New City Block 6191, and on the south by Lot 6 in New City Block 6192, and all or part of Lots 6, 7, 8 and 9 in New City Block 6192.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said San Antonio River Authority, its successors and assigns, forever.

- B. And this Ordinance further makes and manifests a Quitclaim Deed whereby the City of San Antonio has BARGAINED, SOLD, QUITCLAIMED AND RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM AND RELEASE to the San Antonio River Authority all of the right, title, interest and estate of the City of San Antonio in and to that easement and those easement rights of the City of San Antonio retained

in its Ordinance dated August 2, 1933 and recorded in Volume L, Page 514, of the Minutes of the Proceedings of the Commissioners of the City of San Antonio, said easement being described as follows:

Being an easement 50 feet wide in the channel of Apache Creek where it crosses lots 11, 12, 13, and 34, in the New City Block 6190, 9, 10, 11, 30 and 31 in New City Block 6191, and 6, 7, 8 and 9 in New City Block 6192.

TO HAVE AND TO HOLD The said easement and easement rights, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said San Antonio River Authority, its successors and assigns, forever.

2. That is be PASSED AND APPROVED this 8th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31319

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$209.53 TO THE STEWART TITLE COMPANY, DUE TO A DOUBLE PAYMENT OF TAXES.

* * * * *

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

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

Amount: \$ 209.53

Payable to: Stewart Title Company
Brady Building
San Antonio, Texas

Reason: Refund of Double payment on the east 41.75 ft. of 28 & West 9 ft. of 29, Block 2, New City Block 6228, Account No. 66-501, assessed to Walker, Lee G. & Eve. The 1962 taxes were previously paid April 9, 1963, and again April 12, 1963, therefore constituting a double-payment.

PASSED and APPROVED this 8th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31320

AUTHORIZING THE RENEWAL OF THE SANITARY SEWERAGE CONTRACTS WITH THE SAN ANTONIO STATE HOSPITAL AND THE SAN ANTONIO STATE TUBERCULOSIS HOSPITAL FOR A PERIOD OF FIVE (5) years.

* * * * *

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

1. The City Manager is hereby authorized to enter into contracts with the State of Texas, Board of Texas State Hospitals and Special Schools, for sanitary sewerage Service at the San Antonio State Hospital and the San Antonio State Tuberculosis Hospital. Said contracts to be for a period of five (5) years, beginning August 1, 1962.

2. Contracts are attached hereto and made a part hereof.

3. PASSED AND APPROVED THIS 8th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

STATE OF TEXAS
 COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

This contract this day made and entered into by and between the City of San Antonio, a municipal corporation, acting by and through its City Manager, party of the first part, hereinafter called "City," and the State of Texas, Board for Texas State Hospitals and Special Schools, party of the second part, hereinafter called "Board."

W I T N E S S E T H :

1. That the parties to these presents, each in consideration of the agreements on the part of the other herein made and referred to, have agreed mutually and hereby agree mutually, the City for itself and its successors, and the Board for itself and its successors, as follows, to-wit-

2. The City of San Antonio will take the sanitary sewage of the San Antonio State Hospital, situated on property owned by the State of Texas and known as the San Antonio State Hospital for a term of five (5) years.

3. The Board will maintain careful inspection of its sewer line and will stop the flow of any water, oil acid, detergent or any other thing detrimental to the sewerage system of the City, or which might impair the function of the sewage treatment plant of the City.

4. The Board shall maintain a separate water meter so located that all of the water delivered to the San Antonio State Hospital will register on same. It being expressly understood and agreed between the parties hereto that the volume of water passing through said meter will be considered as the total volume of sewage upon which treatment charge will be made.

5. The service charge for treatment of the sewage shall be at the rate of \$35.52 per million gallons, based on the method of measurement outlined in the above paragraph.

6. The Board obligates itself to pay the City for this service at the Office of the License and Dues Collector, City Hall, not later than the 10th of each calendar month, for such service covering the month immediately preceding such payment.

7. The City shall never be liable to the Board for pecuniary damages for failure to take the sewage of the San Antonio State Hospital into the sewerage system of the City and the right for such action is waived as a part of the consideration of this contract.

8. The term of this contract shall be for a period of five (5) years, effective from the 1st day of August, 1962, and all agreements, if any, existing heretofore between the contracting parties relating to the subject matter of this instrument, are superseded expressly by this contract and shall be null and void.

9. Rates and charges for service, as herein specified, may be increased during the life of the contract in a manner and subject to the conditions hereinafter set forth:

(a) The effective date of any new rate will not commence prior to the expiration of 36 months after 1 August, 1962.

(b) Revision of the rate specified herein shall be by Council action upon recommendation of the Director of Finance and shall be proportionate to the increase in transportation and treatment costs from the date of entry into this contract. Such recommendation shall be based upon supporting data, copies of which shall be furnished to the Board, as provided in (c) below.

(c) Notice of any proposed revision of the rate herein specified will be given the Board in writing by the Director of Finance together with copies of the supporting data mentioned in (b) above, at least 30 days prior to the effective date of such proposed revision.

(d) In the event the Board desires to contest the proposed revision it shall notify the Director of Finance, in writing, at least 10 days prior to the effective date of such proposed revisions. Upon receipt of such notification, the Director of Finance shall advise the City Council, which shall schedule a hearing on the proposal. The Director of Finance shall notify the Board in writing of the time of such hearing, but such notice must be given at least five (5) days prior to such time.

(e) At such hearing, the Board and The City, through the Director of Finance, may each present evidence and data in support of their respective contentions, and the City Council, after the conclusion of such hearing, shall either grant or refuse the proposed revision and set out the date at which it is to become effective. Such revision, if granted, shall become incorporated into this contract and shall supersede the rate provision set out herein. In any event, the action of the council on such proposed revision shall be final.

10. This writing constitutes the entire contract between the parties hereto, there being no other written or parole agreement with any officer or employee of the City of San Antonio, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and authorized by ordinance.

EXECUTED ON this 8th day of May, A.,D., 1963.

CITY OF SAN ANTONIO
 BY: Davis A. Harner
 Assistant City Manager

ATTEST: J. H. Inselmann
 City Clerk

AN ORDINANCE 31321

GRANTING PERMISSION TO FLORENTINO RANGEL TO ERECT A METAL FENCE 8 FEET IN HEIGHT ON THE NORTH BOUNDARY LINE OF LOTS G AND H, NEW CITY BLOCK 7853, ALSO KNOWN AS 6626 SOUTH ZARZAMORA STREET.

* * * * *

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

- 1. Permission is hereby granted to Florentino Rangel to erect a metal fence 8 feet in height, 68 feet long, on the north boundary line of Lots G and H, New City Block 7853, also known as 6626 South Zarzamora Street, pursuant to Section 10-11 of the City Code.
- 2. PASSED AND APPROVED this 8th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31322

AUTHORIZING THE CITY MANAGER TO EXECUTE A BILL OF SALE TO THE CITY PUBLIC SERVICE BOARD FOR THE TRANSFER AND ASSIGNMENT OF AN ELECTRIC DISTRIBUTION LINE ALONG MISSION ROAD IN SAN ANTONIO, TEXAS, SERVING THE STINSON FIELD AREA

* * * * *

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

- 1. The City Manager is hereby authorized to execute a bill of sale to the City Public Service Board of San Antonio of an electric distribution line situated along Mission Rd. in San Antonio, Texas, described as follows:

An electric Distribution line consisting of poles, wires, transformers, and other appurtenances, as well as service connections to both sides of Mission Road, said line being constructed on the southwest side of Mission Road and extending from a point on the southwest side of Mission Road approximately 450 feet southeast of the southeast corner of San Jose Cemetery which is the northeast corner of Stinson Field (Tract 1 described in instrument dated October 27, 1955, from the United States of America, acting by and through the Administrator of General Services to the City of San Antonio, recorded in Volume 3785, Pages 258-270, Deed Records of Bexar County, Texas) and extending from the above point along the southwest side of Mission Road in a southeasterly direction approximately 2,200 feet to an angle (or Turn) in Mission Road.

- 2. The consideration for such transfer and assignment is the agreement on the part of the City Public Service Board of San Antonio to Rebuild said line so as to improve the reliability of electric service to Stinson Field and the adjacent area.

- 3. The transfer and assignment will expressly be made subject to the terms, conditions, restrictions and reservations of the instrument of transfer dated October 27, 1955, from the United States of American, acting by and through the Administrator of General Services, to the City of San Antonio, heretofore referred to.

- 4. The bill of sale is attached hereto and made a part hereof.

- 5. Passed and approved this 8th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

STATE OF TEXAS

COUNTY OF BEXAR



Know ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a municipal corporation, in Bexar County, Texas, acting herein by and through its Mayor, who is hereunto duly authorized by an ordinance of the City, for and in consideration of the agreement on the part of the City Public Service Board of San Antonio to rebuild the hereinafter described electric distribution line so as to improve the reliability of electric service to Stinson Field and the adjacent area in the City of San Antonio, the said City Public Service Board of San Antonio, being a municipal board, set up and created under the Indenture executed by the City of San Antonio to Harris Trust and Savings Bank and F. O. Mann, Trustees, dated February 1, 1951, recorded in Valume 2966, pages 287-376 of the Deed of Trust Records of Bexar County, Texas, the receipt of which is hereby acknowledged, has bargained, sold and delivered and by these presents does bargain, sell and deliver unto the City of San Antonio, in Bexar County, Texas, as a part of its electric and gasssystem, its successors and assigns, the following described personal property situated in Bexar County, Texas, more particularly described as follows:

An electric distribution line consisting of poles, wires, transformers, and other appurtenances, as well as service connections to both sides of Mission Road, said line being constructed on the southwest side of Mission Road and extending from a point on the southwest side of Mission Road approximately 450 feet southeast of the southeast corner of San Jose Cemetery which is the northeast corner of Stinson Field (Tract 1 described in instrument dated October 27, 1955, from the United States of America, acting by

and through the Administrator of General Services, to the City of San Antonio, recorded in Volume 3785, pages 258 - 270, Deed Records of Bexar County, Texas) and extending from the above point along the southwest side of Mission Road in a southeasterly direction approximately 2,200 feet to an angle (or turn) in Mission Road.

The above property is sold and delivered to the City of San Antonio, as a part of its electric and gas system as aforesaid, free and clear of all liens, save and except the liens contained in the Trust Indenture dated February 1, 1951, above referred to, and Supplements thereto.

This transfer and assignment is expressly made subject to the terms conditions, restrictions and reservations of instrument of transfer dated October 27, 1955, from the United States of American, acting by and through the Administrator of General Services, to the City of San Antonio, recorded in Volume 3785, pages 258 - 270, Deed Records of Bexar County, Texas.

IN WITNESS WHEREOF, the City of San Antonio has caused these presents to be executed by its Assistant City Manager, attested by its City Clerk and its corporate seal affixed, this the 8th day of May, A. D., 1963.

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

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31323

AUTHORIZING EXECUTION OF AN AGREEMENT TO LEASE ADDITIONAL SPACE AT INTERNATIONAL AIRPORT TO THE FEDERAL AVIATION AGENCY.

* * * * *

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

1. The City Manager is authorized to execute Supplemental Agreement No. 3 to Lease FA SW - 1088 providing for the lease of and additional 776 sq. ft. of space in the Terminal Annex at San Antonio International Airport to the United States of America (Federal Aviation agency). A copy of said instrument is attached hereto and incorporated herein.

2. PASSED AND APPROVED this 8th day of May, 1963.

FEDERAL AVIATION AGENCY
SUPPLEMENTAL AGREEMENT NO. 3 TO LEASE FA SW-1088

Between

City of San Antonio

and

The United States of America

WHEREAS, A lease, No. FA SW-1088, effective July 1, 1962, and supplemented by Supplemental Agreement No. 1, effective September 1, 1962, and Supplemental Agreement No. 2, effective October 1, 1962, was consummated between the United States of America, represented by the Federal Aviation Agency, and the undersigned, covering space on the San Antonio International airport; AND

WHEREAS, It is the desire of both parties to provide space for the Engineering and Maintenance District Office;

NOW THEREFORE, The parties hereto mutually agree that effective May 15, 1963, Article 2 be amended by changing Attachment "A", as amended, in the following manner:

VI. ENGINEERING AND MANUFACTURING DISTRICT OFFICE:

One room in the northeast corner of the Annex Terminal Building on the San Antonio International Airport containing 776 square feet of floor space, the initial partitioning for which is to be furnished by the Lessor, being leased for an annual consideration of One Thousand Eight Hundred Sixty-Two and 40/100 Dollars (\$1,862.40) per annum and entitled to all provisions of Article 6 (b) of this instrument.

It is further agreed, that the monetary consideration specified in Articles 7 and 12 (Attachment "B"), as amended, be amended to read Twenty Thousand Nine Hundred Ninety-Four and No/100 Dollars (\$20,994.00) instead of Nineteen Thousand One Hundred Thirty-One and 60/100 Dollars (\$19,131.60).

The amended instrument now covers a grand total of 7,277 square feet of floor space located on the San Antonio International Airport and housing Federal Aviation Agency Facilities.

The terms of the original lease, as amended, shall be modified to the extent herein provided, but in no other respect.

IN WITNESS WHEREOF, The parties hereto have hereunto subscribed their names on this, the 8th day of May A., D., 1963.

CITY OF SAN ANTONIO
By: Davis A. Harner
Assistant City Manager

THE UNITED STATES OF AMERICA
BY: J. T. SAMMONS, Chief
Real Estate and Utilities
ENIT INSTALLATION AND
Material Division Federal
Aviation Agency Fort Worth
1, Texas

AN ORDINANCE 31324

*Amended
Ord 32251
April 23, 1964
& Ord 33234
4/27/65*

MANIFESTING AN AGREEMENT FOR THE RENEWAL OF A LEASE TO W. B. WILLIS OF SPACE IN THE TERMINAL ANNEX AT INTERNATIONAL AIRPORT.

* * * * *

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

1. This ordinance manifests an agreement to extend that lease dated August 21, 1962, approved by Ordinance 30557, to W. B. Willis of Space (Lease Area 31-7) in the Terminal Annex at San Antonio International Airport for the one year period ending April 30, 1963, upon the same terms and conditions.

2. PASSED AND APPROVED this 8th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31325

AUTHORIZING EXECUTION OF A LEASE TO EARL HAYES RENTS CARS & TRUCKS, INC., OF SPACE AT INTERNATIONAL AIRPORT.

* * * * *

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

1. The City Manager is authorized to execute a lease of space (Lease Area 62) at San Antonio International Airport to Earl Hayes Rents Cars and Trucks, Inc., for one year beginning May 1, 1963. A copy of said lease is attached hereto and incorporated herein.

2. PASSED AND APPROVED this 8th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

LEASE NO. 62

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS }
COUNTY OF BEXAR }

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through David A. Harner, its assistant City Manager, pursuant to Ordinance No. 31325 adopted May 8, 1963, (hereinafter called "Lessor"), and Earl Hayes Rents Cars & Trucks, Inc., a corporation incorporated under the laws of Delaware, acting by and through its designated officers pursuant to a resolution of its board of directors, hereinafter called "Lessee", WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: 1,016 sq. ft.
- B. Ground: 4,650 sq. ft.

2. BASE RENTAL

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

Premises	Sq. Ft.	Annual Rate Per Sq. Ft.	Annual Rental	Monthly Rental
A. Building:	1,016	\$ 0.44	\$447.04	\$37.25
B. Ground:	4,650	\$ 0.04	\$186.00	\$ 15.50

plus or minus the amount of any adjustment resulting from the application of Standard Provision 2 of Exhibit A hereto.

3. TERM

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

4. USE(S) OF PREMISES

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

For cleaning and fueling Avix rent-a-cars only, (Not to be opened to the public).

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$50,000 for one person and \$100,000 for one accident for personal injuries, and \$25,000 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and it shall name Lessor as a co-insured. Such policy shall contain the following provision: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificat(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$600.00 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISION AND COVENANTS

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

8. SPECIAL PROVISIONS

This lease may be terminated at the end of any month during the term by either party upon written notice to the other party hereto 30 days in advance of such termination.

EXECUTED this 22nd day of April, 1963.

CITY OF SAN ANTONIO, Lessor

BY: Assistant City Manager

Earl Hayes Rents Cars & Trucks,
Inc.
Lessee

ATTEST: J. H. Inselmann
City Clerk

BY: Dan A. Housewright
Vice President
Title

ATTEST: R. Stanley Keyer
Secretary

201 No. Alamo St.
San Antonio, Texas

LEASE NO. 62

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee: Avis Rent-a-Car

1. Gross Receipts Charges

A. COMPUTATION:

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

1% of the first \$200,000

3/4% of the second \$200,000

1/2% of the third \$200,000

1/4% of the fourth \$200,000

1/10% of the excess over \$800,000

of each year's applicable gross receipts.

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

B. DEFINITIONS: The Term "gross receipts" shall include the following:

- (1) The aggregate amount of all sales made and services performed for cash, credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not;
- (2) The aggregate amount of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the reasonable value thereof, which ever sum is the greater; and,
- (3) The selling price of any accessory, part or supply added to or service furnished to an aircraft sold or held for sale by Lessee.

