

AN ORDINANCE 31237

AMENDING THE 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. 1843

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

Lot 24, NCB 12900

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 3rd day of April, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31238

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. 1869

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

Lot 1, Blk C, NCB 9838

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 3rd day of April, A. D., 1963.

W. W. McAllister,
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31239

AMENDING THE 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. 1731)

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

Lot 33, NCB 12116

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 3rd day of April, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31240

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 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. 1853)

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

Lot 47, Blk 3, NCB 8675

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 3rd day of April, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31241

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. 1855)

THE rezoning and reclassification of property listed below as follows:

Lot 14, NCB 8410 from "B" Residence District to "F" Local Retail District;
Lots 25 and 26, NCB 7185 from "A" District to "F" Local Retail District;
Lot 27, NCB 7185 from "A" Residence District to "E" Office District; and
Lot 28, NCB 7185 from "A" Residence District to "D" Apartment District.

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

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

4. PASSED AND APPROVED this 3rd day of April, A. D., 1963.

W. W. McAllister,
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE #31242

AMENDING ORDINANCE #31122, AS AMENDED, WHICH PERMITTED ASSIGNMENT OF CERTAIN LEASES AT INTERNATIONAL AIRPORT, TO ADD FIRST NATIONAL BANK OF BARTLESVILLE, OKLA., AS AN ASSIGNEE.

* * * * *

WHEREAS, Paragraph 1 of Ordinance #31122, adopted February 13, 1963, authorized execution of a certain instrument upon certain conditions, which among other things permitted assignment and/or sublease of certain leases at San Antonio International Airport by Business Aircraft Corp. and Alamo Aviation, Inc., to Phillips Petroleum Co. and others; and,

WHEREAS, the aforementioned ordinance was amended February 20, 1963, Ordinance #31146 to add Lease #38 thereto; and,

WHEREAS, request has been made of the City to authorized addition of First National Bank of Bartlesville, Okla., as one of those to whom a security interest in said leaseholds may be assigned, NOW, THEREFORE:

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

1. Paragraph 1 of Ordinance #31122, as amended by Ordinance #31146, is hereby amended to add First National Bank of Bartlesville, Okla., as one of those to whom a security interest in the leaseholds described therein may be assigned, mortgaged or pledged by Business Aircraft Corp., and Alamo Aviation, Inc., and as one to whom notices are to be given by City under the terms of the "Amendment to Leases & Consent to Assignment of Leases", execution of which is authorized by the aforementioned ordinances.

2. The City Manager is authorized to execute a recordable instrument amending the Amendment of Leases & Consent to Assignment of Leases in accordance herewith. All other terms and provisions of said ordinances and of such instrument shall remain in full force and effect.

3. PASSED AND APPROVED this 3rd day of April, 1963

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31243

*amended
ord 31266
4-12-63*

REPEALING ORDINANCE NO. 28196, DATED DECEMBER 30, 1959 AND ADOPTING PREVAILLING WAGE RATES FOR THE CITY OF SAN ANTONIO TO BE USED IN CONNECTION WITH ALL CITY PUBLIC WORKS CONTRACTS.

* * * * *

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

1. Ordinance No. 28196, dated December 30, 1959, is hereby repealed.

2. Prevailing wage rates for San Antonio and vicinity to be used in connection with all City Public Works contracts are hereby adopted for all Public Works Contracts advertised after this date.

3. The prevailing wage rates are attached hereto and made a part hereof.

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

5. PASSED AND APPROVED this 3rd day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

PREVAILING WAGE RATES FOR SAN ANTONIO BUILDING CONSTRUCTION TRADES AS ADOPTED
BY THE CITY COUNCIL ON APRIL 3, 1963, AS AMENDED ON APRIL 10, 1963.

Name of Craft	Wage per Hour	Overtime Rate
ASBESTOS WORKERS #87	July 1, 1962	
Journeyman	\$ 4.00	
Foreman	4.25	
1st. Year Improver	53% of Journeyman Rate	Double time
2nd. Year Improver	60% of Journeyman Rate	Double time
3rd. Year Improver	70% of Journeyman Rate	Double time
4th. Year Improver	80% of Journeyman Rate	Double time
Welfare Fund	\$ 0.10 per hour	
Pension Fund	\$ 0.10 per hour	

TRAVEL TIME: 13¢ per road mile from City Hall of San Antonio, Texas - over 25 miles - room and board \$7.00 per day for each day worked up to a maximum of \$49.00 per week. On room and board job 8¢ per mile. 10 to 15 mile radius \$1.00 per day, 15 to 20 mile radius \$2.00 per day. 20 to 25 mile radius \$3.00 per day.

Boilermakers #577	May 10, 1962	
Boilermaker or Blacksmith-Journeyman	\$ 4.00	Double time
Boilermaker or Blacksmith-Helper	\$ 3.75	Double time
Boilermaker or Blacksmith-Foreman	\$ 4.50	Double time
Boilermaker or Blacksmith-Asst. Foreman	\$ 4.25	Double time
Health & Welfare Plan	\$ 0.10 per hour	
Pension Plan	\$ 0.10 per hour	
Appreticeship Training	\$ 0.01 per hour	

TRAVEL TIME: 9¢ per mile - 40 miles - city limits

BRICKLAYERS #2	February 8, 1963	
Journeyman-Bricklayer-Stone Mason or Caulker	\$ 4.08	Double time
Foreman-Bricklayer-Stone Mason or Caulker	\$ 4.33	Double time
APPRETICE - Bricklayer-Stone Mason or Caulker		
1st. 6 mo.	\$ 1.25	Double time
2nd. 6 mo.	\$ 1.84	Double time
3rd. 6 mo.	\$ 2.24	Double time
4th. 6 mo.	\$ 2.65	Double time
5th. 6 mo.	\$ 3.06	Double time
6th. 6 mo.	\$ 3.67	Double time

CARPENTER #14	July 1, 1962	
Journeyman	\$ 3.50	Double time
Sawman	\$ 3.625	Double time
Foreman	\$ 3.87 1/2	Double time
APPRENTICE:	July 1, 1962	
1st. year	\$ 2.00	Double time
2nd. year	\$ 2.55	Double time
3rd. year	\$ 2.80	Double time
4th. year	\$ 3.10	Double time

TRAVELING TIME: 6¢ per mile - 5 miles out of city limits.

CEMENT MASONS #178	July 15, 1962	
Journeyman Cement Mason	\$ 3.50	Time and one-half
Foreman Cement Mason	\$ 3.75	Time and one-half
Machine Operator Mason	\$ 3.75	Time and one-half

NOTE: Sundays and legal holidays are paid double time.

TRAVELING TIME: 6¢ per mile to and from job.

APPRENTICE:		
1st. 6 mo.	50% of journeyman rate	Time and one-half
2nd. 6 mo.	55% of journeyman rate	Time and one-half
3rd. 6 mo.	60% of journeyman rate	Time and one-half
4th. 6 mo.	70% of journeyman rate	Time and one-half
5th. 6 mo.	80% of journeyman rate	Time and one-half
6th. 6 mo.	90% of journeyman rate	Time and one-half

LABORERS #93	June 30, 1962	
--------------	---------------	--

<u>Name of Craft</u>	<u>Wage Per Hour</u>	<u>Overtime Rate</u>
Power buggy operator	\$ 1.86 1/2	
Mortar Mixers, Plasterers' tenders and Hod Carriers	\$ 2.12 1/2	
Mason Tenders	\$ 1.86 1/2	
Common Laborers	\$ 1.75	
Air Tool & Vibrator operators	\$ 1.84 1/2	
Pipe Layers (non-metallic)	\$ 1.75	
Bell Hole Man	\$ 1.94 1/2	
Stem Men	\$ 2.04 1/2	
Cement Finishers' helpers	\$ 1.86 1/2	

LABORERS

RATE OF OVERTIME: All work in excess of eight (8) hours in any one day and in excess of forty (40) hours in any work week shall, in the case of all classifications except those working as tenders of mechanics, be paid for at the rate of time and one-half the employee's regular rate. The overtime of a tender shall be based upon the tender's regular rate and the same number of times for overtime as the mechanic he is tending. Where daily overtime is paid, there shall be no duplicate payment for any resultant weekly overtime.

ELECTRICAL WORKERS #60

July 1, 1962

Journeyman	\$ 3.92 1/2
Cable Splicer	\$ 4.17 1/2
General foreman - not less than 25¢ an hour above the rate of the journeyman foreman	
Foreman - not less than 25¢ an hour above the rate of the journeyman	

Pension Plan - 1% of gross Pay

10¢ per hour withheld for Vacation Fund

1/4 of 1% of Gross Payroll contributed to Apprentice & Training Fund

TRAVELING TIME: 25 miles or less - 7¢ per mile
25 miles or more - one round trip duration of job.

APPRENTICES:

1st. 6 mo.	40% of journeyman rate
2nd. 6 mo.	45% of journeyman rate
3rd. 6 mo.	50% of journeyman rate
4th. 6 mo.	55% of journeyman rate
5th. 6 mo.	60% of journeyman rate
6th. 6 mo.	65% of journeyman rate
7th. 6 mo.	70% of journeyman rate
8th. 6 mo.	75% of journeyman rate

OVERTIME RATE: Work performed at 5 p.m., until midnight, Monday through Friday inclusive, and on Saturday 8 a.m. to 5 p.m. shall be paid for at the rate of time and one-half. Work performed outside of the above stated hours and on Sundays and the following holidays: New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or days observed as such shall be paid for at the rate of double time. No work shall be performed on Labor Day except in case of emergency.

ELEVATOR CONSTRUCTORS #81

October 24, 1962

Journeyman	\$ 3.96
Helper	\$ 2.77
Probation Helper	\$ 1.98

NOTE: After 4 p.m. and before 8 a.m. during week or call back is time and one-half. Sundays and holidays, repair and construction is double time.

MASTER MECHANIC AND ASSISTANT MASTER MECHANIC

Wage rate for a Master Mechanic shall be at least twenty-five cents (25¢) per hour above an Assistant Master Mechanic or a Journeyman, as the case may be, and an Assistant Master Mechanic shall have a wage rate of at least twenty-five cents (25¢) per hour above the highest paid journeyman.

TRAVELING TIME: Within a fifty mile radius of the Bexar County Court House
\$ 3.00 per day
Fifty miles or more from the Bexar County Court House
\$ 5.00 per day

LATHERS #301

December 1, 1962

Journeyman	\$ 4.00
Foreman	\$ 4.25

PAINTERS #172

April 1, 1962

All painting and preparatory work that requires application above two stories on exterior shall be twelve and one-half cents (12 1/2¢) per hour above basic rates of pay.

Journeyman, brush	\$ 3.00	Time and one-half
Painting on structural steel, including fire escapes	\$ 3.25	Time and one-half
Spray gun operator & sand blast Operator on structural steel, tanks ect.	\$ 3.50	Time and one-half
Spray gun operator, pressure paint roller and hand roller	\$ 3.25	Time and one-half
Painter, hot paint & other injurious Materials	\$ 3.25	Time and one-half

Glazier	\$	3.25	Time and one-half
Paperhanger	\$	3.00	Time and one-half
Taper and floater	\$	3.00	Time and one-half

FOREman shall receive twenty-five cents (25¢) per hour above the base rate of majority of his crew, when crew exceed four (4) men.

General foreman shall receive twenty-five cents (25¢) per hour above the base rate of the foreman.

APPRENTICES:

1st. 6 mo. - 43% of Journeyman rate	\$	1.29	Time and one-half
2nd. 6 mo. - 48% of Journeyman rate	\$	1.44	Time and one-half
3rd. 6 mo. - 53% of Journeyman rate	\$	1.59	Time and one-half
4th. 6 mo. - 60% of Journeyman rate	\$	1.80	Time and one-half
5th. 6 mo. - 70% of Journeyman rate	\$	2.10	Time and one-half
6th. 6 mo. - 80% of Journeyman rate	\$	2.40	Time and one-half

TRAVELING TIME: 5¢ per mile beyond city transportation.

MILLWRIGHTS #2219

April 1, 1963

Millwrights, journeyman	\$	3.80	Double Time
Millwrights, foreman	\$	4.05	Double Time
Millwrights, Gen. foreman	\$	4.30	Double Time

APPRENTICES:

1st. 6 mo.	55% of journeyman rate	Double Time
2nd. 6 mo.	60% of journeyman rate	Double Time
3rd. 6 mo.	65% of journeyman rate	Double Time
4th. 6 mo.	70% of journeyman rate	Double Time
5th. 6 mo.	75% of journeyman rate	Double Time
6th. 6 mo.	80% of journeyman rate	Double Time
7th. 6 mo.	85% of journeyman rate	Double Time
8th. 6 mo.	90% of journeyman rate	Double Time

TRAVELING TIME: 50 Miles or more from the City Hall, San Antonio, Texas, shall be paid travel time at the rate of 9¢ per road mile one way, upon reporting to job, and 9¢ per road mile return trip shall be paid on job completion, or when laid off.

\$5.00 per day subsistence on projects 50 miles or more from the Bexar County Courthouse, with a maximum of 5 days to be paid on any one call out period.