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

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

C. RECORDS AND REPORTS:

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

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

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

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

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

5. The said reports (or statements) shall be submitted on forms prescribed by Lessor.

D. AUDIT.

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

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

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

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

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

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

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

3. USE(S) OF PREMISES:

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

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

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

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

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

(c). PAYMENT OF TAXES, ETC.:

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

D. SIGNS:

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

E. REGULATIONS:

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

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

G. REMOVAL OF TRASH:

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

H. INDEMNITY:

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

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

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

L. HOLDING OVER:

Should Lessee remain in possession of the Leased premises without Lessor's consent after the terminal of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession shall not operate as giving Lessee any right to remain in possession nor shall it constitute a waiver by Lessor of its right to immediate possession.

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

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

6. FIELD USE CHARGES

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

B. Lessee agrees that it will purchase Lessee's requirements of aircraft fuel for operations under this lease from operators based at San Antonio International Airport. Lessee acknowledges that Lessee and all tenants and operators (other than certificated scheduled air carriers) based at said airport are obligated to pay a fuel flowage fee on aircraft fuel delivered to them, pursuant to an ordinance(s) of the City of San Antonio. Nothing contained

herein shall be taken to relieve Lessee, his customers or others from any field use charges levied generally by Lessor directly or indirectly upon the operation of aircraft at San Antonio International Airport.

7. Time of Emergency

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

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

10. GENERAL

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

AN ORDINANCE 31326

MANIFESTING THE EXTENSION OF THE TERM OF A LEASE TO GEN-AERO, INC., OF SPACE IN HANGAR 3 AT INTERNATIONAL AIRPORT.

* * * * *

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

1. This ordinance manifests an agreement between the City and Gen-Aero, Inc., a private corporation acting by and through its designated officers pursuant to a resolution of its board of directors, whereby the term of the lease contract for space in Hangar 3 at San Antonio International Airport authorized by Ordinance 30694 on August 22, 1962, is extended for one additional year ending May 31, 1964, upon the same terms and conditions.

2. PASSED AND APPROVED this 8th day of May, 1963.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

3. ACCEPTED AND AGREED TO in all things this 6th day of May, 1963.

Attest; J. F. Austin

Gen-Aero, Inc., Lessee
BY: W. B. Osbourn, Jr.

AN ORDINANCE 31327

APPROPRIATING THE SUM OF \$2311.00 OUT OF INTERNATIONAL AIRPORT REVENUE BOND FUND 803-06 PAYABLE TO CITY WATER BOARD FOR INSTALLATION OF WATER MAIN.

* * * * *

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

1. The sum of \$2311.00 is hereby appropriated out of International Airport Revenue Bond Fund 803-06 payable to City Water Board to cover the cost of installation of an 8 inch watermain and a fire hydrant at San Antonio International Airport.
2. PASSED AND APPROVED THIS 8th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31328

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ELMER C. HAAG FOR COMPLETE DEMOLITION OF PARCELS #215 AND #223 FOR THE CITY OF SAN ANTONIO URBAN RENEWAL FOR A NET TOTAL OF \$2,778.00.

* * * * *

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

1. The attached low qualified bid of Elmer C. Haag, dated April 30, 1963, for the complete demolition of Parcels #215 and #223 for the City of San Antonio, Urban Renewal for a net total of \$2,778.00 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Urban Renewal, Account No. 21-05-01, Code 2-97.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 8th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31329

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF WATSON DISTRIBUTING COMPANY, INC. TO FURNISH THE CITY OF SAN ANTONIO, PARKS DEPARTMENT WITH CERTAIN MOWING EQUIPMENT FOR A TOTAL OF \$4,439.70.

* * * * *

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

1. The attached low qualified bid of Watson Distributing Company, Inc., dated April 19, 1963 to furnish the City of San Antonio, Department of Parks and Recreation (Olmos Golf Course) with certain mowing equipment for a net total of \$4,439.70 is hereby accepted.
2. Payment to be made from General Fund, Department of Parks and Recreation, Account No. 11-03-18.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 8th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31330

AMENDING THE ORDINANCE 31256 TO REJECT ALL BIDS RECEIVED FOR CERTAIN ASBESTOS-CEMENT PIPE AND DIRECTING ADVERTISEMENT FOR NEWS BIDS.

* * * * *

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

1. Paragraph 1 of Ordinance 31256 of April 10, 1963, is hereby amended to delete therefrom the acceptance of the bid of the Rohan Company, Inc., on Item #2 for 106 pcs. asbestos-cement pipe. All bids on said item are rejected and the Purchasing Division is directed to advertise for new bids on said item.

2. Paragraph 2 of the aforementioned ordinance is amended to read as follows:

"2. The sum of \$3,570-61 is hereby appropriated from Parks Improvement Bond Fund #479-18 (Southside Lions Parks) payable to vendors as listed above for certain irrigation materials for installation of a water system at Southside Lions Park Picnic Area and Day Camp."

3. PASSED AND APPROVED this 8th day of May, 1963.

W/ W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31331

AMENDING SEC. 38-95-.1 of the CITY CODE TO PROHIBIT PARKING AT CERTAIN TIMES BY UNAUTHORIZED VEHICLES IN THE MAIN LIBRARY PARKING LOT, AND PROVIDING A FINE NOT TO EXCEED \$200.00 FOR VIOLATIONS THEREOF.

* * * * *

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

1. Sec. 38-95.1 of the City Code, adopted by Ordinance 31058 on January 23, 1963, is hereby amended to read as follows:

"Section 38-95.1. Unauthorized parking in City-owned Parking Lots Prohibited.

"It shall be unlawful for any person to stop, stand or park any vehicle between the hours of 7:00 A.M. and 7:00 P.M. in the parking lots located on City-owned property on the east and west sides of City Hall Annex (east of Laredo Creek between Dolorosa and Nueva Streets) and on the west side of City Hall (Military Plaza), except Saturdays, Sundays and the holidays named in Sec. 38-70 of this Code, and in the parking lot of the main library of the San Antonio Public Library at 210 West Market Street, daily except Sundays and the aforesaid holidays; provided, however, that this ordinance shall not apply to any motor vehicle bearing exempt license plates or bearing permit decals, issued by the City Clerk, affixed to the rear bumper."

2. Any violation of this ordinance shall be punished by a fine not to exceed \$200.00

3. PASSED AND APPROVED this 8th day of May, 1963.

AN ORDINANCE 31332

*amended
ord 32844
10/22/64*

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

* * * * *

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

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

(1) Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth in connection with the following designated Storm Drainage Improvement Projects:

STORM DRAINAGE IMPROVEMENT PROJECT NO. 56-A, from a point on the north side of interstate Highway 37 Expressway somewhere between Betty Jean Street and Avondale Avenue northward to the intersection of Fair and Clark Avenue.

Section I

CHARACTER AND EXTENT OF SERVICES

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

A. Preliminary Phase:

(1) Attend preliminary conferences with City officials regarding the project.

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

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

of Public Works

B. Field Survey Phase:

- (1) Perform all Field surveys necessary to collect information required in design of the project, establishing minimum of one permanent bench mark set to U. S. Coast & Geodetic Survey Datum, at a location approved by the City.
- (2) Plan and supervise such other surveys, soil borings, foundation investigations and tests as may be required for design when authorized by City in accordance with Section IV-C.

C. Plans and Specifications Phase:

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

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

ALIGNMENT

Beginning and ending stations
PC, PI & Pt stations, deflection angles and R. & L Curves station and angle of intersection of side streets, alleys, drainage easements and railroad right-of-way.

RIGHT-OF-Way

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

Utilities

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

EXISTING IMPROVEMENTS

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

PROPOSED IMPROVEMENTS

Show limits of construction. Show location of proposed curbs, sidewalks, driveways and drainage structures. Give station of curb and sidewalk ends curb returns. Show 15' radii for curb having a central angle of 110° or less for returns unless otherwise approved by Director of Public Works. Show location of proposed drainage ditches. Show location and size of proposed storm sewers.

MISCELLANEOUS

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

PROFILE

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

TITLE SHEET

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

TYPICAL SECTIONS, CONSTRUCTION DETAILS AND ESTIMATED QUANTITIES

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

CROSS SECTIONS

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

- (2) Prepare detailed cost estimates and proposals of authorized construction, including summaries of bid items and quantities which shall be base, insofar as practicable, on the unit price system of bidding.
- (3) Furnish to City, for approval, a copy of the final design plans and specifications before proceeding with Step 4.
- (4) Furnish to the City all necessary copies of approved plans, specifications, notices to bidders, and proposals, in accordance with City's proposal form. (All sets of plans in excess of ten (10) are to be paid for separately unless otherwise agreed.)
- (5) Assist City in the advertisement of the project for bids, and assist City in the opening and tabulation of bids for construction on the project, and recommend to City for proper action on all proposals received. Engineer shall furnish to City five (5) copies of the bid tabulation and of his recommendation with respect thereto.
- (6) Assist in the preparation of formal contract documents for the award of contracts.

D. Construction Layout Staking Phase:

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

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

E. Construction Supervision Phase:

- (1) Perform general supervision and administration of authorized construction (as distinguished from continuous resident field inspection), including periodic visits of Engineer, or a competent representative of Engineer, to the Site of construction. In the administration of the project, Engineer shall endeavor to protect the City against defects and deficiencies in the work of contractors.
- (2) Consult and advise with the City during construction. Submit to City weekly reports on progress of construction when requested by the City.
- (3) Upon written request by City, furnish the services of a resident Engineer and/or inspector at a salary agreeable to the City for continuous on-the-site inspection of construction and the performance of construction layout surveys. Such resident Engineer or inspector shall be responsible for collection and submission of samples to a laboratory as designated by the City. Such services shall be computed on the basis of direct salary cost of the service plus a percentage of 25% of such cost. Transportation, if authorized, will be furnished at ten cents (10¢) per mile, not to exceed \$25.00 per month.
- (4) Check shop or working drawings furnished by contractors.
- (5) Review all laboratory, shop and mill test of materials and equipment for compliance with specifications.
- (6) Prepare monthly and final estimates for payments to contractors, and furnish to the City any necessary certifications as to payments to contractors and suppliers.
- (7) Supervise initial operation of the project, and supervise the necessary performance tests required by specifications.
- (8) Perform, in company with City's representatives, a final inspection of the project.
- (9) Revise contract drawings to show the work as actually constructed, and furnish the City with one set of reproducible drawings. Final payment will be withheld until such drawings are furnished to the City.

SECTION II

PERIOD OF SERVICE

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

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

by the City of a construction contract or contracts, the Engineer will proceed with the performance of the services called for in Section I-C (Construction Supervision Phase) of this agreement.

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

SECTION III

COORDINATION WITH THE CITY

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

SECTION IV

FEE SCHEDULE

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

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

A. Fee schedule

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

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

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

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

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

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

B. Method of Payment

Payment shall be made as follows:

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

Field Survey Phase

Plans & Specifications Phase

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

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

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

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

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

C. Services Not included in Above Fees

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

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

SECTION V

REVISION TO DRAWINGS AND SPECIFICATIONS

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

SECTION VI

OWNERSHIP OF DOCUMENTS

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

SECTION VII

ARBITRATION OF DISPUTES

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

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

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

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

SECTION VIII

TERMINATION

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

SECTION IX

ASSIGNMENT OR TRANSFER OF INTERESTS

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

2. PASSED AND APPROVED this 8th day of May, 1963, A.D.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

3. Signed and accepted this 30 day of April, 1963., A. D.

GULLATT, LODAL & SUELTFENFUSS, INC.
BY: Melvin C. Sueltenfuss

AN ORDINANCE 31333

APPROPRIATING \$250.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF GENERAL INVESTMENT CORPORATION, AND MANUEL CHAIREZ AND WIFE GAVINA M. CHAIREZ AS THEIR INTEREST MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #1461 FOR THE PURCHASE OF 0.1148 OF AN ACRE OF LAND LOCATED AT 407 MENEFEE BOULVAARD, SAN ANTONIO, BEXAR COUNTY, TEXAS.

* * * * *

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

1. The sum of \$250.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund #479-16 payable to the County Clerk of Bexar County subject to the order of General Investment corporation, and Manuel Chairez and wife Gavina M. Chairez, as their interests may appear, said amount being the Award of the Special Commissioners in Condemnation Cause #1461 for the purchase of 0.1148 of an acre of land located at 407 Menefee Boulevard, San Antonio, Bexar County, Texas

2. PASSED AND APPROVED this 8th day of May, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31334

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 20, NCB 2768, FROM "B" RESIDENCE DISTRICT TO "E" OFFICE DISTRICT.

* * * * *

WHEREAS, on the 17th day of October 1962, a hearing was held before the City Council of the City of San Antonio zoning Case No. 1642 to determine whether the hereinbelow designated property should be rezoned from "B" Residence to "E" Office District, and

WHEREAS, The zoning Commission had theretofore recommended that such change of zoning be made, and

WHEREAS, there was a petition filed by numerous property owners opposing such zone change but which petition was not acknowledged as provided by the zoning ordinance, and

WHEREAS, five (5) members of the City Council of the City of San Antonio voted "Aye" to a motion to effecuate such change, thereby effectuating a passage of such motion, and

WHEREAS, The City Attorney erroneously rules that the filing of the unacknowledged petition would require seven (7) affirmative votes in order for the motion to rezone to pass, and that the motion to rezone to pass, and that the motion had therefore failed, and

WHEREAS, the City Attorney subsequently made known his erroneous ruling to the City Council, NOW THEREFORE:

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

1. The Section 2 of an ordinance entitled "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ETC.," passed and approved by 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. 1642)

The rezoning and reclassification of property listed as follows:
Lot 20, NCB 2768 from "B" Residence District to "E" Office 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 8th day of May, A.,D.,1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

A RESOLUTION

SUPPORTING ACTION BY MEMBER SHIP COMMITTEE, SAN ANTONIO CHAMBER OF COMMERCE, DESIGNATING FINAL SPRING CAMPAIGN DAY AS "JIM GAINES DAY" OUT OF RESPECT FOR CHAMBER PRESIDENT JAMES M. GAINES.

* * * * *

WHEREAS, James M. Gaines has willingly sacrificed time from his personal and business lives to provide the San Antonio Chamber of Commerce with two years of dynamic leadership as its president, and

WHEREAS, said James M. Gaines has by his leadership influenced the thinking and motivated the activities of loyal San Antonians in all walks of life, and

WHEREAS, the results of his efforts have been manifold and greatly beneficial, enriching the broad spectrum of business, cultural and civic life in San Antonio, and

WHEREAS, the membership organization of the San Antonio Chamber of Commerce, known as the Round-Up Club, has elected to designate its fourth and final 1963 Spring one-day drive on Tuesday, May 14, as "Jim Gaines Day" in tribute to the exceptional accomplishments of their president, NOW, THEREFORE:

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

1. That all members of the City Council Firmly support and readily join with the Round-Up Club in this well-deserved salute to said James M. Gaines, and FURTHER call upon all San Antonio Business and professional persons similarly to register their respect and admiration for his efforts through their support of the San Antonio Chamber of Commerce and its broad program of community development.

2. PASSED AND APPROVED this 8th day of May, A.D., 1963.

M A Y O R
W. W. McAllister

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31335

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. 1876)

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

Lot 32, NCB 11958

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 15, day of May, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31336

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. 1896)

The rezoning and reclassification of property from "H" Local Retail District to "J" Commercial District listed below as follows:

Lots 7 and 21, 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 15 day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31337

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. 1865)

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

"That portion of Lots 28, 29 and 30,
NCB 7899 not presently zoned "J"
Commercial."

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

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

4. PASSED AND APPROVED this 15, day of May, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31338

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 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. 1837)

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

That portion of Lot 50, Blk "C", NCB
10111 not presently zoned "C" Residence

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

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

4. PASSED AND APPROVED this 15th day of May A.D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31339

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. 1879)

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

Lot ,17, NCB 11693

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 15 day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31340

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. 1892)

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

Lot 3, NCB 12085

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

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

4. PASSED AND APPROVED this 15th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31341

AMENDING SECTION 2 OF AN ORDINANCE ENTITLED "AN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN, ECT." 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. 1871)

The rezoning and reclassification of property listed below as follows:

Lots 1, 2 and 3, NCB 11032 from "A" Residence District; and lots 1, 2, 3 and 4, NCB 11031 from "A" Residence District to "E" Office.

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

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

4. PASSED AND APPROVED this 15th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31342

*Amended
10-10-63 Ord 31820
32015-1-24*

CHANGING THE PORTION OF THE RIGHT-OF-WAY OF THE NORTH EXPRESSWAY DESCRIBED AS THE SOUTH AND SOUTH-WEST RIGHT-OF-WAY LINE AS IT AFFECTS THE PROPERTIES IN N. C.B. A-7 AND N.C.B. 1792, ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARY THEREOF; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK WITHIN SUCH BOUNDARY.