OPERATING ENGINEERS \$450

July 1, 1962

HEAVY EQUIPMENT

Operators of equipment used in hoisting and erecting structural steel, and tanks and pipe	\$	3.75	Double Time
All rollers - 5 tons or over	\$	3.75	Double Time
All fdn. drilling rigs	\$	3.75	Double Time
Scoopmobile	\$	3.75	Double Time
Heavy duty mechanic	\$	3.75	Double Time
Blade graders, self propelled	\$	3.75	Double Time
Bull clams	\$	3.75	Double Time
Back filler	\$	3.75	Double Time
Derricks, power operated, all types	\$	3.75	Double Time
Draglines	\$	3.75	Double Time
Bulldozers	\$	3.75	Double Time
Cable-way	\$	3.75	Double Time
Cranes, power operated, all types	\$	3.75	Double Time
Elevating graders, self-propelled	\$	3.75	Double Time
Hoist, two drum or more	\$	3.75	Double Time
Mix-mobile	\$	3.75	Double Time
Winch Truck	\$	3.75	Double Time
Locomotives	\$	3.75	Double Time
Mixers, 14 cu. ft. or over	\$	3.75	Double Time
Paving mixers, all sizes	\$	3.75	Double Time
Piledrivers	\$	3.75	Double Time
Scrapers	\$	3.75	Double Time
Trenching machines, all sizes	\$	3.75	Double Time
High Lifts	\$	3.75	Double Time
Back Hoe	\$	3.75	Double Time
Gradall	\$	3.75	Double Time
Shovel, power operated	\$	3.75	Double Time
Gasoline or diesel-driven welding machine, 7 to 12	\$	3.75	Double Time
Euclid	\$	3.75	Double Time
Pumpcrete machine operator	\$	3.75	Double Time
Turn-pulls	\$	3.75	Double Time
DW-10 Caterpillar & similar tractors	\$	3.75	Double Time
Rock crusher operator on job	\$	3.75	Double Time
Forklift used on construction	\$	3.75	Double Time
Clam shall operator	\$	3.75	Double Time
Air compressor, 2 or more machines 85 cu. ft. or larger	\$	3.75	Double Time
All other equipment of similar nature, coming within the heavy equipment class, when power operated	\$	3.75	Double Time

LIGHT EQUIPMENT

Building elevator used on const.	\$ 3.35	Double Time
Roller under 5 ton	\$ 3.35	Double Time
Pneumatic Roller	\$ 3.35	Double Time
Blade graders, towed	\$ 3.35	Double Time
Flex planes	\$ 3.35	Double Time
Form graders	\$ 3.35	Double Time
Hoist, single drum	\$ 3.35	Double Time
Mixers, less than 14 cu. ft.	\$ 3.35	Double Time
Pulsometers	\$ 3.35	Double Time
Truck crane drivers	\$ 3.35	Double Time
Air compressors - anytime there are two attachments operating on a 105 cu. ft. air compressor, or less, a light equipment operator shall be employed, any compressor over 105 cu. ft. shall have a light equipment operator	\$ 3.35	Double Time
Pump, 2 1/2 or larger shall require a light equipment operator	\$ 3.35	Double Time
Two and six welding machines	\$ 3.35	Double Time
All other equipment of similar nature coming within the light equipment class, when power operated	\$ 3.35	

OTHER CLASSIFICATIONS

Fireman	\$ 2.80	Double Time
Oiler	\$ 2.70	Double Time

PLASTERERS #178

December 1, 1962

Journeyman	\$ 4.12 1/2	Time & one-half
Foreman	\$ 4.37 1/2	Time & one-half

APPRENTICES:

1st. 6 mo.	35% of Journeyman rate	Time & one-half
2nd. 6 mo.	40% of Journeyman rate	Time & one-half
3rd. 6 mo.	45% of Journeyman rate	Time & one-half
4th. 6 mo.	50% of Journeyman rate	Time & one-half
5th. 6 mo.	55% of Journeyman rate	Time & one-half
6th. 6 mo.	60% of Journeyman rate	Time & one-half
7th. 6 mo.	75% of Journeyman rate	Time & one-half
8th. 6 mo.	85% of Journeyman rate	Time & one-half

NOTE: Sundays and legal holidays are paid double time.

PLUMBERS AND PIPEFITTERS #142

July 1, 1962 to June 30, 1963

Journeyman:	\$ 4.025
Foreman:	\$ 4.275
General Foreman:	\$ 4.525
Superintendent:	\$ 4.65

APPRENTICES:

(hour of training)	
Under 2000 hours (first year)	40%
July 1, 1962 to June 30, 1963	\$ 1.61
2000 - 4000 hours (Second year)	50%
July 1, 1962 to June 30, 1963	\$ 2.0125
4000 - 6000 hours (third year)	60%
July 1, 1962 to June 30, 1963	\$ 2.415
6000 - 8000 hours (fourth year)	70%
July 1, 1962 to June 30, 1963	\$ 2.8175
8000 - 10000 hours (fifth year)	80%
July 1, 1962 to June 30, 1963	\$ 3.22

Provided, during his final 1000 hours (6 months) of training an apprentice may upon approval by Joint Apprenticeship Committee be classified as an "apprentice improver" who, having been so classified, shall work alone or without immediate supervision of a journeyman and with respect to such work shall be paid at a rate equal to an amount which is twenty-five cents (25¢) below the appropriate regular hourly rate of pay for journeyman.

NOTE: Work performed after 5 PM, Monday through Friday, shall be paid for at the rate of time and one-half pay. Work performed outside of the above-stated working hours and on Saturdays, Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day (or days observed as such) shall be paid for at the rate of double time pay.

TRAVELING TIME: Traveling expenses shall accrue at the rate of 10¢ per mile. Room and board \$7.50 per day, 7 days per week.

ROOFERS #138

December 14, 1961

Journeyman	\$ 2.00	Time & One-half
Shingle, asbestos & Slate	\$ 2.35	Time & one-half
Foreman	\$ 2.60	Time & One-half
Kettleman	\$ 1.70	Time & one-half

APPRENTICES:

1st. 6 mo.	\$ 1.35	Time & one-half
------------	---------	-----------------

2nd. 6 mo.	65% of Journeyman rate	Time & one-half
3rd. 6 mo.	70% of Journeyman rate	Time & one-half
4th. 6 mo.	75% of Journeyman rate	Time & one-half
5th. 6 mo.	80% of Journeyman rate	Time & one-half
6th. 6 mo.	90% of Journeyman rate	Time & One-half

TRAVELING TIME: one way only
Board and Lodging - \$ 5.00 per day.

SHEET METAL #67 July 1, 1962

Journeyman	\$ 3.87 1/2	Double Time
Foreman - not less than	\$ 4.12 1/2	Double Time
Gen. Foreman - not less than	\$ 4.25	Double Time

APPRENTICES:

1st. 6 mo.	50% of Journeyman rate	Double Time
2nd. 6 mo.	55% of Journeyman rate	Double Time
3rd. 6 mo.	60% of Journeyman rate	Double Time
4th. 6 mo.	65% of Journeyman rate	Double Time
5th. 6 mo.	70% of Journeyman rate	Double Time
6th. 6 mo.	75% of Journeyman rate	Double Time
7th. 6 mo.	80% of Journeyman rate	Double Time
8th. 6 mo.	85% of Journeyman rate	Double Time

\$ 7.50 Daily Out-of-Town Allowance

TILE SETTERS, TERRAZZO WORKERS, & MARBLE MASONS

March 8, 1963

Journeyman - Tile Setters	\$ 3.25	Double Time
Foreman - Tile Setters	\$ 3.50	Double Time
Journeyman - Marble Masons	\$ 3.8750	Double Time
Foreman - Marble Masons	\$ 4.1250	Double Time
Journeyman - Terrazzo Workers	\$ 3.3750	Double Time
Foreman - Terrazzo Workers	\$ 3.6250	Double Time

TILE SETTERS, TERRAZZO WORKERS, & MARBLE MASONS

APPRENTICES:

1st. 6 mo.	\$ 1.25	Double Time
2nd. 6 mo.	45% of Journeyman rate	Double Time
3rd. 6 mo.	55% of Journeyman rate	Double Time
4th. 6 mo.	65% of Journeyman rate	Double Time
5th. 6 mo.	75% of Journeyman rate	Double Time
6th. 6 mo.	90% of Journeyman rate	Double Time

STRUCTURAL ORNAMENTAL IRON WORKERS #66

September 1, 1962

Structural	\$ 3.87 1/2	Double Time
Ornamental	\$ 3.87 1/2	Double Time
Reinforcing	\$ 3.62 1/2	Double Time
Machinery mover, Rigger machinery erector	\$ 3.87 1/2	Double Time
Welder	\$ 3.87 1/2	Double Time
Fence Erector	\$ 3.87 1/2	Double Time
Sheeter	\$ 4.02 1/2	Double Time
Bucker-up	\$ 4.02 1/2	Double Time

GENERAL FOREMAN, not less than 50¢ above Journeyman scale.
FOREMAN, not less than 25¢ above Journeyman scale.