* * * * *

WHEREAS, by Ordinance Nos. 29212, 30071 and 31045, the City Council approved the route of the North Expressway from Josephine Street North to Olmos Drive, established building lines along the outer boundaries of such route, and directed that building permits not be issued for certain work within the boundaries of such route for periods extending to January 16, 1964; and

WHEREAS, it is desired to change only the South and Southwest right-of-way line as it affects the properties in N.C.B. A-7 and N.C.B. 1762, subject to the same restrictions as the remainder of the North expressway right-of-way which is otherwise unchanged: NOW THEREFORE,

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

1. That portion of the right-of-way of the North expressway described as the South and Southwest right-of-way line as it effects the properties in N.C.B. A-7 and N.C.B. 1762 is hereby changed to the new south and Southwest right-of-way line as it affects the properties in N.C.B. A-7 and N.C.B. 1762, shown on the plat attached hereto and made a part hereof as Exhibit "A".

2. The outer boundary of such new South and Southwest right-of-way line is hereby established as a building line, within which no structures shall be built, and within 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 the period ending January 16, 1964.

3. The Director of Housing and Inspection is hereby directed to refuse any building permits for the erection of any structure within and upon the new right-of-way line herein established; 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 the period ending January 16, 1964.

4. PASSED AND APPROVED this 15 day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31343

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEM (HEATING ELEMENT FOR ASPHALT HEATER) FROM COOPER EQUIPMENT COMPANY FOR THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS - STREETS FOR \$1,245.30.

* * * * *

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

1. THAT the Director of Finance is authorized to purchase certain item (Heating element for asphalt heater) from the Cooper Equipment Company for the City of San Antonio, Department of Public Works - Streets for a total of \$1,245.30, less 2% - 10 days.
2. This is the sole source of supply for this particular item.
3. Payment to be made from General Fund 1-01, Department of Public Works - Streets, Account No. 09-04-02.
4. PASSED AND APPROVED this 15th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31344

GRANTING PERMISSION TO VAN BUREN & COMPANY INCORPORATED TO ERECT A SEVEN (7) foot FENCE ALONG THE EAST PROPERTY LINE OF 142 RAVENHILL.

* * * * *

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

1. Permission is hereby granted to Van Buren & Company Incorporated to erect a seven (7') foot basketweave type fence along the east property line 142 Ravenhill, being lot 11, Block 3, N. C. B. 11907.
2. PASSED AND APPROVED this 15th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31345

GRANTING PERMISSION TO MR. JESUS GUERRA TO ERECT AN EIGHT (8) FOOT FENCE AT 230 BENITA STREET, KNOWN AS LOT 8, NCB 3982.

* * * * *

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

1. Permission is hereby granted to Mr. Jesus Guerra to erect an eight (8) foot fence at 230 Benita Street, known as lot 8, NCB 3982.
2. PASSED AND APPROVED this 15th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31346

ACCEPTING THE HIGH QUALIFIED BID OF G. L. SMITH ENTERPRISE FOR NOVELTY CONCESSIONS AT BRACKENRIDGE AND KOEHLER PARKS, CITY OF SAN ANTONIO, DEPARTMENT OF PARKS AND RECREATION.

* * * * *

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

1. The attached high qualified bid of G. L. Smith Enterprise, dated May 3, 1963 for novelty concessions at Brackenridge and Koehler Parks, City of San Antonio, Department of Parks and Recreation for 26.5% of gross receipts is hereby accepted.
2. Term of contract will be for a period effective the date of acceptance by the City Council of the City of San Antonio, and terminate October 31, 1966.
3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 15th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31347

ACCEPTING THE LOW BID OF R. L. BURNEY, CONTRACTOR, FOR REMODELING CONCESSION BUILDINGS AT BRACKENRIDGE AND KOEHLER PARKS; AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD PUBLIC WORKS CONSTRUCTION CONTRACT FOR SUCH PROJECT; AUTHORIZING PAYMENT FROM SPECIAL PROJECTS ACCOUNT 11-03-02 (BRACKENRIDGE AND KOEHLER PARK CONCESSION BUILDING IMPROVEMENTS) IN THE AMOUNT OF \$20,669.00 TO R. L. BURNEY, CONTRACTOR; AUTHORIZING THE SUM OF \$1,000.00 FROM THE SAME ACCOUNT TO BE USED AS A CONSTRUCTION CONTINGENCY ACCOUNT ON SUCH PROJECTS; AUTHORIZING PAYMENT OF THE SUM OF \$1,653.62 FROM THIS SAME ACCOUNT, PAYABLE TO ORLANDO VOLPE, ARCHITECT; AND AUTHORIZING THE TRANSFER OF THE SUM OF \$23,322.52 FROM SPECIAL PROJECTS ACCOUNT 30-01-01 TO SPECIAL PROJECTS ACCOUNT 11-03-20 (BRACKENRIDGE & KOEHLER PARK CONCESSION BUILDING IMPROVEMENTS).

* * * * *

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

1. The attached low bid of R. L. Burney, Contractor, for remodeling concession buildings at Brackenridge and Koehler Parks, in the amount of \$20,669.00, is hereby accepted.
2. The City Manager is hereby authorized to execute the standard public works construction contract for the project mentioned in Paragraph 1 above.
3. The Contract is attached hereto and made a part hereof.
4. The following sums are hereby authorized to be paid from Special Projects Account 11-03-20 (Brackenridge and Koehler Park Concession Building Improvements) in connection with the contract authorized in Paragraph 2 above:
 - a. \$20,669.00 to R. L. Burney, Contractor;
 - b. \$1,000.00 as a construction Contingency Account on this project;
 - c. \$1,653.52 to Orlando Volpe, Architect, for his fee on this project.
5. The sum of \$23,322.52 is hereby authorized to be transferred from Special Projects Account 30-01-01 to Special Projects Account 11-03-02 (Brackenridge & Koehler Park Concession Building Improvements).
6. PASSED AND APPROVED this 15th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

A RESOLUTION

WHEREAS, in the year 1913, the insurance agents of San Antonio, representing Capital Stock Insurance Companies, organized an association known then and known continuously since as the San Antonio Insurance Exchange, and

WHEREAS, at the time of its organization, the members of the San Antonio Insurance Exchange elected one of their charter members, Francis F. Ludolph, as secretary of their newly formed organization, and

WHEREAS, the said Francis F. Ludolph has served continuously in the capacity of Secretary of the San Antonio Insurance Exchange for the fifty years of that Association's lifetime, and

WHEREAS, at all times, Francis F. Ludolph has performed his duties as Secretary promptly, fairly and property in all respects, and

WHEREAS, because of the manner in which Francis F. Ludolph has conducted the affairs of his office, he is held in high esteem by all who know him locally and by all those who are concerned with the welfare of the insurance business in the State of Texas and in the nation, and

WHEREAS, in consequence, the insurance business is a better business for having had Francis F. Ludolph play such an important part in its growth and development, NOW, THEREFORE:

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

1. That Francis F. Ludolph is congratulated upon having completed fifty years of service as Secretary of the San Antonio Insurance Exchange, and that best wishes go to him for many more years of contentment, welfare and good health.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 31348

ACCEPTING THE ATTACHED QUALIFIED BID OF INTERNATIONAL BUSINESS MACHINES CORPORATION TO FURNISH THE CITY OF SAN ANTONIO FINANCE DEPARTMENT WITH CERTAIN PAYROLL CHECKS FOR A TOTAL OF \$1,099.58.

* * * * *

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

- 1. The attached qualified bid of International Business Machines Corporation, dated May 15, 1963 to furnish the City of San Antonio, Finance Department with certain payroll checks for a net total of \$1,099.58 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Finance, Account No. 06-02-01.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 22, day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31349

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF COMMANCHE STEEL PRODUCTS COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH CERTAIN ITEMS OF GALVANIZED TUBING FOR A TOTAL OF \$2,670.00.

* * * * *

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

- 1. The attached low qualified bid of Commanche Steel Products Company, Inc., dated May 16, 1963 to furnish the City of San Antonio, Department of Traffic and Transportation with certain items of galvanized tubing for \$2,670.00, less 2%-10 days is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Traffic & Transportation, Account No. 23-02-01.
- 3. PASSED AND APPROVED THIS 22 day of May, 1963.

W.W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31350

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ENGLISH EARTHENWARE COMMERATIVE PLATES, ETC., FROM JOHN H. ROTH & COMPANY FOR THE DEPARTMENT OF PARKS AND RECREATION - LA VILLITA FOR A TOTAL OF \$2,578.20.

* * * * *

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

- 1. THAT the Director of Finance be authorized to purchase certain items of English earthenware commerative plates, etc., from the John H. Roth and Company for the City of San Antonio, Department of Parks and Recreation (LA Villita) for a net total of \$2,578.20.
- 2. This is the sole source of supply of this particular items.
- 3. Payment to be made from Working Capital 6-01, Object Code 6-71.
- 4. PASSED AND APPROVED this 22 day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31351

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF DUMAS MILNER CHEVROLET, INC. TO FURNISH THE CITY OF SAN ANTONIO WITH ONE MOTOR VEHICLE AND TRANSFERRING \$2,514.00 FROM CONTINGENCY ACCOUNT 70-01-01 TO ACCOUNT NO. 02-01-01 GENERAL FUND, CODE 5-16.

* * * * *

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

1. The attached low qualified bid of Dumas Milner Chevrolet, Inc., dated May 17, 1963 to furnish the City of San Antonio with one motor vehicle (fordor sedan) for a net total of \$2,514.00 is hereby accepted.

2. The sum of \$2,514.00 is hereby authorized to be transferred out of Contingency Account No. 70-01-01 to account No. 02-01-01, General Fund, Code 5-16 for payment to Dumas Milner Chevrolet, Inc.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 22 day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31352

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF VENDORS AS LISTED BELOW FOR THE PURCHASE OF CERTAIN MATERIALS FOR AUTOMATIC ELECTRIC SPRINKLER SYSTEM FOR THE CITY OF SAN ANTONIO PARKS DEPARTMENT (NORMOYLE ARSENAL PLAYFIELD) AND APPROPRIATING FUNDS OUT OF PARKS IMPROVEMENT BOND FUND 479-18 IN THE AMOUNT OF \$7,323.47 FOR PAYMENT OF SAME.

* * * * *

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

1. The attached low qualified bids of Goldthwaite's of Texas, Inc., Alamo Iron Works, Telsco Industries, Crane Supply Company, Watson Distributing Company, Inc., and San Antonio Machine & Supply Company, dated May 8, 1963 to furnish the City of San Antonio, Department of Parks and Recreation (Normoyle Arsenal Playfield) with certain irrigation materials for automatic electric sprinkler system for a total of \$6,847.77, is hereby accepted. Also, accepting bids of San Antonio Machine & Supply and Perry Shankle Company for additional required materials in the amount of \$475.70 as follows:

Goldthwaite's of Texas Inc.		
Item #1 - Asbestos Cement pipe	642.20	
Alamo Iron Works		
Item #2 - Fluid-Tite cast iron fittings	146.67	
Telsco Industries		
Item #3 - PVC Pipe	2,293.79	
Item #6 - Control valves	792.43	
Crane Company		
Item #4 - Plastic Fittings	584.12	
Watson Distributing Co.		
Item #5 - Sprinkler heads	2,379.81	
San Antonio Machine & Supply		
Item #7 - Buckner valves	18.75	\$6,847.77
San Antonio Machine & Supply		
Reqn. #B-65 - Galv. Fittings	241.70	
Perry Shankle Co.		
Reqn. #64 - Control Wire	234.00	475.70
		<u>\$7,323.47</u>

2. The sum of \$7,323.47 is hereby appropriated from Parks Improvement Bond Fund 479-18 payable to vendors as listed above for certain irrigation materials for automatic electric sprinkler system at Normoyle Arsenal Playfield.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 22 day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31353

*Amended 3/31/67
ord 7/8/65
let amended
ord 3/29/66
ord 10/27/66*

ACCEPTING THE HIGH QUALIFIED BID OF SHERIDAN CONCESSIONS FOR FOOD AND BEVERAGE CONCESSIONS AT BRACKENRIDGE AND KOEHLER PARKS, CITY OF SAN ANTONIO, DEPARTMENT OF PARKS AND RECREATION.

* * * * *

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

1. The attached high qualified bid of Sheridan Concessions, dated, May 3, 1963 for food and beverage concessions at Brackenridge and Koehler Parks, City of San Antonio, Department of Parks and Recreation for 30.6% of gross receipts is hereby accepted.
2. Term of contract will be for a period effective ten (10) days after acceptance by the City of San Antonio of improvements on concession buildings (on or about August 10, 1963), and terminate October 31, 1966.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31354

AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERIM CONTRACT WITH SHERIDAN CONCESSIONS FOR THE OPERATION OF FOOD AND BEVERAGE CONCESSION AT BRACKENRIDGE AND KOEHLER PARKS, SAID INTERIM CONTRACT TO BECOME EFFECTIVE JUNE 1, 1963.

* * * * *

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

1. The City Manager is hereby authorized to execute an interim contract with Sheridan Concessions for food and beverage concessions at Brackenridge and Koehler Parks.
2. Term of the contract will be for the period June 1, 1963 and shall run until a formal contract is executed with Sheridan Concessions on or about August 10, 1963.
3. Sheridan Concessions shall pay to the City, 20% of the gross receipts from the operation of the aforementioned food and beverage concessions.
4. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31355

APPROPRIATING \$822.43 FROM UNAPPROPRIATED SURPLUS OF THE WESTFALL TRUST FUND #750-03 FOR USE BY THE WESTFALL BRANCH LIBRARY IN PURCHASING EQUIPMENT.

* * * * *

WHEREAS, the Library Board has requested that all unencumbered funds of the Westfall Trust Fund be allocated and approved for the purchase of equipment for furnishing the Westfall Branch Library; and

THEREFORE: WHEREAS, the unencumbered balance of the Westfall Trust Fund is \$822.43; NOW,

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

1. The sum of \$822.43 is hereby appropriated from Unappropriated Surplus of the Westfall Trust Fund #750-03 to be used in purchasing equipment for the Westfall Branch Library.
2. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31356

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF CERAMIC ROAD MARKERS FROM AMERICAN CLAY FORMING PLAN-DIV. FERRO CORPORATION FOR THE CITY OF SAN ANTONIO MAINTENANCE FOR A NET TOTAL OF \$8,314.04.

* * * * *

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

- 1. THAT the Director of Finance is authorized to purchase certain items of ceramic road markers from the American Clay Forming Plant, Div. Ferro Corporation for use by the City of San Antonio, Department of Traffic and Transportation, maintenance shop for a net total of \$8,314.04.
- 2. This is the sole source of supply for this particular item.
- 3. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-02.
- 4. PASSED AND APPROVED this 22 day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

A RESOLUTION

WHEREAS, William Sidney Porter, better known as O'Henry, was the outstanding short story writer of his time, and

WHEREAS, many of the stories in the O'Henry collection, HEART OF THE WEST, have their setting in San Antonio, and

WHEREAS, O'Henry loved San Antonio and made many references to our City, especially of the many "Iron Bridges", which were located in the heart of the city, and

WHEREAS, O'Henry at one time lived at 903 South Presa Street and crossed the river in the vicinity of the small bridge on East Johnson Street, NOW, THEREFORE:

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

- 1. In commemoration of this famous author and resident of San Antonio, and in appreciation for the fame he brought to San Antonio through his short stories, the iron bridge on East Johnson Street is hereby designated as the "O'Henry Bridge."
- 2. PASSED AND APPROVED this 22 day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31357

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$382.75 TO THOMAS L. BRUNDAGE DUE TO A DOUBLE PAYMENT OF TAXES

* * * * *

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

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

Amount:	\$382.75
Payable to:	Thomas L. Brundage 2315 Brees Blvd. San Antonio 9, Texas
Reason:	Refund of doublepayment on Lot 22, New City Block 12710, Account No. 611-189-9-4. The 1962 Taxes were paid on April 4, 1963, and again on May 3, 1963, therefore constituting a doublepayment.

Passed AND APPROVED THIS 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31358

DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN PRIVATELY-OWNED REAL PROPERTY WITHIN AND NEAR THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO FOR PUBLIC PURPOSES, TO-WIT: THE ACQUISITION OF RIGHT-OF-WAY FOR THE CONSTRUCTION AND LAYING OF UNDERGROUND SEWER LINES FROM LEON CREEK TREATMENT PLANT TO MITCHELL LAKE, AND DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION PROCEEDINGS TO ACQUIRE SO MUCH PROPERTY 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 and near its corporate limits for public purposes, to-wit: the acquisition of right-of-way for the construction and laying of underground sewer lines from Leon Creek treatment Plant to Mitchell Lake in Bexar County, Texas.

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

3. The City Attorney is hereby directed to institute and prosecute to conclusion all necessary proceedings to condemn the Fee or in the laternative, 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 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31359

AMENDING SECTION 38-35 OF THE CITY CODE TO PROVIDE THAT THE OPERATION, PARKING AND STANDING OF AUTHORIZED EMERGENCY VEHICLES SHALL BE GOVERNED BY STATE LAW.

* * * * *

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

1. Section 38-35 of the City Code is hereby amended to read as follows:

Section 38-35. Authorized emergency vehicles governed by state law.

The provisions of this chapter regulating the operation, parking and standing of vehicles generally shall not apply to authorized emergency vehicles, as defined in this chapter, but such authorized emergency vehicles shall be governed by the pertinent provisions of the state traffic laws.

2. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

ORDINANCE 31360 SEE PAGE 188

AN ORDINANCE 31361

APPROPRIATING THE SUM OF \$750.00 OUT OF EXPRESSWAY AND STREET IMPROVEMENT BONDS, SERIES 1955, SECTION "A", #478-01 FOR ACQUISITION OF CERTAIN RIGHT-OF-WAY FOR U. S. 81 EXPRESSWAY SOUTH SECTION AND REPEALING ORDINANCE 22971, DATED JUNE 5, 1956.

* * * * *

WHEREAS, in 1956 the City obtained, by condemnation proceedings, parts of Lots 10 and 11, Block 6, New City Block 8952 that were needed for U. S. 81 Expresway South; and,

WHEREAS, said condemnation proceedings and hearings were held after necessary Citation by Publication steps had been taken; and,

WHEREAS, Ordinance 22971, of June 5, 1956 was passed appropriating the funds to the County Clerk of Bexar County in payment therefor; and,

WHEREAS, it has now been determined that the said condemnation proceeds were faulty, and agreement has been reached for purchase of the property from the owner; and,

WHEREAS, the funds deposited with the County Clerk will be retruned to the City;
NOW THEREFORE:

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

1. The sum of \$750.00 is hereby appropriated out of Expressway and Street Improvement Bonds, Series 1955, Section "A", #478-01 for acquisition of right-of-way for U. S. 81 Expressway South Section, payable to Security Title Company as escrow agent for Maria Barragan, a feme sole, for title to parts of Lots 10 and 11, Block 6, New City Block 8952. (Parcels 616 & 617). A copy of the Warranty Deed is filed herewith and incorporated herein by reference.

2. Ordinance 22971 passed and approved June 5, 1956, be and the same is hereby repealed.

3. Passed AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31362

AUTHORIZING PAYMENT OF THE SUM OF \$479.00 OUT OF FUND NO. 1-01, ACCOUNT NO. 50-03-01, PAYABLE TO J. TERRY HANCOCK IN FULL SATISFACTION AND FINAL SETTLEMENT OF CLAIM FOR DAMAGES TO HIS VEHICLE, ARISING OUT OF AN ACCIDENT ON APRIL 26, 1963.

* * * * *

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

1. The sum of \$479.00 is hereby authorized to be paid out of Fund No. 1-01, Account No. 50-03-01, payable to J. Terry Hancock, in full satisfaction and final settlement of a claim for damages to his vehicle, arising out of an accident on April 26, 1963.

2. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31363

APPROPRIATING THE SUM OF \$1,044.00 OUT OF INTERNATIONAL AIRPORT REVENUE BOND FUND 803-04 FOR ROCK WALL AND SIGN FOR THE SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

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

1. The sum of \$1,044.00 is hereby appropriated out of International Airport Revenue Bond Fund 803-04 to cover the cost of installation of a rock wall and sign for entrance to International Airport.

2. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31364

AUTHORIZING EXECUTION OF A LEASE TO AMERICAN AIRLINES OF SPACE IN HANGAR 3 AT INTERNATIONAL AIRPORT.

* * * * *

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

1. The City Manager is authorized to execute a lease of space in Hanger 3 (Lease Area 3-2) at San Antonio International Airport to American Airlines, Inc., a copy of said lease is attached hereto and incorporated herein.

2. PASSED AND APPROVED this 22nd of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

*Amended
Ord # 33170
March 25, 1964*
*Amended
Ord # 36536
9/21/63*

LEASE NO. 3-2

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS }
COUNTY OF BEXAR }

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through Mr. David Harner, its Assistant City Manager, pursuant to Ordinance No. 31364, adopted May 22, 1963, (hereinafter called "Lessor"), and American Airlines, Inc., a Delaware Corporation, acting by and through its designated officers pursuant to a resolution of its Board of Directors, (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: 5650 square feet
B. Ground: 5650 square feet - one large cargo aircraft position adjacent to S. E. Corner of Hangar #3.

2. BASE RENTAL

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

<u>Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>annual Rental</u>	<u>Monthly Rental</u>
A. Building:	5650	\$.44	\$ 2,486.00	\$207.17
B. Ground:	5650	\$.04	\$ 226.00	\$ 18.83

3. TERM

The term of this lease shall be for the term beginning June 1, 1962, and ending May 31, 1964.

4. USE(s) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other:
Air Freight operations, vehicle maintenance and other purposes incidental thereto, plus exclusive use of the position mentioned in 1B above for cargo aircraft parking, at no additional charge.

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (Minimum) of \$50,000 for one person and \$1,000,000 for one accident on personal liability, and \$200,00 for property liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and it shall name Lessor as a co-insured. Such policy shall contain the following provision: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with The City Clerk of the City of San Antonio.

6. PERFORMANCE BOND

Lessee shall not be required to provide a performance or surety bond at the time of the execution of this lease, but if lessee fails to satisfactorily perform all terms, conditions and covenants contained herein, Lessor shall have the right to demand such a bond. In such event, Lessee shall deliver to Lessor a cash deposit or surety bond(s) in the amount of \$2,500.00 issued by a sound indemnity company authorized to do business in Texas in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

The Standard Provisions and Covenants set forth in Exhibit 1, attached hereto, are incorporated herein and made a part hereof, except paragraphs (1), (4B), and (6) and (10B) which have been deleted therefrom.

8. CPA LEASE PROVISIONS

The following provisions of the Certificated passenger Airlines lease, executed January 1, 1958, by the parties hereto are incorporated herein by reference:

- (A) The last sentence of Art. III at Page 18.
(b) Art. X at Page 23.

9. MAINTENANCE

Except for roof and structural maintenance, which shall be done by Lessor at its expense, Lessee will maintain the leased premises, including all improvements and appurtenances thereto, in a presentable condition consistent with good business practice and at least equal in appearance and character to other similar improvements on said Airport. In this connection, Lessee will keep the structures on the leased premises in good repair.

EXECUTED this 22nd day of May, 1963.

CITY OF SAN ANTONIO, Lessor

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

AMERICAN AIRLINES, INC., Lessee

BY: /s/ R. Alan Miller

ATTEST: J. H. Inselmann
City Clerk

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee:

1. Gross Receipts Charges

A. COMPUTATION:

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

- 1% of the first \$200,000
- 3/4% of the second \$200,000
- 1/2% of the third \$200,000
- 1/4% of the fourth \$200,000
- 1/10% of the excess over \$800,000

of each year's applicable gross receipts.

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

B. DEFINITIONS: The term "Gross receipts" shall include the following:

- (1) The aggregate amount of all sales made and services performed for cash, credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not;
- (2) The aggregate amount of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the reasonable value thereof, whichever sum is the greater; and,
- (3) The selling price of any accessory, part or supply added to or service furnished to an aircraft sold or held for sale by Lessee.

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

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

C. RECORDS AND REPORTS:

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

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

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

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

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

5. The said reports (Or statements) shall be submitted on forms prescribed by Lessor.

D. AUDIT.

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

In addition Lessor shall have the right during any one calendar year of this Lease to authorized one audit of Lessee's records pertaining to its operation on the Airport.

Such audits shall be undertaken by a reputable firm of independent Certified Public Accountants, satisfactory to Lessor. The cost of such audit shall be borne one-half by Lessee and one-half by Lessor, unless results of such audits reveal a discrepancy of more than five percent between gross receipts reported in accordance with this Paragraph D and the gross receipts as determined by audit for any twelve-month period. In case of such discrepancy the full cost of the audit shall be borne by Lessee.

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

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

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

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

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

3. USE(S) OF PREMISES:

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

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

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

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

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

C. PAYMENT OF TAXES, ETC.:

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

D. SIGNS:

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

E. REGULATIONS:

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

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

G. REMOVAL OF TRASH:

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

H. Indemnity:

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

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

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

L. HOLDING OVER:

Should Lessee remain in possession of the leased premises without Lessor's consent after the terminal of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession shall not operate as giving Lessee any right to remain in possession nor shall it constitute a waiver by Lessor of its right to immediate possession.

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee, and adjudication of Lessee as a bankrupt pursuant thereto.
- 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, provided that such appointment is not vacated or stayed within 30 days.
- E. Any assignment of Lessee's assets for the benefit of creditors.
- F. The taking of Lessee's leasehold interest by execution or other process of Law.
- G. The divestiture of Lessee's estate herein by other operation of law.
- H. The default by Lessee in the performance of any covenant or agreement herein contained and the failure of Lessee to remedy such default within twenty (20) days after receipt from Lessor of written notice to remedy same. No waiver of default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor for any period or periods after default by Lessee of any of Lessee's obligations hereunder shall not be deemed a waiver by Lessor of its right to cancel this lease for such default.

6. FIELD USE CHARGES

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

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

7. TIME OF EMERGENCY

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

9. REPLACEMENT AFTER DAMAGE

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

10. GENERAL

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

AN ORDINANCE 31365

AUTHORIZING EXECUTION OF A LEASE OF RAMP SPACE AT INTERNATIONAL AIRPORT TO ALAMO AVIATION, INC.

* * * * *

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

1. The city Manager is authorized to execute a lease of 12,000 sq. feet of ground at San Antonio International Airport to Alamo Aviation, Inc.
2. A copy of said lease (Lease Area 38-1) is attached hereto and incorporated herein.
3. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

LEASE NO. 38-1

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS }
COUNTY OF BEXAR }

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through David A. Harner, its Assistant City Manager, pursuant to ordinance No. 31365 adopted May 22, 1963 (hereinafter called "Lessor"), and Alamo Aviation Inc., a Corporation incorporated under the Laws of Texas, acting by and through its designated officers pursuant to a resolution of its board of directors, (Hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: None
- B. Ground: 12,000 sq. ft.

2. BASE RENTAL

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

<u>Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
A. Building:	None			
B. Ground	12,000	\$.04	\$480.00	\$ 40.00

plus or minus the amount of any adjustment resulting from the application of standard Provision 2 of Exhibit A. hereto.

3. Term

The term of this lease shall be for the one year period beginning May 16, 1963.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other: fueling and parking of airplanes.

5. LIABILITY INSURANCE

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

6. PERFORMANCE BOND

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

7. STANDARD PROVISIONS AND COVENANTS

The standard Provisions and Covenants set forth in Exhibit 1, attached hereto, are incorporated herein and made a part hereof, except paragraphs 4B2,9 which have been deleted therefrom.

8. SPECIAL PROVISIONS

Either party hereto may terminate this lease upon 30 days written notice to the other party. This provision is in addition to and separate from any others referring to termination hereof contained in this lease.

EXECUTED this 22nd day of May, 1963.

CITY OF SAN ANTONIO, Lessor

BY: David A. Harner
Assistant City Manager

ALAMO AVIATION, INC., Lessee

BY: S. A. Lambros
Executive V. P.

ATTEST: J. H. Inselmann
City Clerk

Attest: P. H. Swearingen, Jr.
Assistant Secretary

LEASE NO. 38-1

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee: Alamo Aviation, Inc.)

L. Gross Receipts Charges

A. COMPUTATION:

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

- 1% of the first \$200,000
- 3/4% of the second \$200,000
- 1/2% of the third \$200,000
- 1/4% of the fourth \$200,000
- 1/10% of the excess over \$800,000

of each year's applicable gross receipts.

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

B. DEFINITIONS: The term "gross receipts" shall include the following:

- (1) The aggregate amount of all sales made and services performed for cash,

credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not;

(2) The aggregate amount of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the reasonable value thereof, whichever sum is the greater; and,

(3) The selling price of any accessory, part or supply added to or service furnished to an aircraft sold or held for sale by Lessee.

"Applicable gross receipts" as used herein shall mean "Gross receipts"

(1) Aircraft Sales.

(2) Aircraft fuel sales.

(3) The sale of services and goods to the military agencies of the United States; provided, however, that such sales must be made directly to and paid for directly by said military agencies to be deductible from gross receipts.

(4) Wholesale sales of aircraft parts, accessories and supplies; provided however that such sales are made to others for the purpose of resale only.

C. RECORDS AND REPORTS:

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

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

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

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

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

5. The said reports (or Statements) shall be submitted on forms prescribed by Lessor.

D. AUDIT.

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

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

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

That is, the base rental rate shall be multiplied by a fraction, the denominator of which shall be the common average of the two averages of the twelve monthly indices of

AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING and of WHOLESale PRICES - ALL COMMODITIES for the 12-month period ending September 30, 1961, and the numerator of which shall be the similar common average for the twelve months ending September 30 of the calendar year immediately preceding the adjustment date. All index figures used must be final.

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

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

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

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

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

C. PAYMENT OF TAXES, ETC.:

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

D. SIGNS:

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

E. REGULATIONS:

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

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

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

H. Indemnity:

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

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

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

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

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

10. GENERALA. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

AN ORDINANCE 31366

A. AUTHORIZING EXECUTION OF AN AMENDMENT TO A LEASE OF SPACE IN HANGAR 3 AT INTERNATIONAL AIRPORT TO NAYAK AVIATION CORPORATION AND CONSENTING TO CERTAIN SUBLEASES OF PORTIONS OF SAID SPACE.

* * * * *

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

1. The City Manager is authorized to execute an amendment to a lease, originally authorized by Ordinance 27573, assigned to Nayak Aviation Corporation pursuant to Ordinance 30164, providing for the leasing of additional space in and adjacent to Hanger 3 at San Antonio International Airport, and consenting to subleases of portions of the demised premises to Bowman Cattle Company., Pat Thayer Aviation Electronics, Inc., and Executive Airlines, Inc. A copy of such amendment (4#) to Lease #3-1 and the three (3) consents to Sublease are attached and incorporated herein.

2. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

LEASE AMENDMENT #4

STATE OF TEXAS
 COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the city of San Antonio, a Texas Municipal Corporation, acting by and through David A. Harner, its assistant City Manager, pursuant to Ordinance No. 31366, adopted May 22, 1963, (hereinafter called "Lessor"), and Nayak Aviation Corporation, a Texas private corporation, acting by and through its designated officers pursuant to a resolution of its board of directors, (hereinafter called "Lessee"), WITNESSETH:

1. PURPOSE HEREOF

This instrument is executed for the purpose of amending that lease (As amended) from the City, as Lessor, executed May 14, 1959, authorized by Ord. 27573, the assignment of which to this Lessee was consented to by Ord. 30164, for the purposes of leasing certain additional space and of providing for certain subleases.

2. DESCRIPTION OF PREMISES DEMISED HEREBY

The Lessor does hereby and by these presents demise and lease unto Lessee the following premises, in addition to that presently leased, located at the San Antonio International Airport (hereinafter called "Airport"), San Antonio, Bexar County, Texas, as shown on Exhibit 1 which is attached hereto and made a part hereof:

- A. Building: 1,178 sq. ft. in Hanger 3
 B. Ground: 7,278 sq. Ft.

3. BASE RENTAL

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

<u>Premises:</u>	<u>Sq. Ft.</u>	<u>Annual Rate Per. Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
A. Building:	1,178	\$0.44	518.32	\$43.19
B. Ground:	7,278	0.04	291.12	24.26

plus or minus the amount of any adjustment resulting from the application of the Standard Provision approved by City Ord. 30964.

4. PERFORMANCE BOND

Lessee will deliver to the City Clerk, at the date of execution of this instrument, an additional cash deposit or a surety bond in the sum of \$800.00 to Lessor, conditioned on satisfactory performance of all terms conditions and covenants contained herein during the term of the lease. This requirement may be satisfied by an increase in Lessee's present bond. Such bond(s) shall be issued by a sould indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

5. SUBLEASES

Lessor consents to the sublease by Lessee of portions of the premises to Bowman Cattle Co., Thayer Electronics and Executive Airlines, the locations and amounts of space being shown on Exhibit #1 hereto, upon the following conditions:

- (a) Lessee agrees and covenants that it shall continue to be responsible for compliance with the terms of the lease, as amended, as to the entire premises.
 (b) Lessee shall secure execution of copies of an instrument, set out as Exhibit #2 hereto, by each of the named sublessees.
 (c) All terms, conditions and covenants in said lease as amended shall remain in force during the remainder of the term thereof.
 (d) This amendement shall be effective the 16th day of May, 1963.

EXECUTED IN DUPLICATE originals this 22nd day of May, 1963.

CITY OF SAN ANTONIO, Lessor

BY: Davis A. Harner
 Assistant City Manager

Attest: J. H. Inselmann
 City Clerk

NAYAK AVIATION CORPORATION, Lessee

ATTEST: A. M. Marty
 Assistant Secretary

BY: Elton Hunt
 President
 206 E. Terminal Drive
 (Mailing Address)
 San Antonio 16, Texas

The undersigned, as Attorney-in-fact for the Travelers Indemnity Company, acting under the attached power of attorney, states that the above amendment to lease and consent to subleases does not and shall not release said Indemnity Company from any of its obligations on the lease bond to the City.

SIGNED at San Antonio, Texas, this 8 day of May, 1963.

BY: THE TRAVELERS INDEMNITY COMPANY
Gus J. Groos, Jr.
Attorney-in-Fact.

CONSENT TO SUBLEASE

The City's consent to a sublease of 768 sq. ft. of the space in Hangar 3 at San Antonio International Airport, leased by the City of Nayak Aviation Corporation, to sublessee, effective the 8th day of May, 1963 is hereby given.

Sublessee covenants and agrees, in consideration of the consent given hereby, to comply with the provisions of said lease as amended as to the area subleased and sublessee's operations at said Airport, as if it were the original Lessee, sub-lessee assumes no liability beyond a term of month-to-month, and upon termination of his tenancy, his responsibility hereunder shall cease. Sub-lessee agrees to give the City 2 weeks notice of termination; such notice being addressed to Director of Aviation, San Antonio International Airport, San Antonio, Texas.

ACCEPTED AND APPROVED in all things this 22nd day of May 1963.

Attest:
Secretary

Pat Thayer Aviation
Electronics, Inc.
Sub-Lessee

BY: Patrick T. Thayer
President

BY: City of San Antonio
David A. Harner
Assistant City Manager

EXHIBIT #2

CONSENT TO SUBLEASE

The City's consent to a sublease of 480 sq. Ft. of the space in Hangar 3 at San Antonio International Airport, leased by the City to Nayak Aviation Corporation, to sublessee, effective the 8th day of May, 1963, is hereby given.

Sublessee covenants and agrees, in consideration of the consent given hereby, to comply with the provisions of said lease as amended as to the area subleased and sublessee's operations at said Airport, as if it were the original Lessee, and that violation thereof shall be cause for withdrawal of this consent.

ACCEPTED AND APPROVED in all things this 22nd day of May, 1963.

ATTEST:
Secretary

Executive Airlines, Inc.
Sublessee

BY: John Laney
President

BY: City of San Antonio
David A. Harner
Assistant City Manager

EXHIBIT #2

CONSENT TO SUBLEASE

The City's consent to a sublease of 330 sq. Ft. of the space in Hangar 3 at San Antonio International Airport, leased by the City to Nayak Aviation Corporation, to sublessee, effective the 8th day of May, 1963, is hereby given.

Sublessee covenants and agrees, in consideration of the consent given hereby, to comply with the provisions of said lease as amended as to the area subleased and sublessee's operations at said Airport, as if it were the original Lessee, and that violation thereof shall be cause for withdrawal of this consent.

ACCEPTED AND APPROVED in all things this 22nd day of May, 1963.

ATTEST:
Secretary

Bowman Cattle Co.
Sublessee

BY: Henry A. Sykes
Vice-President

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

EXHIBIT #2

AN ORDINANCE 31367

APPROPRIATING THE SUM OF \$500.00 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND #803-07 TO PROVIDE ADDITIONAL FUNDS FOR THE CONSTRUCTION CONTINGENCY ACCOUNT ESTABLISHED BY ORDINANCE NO. 30887 FOR THE CONSTRUCTION OF A CRASH STATION AT SAN ANTONIO INTERNATIONAL AIRPORT, WM. E. GOETZ & SONS, CONTRACTOR.

* * * * *

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

1. The sum of \$500.00 is hereby appropriated out of International Airport Revenue Bond and Construction Fund #803-07 payable to William E. Goetz & Sons, for the Construction Contingency Account established by Ordinance #30887 for the construction of a crash station at San Antonio International Airport, such additional Funds to cover field alterations completed and future emergencies.
2. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31368

AUTHORIZING EXECUTION OF A LEASE OF SPACE IN THE TERMINAL BUILDING AT INTERNATIONAL AIRPORT TO TEX-SUN BEACHCRAFT, INC.

* * * * *

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

1. The City Manager is authorized to execute a lease of space in the Terminal Building at San Antonio International Airport to Tex-Sun Beachcraft, Inc., a corporation incorporated under the laws of Texas. A copy of said lease (Lease No. 30-31) is attached hereto and incorporated herein.
2. PASSED AND APPROVED this the 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

LEASE NO. 30-31

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS

COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through David A. Harner, its Assistant City Manager, pursuant to Ordinance No. 31368 adopted May 22, 1963, (hereinafter called "Lessor"), and Tex-Sun Beachcraft, Inc., a corporation incorporated under the laws of Texas, acting by and through its designated officers pursuant to a resolution of its Board of Directors,

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: Main Terminal
- B. Ground:

2. BASE RENTAL

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

<u>PREMISES</u>	<u>SQ. FT.</u>	<u>ANNUAL RATE PER SQ. FT.</u>	<u>ANNUAL RENTAL</u>	<u>MONTHLY RENTAL</u>
A. Building:	120	\$5.00	\$600	\$50.00
B. Ground:				

plus or minus the amount of any adjustment resulting from the application of Standard Provision 2 of Exhibit A hereto.

3. TERM

The term of this lease shall be for the six (6) months period beginning May 22nd, 1963.

4. USE(s) of PREMISES

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

Office for aircraft sales operation

5. LIABILITY INSURANCE

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

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$300 cash in advance in lieu of bond to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

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

8. SPECIAL PROVISIONS

Either party may cancel upon 30 days advance notice to the other party.

EXECUTED this 22nd day of May, 1963.

CITY OF SAN ANTONIO, Lessor

BY: David A. Harner
Assistant City Manager

ATTEST: J. H. Inselmann
City Clerk

BY: TEX-SUN BEACHCRAFT, INC., Lessee
Edgar G. Box
President
P. O. Box 16146
(Mailing Address)
San Antonio 16, Texas

ATTEST: Secretary

LEASE NO.

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTSSAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee:

1. GROSS RECEIPTS CHARGES

A. COMPUTATION:

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

1% of the first \$200,000

3/4% of the second \$200,000

1/2% of the third \$200,000

1/4% of the fourth \$200,000

1/10% of the excess over \$800,000

of each year's applicable gross receipts.

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

B. DEFINITIONS: The term "gross receipts" shall include the following:

(1) The aggregate amount of all sales made and services performed for cash, credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not;

(2) The aggregate amount of all exchanges of goods, wares, merchandise and services, at the selling price thereof, as if the same had been sold for cash or the reasonable value thereof, whichever sum is the greater; and,

(3) The selling price of any accessory, part or supply added to or service furnished to an aircraft sold or held for sale by Lessee.

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

(1) Aircraft sales.

(2) Aircraft fuel sales.

(3) The sale of services and goods to the military agencies of the United States; provided, however, that such sales must be made directly to and paid for directly by said military agencies to be deductible from gross receipts.

(4) Wholesale sales of aircraft parts, accessories and supplies; provided however that such sales are made to others for the purpose of resale only.

C. Records and Reports:

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

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

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

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

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

5. The said reports (or statements) shall be submitted on forms prescribed by Lessor.

D. AUDIT.

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

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

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

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

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

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

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

3. USE(S) OF PREMISES:

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

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

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

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

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

C. PAYMENT OF TAXES, ETC.:

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

D. SIGNS:

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

E. Regulations:

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

F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

G. REMOVAL OF TRASH:

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

H. INDEMNITY:

Lessee agrees to indemnify and hold Lessor harmless from loss from each and every claim or demand of whatever nature, made by or on behalf of any person, arising out of or in any

way connected with the occupancy of the leased premises by Lessee, or arising out of or in any way connected with any act or omission on the part of Lessee, its officers, agents, employees and servants.

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

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

L. HOLDING OVER:

Should Lessee remain in possession of the leased premises without Lessor's consent after the terminal of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails or refuses to surrender possession shall not operate as giving Lessee any right to remain in possession nor shall it constitute a waiver by Lessor of its right to immediate possession.

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

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

6. FIELD USE CHARGES

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

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

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

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

10. GENERALA. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

AN ORDINANCE 31369

ACCEPTING THE LOW BID OF G. W. DICKERSON & SONS FOR THE CONSTRUCTION OF INTERNATIONAL AIRPORT SANITARY SEWER PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$11,575.94 PAYABLE TO G. W. DICKERSON & SONS; THE SUM OF \$1,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT AND THE SUM OF \$300.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT, ALL SUMS OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND NO. 803-06.

* * * * *

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

1. The attached low bid of G. W. Dickerson & Sons in the amount of \$11,575.94, for the construction of International Airport Sanitary Sewer Project is hereby accepted.

2. The City Manager is hereby authorized to execute the standard public works construction contract for the project mentioned in paragraph 1 above.

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

4. The following sums are hereby appropriated out of International Airport Bond and Construction Fund No. 803-06.

a. \$11,575.94 payable to G. W. Dickerson & Sons;

- b. \$1,000.00 as a Construction Contingency Account;
 - c. \$300.00 as a Miscellaneous Expenses Contingency Account.
5. PASSED AND APPROVED THIS 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31370

AUTHORIZING THE EXECUTION OF A QUITCLAIM TO SAN ANTONIO INDEPENDENT SCHOOL DISTRICT TO A PORTION OF PIEDMONT AVE. THAT WAS CLOSED AND ABANDONED IN 1931.

* * * * *

WHEREAS, by City Ordinance, dated September 21, 1931, a portion of Piedmont Avenue was closed and abandoned at the request of the San Antonio Independent School District in exchange for a dedication for the extension of Fair Avenue; and

WHEREAS, that portion of Piedmont Avenue was never quitclaimed to the San Antonio Independent School District: NOW, THEREFORE,

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

1. The City Manager is hereby authorized to execute a Quitclaim to the San Antonio Independent School District for that portion of Piedmont Avenue that was closed and abandoned in accordance with City Ordinance passed and approved September 21, 1931. A copy of the proposed Quitclaim Deed is attached hereto and incorporated herein by reference.

2. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

QUITCLAIM DEED

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a municipal corporation incorporated under the laws of the State of Texas, acting by and through _____, assistant City Manager, pursuant to Ordinance No. 31370, dated the 22nd day of May, 1963, duly adopted by the City Council of said City, for and in consideration of a dedication for the extension of Fair Avenue by the San Antonio Independent School District, hereinafter called "Grantee", of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED and RELEASED AND BY THESE presents does BARGAIN, SELL, QUITCLAIM and RELEASE, unto the said San Antonio Independent School District, all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

BEGINNING at an iron pipe south 0° 09 1/2' West 188.2 feet from the southwest corner of City Block 6854 for the northeast and beginning corner of this tract, also the most southern corner of a 16.57 acre tract conveyed by Alexander J. Uhl to the San Antonio Independent School District by deed dated June 30, 1930;

THENCE, South 1035.4 feet to a point for the southeast corner of this tract;

THENCE, North 88 deg. 40 minutes west 60 feet to a point for the southwest corner of this tract;

THENCE, North 1034.64 feet to a stake for the northwest corner of this tract; Thence south 89 deg. 20 1/2 minutes east 60 feet to the place of beginning.

together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the aforescribed premises unto the said San Antonio Independent School District, its successors and assigns forever.

WITNESS MY HAND this 22nd day of May, 1963.

CITY OF SAN ANTONIO

BY:

Assistant City Manager

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appear

, Assistant City Manager of the City of San Antonio, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of the City of San Antonio and in the capacity therein stated.

WITNESS BY HAND AND SEAL OF OFFICE this day of , A.D., 1963.

NOTARY PUBLIC IN AND FOR BEXAR COUNTY, TEXAS

AN ORDINANCE 31371

EXTENDING THE EFFECTIVE PERIOD OF ORDINANCE #29486, APPROVING THE LOCATION OF RIGHT-OF-WAY FOR U. S. HIGHWAY 90 WEST EXPRESS-WAY: ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH LOCATION; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR SPECIFIED WORK WITHIN THE BOUNDARIES OF SUCH RIGHT-OF-WAY, UNTIL MAY 24, 1964.

WHEREAS, additional time is required for completion of engineering, appraisal and acquisition of the right-of-way for U. S. Highway 90 West Expressway, within the City of San Antonio City Limits; Now Therefore:

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

1. The provision of Ordinance #29486, passed and approved May 24, 1961, and further extended by Ordinance #30,315, passed and approved May 9, 1962, shall remain in full force and effect for an additional one-year period ending May 24, 1964, the estimated time required for completion of engineering, appraisal and acquisition of the right-of-way protected by said ordinance.

2. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31372

EXTENDING THE EFFECTIVE PERIOD OF OF ORDINANCE #29484 APPROVING THE LOCATION OF RIGHT-OF-WAY FOR INTERSTATE HIGHWAY 10 (U.S. Highway 90) ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH LOCATION; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR SPECIFIED WORK WITHIN THE BOUNDARIES OF SUCH RIGHT-OF-WAY, UNTIL MAY 24, 1964.

* * * * *

WHEREAS, an additional time is required for completion of engineering, appraisal and acquisition of the right-of-way for interstate Highway 10 (U. S. Highway 90) within the City of San Antonio City Limits; NOW, THEREFORE:

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

1. The provisions of Ordinance #29484, passed and approved May 24, 1961, and further extended by Ordinance #30,316, passed and approved May 9, 1962, shall remain in full force and effect for an additional one-year period ending May 24, 1964, the estimated time required for completion of engineering, appraisal and acquisition of the right-of-way protected by said ordinance.

2. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31373

APPROPRIATING THE SUM OF \$27,065.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT-OF-WAY FOR U. S. 90 WEST PROJECT, STORM DRAINAGE #58 PROJECT, FRESNO & OLMOS PAVING PROJECT AND LEON CREEK SEWAGE PLANT PROJECT, AUTHORIZING THE TRANSFER OF THE SUM OF \$8,425.00 FROM GENERAL FUND ACCOUNT 09-04-15 TO STREET IMPROVEMENT BONDS, 1957, #479-10; AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED TO PEDRO AND JOSEPHINE H. OR TIZ TO PARTS OF LOTS 18 AND 19, NEW CITY BLOCK 7107.

* * * * *

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

1. The sum of \$6,800.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right-of-way as follows:

a. \$1,400.00 payable to Stewart Title Company as escrow agent for George R. Wilkins and Julia M. Wilkins for title to Lot 8, Block 1, New City Block 8593, being Parcel 377-4677.

b. \$5,400.00 payable to Stewart Title Company as escrow agent for Harvy McDonald for title to 0.2927 of one acre of land, more or less, in New City Block 8084, being Parcel 408A-4708.

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

2. The sum of \$750.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13, for acquisition of right-of-way for Storm Drainage #58 Project, payable to Guaranty Abstract & Title Company as escrow agent for Tom Wiatrek, et al, for title to all of Lots 16 and 17, Block 5, New City Block 8262, being Parcels 5401 & 5402. A copy of Said Sales Agreement is filed herewith and incorporated herein by reference.

3. The sum of \$8,425.00 is hereby appropriated out of Street improvement Bonds, 1957, #479-10 for acquisition of right-of-way for Fresno & Olmos Paving Project as follows:

a. \$4,500.00 payable to Guaranty Abstract & Title Company as escrow agent for Pedro Ortiz and Josephine H. Ortiz for title to A Tract of land out of Lot 20, Block 55, N.C.B. 7107, being Parcel 5626.

b. \$770.00 payable to Guaranty Abstract & Title Company as escrow agent for J. A. Cornett and Mary K. Cornett for title to the North 7.5 feet of Lot 8, Block 59, New City Block 7193, being Parcel 5644.

c. \$770.00 payable to Guaranty Abstract & Title Company as escrow agent for Willie L. Warrington and Iva L. Warrington for title to the North 7.5 feet of Lot 1, Block 61, New city Block 7216, being Parcel 5657.

d. \$545.00 payable to Guaranty Abstract & Title Company as escrow agent for Fred G. Postell and Wando Mae Postell for title to the North 7.5 feet of Lot 3, Block 61, New City Block 7216, being Parcel 5659.

e. \$625.00 payable to Guaranty Abstract & Title Company as escrow agent for Nona Lee Heuschke Parks for title to the North 7.5 feet of Lot 4, Block 61, New City Block 7216, being Parcel 5660.

f. \$570.00 payable to Guaranty Abstract & Title Company as escrow agent for Johnnie A. Ritchie Harvey and Duffie F. Harvey for title to the North 6.5 feet of Lot 7, Block 61, New City Block 7216, being Parcel 5663.

g. \$645.00 payable to Guaranty Abstract & Title Company as escrow agent for Lorenzo Alonza and Hope Alonza for title to the South 7.5 feet of Lot 18, Block 62, New City Block 7217, being Parcel 5689.

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

4. The sum of \$11,090.00 is hereby appropriated out of Sewer Revenue Fund #204, payable to Stewart Title Company as escrow agent for W. L. Miers and Martha Miers for an easement and right-of-way for sewer pipe lines over, across, under and upon two (2) tracts of land out of the Fernando Rodriguez Survey #6, Abstract 15, Bexar County, Texas, each Tract being a 100 foot wide strip of land, being Parcels 4294 & 4297. A copy of said Easement Agreement is filed herewith and incorporated herein by reference.

5. Transfer of the sum of \$8,425.00 from General Fund Account 09-04-15 to Street Improvement Bonds, 1957, #479-10 is hereby authorized.

6. The City Manager is hereby authorized to execute a Special Warranty Deed to Pedro Ortiz and Josephine H. Ortiz to parts of lots 18 and 19, New City Block 7107, as a part of the consideration for the conveyance to the City of a tract of land out of Lot 20, Block 55, New City Block 7107.

7. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31374

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U. S. (90) WEST EXPRESSWAY PROJECT; MILITARY DRIVE SOUTH (LOOP 13), SECTION B. PROJECT; LOOP 410 PROJECT; FRESNO - OLMOS PAVING PROJECT; LEON CREEK SEWER OUTFALL LINE PROJECT; STORM DRAINAGE NO. 39 PROJECT; STORM DRAINAGE NO. 58 PROJECT; GUADALUPE STREET GRADE SEPARATION PROJECT AND AIRPORT CLEAR ZONE PROJECT.

* * * * *

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

1. The following sums are hereby appropriated from Highway 90 west Expressway, Fund

No. 479-16, Highway 90 West Expressway Project, in payment for statements attached hereto:

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio 5, Texas for the sum of \$ 3.70

for recording fee on Parcel No. 205-4505.

WILLIS A. PORTER
814 W. Hildebrand Ave.
San Antonio, Texas for the sum of \$ 80.00

for services as appraiser on Parcels 244-4544 & 245-4545.

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

for recording fee on Parcel No. 427-4727.

2. The following sum is hereby appropriated out of Street Right-of-way Purchase Bonds, Series 1957, Fund No. 479-12, Military Drive South (Loop 13), Section B, Project, in payment for statement attached hereto:

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio 5, Texas for the sum of \$116.45

for title company charges on Parcels 4278 and 4280.

3. The following sums are hereby appropriated out of Street Right-of-way Purchase Bonds, Series 1957, Fund No. 479-12, Loop 410 Project, Skyway Boulevard to Nacogdoches Road and Perrin Beitel Road to Fratt, in payment for statments attached hereto:

C. RAY DAVIS
725 W. Kings Highway
San Antonio 1, Texas for the sum of \$775.00

for services as appraiser and witness on Parcel 39-3765.

George A. FRENCH
1425 Donaldson Avenue
San Antonio, Texas for the sum of \$725.00

for checking sales data, reviewing report, conferences with Attorney, preparation and testimony on Parcel #39-3765.

R. E. (GENE) HENDRICKSON
Bexar County Court House
San Antonio, Texas for the sum of \$450.00

for per diem reporting on Parcel No. 39-3765.

LEHR BROS.
Alamo National Bank Bldg.
San Antonio 5, Texas for the sum of \$400.00

for services as appraiser, witness on Parcel No. #39-3765.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$ 54.00

for title company charges on Parcel No. 36A-4165.

4. The following sums are hereby appropriated out of Street Improvement Bonds, 1957, Fund No. 479-10, Fresno - Olmos Paving Project, in payment for statements attached hereto:

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texas for the sum of \$115.20

for title company charges on Parcel No. 5632.

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

for title company charges on Parcel No. 5634.

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texas for the sum of \$ 53.00

for title company charges on Parcel No. 5642.

GUARANTY ABSTRACT & TITLE COMPANY
SUITE 200 Milam Building
San Antonio 5, Texas forthe sum of \$ 51.30

for title company charges on Parcel No. 5643.

GUARANTY ABSTRACT & TITLE COMPANY
 Suite 200 Milam Building
 San Antonio 5, Texas for the sum of \$ 51.40
 for title company charges on Parcel No. 5648.

GUARANTY ABSTRACT & TITLE COMPANY
 Suite 200 Milam Building
 San Antonio 5, Texas for the sum of \$ 51.40
 for title company charges on Parcel No. 5649.

GUARANTY ABSTRACT & TITLE CO.
 Suite 200 Milam Building
 San Antonio 5, Texas for the sum of \$ 51.30
 for title company charges on Parcel No. 5650.

GUARANTY ABSTRACT & TITLE COMPANY
 Suite 200 Milam Building
 San Antonio 5, Texas for the sum of \$ 51.40
 for title company charges on Parcel No. 5652.

GUARANTY ABSTRACT & TITLE COMPANY
 Suite 200 Milam Building
 San Antonio, Texas for the sum of \$ 51.40
 for title company charges on Parcel No. 5655.

Guaranty Abstract & Title Company
 Suite 200 Milam Building
 San Antonio, Texas for the sum of \$ 51.95
 for title company charges on Parcels 5661 and 5662.

GUARANTY ABSTRACT & TITLE COMPANY
 Suite 200 Milam Building
 San Antonio, Texas for the sum of \$ 51.40
 for title company charges on Parcel No. 5675.

GUARANTY ABSTRACT & TITLE CO.
 Suite 200 Milam Building
 San Antonio, Texas for the sum of \$ 51.40
 for title company charges on Parcel No. 5677.

GUARANTY ABSTRACT & TITLE COMPANY
 Suite 200 Milam Building
 San Antonio, Texas for the sum of \$ 51.40
 for title company charges on Parcel No. 5682.

GUARANTY ABSTRACT & TITLE COMPANY
 Suite 200 Milam Building
 San Antonio, Texas for the sum of \$ 51.30
 for title company charges on Parcel No. 5688.

GUARANTY ABSTRACT & TITLE COMPANY
 Suite 200 Milam Building
 San Antonio, Texas for the sum of \$ 51.40
 for title company charges on Parcel No. 5692.

5. The following sums are hereby appropriated out of Sewer Revenue Fund No. 204-02, Leon Creek Sewer Outfall Line Project, in payment for statements attached hereto:

ALAMO TITLE COMPANY
 201 W. Travis St.
 San Antonio, Texas for the sum of \$ 46.55
 for title company charges on Parcel No. E-530.

ALAMO TITLE COMPANY
 201 W. Travis St.
 San Antonio, Texas for the sum of \$ 46.00
 for title company charges on Parcel No. E-544.

ALAMO TITLE COMPANY
 201 W. Travis St.
 San Antonio, Texas for the sum of \$ 46.55
 for title company charges on Parcel No. E-564.

6. The following sum is hereby appropriated out of Sewer Rental Pledged Fund No. 204, Leon Creek Sewage Plant Project, in payment for statement hereto attached:

STEWART TITLE COMPANY
 514-21 Brady Building
 San Antonio, Texas for the sum of \$ 45.85
 for title company charges on Parcel No. 4300.

7. The following sum is hereby appropriated out of Highway 90 West Expressway Bond No. 479-16, Storm Drainage No. 39 Project, in payment for statement attached hereto:

ALAMO TITLE COMPANY
201 W. Travis St.
San Antonio 5, Texas for the sum of \$ 49.50

for title company charges on Parcel No. 5503.

8. The following sum is hereby appropriated out of Storm Sewer and Drainage Bonds, Series 1957, Fund No. 479-13, Storm Drainage #58 Project, in payment for statement attached hereto:

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio 5, Texas for the sum of \$ 82.65

for title company charges on Parcels 5414, 5415 and 5416.

9. The following sum is hereby appropriated out of Guadalupe Street Grade Separation Bonds, Series 1961, Fund #479-17, Guadalupe Street Grade Separation Project, in payment for statement attached hereto:

ALAMO TITLE COMPANY
201 W. Travis St.
San Antonio 5, Texas for the sum of \$ 61.55

for title company charges On Parcels 5290 and 5291.

10. The following sums are hereby appropriated out of International Airport Construction Fund No. 803-02, Federal Airport Aid Project #9-41-080-5709, in payment for statements attached hereto:

R. E. (GENE) HENDRICKSON
Bexar County Court House
San Antonio, Texas for the sum of \$ 80.00

for per diem for reporting on Parcel No. 2546.

R. E. (GENE) HENDRICKSON
Bexar County Court House
San Antonio, Texas for the sum of \$100.00

for per diem for reporting on Parcel No. 2567.

11. PASSED AND APPROVED on this 22 day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk.

AN ORDINANCE 31374-A

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SOUTHWEST WATER ASSOCIATION, INC., OF VICTORIA COUNTY, TEXAS, AND AUTHORIZING PAYMENT OF THE SUM OF \$85,000.00 TO SOUTHWEST WATER ASSOCIATION, INC.

* * * * *

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

1. The City Manager of the City of San Antonio is hereby authorized to execute an agreement with the Southwest Water Association, Inc., of Victoria County, Texas. A copy of said agreement is attached hereto marked Exhibit "A" and expressly made a part hereof.
2. The sum of \$85,000.00 is hereby appropriated from Sewer Revenue Fund 204-02.
3. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

EXHIBIT "A"

STATE OF TEXAS X
COUNTY OF VICTORIA X

WITNESS ALL MEN BY THESE PRESENTS:

SOUTHWEST WATER ASSOCIATION, INC., a corporation, of Victoria County, Texas, duly authorized by resolution of its Board of Directors, and in consideration of the payment to it, the said corporation, of the sum of \$85,000.00 in cash to it in hand paid by the CITY OF SAN ANTONIO, a municipal corporation of Bexar County, Texas, receipt of which is hereby acknowledged, hereby releases, quitclaims and surrenders to the said city all of its right, title, and interest, if any, in and to a certain purported contract executed by and between the said city on

the one hand and G. B. Bancroft and R. F. Kelley on the other, on or about the 10th day of November, 1949, and by various intermediate assignments duly assigned to the corporation, being the same contract which is the subject matter of and an exhibit in Cause No. F-142,813, in the District Court of Bexar County, Texas, 45th Judicial District, to which reference is here made only for the purpose of more definite description, together with all right, interest and title, if any, in and to the effluent which is the subject matter thereof. Corporation represents and warrants that it is the sole owner of such contract and of any and all rights thereunder.

Further, corporation agrees and covenants, for the same consideration, to save and hold city harmless from any and all claims brought against it, said city, jointly or severally, arising under or by virtue of said contract, or growing out of same, or based thereon, at corporation's expense, and agrees to fully indemnify city in the event city should have any judgment or decree taken against it by virtue of rights or alleged rights of third persons growing out of or based upon said contract to any extent whatever.

Further, corporation hereby agrees to surrender all of its right, title and interest in and to "Permit to Appropriate Public Waters of the State of Texas" No. 1554, dated January 16, 1951, and any and all amendments thereto, including amendatory permit No. 1554-A, dated December 6, 1965, and to the cancellation of same.

Further, corporation agrees and covenants, for the same consideration, to effect such cancellation of said permits by surrendering same to the Texas Water Commission, together with a certified copy of the Judgment in said Cause No. F-142,813 and a certified copy of its corporate resolution authorizing the surrender and cancellation of same and waiving all rights thereunder and to notice and hearing upon the cancellation thereof.

EXECUTED this 18th day of June, 1963.

SOUTHWEST WATER ASSOCIATION, INC.

By: Leo J. Weldon
President

AN ORDINANCE 31360

APPROPRIATING \$215.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF GENARO C. RODRIGUEZ AND WIFE ESTHER RODRIGUEZ, OWNERS, FROST NATIONAL BANK OF SAN ANTONIO, TRUSTEE AND THE STATE OF TEXAS, INTERVENORS, BY AND THROUGH BEXAR COUNTY FOR TAXES DUE AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #1469 FOR THE PURCHASE OF 0.0842 OF AN ACRE OF LAND, MORE OR LESS, IN NEW CITY BLOCK 3694, 415 MENEFE STREET, SAN ANTONIO, BEXAR COUNTY, TEXAS.
* * * * *

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

1. The sum of \$215.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund #479-16 payable to the County Clerk of Bexar County subject to the order of Genaro C. Rodriguez and wife Esther Rodriguez, Owners, Frost National Bank of San Antonio, Trustee and the State of Texas, intervenors, by and through Bexar County for taxes due, as their interests may appear, said amount being the award of the Special Commissioners in Condemnation Cause #1469 for the Purchase of 0.0842 of an acre of land, more or less, in New City Block 3694, 415 Menefee Street, San Antonio, Bexar County, Texas

2. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31375

AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND THE HARLANDALE INDEPENDENT SCHOOL DISTRICT PROVIDING FOR THE CITY TO MAINTAIN AND OPERATE A RECREATIONAL SWIMMING PROGRAM AT THE McCOLLUM HIGH SCHOOL SWIMMING POOL FROM JUNE 1, 1963 TO AUGUST 28, 1963.

* * * * *

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

1. The City Manager is authorized to execute an agreement between the City and the Harlandale Independent School District providing for the City to maintain and operate a recreational program at a swimming pool owned by the Harlandale Independent School District which swimming pool is located on the campus of the McCollum High School in the City of San Antonio, from June 1, 1963 to August 28, 1963 both inclusive, under the terms and conditions specified in said agreement.

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

3. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENT S:

THIS CONTRACT made and entered into this the 22nd day of May, A.D., 1963, by and between HARLANDALE INDEPENDENT SCHOOL DISTRICT, acting herein by and through ED L. WEST, its Business Manager, who has been heretofore authorized by a Resolution of the Board of Trustees of HARLANDALE INDEPENDENT SCHOOL DISTRICT, hereinafter called DISTRICT, and the CITY OF SAN ANTONIO, acting herein by and through its City Manager who has heretofore been authorized by an Ordinance duly passed and enacted by the City Council of the CITY OF SAN ANTONIO, hereinafter called CITY;

W I T N E S S E T H :

THAT, WHEREAS, the HARLANDALE INDEPENDENT SCHOOL DISTRICT is the owner of a swimming pool located on the campus of the McCollum High School on Hutchins Street, in the City of San Antonio, Texas, and is conducting an instructional swimming program at said pool each morning, Monday through Saturday of each week, in connection with its physical education program; and

WHEREAS, it is the desire of the CITY OF SAN ANTONIO to use said swimming pool, restroom facilities and automobile parking area, for a recreational swimming program for patrons of the CITY in the Harlandale area during the afternoon and evening, seven days each week, independently from the swimming program of the DISTRICT.

NOW, THEREFORE, FOR AND IN CONSIDERATION for the use of said swimming pool, restroom facilities and automobile parking area, from June 1, 1963 to August 28, 1963, the CITY agrees to maintain and operate a recreation swimming program at the above pool from 1:00 o'clock P. M. until 9:00 o'clock P. M., each day during the term of this agreement for the patrons of the CITY, and to employ a suitable person who is to be recommended and approved by the DISTRICT as cashier of said pool, City Reserves the right to reject a person if not qualified, and said person shall be on duty at said pool from 1:00 o'clock, P. M., until 9:00 o'clock, P. M., each day during the term of this agreement, and shall receive a salary not in excess of \$210.00 each month, or portion thereof.

The CITY further agrees that it will employ two (2) qualified life-guards to properly supervise the recreational swimming program conducted by it, whose salaries shall be \$1.25 per hour each.

The City further agrees to obtain public liability insurance from some good and reputable insurance company in the sum of \$20,000.00 for injury to one person, and the sum of \$40,000.00 for injury to more than one person, and said liability insurance policy shall be issued in the name of the CITY and the DISTRICT jointly.

The DISTRICT shall maintain one soft drink dispensing machine on said premises; however said soft drinks shall not be sold in glass bottles, but shall be sold and dispensed in paper cups.

The CITY SHALL MAKE A CHARGE of the sum of Thirty Cents (30¢) for each person of the age of twelve (12) years or over, and the sum of Fifteen Cents (15¢) for each person under the age of twelve (12) years, admitted to said pool for swimming purposes.

The CITY agrees to keep an accurate set of books and accounts on all revenue collected by it from the admission fees, and out of the gross receipts received from said source, the CITY Will pay the premium on the liability insurance policy, salaries of the liability insurance policy, salaries of the the personnel above mentioned, social security coverage, and cash register rental. An accounting of the proceeds shall be made at the end of the contract period, and the balance of said proceeds, if any, shall be delivered over to the District on or about September 10, 1963.

The DISTRICT, at its own expense, agrees to keep and maintain said swimming pool in a good state of repair and condition while same is being used by the CI TY.

WITNESS OUT HANDS this the 29th day of May, A. D., 1963.

HARLANDALE INDEPENDENT SCHOOL DISTRICT

BY: /s/ ED L. WEST, Business Manager

CITY OF SAN ANTONIO

BY: /s/ JACK SHELLEY, City Manager

AN ORDINANCE 31376

AUTHORIZING THREE ADDITIONAL EMPLOYEE POSITIONS IN THE PARKS AND RECREATION DEPARTMENT DIVISION, SWIMMING POOLS #11-02-02, TO HELP OPERATE THE SWIMMING POOL OWNED BY THE HARLANDALE INDEPENDENT SCHOOL DISTRICT LOCATED AT MCCOLLUM HIGH SCHOOL, BEING OPENED TO THE PUBLIC ON OR ABOUT JUNE 1, 1963, NO ADDITIONAL FUNDS BEING REQUIRED.

* * * * *

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

1. The following additional employee positions are hereby authorized for the Parks and Recreation Department, Recreation Division, Swimming Pools #11-04-02:

<u>Class Number</u>	<u>Class Title</u>	<u>Amount</u>	<u>Range</u>
432	Lifeguards	2	\$ 1.25 Per hour
433	Seasonal Cashier	1	5 (\$190-250)

2. PASSED AND APPROVED this 22nd day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

A RESOLUTION

WHEREAS, Thomas B. Portwood, Superintendent of Schools for the San Antonio Independent School District, first joined the district in 1929, in the capacity of Senior Principal at Main Avenue School, and

WHEREAS, in 1930, because of his outstanding ability as an educator, Mr. Portwood was appointed Assistant Superintendent of Schools and served in that capacity until December 11, 1946, when he was chosen Superintendent of Schools, and

WHEREAS, Mr. Portwood has made known his intention to retire on July 15, 1963, after thirty-four years of faithful service to the school district and the community; NOW, THEREFORE:

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

1. This City Council, on behalf of the Citizens of San Antonio, commends and congratulates Mr. Thomas B. Portwood for his loyal and outstanding service to the citizens of San Antonio, and extends to him its utmost gratitude and appreciation for a job well done.