APPRENTICE: Effective the first full payroll period beginning on or after Sept. 1, 1962, the following minimum hourly wage rates shall apply to the classifications as indicated below and shall continue in force and effect until midnight, August 31, 1963.

CLASSIFICATIONS (EFFECTIVE SEPTEMBER 1, 1962)

1st. 6 mo.	60% of journeyman scale	
Structural	Reinforcing	Sheeter & Bucker-Up
\$ 2.33	\$ 2.18	\$ 2.42
2nd. 6 mo.	70% of journeyman scale	
Structural	Reinforcing	Sheeter & Bucker-up
\$ 2.71	\$ 2.54	\$ 2.82
Structural	Reinforcing	Sheeter & Bucker-Up
\$ 2.91	\$ 2.72	\$ 3.02
4th. 6 mo.	80% of journeyman scale	
Structural	Reinforcing	Sheeter & Bucker-up
\$ 3.10	\$ 2.90	\$ 3.22

STRUCTURAL ORNAMENTAL IRON WORKERS #66

5th. 6 mo.	85% of journeyman scale	
Structural	Reinforcing	Sheeter & Bucker-up
\$ 3.29	\$ 3.08	\$ 3.42
6th. 6 mo.	90% of Journeyman scale	

Structural
\$ 3.49

Reinforcing
\$ 3.26

Sheeter & Bucker-up
\$ 3.62

TRAVEL TIME: At least \$ 3.00 per day subsistence on projects outside of Bexar County, and within a fifty (50) mile radius of the Bexar County Court House.

At least \$ 5.00 per day subsistence on projects fifty (50) miles or more from the Bexar County Court House.

REVISED: APRIL 2, 1963.

AN ORDINANCE 31244

DECLARING THE CANVASSING AND THE RESULT OF MUNICIPAL ELECTION ON THE 2ND DAY OF APRIL, 1963.

* * * * *

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

1. Came on this the 3rd day of April, A. D., 1963, regularly to be canvassed the returns of the regular municipal election held on the 3rd day of April, 1963, to determine the Councilmen of the City of San Antonio under its Charter for the ensuing term of office of two (2) years;

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

FOR MEMBER OF COUNCIL, PLACE NO. 1:

"FOR" Walter W. McAllister 26,969 votes
"FOR" Robert L. Gomez 8,193 votes

FOR MEMBER OF COUNCIL, PLACE NO. 2:

"FOR" Luvine Elias 3,550 votes
"FOR" Robert C. Moore 8,347 votes
"FOR" George de la Garza 22,024 votes

FOR MEMBER OF COUNCIL, PLACE NO. 3:

"FOR" W. F. "Bill" Castella 12,975 votes
"FOR" Joe Rainey Manion 3,808 votes
"FOR" Terry J. Booth 1,816 votes
"FOR" Claus H. Rohlf's 16,378 votes

FOR MEMBER OF COUNCIL, PLACE NO. 4:

"FOR" Herman H. Hopper, Jr. 8,372 votes
"FOR" Jack H. Kaufman 23,221 votes

FOR MEMBER OF COUNCIL, PLACE NO. 5:

"FOR" James "Big Jim" Fisher 6,448 votes
"FOR" Mrs. S. E. Cockrell, Jr. 20,594 votes
"FOR" Henry Beltran 6,132 votes

FOR MEMBER OF COUNCIL, PLACE NO. 6:

"FOR" John Gatti 24,148 votes
"FOR" Lauro L. Lopez 8,675 votes

FOR MEMBER OF COUNCIL, PLACE NO. 7:

"FOR" Roy S. Padilla 25,439 votes
"FOR" Ronald C. Wren 5,008 votes
"FOR" Alex Moore 2,765 votes

FOR MEMBER OF COUNCIL, PLACE NO. 8:

"FOR" Gair R. Allie 6,245 votes
"FOR" Dr. Gerald Parker 22,450 votes
"FOR" Dr. G. H. Allen 2,385 votes
"FOR" R. H. "Wop" Elmer 1,700 votes

FOR MEMBER OF COUNCIL, PLACE NO. 9:

"FOR" C. William Black, jr. 15,429 votes
"FOR" Jesse Hibler 2,341 votes
"FOR" Roland C. Bremer 19,494 votes

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

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

5. And it is further declared that as a result of said election, the following persons were elected councilmen for a two (2) year term commencing May 1, 1963.

- WALTER W. McALLISTER, Member of Council, Place No. 1;
- GEORGE DE LA GARZA, Member of Council, Place 2;
- JACK H. KAUFMAN, Member of Council, Place 4;
- MRS. S. E. COCKRELL, JR., Member of Council, Place 5;
- JOHN GATTI, Member of Council, Place 6;
- ROY S. PADILLA, Member of Council, Place 7;
- DR. GERALD PARKER, Member of Council, Place 8;
- ROLAND C. BREMER, Member of Council, Place 9;

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

6. And it is further declared that as the result of said election, no candidate for Place 3 received a majority of all the votes cast for the office for which he was a candidate cast by the qualified voters of the City of San Antonio voting at said election, and, therefore, no candidate was elected at said election for the office of Member of Council, Place 3, but that a second election, or run-off election, will be necessary in order that the candidate receiving the highest number of votes shall receive a majority of all the votes cast for the for which he was a candidate; said election is hereby ordered to be held on April 16, 1963.

7. Payment of all expenses incurred in connection with the holding of said election and said run-off election is hereby authorized to be made out of the General Fund, Account 03-02-01

8. PASSED AND APPROVED this 3rd day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31245

ACCEPTING THE LOW BID OF C. L. HOBBS & SON, FOR THE CONSTRUCTION OF SANITARY SEWER ON RIGSBY AND SPOKANE STREETS: AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$5,495.00 PAYABLE TO C. L. HOBBS & SON: THE SUM OF \$300.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; THE SUM OF \$100.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT; ALL SUMS OUT SEWER REVENUE FUND #204.

* * * * *

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

1. The attached low bid of C. L. Hobbs & Son, 105 Bryker Drive, San Antonio, Texas, in the amount of \$5,495.00 for the construction of sanitary sewer on Rigsby and Spokane Streets 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 Sewer Revenue Fund #204.
 - a. \$5,495.00 payable to C. L. Hobbs & Son;
 - b. \$300.00 as a Construction Contingency Account;
 - c. \$100.00 as a miscellaneous Expenses Contingency Account;
5. PASSED AND APPROVED this the 10th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31246

EXTENDING THE PERIOD OF INJURY LEAVE OF OFFICER BUFORD G. CATES FOR THIRTY (30) DAYS FROM FEBRUARY 15 THROUGH MARCH 13, 1963.

* * * * *

WHEREAS, Officer Buford G. Cates was injured in line of duty on December 2, 1961, and

WHEREAS, Officer Cates was returned to duty on January 24, 1962; and

WHEREAS, Doctor Lewis M. Helfer recommends additional treatment, involving plastic surgery; and

WHEREAS, Chief of Police, George W. Bichsel and Personnel Director Clyde C. McCollough, Jr., recommend a thirty (30) day extension of injury leave for Officer Cates; NOW, THEREFORE:

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

1. Injury leave of Officer Buford G. Cates, with full pay is hereby extended thirty (30) days from February 15 through March 13, 1963, in accordance with the provisions of the Fire and Police Civil Service Law.

2. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister,
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31247

APPROPRIATING \$42,000.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, FUND #479-16 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY SUBJECT TO THE ORDER OF ATANACIO CARRISAL AND WIFE MARIANA CARRISAL, OWNERS, AND TRAVIS SAVINGS AND LOAN ASSOCIATION, STATE OF TEXAS, CITY OF SAN ANTONIO, THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT AND WEST SIDE STATE BANK OF SAN ANTONIO, LIENHOLDERS, AS THEIR INTEREST MAY APPEAR, SAID AMOUNT BEING THE AWARD OF THE SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #1459 FOR THE PURCHASE OF 0.1143 OF AN ACRE OF LAND AND IMPROVEMENTS LOCATED AT 1719-1721 NOGALITOS STREET, SAN ANTONIO, BEXAR COUNTY, TEXAS.

* * * * *

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

1. The sum of \$42,000.00 is hereby appropriated out of Highway 90 West Expressway Bonds, Fund \$479-16 payable to the County Clerk of Bexar County subject to the order of Atanacio Carrisal and wife Mariana Carrisal, owners, and Travis Savings and Loan Association, State of Texas, City of San Antonio, the San Antonio Independent School District and West Side State Bank of San Antonio, Lienholders, as their interests may appear, said amount being the Award of Special Commissioners in Condemnation Cause #1459 for the purchase of 0.1143 of an acre of land and improvements located at 1719-1721 Nogalitos Street, San Antonio, Bexar County, Texas.

2. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31248

APPROPRIATING \$25,000.00 OUT OF STREET RIGHT OF WAY PURCHASE BONDS, 1957, ACCOUNT #479-12, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF DANIEL G. LOPEX AND WIFE MARY C. LOPEZ, AS THEIR INTEREST MAY APPEAR, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #1460 FOR THE PURCHASE OF 0.0585 OF AN ACRE OF LAND ON LOOP 13.

* * * * *

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

1. The sum of \$25,000.00 is hereby appropriated out of Street Right of Way Purchase Bonds, 1957, Account \$479-12, payable to the County Clerk of Bexar County, subject to the order of Daniel G. Lopez and wife Mary C. Lpez, as their interest may appear, said amount being the Award of Special Commissioners in Condemnation Cause #1460 for the purchase of 0.585 of an acre of land on loop 13.

2. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31249

AUTHORIZING PAYMENT OF THE SUM OF \$566.22 OUT OF FUND NO. 50-03-01 (Code 410) PAYABLE TO EVERETT BROWN IN FULL SETTLEMENT AND FINAL SATISFACTION OF A CLAIM FOR DAMAGES TO THE PREMISES AT 2405 S. HACKBERRY STREET.

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

1. The sum of \$566.22 is hereby authorized out of Fund No. 50-03-01, (Code 410) payable to Everett Brown in full settlement and final satisfaction of a claim for damages to the premises at 2405 S. Hackberry Street.

2. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31250

PROVIDING FOR THE SALE AND CONVEYANCE OF CERTAIN PROPERTY IN COMAL COUNTY, TEXAS,

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

1. That the City Public Service Board of San Antonio, acting under the provisions of the Trust Indenture dated February 1, 1951, and supplements thereto, securing City of San Antonio Electric and Gas Revenue Bonds, having made the certificate necessary for the release of the hereinafter described property from the lien and operation of said Trust Indentures and having found that the hereinafter described property is not necessary or useful in the proper and economical operation of the electric and gas system, it is determined that said property should be sold and conveyed to the purchaser and for the consideration hereinafter stated.

2. That the City of San Antonio sell and convey by deed unto Dewey Fischer for a cash consideration of \$695.20 the following described lands in Comal County, Texas, and being more particularly described as follows:

Being a portion of the 3.62-acre strip of land out of the John Thompson Survey No. 21, in Comal County, Texas, and thirty (30) feet wide and 5259.9 feet long, designated as Second Tract in the deed from Ludgar Kuehler, et al, to the Comal Power Company, dated June 30, 1924, and recorded in Volume 49, page 485, of the Deed Records of Comal County, Texas; the portion herein conveyed being more particularly described by metes and bounds as follows:

BEGINNING at the east corner of the 0.422 of an acre portion of the 3.62-acre strip of land, transferred by judgment of the Comal County Court from the City of San Antonio to the State of Texas, November 24, 1958, as per record in County Court Minute Book No. 2, page 143, of the Comal County Court Records; said east corner being South 72 degrees 19 minutes west 259 feet from the present northeast corner of the Fischer tract, measured along the southeast right-of-way line of Interstate Highway No. 35;

THENCE south 42 degrees 51 minutes east along the northeast line of the 3.62-acre strip of land, 862 feet to a point in the northeast line of the Fischer tract; said point being also the north corner of the 2.444-acre portion of the 3.62-acre strip of land which was conveyed by the City of San Antonio to L. C. Helms and wife, by deed dated December 23, 1959, and recorded in Volume 118, pages 429-431, of the Deed Records of Comal County, Texas;

THENCE south 25 degrees 27 minutes east along the southwest end of said 2.444-acre portion and the northeast line of the Fischer tract, 100.5 feet to a point in the southwest line of the 3.62-acre strip of land;

THENCE north 42 degrees 51 minutes west along the southwest line of the 3.62-acre strip of land, 972 feet to a point in the southeast right-of-way line of the Interstate Highway No. 35, said point being also the south corner of the 0.422 of an acre portion of the 3.62-acre strip of land belonging to the State of Texas, as above referred to;

THENCE north 72 degrees 19 minutes east along the southeast end of said 0.422 of an acre portion and the southeast right-of-way line of Interstate Highway No. 35; crossing the 3.62-acre strip of land, 33.1 feet to the place of beginning;

Containing 0.632 of an acre of land.

3. That the Mayor of the City is hereby authorized to execute and acknowledge, and City Clerk is hereby authorized to attest under the City Seal, a deed conveying the above described property to said purchaser upon the payment of the sum of \$695.20 in cash to the City Public Service Board of San Antonio, to be held, used and applied by said Board as provided in said Trust Indenture dated February 1, 1951, and supplements thereto.

4. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister,
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31251

PROVIDING FOR LANDING FEES AND FUEL FLOWAGE FEES AT INTERNATIONAL AIRPORT, AND AMENDING ORDINANCE 19447 OF AUGUST 13, 1953.

* * * * *

WHEREAS, lease contracts between the City and Fixed Base Operators (Lessees) at San Antonio International Airport provide that the Lessor (City) shall be entitled to collect, and Lessees and their tenants and sub-lessees agree to pay a fuel flowage fee as determined by the Lessor from time to time for each gallon of aviation fuel delivered to the Lessee on said Airport; and,

WHEREAS, certain of such lease contracts contain provisions whereby the Fixed Base Operators may be required to collect landing fees prescribed by the City from others than scheduled carriers; and,

WHEREAS, contracts between the City and scheduled air carriers that regularly serve San Antonio provide that the City will not charge a fuel flowage fee for fuel used by such airlines, but such contracts provide for payment of landing fees to the City for each landing at said airport; and,

WHEREAS, landing fees collected from other air carriers at San Antonio International Airport are not now specified by ordinance; NOW, THEREFORE;

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

1. The fuel flowage fees to be paid by Lessees to the City of San Antonio on fuel delivered to Lessees at San Antonio International Airport shall be two cents per gallon, provided that such fees shall not be paid upon fuel delivered to air carriers, scheduled or supplemental, by such Lessees.

2. All supplemental air carriers and scheduled air carriers with which the City has no contract(s) landing at San Antonio International Airport shall pay landing fee for each landing thereon, at the rate of twenty cents (20¢) per 1,000 pounds maximum gross landing weight (amounts rounded to nearest \$0.50), according to the weight registered with the C.A.B. for the particular aircraft, beginning April 20, 1963.

3. Whenever, maintenance work on aircraft operated by any air carrier described in Paragraph 2 above results in payment to the City of gross receipts charges on applicable gross receipts on \$50,000 or more during a calendar half-year, such operator shall receive a 15% discount on landing fees at San Antonio International Airport during the six months period beginning the 1st day of the 4th month following the end of that calendar half-year.

Such supplemental air carrier shall establish that it is entitled to such reduction in landing fees by application to the Director of Aviation on forms approved by the Director of Finance, showing the payment of the required amount of gross receipts charges, bearing the affidavit of the supplemental air carrier and the certification by the Lessee(s) the records of both being subject to verification by the Director of Finance or his representatives.

The first calendar half-year to which this provision shall be applicable is the period July 1, 1962 to December 31, 1962.

4. Definitions. The following shall control in construction of this ordinance:
 (a) Scheduled Air carrier shall mean an operator holding a valid certificate from C.A.B. to operate aircraft carrying passengers or cargo on a regular schedule of flights.
 (b) Supplemental Air Carrier shall mean an operator holding a valid certificate from C.A.B. to operate aircraft carrying passengers or cargo on an irregular schedule of flights.
 (c) Calendar half-year shall mean either the six months period beginning January 1 and ending June 30 or such period beginning July 1 and ending December 31 during any calendar year after June 30, 1962.

(d) Gross receipts charge shall mean the amount paid to the City by lessees (Fixed base operators) under their lease contracts with the City on Certain sales and services in addition to the fixed rentals.

5. The City manager is authorized to execute amendments to lease contracts with Fixed Base Operators providing, in lieu of any requirement that they collect any landing fees, that such lessees supply the City with monthly reports showing the landings of aircraft of supplemental air carriers fueled or serviced by such lessees. This amendment shall be in form substantially as set out in Exhibit "A" hereto.

6. Ordinance No. 19447, passed and approved August 13, 1953, is hereby superseded effective April 20, 1963, the effective date hereof.

7. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

Exhibit A

AMENDMENT TO FIXED BASE OPERATOR'S LEASE

STATE OF TEXAS

COUNTY OF BEXAR

This agreement, entered into by and between the City of San Antonio, a Texas Municipal Corporation, and _____, private corporation chartered under the laws of the state of _____, acting by and through its designated officers pursuant to a resolution of its Board of Directors hereinafter called "Lessee" WITNESSETH:

Paragraph _____ of that certain lease contract between the parties hereto, executed the _____ day of _____, 1963, covering Lessee's Tenancy and operations at San Antonio International Airport, is hereby amended as follows:

(a) The fuel flowage fees to be paid by Lessee to the City on aircraft fuel delivered to Lessee at San Antonio International Airport shall be the amount per gallon, now or hereafter established by City Ordinance.

(b) Lessee shall not be required or entitled to collect landing fees from users of said airport now or in the future, unless and until a new agreement is entered into between the parties hereto.

(c) Lessee hereby agrees and covenants to submit monthly reports to the Director of Aviation of the City on forms prescribed by the City showing the landings of aircraft operated by supplemental air carriers (as defined in Ord. _____) fueled or serviced by Lessee. Such reports shall be submitted by the 10th day of each month for the preceding month. Verification of such reports may be made by inspection of Lessee's records by representatives of the City.

A copy of Ordinance _____ authorizing execution for the City of this agreement has been supplied to Lessee.

Executed in duplicate originals this _____ day of _____, 1963.

CITY OF SAN ANTONIO, Lessor

BY: _____
City Manager

ATTEST:

Secretary

Lessee

BY: _____ EXHIBIT "A"
President

AN ORDINANCE 31252

CLOSING AND ABANDONING A 16 FOOT ALLEY ABUTTING NCB 13092 AND NCB 13096; AND AUTHORIZING THE QUITCLAIM THEREOF, SUBJECT TO AN EASEMENT, TO CRANBROOK CORP.

* * * * *

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

1. The 16 foot Alley abutting NCB 13092 and NCB 13096, is hereby, closed and abandoned.

2. The City Manager is authorized to execute a Quitclaim to the aforementioned property to Cranbrook Corp. for and in the consideration of the dedication of this property as a 16 foot utility easement. Said Quitclaim Deed shall not be delivered until proper replatting has been accepted by the Planning Commission. The replat must contain therein the aforementioned 16 foot utility easement. A copy of the proposed Quitclaim Deed is attached hereto and incorporated herein by reference.

3. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister
MAYOR

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. _____ dated the _____ day of _____, 1963, duly adopted by the City Council of said City, for and in consideration of the dedication of a utility easement, as set forth below, by Cranbrook, Corp., hereinafter called "Grantee", of the County of Bexar, State of Texas, has BARGAIN, SOLD, QUITCLAIMED and RELEASED, unto the said Cranbrook Corp., 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:

a 16 foot wide alley in Block 2 NCB 13092 and in Block 6, NCB 13096, Kings borough Ridge, Unit 4, City of San Antonio, Bexar County, Texas; being more particularly described as follows:

ALLEY IN BLOCK 2

BEginning at the Southwest corner of lot 2, Block 2, NCB 13092;

Thence, along the South line of said Lot 2, North 89° 36' East 110.0 feet and North 44° 36' East 14.14 feet to a corner and East line of lot 2;

Thence, along the East line of Lot 2 and Lot 1, North 0° 24' West 110.0 feet to the Northeast corner of said Lot 1 and the South line of Malley Blvd.;

Thence, along the said line of Mally Blvd, North 89° 36' East 16.0 feet to the East line of Kingsborough Ridge, Unit 4;

Thence, along said East line, South 0° 24' East 136.0 feet to the Southeast corner of Kingsborough Ridge, Unit 4;

Thence, along the south line of said Unit 4, South 89° 36' West 136.0 feet to the East line of Yett Avenue;

Thence, along the East Line of Yett Avenue, North 0° 24' West 16.0 feet to the place of beginning and containing 0.10 Acres, more or less.