2. Be it further resolved that a copy of this resolution be spread in full in the minutes of this meeting and a copy suitably engrossed be presented to Mr. Portwood.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31377

AUTHORIZING TRANSFER OF TWELVE (12) TAXICAB PERMITS FROM TIP TOP TAXICAB COMPANY, INC., TO RED BALL TAXICAB COMPANY, INC.

* * * * *

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

1. Tip Top Taxicab Company, Inc., through its President, Robert W. Miller, is hereby authorized to transfer twelve (12) taxicab permits to the Red Ball Taxicab Company, Inc.

2. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31378

AUTHORIZING EXECUTION OF A QUITCLAIM OF A CERTAIN TRACT OF CITY WATER BOARD PROPERTY TO CALLAGHAN ROAD DEVELOPMENT CO., TRANSFERRING THE USE OF CERTAIN SURPLUS TRACTS OF CITY WATER BOARD PROPERTY, AND DESIGNATING THE TRACT BETWEEN ROSABELL DRIVE AND NORTHWEST 34th STREET

* * * * *

WHEREAS, the Water Works Board of Trustees of the City of San Antonio has declared certain tracts of land to be surplus to its needs; and,

WHEREAS, it is deemed advisable to determine disposition or future uses for same; and,

WHEREAS, the tract out of Lot 29, Block 1, NCB 8635, is and has been used as a continuation of Rivas Street without being so dedicated or named; NOW, THEREFORE:

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

1. The tract known as Station No. 17 is hereby transferred to City of San Antonio, without departmental designation, until a specific use (orUses) or disposition has been determined. Such tract consists of all of Lots 18 and 19, Block 4, and all of Lots 1 and 2, Block 5, in NCB 8989, except the portions deeded to Bexar county by deed recorded in Vol. 1413, Page 328, Bexar County Deed Records, and except the northwest triangular part of Lot 1, Block 5, NCB 8989, East of southwest 39th and north of U. S. Highway 90 which is expressly retained by City Water Board for its use and benefit.

2. The Acme Road tract is hereby transferred to the City of San Antonio to be used for park purposes, except for the portions required for street and storm drainage improvements. Such tract consists of Lots 1, 2, 3 and 4, Block 1, NCB 8988, according to plat recorded at Vol. 2335, Page 596, of the Bexar County Deed and Plat Records, except the South 120 feet of said Lots 3 and 4.

3. The north 50 feet of the south 71.5 feet of Lot 29, Block 1, NCB 8635, is hereby transferred to the City of San Antonio for street right-of-way purposes and is hereby designated as Rivas Street (between Rosabell Drive and N. W. 34th Street).

4. The City Manager is authorized to execute a quitclaim to Callaghan Road Development Co. of a tract of land on Babcock Road near Beverly Mae Drive, containing 9.519 acres more or less. A copy of said instrument is attached hereto and incorporated herein.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

QUITCLAIM DEED

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a Texas municipal corporation acting by and through David A. Harner, Assistant City Manager, of the County of Bexar, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, to it in hand paid by Callaghan Road Development Co., hereinafter called "Grantee", of the County of Bexar, State of Texas, have BARGAINED, SOLD, QUITCLAIMED AND RELEASED, And by these presents do BARGAIN, SELL, QUITCLAIM and RELEASE, unto the said Grantee, Callaghan Road Development Co., all of grantor's right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

A tract out of NCB 13008, City of San Antonio, County of Bexar, Texas, more particularly described as follows:

BEGINNING at a point south 8° 22' 12" west a distance of 29.67 ft. from the southeast corner of E. Beverly Mae Drive, and Babcock Rd.

THENCE south 49° 03' east a distance of 175.71 ft.

THENCE south 83° 13' 43" west a distance of 66.53 ft.

THENCE along an arc of a curve to the left having a radius of 438.07 ft., a distance of 213.10 ft.

THENCE south 55° 13' 43" west a distance of 126.45 ft. to a point in the Southeast right of way line of a 16 ft. alley.

THENCE north 40° 58' 53" east a distance of 357.58 ft. along the southeast right of way line of a 16 ft. alley to the point of beginning, containing 9,519 acres, more or less.

together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto the said Grantee, Callaghan Road Development Co., its successors and assigns forever.

WITNESS by hand this 29th day of May, 1963.

CITY OF SAN ANTONIO

BY: David A. Harner
Assistant City Manager

ATTEST: J. H. Inselmann
City Clerk

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appear David A. Harner, Assistant City Manager of the City of San Antonio, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of the City of San Antonio and in the capacity therein stated.

WITNESS BY HAND AND SEAL OF OFFICE this 29th day of May, A. D., 1963.

NOTARY PUBLIC IN AND FOR BEXAR COUNTY, TEXAS

AN ORDINANCE 31379

APPROPRIATING THE SUM OF \$4,786.60 OUT OF NORTH EXPRESSWAY BONDS, FUND NO. 479-19, PAYABLE TO BEXAR COUNTY FOR PARCELS 1A, 1C AND 2A PURCHASED BY BEXAR COUNTY FOR THE CITY OF SAN ANTONIO, AS AUTHORIZED BY ORDINANCE NO. 31072 ON JANUARY 30, 1963.

* * * * *

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

1. The sum of \$4,786.60 is hereby appropriated from north Expressway bonds, Fund No. 479-19, payable to Bexar County for Parcels 1A, 1C and 2A, purchased by Bexar County for the City of San Antonio, pursuant to the contract authorized by Ordinance No. 31072 on January 30, 1963.
2. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31380

MAKING AND MANIFESTING AN AGREEMENT TO EXTEND FOR A PERIOD OF TEN (10) YEARS, BEGINNING MAY 18, 1963 THE GRANT TO MISSOURI PACIFIC RAILROAD COMPANY, SUCCESSOR TO INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY, THE RIGHT, PRIVILEGE AND FRANCHISE OF CONSTRUCTING, MAINTAINING AND OPERATING A CERTAIN RAILROAD SPUR TRACT AND NECESSARY APPURTENANCES ACROSS SAN MARCOS STREET AND IN AND ALONG ELLERMANN STREET IN THE CITY OF SAN ANTONIO.

* * * * *

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

1. This ordinance makes and manifest the extension for a period of ten (10) years, beginning May 18, 1963, the agreement entered into on May 18, 1953 between the City of San Antonio and Guy A. Thompson, Trustee, International-Great Northern Railroad Company, Debtor, for the right, privilege and franchise of constructing, maintaining and operating a certain railroad spur track and necessary appurtenances across San Marcos Street and in and along Ellerman Street in the City of San Antonio under the following terms and conditions:

Section 1. That the right, privilege and franchise be, and the same is hereby granted to MISSOURI PACIFIC RAILROAD COMPANY, successor to INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY, its successors, assigns, Lessees, licensees and invitees, to construct and thereafter maintain, repair, operate and use a certain railway spur tract and necessary appurtenances across San Marcos Street and in and along Ellerman Street, the centerline of that portion of said track to be located in said streets being more particularly described as follows:

BEGINNING at a point in the common boundary line between the property of said Railroad and San Marcos Street, said point being approximately 15 feet northeasterly from the point of intersection of said Railroad's North westerly property line and the Northerly line of Ellerman Street produced Easterly across San Marcos Street;

THENCE, Southwesterly, along a curve to the right having a radius of 240.49 feet, crossing San Marcos Street and entering Ellerman Street, a distance of approximately 246 feet to the point of tangent of said curve, said point being 10 feet Northerly from the Southerly line of Ellerman Street as measured at right angles thereto;

THENCE, Westerly along Ellerman Street, parallel with said Southerly line of Ellerman Street and 10 feet northerly therefrom as measured at right angles thereto, at approximately 595 feet passing the center of proposed 100-foot opendeck pipe trestle across Apache Creek, continuing a distance of 646 feet in all to the point of curve of a curve to the right;

THENCE, continuing Westerly along Ellerman Street and along said curve to the right having a radius of 287.94 feet, a distance of 60 feet to the Westerly end of Ellerman Street.

Section 2. This ordinance is granted for the purpose of reaching and affording railway facilities, connections and loading and switching privileges to owners or users of industrial plants or business enterprises situated near on in the vicinity of said track to be located, in part, upon the locations mentioned in Section 1 hereof.

Section 3. That said railway track, above mentioned, may be used by the trains, engines and cars owned and/or operated by said Missouri Pacific Railroad Company, successor to International-Great Northern Railroad Company, its successors, assigns, licensees and invitees, and such trains, engines and cars shall be so operated thereover as not to interfere, unreasonably, with public travel upon, along, or across the streets occupied thereby, or any portion thereof; and, except so far as may be reasonably necessary in the switching, movement, storage and handling of cars, the said street shall be kept clear, and no cars shall be permitted to remain standing on such streets except as aforesaid.

Section 4. That said Railroad Company shall, at its own expense, install, maintain, and keep in repair all ditches, drains and culverts made necessary for the proper drainage of said streets by the construction of said track; and will, at its own expense, repair and place in its condition, as immediately before the installation of said track, that part of the said street over, across, and upon which said track may be installed.

Section 5. Should said streets be paved or otherwise improve, said Railroad Company, by the acceptance hereof, agrees to pay the cost of paving or improving the portion of said street lying between the rails of said track and two (2) feet on each side thereof, for all excavation and foundation made necessary by reason of the existence of the track thereon. The Railroad Company shall at all times, so maintain said track, together with paving or other surfacing of the street within the rails thereof and for a space of two (2) feet outside of each rail thereof, so that the crossing will be smooth and will constitute no danger, hazard or obstruction to persons using or vehicles passing along said street. Nothing herein contained, however, shall limit any right or power of the City to require payment for paving or improving in addition to the amount herein expressly agreed to.

Section 6. The Franchise hereby granted becomes effective as of May 18, 1963, and shall continue for a term of ten (10) years thereafter. Failure of the Railroad Company to exercise the rights herein granted within a reasonable time, or subsequent abandonment or discontinuance of the use of said track, or failure to comply with any of the material terms, obligations provisions or requirements of this ordinance shall annul the same and work as a forfeiture of all rights and privileged herein granted.

Section 7. Upon the expiration of said term, the City of San Antonio may, at its option, require the Railroad Company to remove said track and to replace the street in such condition and repair as existed at the time of said installation or at the time of said removal, all of which is to be done at the expense of said Railroad Company.

2. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

WHEREAS, the City Council of the City of San Antonio passed and approved 31380, and ordinance bearing the following caption:

MAKING AND MANIFESTING AN AGREEMENT TO EXTEND FOR A PERIOD OF TEN (10) YEARS, BEGINNING MAY 18, 1963 THE GRANT TO MISSOURI PACIFIC RAILROAD COMPANY, SUCCESSOR TO INTERNATIONAL- GREAT NORTHERN RAILROAD COMPANY, THE RIGHT, PRIVILEGE AND FRANCHISE OF CONSTRUCTING, MAINTAINING AND OPERATING A CERTAIN RAILROAD SPUR TRACK AND NECESSARY APPURTENANCES ACROSS SAN MARCOS STREET AND IN AND ALONG ELLERMAN STREET IN THE CITY OF SAN ANTONIO.

WHEREAS, Section 6 of said ordinance reads in part as follows:

"The franchise hereby granted becomes effective as of May 18, 1963, and shall continue for a term of ten (10) years thereafter."

NOW, THEREFORE, this acceptance W I T N E S S E T H:

That Missouri Pacific Railroad Company, successor to International-Great Northern Railroad Company, on this 29th day of May, 1963, files with the City Clerk of the City of San Antonio, Texas, this written instrument, which is an acceptance, in writing, of all of the terms and provisions of said ordinance.

MISSOURI PACIFIC RAILROAD COMPANY,
successor to
INTERNATIONAL-GREAT NORTHERN RAILROAD
COMPANY.

AN ORDINANCE 31381

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

* * * * *

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

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

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

OWNER - The Estate of Lottie O'Brien, 1953 through 1960 inclusive, lots 42, 43, 44, 45 and 46, Block 32, New City Block 1821, Account Number 30-292.

As a result of an inspection of this property (903 W. Magnolia) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$127,200.00 to \$104,950.00 because of extensive deterioration of the improvements. Taxes, penalty, and interest in the amount of \$4,680.80 are to be collected.

OWNER - The Estate of Lottie O'Brien, 1956 through 1960, inclusive, lots 37 and 38, Block 32, New City Block 1821, Account Number 30-290.

As a result of an inspection of this property (903 W. Magnolia) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$17,550.00 to \$16,120.00 because of deterioration of the improvements. Taxes, penalty, and interest in the amount of \$678.75 are to be collected.

OWNER - Irene D. Byrd, 1962 only, East 50 feet of the West 100 feet of Lots 7 and 8 (Arb. a-17), Block 19, New City Block 666, Account Number 12-1492.

As a result of an inspection of this property (911 Florida Street) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$3,900.00 to \$2,440.00 because of the settling of the foundation and dilapidated condition of the improvements. Taxes in the amount of \$74.42 are to be collected.

PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31382

APPROPRIATING THE SUM OF \$15,570.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT-OF-WAY FOR U. S. 90 WEST EXPRESSWAY PROJECT, STORM DRAINAGE #58 PROJECT, FRESNO & OLMOS PAVING PROJECT AND LEON CREEK SEWER OUTFALL PROJECT: AUTHORIZING THE TRANSFER OF THE SUM OF \$170.00 FROM GENERAL FUND ACCOUNT 09-04-15 TO STREET IMPROVEMENT BONDS, 1957, #479-10.

* * * * *

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

1. The sum of \$11,700.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 For acquisition of right-of-way-for U. S. 90 West Expressway payable to Stewart Title Company as escrow agent for Miguel T. Contreras and Elisa Contreras for title to Lots 6, 7, 8 and 9, Block 32, NCB 8070. (Parcel 584-4484) Warranty Deed on this parcel is filed herewith and incorporated herein by reference for all purposes. Deed will be in the name of the State of Texas pursuant to the Participation Agreement on this project between the City and the Texas Highway Department.

2. The sum of \$1,500.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for acquisition of right-of-way for storm Drainage # 58 Project payable to Stewart Title company as escrow agent for Aztec Building Corporation, for title to Lots 36, 37, 38 and 39, Block 1, NCB 8264. (Parcels 5372 thru 5375.) A copy of the Sales Agreements on the aforementioned parcels is filed herewith and incorporated herein by reference.

3. The sum of \$170.00 is hereby appropriated out of Street Improvement Bonds, 1957, #479-10 for acquisition of right-of-way for Fresno and Olmos Paving Project payable to Guaranty Abstract and Title Company as escrow agent for Jack Allison, et al, for Title to the South 7.5 feet of Lot 14, Block 63, NCB 7209 (Parcel 5683). A copy of the Sales Agreement on the aforementioned parcel is filed herewith and incorporated herein by reference.

4. The sum of \$2,200.00 is hereby appropriated out of Sewer Revenue Fund #204-02 for acquisition of right-of-way for Leon Creek Sewer Outfall Project payable to Alamo Title Company as escrow agent for Willimm H. Russell, Jr., et al, for a permanent and temporary easement over, across, under and upon approximately 1.93 acres (Parcel E-566) and approximately 2.50 acres (Parcel E-567) both tracts out of the William H. Russell 250 Acre tract out of the Fernando Rodrigues Survey No. 6, Abstract 15. Copy of the easement agreement is filed herewith and incorporated herein by reference.

5. Transfer of the sum of \$170.00 from General Fund Account 09-04-15 to Street Improvement Bonds, 1957, #479-10 is hereby authorized.

6. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31383

APPROPRIATING THE SUM OF \$1,641.35 FROM INTERNATIONAL AIRPORT CONSTRUCTION BOND FUND AND AUTHORIZING PAYMENT TO THE CITY PUBLIC SERVICE BOARD FOR CERTAIN CONSTRUCTION WORK AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

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

1. The sum of \$1,641.35 is hereby appropriated out of International Airport Construction Bond Fund as follows: \$241.75 out of Fund 803-04 and \$1,399.60 out of Fund 803-06 for payment to the City Public Service Board for certain construction work.

2. Payment is hereby authorized to be made from International Airport Construction Bond fund to the City Public Service Board as follows:

A. Re-routing electric wiring in new vault	-	\$ 241.75
B. Gas line to lease areas #333 and #334	-	1,399.60
		<u>\$1,641.35</u>

3. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31384

AMENDING SECTION 4C, ORDINANCE NO. 29693, REGULATING ISSUANCE OF PERMITS TO AUTO RENTAL COMPANIES OPERATING AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, the three current rent-a-car lessees have requested additional reserved parking space near the Terminal Building, and in return have agreed to a raise in the minimum fee from \$500.00 to \$800.00 per month; NOW, THEREFORE:

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

1. Section 4C of Ordinance No. 29693 is hereby amended to read:

"Monthly Minimum: Permittee shall pay a minimum fee of \$800.00 each month plus the established rental for the Terminal Building space."