ALLEY IN BLOCK 6

Beginning at the Southeast corner of Lot 1, Block 6, NCB 13096;

Thence, along the East line of Lots 1 through 11, North 0° 07' East 722.0 feet and North 44° 53' West 14.14 Feet to a corner and north line of Lot 11 Block 6, NCB 13096;

Thence, along the North line of said Lot 11, South 89° 36' West 126.59 feet to the Northwest corner of Lot 11 and the East line of Yett Ave.,

Thence, along the East line of said Yett Ave., North of 0° 24' East 16.0 feet to the North line of Kingsborough Ridge, Unit 4;

Thence, along said North line, North 89° 36' East 142.73 feet to the Northeast Corner of Kingsborough Ridge, Unit 4;

Thence, along the East Line of said Unit 4, South 0° 07' West 748.0 feet to the North line of Mally Blvd.;

Thence, along the North line of Mally Blvd., South 89° 36' West 16.0 feet to the place of beginning and containing 0.33 acres, more or less.

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

This Quitclaim is subject, however to a 16 foot utility easement over the land conveyed as described below:

16 foot wide utility easement in Block 2, NCB 13092 and in Block 6, NCB 13096, Kingsborough Ridge, Unit 4, City of San Antonio, Bexar County, Texas; being more particularly described as follows:

UTILITY EASEMENT

Beginning at the Southwest corner of Lot 4, Block 2, NCB 13092;

Thence, along the West line of Lot 4, North 0° 24' West 16.0 feet to a point;

Thence, 16.0 feet from and parallel to the South line of said Lot 4, North 89° 36' East 110.0 feet to a point;

Thence, North 44° 36' East 14.14 feet to a point;

Thence, 16.0 feet from and parallel to the East line of Lot 4 and Lot 3, North 0° 24' West 110.0 feet to the North line of said Lot 3;

Thence, along the North line of Lot 3, North 89° 36' East, 16.0 feet to the Northeast corner of said Lot 3;

Thence, along the East line of Lot 3 and Lot 4, South 0° 24' East 136.0 feet to the southeast corner of Lot 4;

Thence, along the South line of said Lot 4, South 89° 36' West 136.00 feet to the place of beginning and containing 0.10 acres, more or less.

UTILITY EASEMENT

Beginning at the Southeast corner of Lot 12, Block 6, NCB 13096;

Thence, along the South line of said Lot 12, South 89° 36' West 16.0 feet to a point;

Thence, 16.0 feet from and parallel to the East line of Lots 12 through 22, North 0° 07' East, 722.0 feet to a point;

Thence, North 44° 53' West 14.14 feet to a point;

Thence, 16.0 feet from and parallel to the North line of Lot 22, South 89° 36' West 116.59 feet to the West line of Lot 22;

Thence, along the West line of Lot 22, North 0° 07' East 16.0 feet to the Northwest corner of said lot 22;

Thence, along the North Line of Lot 22, North 89° 36' East 142.73 feet to the Northeast corner of said Lot 22;

Thence, along the east Line of Lots 22 through 12, South 0° 07' West 748.0 feet to the Southeast corner of Lot 12,;

Thence, along the South line of said Lot 12, South 89° 36' West 16.0 feet to the place of beginning and containing 0.33 acres, more or less.

TO HAVE AND TO HOLD the aforescribed premises unto the said Cranbrook Corp, its successors and assigns forever.

WITNESS MY HAND this _____ day of _____, 1963.

CITY OF SAN ANTONIO

BY: _____
Assistant City Manager

AN ORDINANCE 31253

CLOSING AND ABANDONING THE EAST-WEST ALLEY IN NCB 2190; AND AUTHORIZING THE QUITCLAIM THEREOF, SUBJECT TO AN EASEMENT, TO TINER-DAIRIES, INC., IN CONSI- RATION OF THE PAYMENT OF \$750.00

* * * * *

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

1. The East-West alley in NCB 2190, as shown in the attached vacating plat, is hereby closed and abandoned.

2. The City Manager is authorized to execute a Quitclaim to the aforementioned East-West Alley in NCB 2190 to Tiner-Dairies, inc., in consideration of the Payment of the sum of \$750.00, subject to the retention of a utility easement over this 20 foot alley. Said Quitclaim Deed shall not be delivered until proper replatting has been accepted an by the Planning Commis- sion. The replat must contain therein the aforementioned 20 foot utility easement. A copy of proposed quitclaim Deed is attached hereto and incorporated herein by reference.

3. PASSED AND APPROVED this 10th day of April, 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. _____, dated the _____ day of _____, 1963, Duly adopted by the City Council of said City, for and in consideration of the payment of the sum of SEVEN HUNDRED FIFTY DOLLARS AND NO/100 (\$750.00), and other good and valuable consider- ation to it in hand paid by Tiner-Dairies, inc., 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 Tiner-Dairies, Inc., 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: A 20 Foot Alley

Beginning at the West property line of N. Zarzamora Street, and extending West to the East property line of Murry Street and being half way between W. Ruiz Street and W. Leal Street in NCB 2190,

together with all and singular and the hereditaments and appurtenances thereunto belonging or in any wise appertaining. This Quitclaim is subject, however, to a 20 foot utility ease- ment over the land being conveyed by this Quitclaim.

TO HAVE AND TO HOLD the aforescribed premises unto the said Tiner-Dairies, Inc., its successors and assigns forever.

WITNESS MY HAND this _____ day of _____, 1963.

CITY OF SAN ANTONIO

BY: _____
Assistant City Manager

AN ORDINANCE 31254

APPROPRIATING THE SUM OF \$38,195.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT, LEON CREEK OUTFALL SEWER LINE, FRESNO AND OLMOS PAVING PROJECT, STORM DRAINAGE #58 PROJECT, KELLY ACCESS ROAD PROJECT, AND ACCEPTING ONE LICENSE AGREEMENT FOR LEON CREEK SEWER PLANT PROJECT.