2. The above amendment to go into effect as of June 1, 1963.

3. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31385

AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE STATE OF TEXAS IN CONNECTION WITH THE MUNICIPAL MAINTENANCE PROJECT AUTHORIZED BY ORDINANCE NO. 18797, FEBRUARY 12, 1953, AS AMENDED BY ORDINANCE NO. 18914, MARCH 26, 1953.

* * * * *

WHEREAS, the City of San Antonio has requested the State to contribute financial aid in the improvement and maintenance of Southwest Military Drive from Loop 353 (Nogalitos Street) to State Highway 346 (Somerset Road), the route of Highway Loop 13; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute a Municipal Construction and Maintenance Agreement between the City of San Antonio and the State of Texas in amplification of the City-State agreements of March 23, 1953, and April 14, 1953 made pursuant to Ordinance

No. 18797, February 12, 1953, as amended by Ordinance no. 18914, March 26, 1953, which authorized the Municipal Maintenance Project.

2. The Municipal Construction and Maintenance Agreement is attached hereto and made a part hereof.

3. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

MUNICIPAL CONSTRUCTION AND MAINTENANCE AGREEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This agreement made this 29th day of May, 1963 by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of San Antonio Bexar County, Texas, acting by and through its duly authorized officers under an ordinance passed the day of , 19 , hereinafter called the "City", party of the second part.

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 Loop 353 (Nogalitos Street) to State Highway 346 (Somerset Road), the route of Highway No. Loop 13 and hereinafter called the "Project", and has by proper ordinance authorized the State to enter upon and improve and maintain or assist the City in the improvement and maintenance of said project; and

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

A G R E E M E N T

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

Project Authorization

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

RIGHT OF WAY AND EXISTING UTILITIES

The City Will provide without cost to the State a right of way for the project free of all obstructions and encroachments, and of a width sufficient to provide properly for the improvements shown on the plans. The City will provide without cost to the State for the installation, removal or other necessary adjustment of any and all utilities and services, whether publicly or privately owned, as may be necessary to permit the proper improvement, maintenance and use of said project. Existing utilities shall be adjusted in respect to location and type of installation in accordance with requirements of the State. If, upon receipt of written request by the State, the City does not promptly carry out any provisions 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 to 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 of 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 location, 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 or permit a third party to cut the pavement for the placement of any pipe or conduit for any utility 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 crossings shall conform to the highest grade as defined by the latest published edition of the National Electrical Safety code published by the National Bureau of Standards.

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

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

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

Indemnification

The City agrees to indemnify the State against any and all damages and claims for damages to adjoining, abutting or other property for which the State is or may be liable arising out of, incident to or in any way connected with the installation, the construction, the existence, the use and/or maintenance of such project and does hereby agree to indemnify the State against any and all court cost, 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 or 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 State harmless from any damages arising from said maintenance and/or of said project.

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

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

ATTEST: _____

CITY OF _____

BY: _____

(Title of Signing Official)

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

BY: _____

APPROVAL RECOMMEND:

District Engineer

Chief Engineer of Highway Design

Engineer, Secondary Roads

AN ORDINANCE 31386

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 54 VEHICLES, IN THE POSSESSION OF THE POLICE DEPARTMENT NOT OWNED OR CLAIMED BY THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, under the provisions of Section 2-12, San Antonio City Code, the Police Department has reported that there is in their possession certain personal property, consisting of 54 vehicles, not owned or claimed by the City; and,

WHEREAS, a schedule of such property has hereto fore 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 possession of the Police Department in excess of ninety (90) days and is unclaimed; NOW, THEREFORE,

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

1. Said property consisting of 54 vehicles 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" with the day, hour and place of sale shall be given.
2. Said notice shall be given by publication of this ordinance at least two times within said ten (10) day period.
3. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of police or His representative are in the best interest of the City; said sale of these items is to be held at the Police Vehicle Storage lot at Stinson Field, beginning June 26, 1963, from 10:00 A. M. to 12:00 Noon, and continuing 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 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 of 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 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31387

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 98 BICYCLES, 24 FRAMES, AND ASSORTED 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 98 bicycles, 24 frames, and assorted parts not owned or claimed by the City of San Antonio; and,

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

WHEREAS, Said property on which there are charges unpaid and due the City has been in the possession of the Police Department in excess of sixty (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 98 bicycles, 24 frames and assorted parts described in the aforesaid schedule is hereby ordered to be sold at public auction, the day, hour and place of which is hereinafter specified, and provided that this ordinance shall be published twice within a ten-day period in the "Commercial Recorder" giving notice of the time, terms and conditions of such sale.

2. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interest of the City; said sale of these items is to be held at the Police Storage lot at 406 S. Laredo beginning June 15, 1963, between the hour of 9:00 A.M. and 12:00 Noon, and during the same hours on each succeeding business day thereafter until all said property has been disposed.

3. 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.

4. 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.

5. 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.

6. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31388

AUTHORIZING PAYMENT TO BENJAMIN W. WYATT OF THE SUM OF \$1,686.18 OUT OF ACCOUNT 11-06-01 FOR ARCHITECTURAL SERVICES.

* * * * *

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

1. Authorizing the transfer of the sum of \$1,686.18 from Account 30-01-01, Public Improvements, to Account 11-06-01, Main Plaza Park Improvement, and authorizing payment out of Account 11-06-01 to Benjamin W. Wyatt for architectural services performed in designing the reconstruction of Main Plaza.

2. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31389

AUTHORIZING THE TRANSFER OF THE SUM OF \$2,950.00 FROM CONTINGENCY APPROPRIATION ACCOUNT 70-01-01 TO MAYOR AND COUNCIL BUDGET ACCOUNT 01-01-01, SAID SUM BEING REQUIRED TO COVER INCREASED COST OF MEMBERSHIP IN THE TEXAS MUNICIPAL LEAGUE FOR CURRENT YEAR.

* * * * *

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

1. The transfer of the sum of \$2,950.00 from Contingency Appropriation Account 70-01-01 to Mayor and Council Budget Account 01-01-01 is hereby authorized to cover the increased cost of membership in the Texas Municipal League for the current year.

2. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31390

RE-APPOINTING MEMBERS OF THE MUNICIPAL CIVIL SERVICE COMMISSION.

* * * * *

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

1. M. J. Gonzales, David Jones and M. J. Chagnard are hereby re-appointed members of the Municipal Civil Service Commission for terms ending April 30, 1965.
2. M. J. Chagnard is hereby designated to serve as chairman of said commission.
3. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31391

EXTENDING THE INJURY LEAVE OF DETECTIVE-INVESTIGATOR JACK FLESHER FOR SIXTY (60) DAYS, EFFECTIVE MAY 25, 1963.

* * * * *

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

1. The injury leave of Detective-Investigator Jack Flesher is hereby extended for sixty (60) days, effective May 25, 1963.
2. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
CITY CLERK

AN ORDINANCE 31392

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF LES FERGUSON COMPANY, INC. TO FURNISH THE CITY OF SAN ANTONIO, CORPORATION COURT WITH CERTAIN PARKING TICKETS FOR A NET TOTAL OF \$2,747.00.

* * * * *

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

1. The attached low qualified bid of Les Ferguson Company, Inc., dated May 23, 1963 to furnish the City of San Antonio Department of Finance, Corporation Court with certain parking tickets for a net total of \$2,747.00 is hereby accepted.
2. PAYMENT TO BE MADE FROM General Fund 1-01, Department of Finance, Account No. 06-05-01.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31393

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH PAUL CARROLL OXYGEN COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF LIQUID CHLORINE FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Paul Carroll Oxygen Company to furnish the requirements of liquid chlorine for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.
2. This ordinance makes and manifests a contract with Paul Carroll Oxygen Company to furnish the requirements of liquid chlorine for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of liquid chlorine from Paul Carroll Oxygen Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31394

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH SOUTHERN TYPEWRITER COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF MANUAL TYPEWRITER REPAIRS FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 NAD TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Southern Typewriter Company to furnish the requirements of manual typewriter repairs for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with Southern typewriter Company to furnish the requirements of manual typewriter repairs for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of manual typewriter repairs from Southern Typewriter Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31395

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH SHEPHERD LAUNDRIES TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF LINEN SERVICE FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Shepherd Laundries to furnish the requirements of linen service for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with Shepherd Laundries to furnish the requirements of linen service for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of linen service from Shepherd Laundries during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31396

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH CAPITOL BEARING SERVICE, INC. TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF AUTOMOTIVE BEARING SERVICE & SUPPLIES FOR A ONE YEAR PERIOD COMMENDING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Capitol Bearing Service, Inc. to furnish the requirements of automotive bearing service and supplies for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with Capitol Bearing Service, Inc. to furnish the requirements of automotive bearing service and supplies for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of automotive bearing service and supplies from Capitol Bearing Service, Inc. during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31397

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH BEAR WHEEL ALIGHNING COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF WHEEL ALIGNMENT SERVICE AND BALANCING FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Bear Wheel Aligning Company to furnish the requirements of wheel alignment service and balancing for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with Bear Wheel Aligning Company to furnish the requirements of wheel alignment service and balancing for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of wheel alignment service and balancing from Bear Wheel Aligning Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31398

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH ALAMO AUTO ELECTRIC AND BRAKE COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF LEECE-NEVILLE ELECTRIC SERVICE AND SUPPLIES FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Alamo Auto Electric and Brake Company to furnish the requirements of Leece-Neville Electric Service and Supplies for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964, is hereby accepted.

2. This ordinance makes and manifests a contract with Alamo Auto Electric and Brake Company to furnish the requirements of Leece-Neville Electric Service and supplies for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of Leece-Neville Electric Service & Supplies from Alamo Auto Electric and Brake Company during stated contract period and according to the terms of the Bidders Proposal Attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31399

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH SOUTHWEST WHEEL AND MANUFACTURING COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF AUTOMOTIVE WHEEL PARTS & SERVICE FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Southwest Wheel and Manufacturing Company to furnish the requirements of automotive wheel parts and service for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.
2. This ordinance makes and manifests a contract with Southwest Wheel and Manufacturing Company to furnish the requirements of automotive wheel parts and service for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of automotive wheel parts and service from Southwest Wheel and Manufacturing Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.
3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by Ordinance.
4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31400

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH HUSTON'S MACHINE SHOP TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF ENGINE REBUILDING - MACHINE SHOP SERVICE FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Huston's Machine Shop to furnish the requirements of engine rebuilding - machine shop service for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.
2. This ordinance makes and manifests a contract with Huston's Machine Shop to furnish the requirements of engine rebuilding - machine shop service for the City of San Antonio for a one year period, commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of engine rebuilding - machine shop service from Huston's Machine Shop during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.
3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
4. PASSED AND APPROVED this day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31401

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH ST. LOUIS SPRING SUSPENSION SERVICE COMPANY OF TEXAS TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF AUTOMOTIVE SPRING PARTS & SUPPLIES FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of St. Louis Spring Suspension Service Company of Texas to furnish the requirements of automotive spring parts & supplies for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with St. Louis Spring Suspension Service Company of Texas to furnish the City of San Antonio with the requirements of automotive spring parts and supplies for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of automotive spring parts & supplies from St. Louis Spring Suspension Service Company of Texas during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31402

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH FRED LUDERUS TIRE SERVICE, INC. TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF TIRES (PASSENGER) FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Fred Luderus Tire Service, Inc. to furnish the requirements of tires (passenger) for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with Fred Luderus Tire Service Inc. to furnish the requirements of tires (passenger) for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of tires (passenger) from Fred Luderus Tire Service, Inc. during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written not parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.

4. PASSED AND APPROVED This 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31403

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH HAWKINSON TIRE MILEAGE, INC. TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF TUBES (PASSENGER) FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Hawkinson Tire Mileage, Inc. to furnish the requirements of tubes (passenger) for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with Hawkinson Tire Mileage, Inc. to furnish the requirements of tubes (passenger) for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of tubes (Passenger) from Hawkinson Tire Mileage, Inc. during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31404

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH FRED LUDERUS TIRE SERVICE TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF TIRES & TUBES - TRUCK & HEAVY EQUIPMENT FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

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

1. The attached Bidders Proposal of Fred Luderus Tire Service to furnish the requirements of tires and tubes - Truck & heavy equipment for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with Fred Luderus Tire Service to furnish the requirements of tires and tubes - truck and heavy equipment for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of tires and tubes - truck and heavy equipment from Fred Luderus Tire Service during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31405

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH HAWKINSON TIRE MILEAGE, INC., TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF TIRE RECAPPING, RETREADING AND REPAIR SERVICE FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Hawkinson Tire Mileage, Inc., to furnish the requirements of tire recapping, retreading and repair service for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with Hawkinson Tire Mileage, Inc. to furnish the requirements of tire recapping, retreading and repair service for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of tire recapping, requirements of tire recapping, retreading and repair service from Hawkinson Tire Mileage, Inc. during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31406

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH SAN ANTONIO BRAKE SERVICE TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF BRAKE RELINING (PARTS AND SERVICE) HEAVY EQUIPMENT FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of San Antonio Brake Service to furnish the requirements of brake service (relining) (Parts and service) heavy equipment for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with San Antonio Brake Service to furnish the requirements of brake relining (parts & service) heavy equipment for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964.

The City of San Antonio hereby agrees to purchase all its requirements of brake relining (parts and Service) heavy equipment from San Antonio Brake Service during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31407

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH STRAUS FRANK COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF AUTOMOTIVE CLUTCH PARTS & SUPPLIES FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Straus Frank Company to furnish the requirements of automotive clutch parts and supplies for the City of San Antonio for a one year period August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with Straus Frank Company to furnish the requirements of automotive clutch parts and supplies for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of automotive clutch parts and supplies from Straus Frank Company during stated contract period and according to the terms of the Bidders proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31408

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH GILCREASE-FEIL DIESEL SERVICE TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF DIESEL INJECTION PUMPS AND ENGINE PARTS & SERVICE FOR A ONE YEAR PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964

* * * * *

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

1. The attached Bidders Proposal of Gilcrease-Feil Diesel Service to furnish the requirements of Diesel Injection Pumps and Engine Parts & Service for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with Gilcrease-Feil Diesel Service to furnish the requirements of diesel injection pumps and engine parts and service for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of diesel injection pumps and engine parts and service from Gilcrease-Feil Diesel Service during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31409

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH
LESLIE NEAL & SONS, INC. TO FURNISH THE CITY OF SAN ANTONIO
WITH ALL REQUIREMENTS OF NAPHTHA FOR A ONE YEAR PERIOD COM-
MENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached bidders Proposal of Leslie Neal & Sons, Inc. to furnish the requirements of naphtha for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with Leslie Neal & Sons, Inc. to furnish the requirements of naphtha for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of naphtha from Leslie Neal & Sons, Inc. during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31410

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH
GOLDEN WEST OIL COMPANY TO FURNISH THE CITY OF SAN ANTONIO
WITH ALL REQUIREMENTS OF KEROSENE FOR A ONE YEAR PERIOD
COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached bidders Proposal of Golden West Oil Company to furnish the requirements of kerosene for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964 is hereby accepted.

2. This ordinance makes and manifesta a contract with Golden West Oil Company to furnish the requirements of kerosene for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to pruchase all its requirements of kerosene from Golden West Oil Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31411

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH
SANITEX WIPING CLOTH CO. TO FURNISH THE CITY OF SAN ANTONIO
WITH ALL REQUIREMENTS OF WIPING CLOTH SERVICE FOR A ONE YEAR
PERIOD COMMENCING AUGUST 1, 1963 AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Sanitex Wiping Cloth Company to furnish the requirements of wiping cloth service for the City of San Antonio for a one year period, August 1, 1963 to July 31, 1964, is hereby accepted.

2. This ordinance makes and manifests a contract with Sanitex Wiping Cloth Company to furnish the requirements of wiping cloth service for the City of San Antonio for a one year period commencing August 1, 1963 and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of wiping cloth service from Sanitex Wiping Cloth Company during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

A RESOLUTION

APPROVING THE APPOINTMENTS OF ERNEST A. RABA AND ALFREDO FLORES AS MEMBERS OF THE FIREMEN'S AND POLICEMEN'S CIVIL SERVICE COMMISSION.

* * * * *

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

1. The City Manager's re-appointments of Ernest A. Raba and Alfredo Flores as members of the Firemen's and Policemen's Civil Service Commission, for a term ending May 31, 1965, in the case of Ernest a. Raba, and for a term ending May 31, 1966, in the Case of Alfredo Flores, are hereby approved and confirmed.

2. PASSED AND APPROVED this 29th day May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

A. RESOLUTION

ACCEPTING THE DEDICATION BY THE CITY WATER BOARD OF CERTAIN LAND.

* * * * *

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

1. The dedication by the City Water Board to the City of San Antonio of the land described in the instrument attached hereto, marked "Exhibit A", and expressly made a part hereof is hereby accepted.

2. PASSED AND APPROVED this 29th day of May, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31412

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. 1918)

The rezoning and reclassification of property from "H" Local Retail District to "J" Commercial District as follows:

Lot, 6, 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.