* * * * *

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

1. The sum of \$26,025.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961 #479-16 for acquisition of right of way as follows:

a. \$1,775.00 payable to Stewart Title Comapny as escrow agent for Maria A. Lopez for title to North 1/2 of Lot 38, Block 7, New City Block 11,371, being Parcel 410-4710.

b. \$3,200.00 payable to Stewart Title Company as escrow agent for Pablo Vasquez and Hortencia Vasquez for title to Lot 1-b, Block 1, New City Block 11361 being Parcel 427-4727.

c. \$7,800.00 payable to Stewart Title Company as escrow agent for Ethel Williams and H. E. Williams for title to Lots 15 and 16, Block 5, New City Block 11323, being Parcel 505-4805.

d. \$9,200.00 payable to Stewart Title Compa as escrow agent for Melchora Marin, a feme sole for title to Lots 1, 2 and 3, Block 32, New City Block 8070, being Parcel 582-4882.

e. \$3,125.00 payable to St

e. \$925.00 payable to Stewart Title Company as escrow agent for A. H. Fenstermaker for title to 0.0012 pf an acre of land, more or less, in New City Block 8071 being Parcel 592-4892.

f. \$3,125.00 payable to Stewart Title Company as escrow agent for A. H. Fenstermaker for title to Lots 14, 15, 16, 31 and 32, Block 31, New City Block 8069, being Parcels 564-4864 through 566-4866, 574-4874 & 575-4875.

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

2. The sum of \$3,475.00 is hereby appropriated out of Sewer Revenue Fund #204-02 for acquisition of right of way for Leon Creek Outfall Sewer Line Project as follows:

a. \$1,250.00 payable to Alamo Title Company as escrow agent for Gilbert Mazurek and Letha Mazurek for permanent and temporary easement over a tract containing approximately 0.074 acres, a portion of Lot 1, Block 2, County Block 5466-A being Parcel #-542.

b. \$275.00 payable to Alamo Title Company as escrow agent for Maida Reeh Tondre and Charles E. Tondre for permanent and temporary easement over approximately 0.857 acres out of August C. Reeh 133.2 acre tract being 86.2 acres out of M. F Rodriguez Survey No. 4, County Block 4304 and 47 acres out of OCL 18, R. S. Dist. 6, County Block 5467, being Parcel E-548.

c. \$350.00 payable to Alamo Title Company as escrow agent for Claude J. Marty and Kathryn A. Marty for permanent and temporary easement over 0.978 of an acre out of Joseph Marty 479 acre tract out of Jose Angel Navarro Survey No. 5, Bexar County, Texas, being Parcel E-558.

d. \$1,000.00 payable to Alamo Title Company as escrow agent for William O. Davis, et al for permanent and temporary easement over approximately 4.86 acres out of the Wm. O. Davis 432.14 acre tract, being Parcel E-559.

e. \$600.00 payable to Alamo Title Company as escrow agent for L. S. McKean, Minnie Wisdom McKean and G. M. McKean for permanent and temporary easement over approximately 1.87 acres out of the McKean 310 acre tract out of Fernando Rodriguez Survey 6, being Parcel E-565.

Copies of said Agreements for easements are filed herewith and incorporated herein by reference.

3. The sum of \$1,955.00 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. \$620.00 payable to Guaranty Abstract & Title Company as escrow agent for Fannie LaFay Sapp Bullin, et al for title to the North 7.5 feet of Lot 6, Block 59, New City Block 7193, being Parcel 5642.

b. \$600.00 payable to Guaranty Abstract & Title Company as escrow agent for William R. Lambkin for title to the North 7.5 feet of Lot 9, Block 60, New City Block 7210, being Parcel 5655.

c. \$735.00 payable to Guaranty Abstract & Title Company as escrow agent for Elvin Weilbacher and Elsie Weilbacher for title to the South 7.5 feet of Lot 20, Block 63, New City Block 7209, being Parcel 5677.

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

4. The sum of \$5,375.00 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 Cora T. Bivens, et al for title to all of Lots 5 and 6, Block 5, NCB 8262 (Parcels 5390 and 5391, \$750.00) and a tract of land out of Tracts 2 and 3, NCB 8267 (Parcels 5482 and 5483, \$4,625.00). Copies of the Sales Agreement of the aforementioned parcels are filed herewith and incorporated herein by reference.

5. The sum of \$1,340.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way for Kelly Access Road Project, payable to Guardian Abstract and Title Company as escrow agent for Streamline Bowling, Inc., for title to part of Lot 26, NCB 7530, being Parcel 5615. A copy of said Sales Agreement is filed herewith and incorporated herein by reference.

6. The sum of \$25.00 is hereby appropriated out of Sewer Revenue Fund #204 for acquisition of a license Agreement from Missouri Pacific Railroad Company for crossing their right of way in Fernando Rodriguez Survey in connection with the Leon Creek Sewage Plant Project. Said License Agreement is hereby accepted. Parcel 4296. A copy of the License Agreement is filed herewith and incorporated herein by reference.

7. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31255

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF VENDORS AS LISTED BELOW FOR THE PURCHASE OF CERTAIN SPRINKLER SYSTEM MATERIALS FOR THE CITY OF SAN ANTONIO AND APPROPRIATING FUNDS OUT OF PARKS IMPROVEMENT BOND FUND (479-18) in the AMOUNT OF \$1,971.97 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, Trans-Texas Supply Company and Crane Supply Company, dated March 15, 1963 to furnish the City of San Antonio Department of Parks and Recreation with certain items of sprinkler system materials for a total of \$1,971.97 is hereby accepted as follows:

Goldthwaite's of Texas Inc.
8902 Broadway
San Antonio, Texas

Item #1, 47 pcs. asbestos-cement pipe	464.36	
Item #5, 68 ea. valves & Sprinklers	<u>373.42</u>	837.78
Alamo Iron Works		

Alamo Iron Works
P. O. Box 231
San Antonio, Texas

Item #2, 14 ea. Cast iron Fittings	<u>184.35</u>	184.35
------------------------------------	---------------	--------

Trans-Texas Supply Co.
P. O. Box 8030 - Wainwright Sta.
San Antonio, Texas

Item #3, 70 pcs. P.V.C. pipe	<u>682.25</u>	682.25
------------------------------	---------------	--------

Crane Supply Company
1200 E. Houston St.
San Antonio, Texas

Item #4, 529 Pcs. plastic & Galvanized fittings	<u>267.59</u>	<u>267.59</u>
		1,971.97

2. The sum of \$1,971.97 is hereby appropriated from Parks Improvement Bond Fund 479-18 payable to vendors as listed above for certain sprinkler system materials for installation at Lincoln Park for two soft ball fields.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED THIS 10th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31256

*Amended
Ord 31330
5-8-63*

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF VENDORS AS LISTED BELOW FOR THE PURCHASE OF CERTAIN IRRIGATION MATERIALS FOR THE CITY OF SAN ANTONIO AND APPROPRIATING FUNDS OUT OF PARKS IMPROVEMENT BOND FUND (479-18) IN THE AMOUNT OF \$4,441.91 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., Rohan Company Alamo Iron Works and Trans-Texas Supply Co., dated March 15, 1963 to furnish the City of San Antonio, Department of Parks and Recreation with certain items of irrigation materials for a total of \$4,441.91 is hereby accepted as follows:

Goldthwaite's of Texas, Inc.
8902 Broadway
San Antonio, Texas

Item #1, 80 pcs. asbestos-cement pipe	\$1,331.20	
Item #5, Plastic fittings, etc.	<u>384.65</u>	1,715.85

Rohan Company, Inc.
P.O. Box 7337
San Antonio, Texas

Item #2, 106 pcs. asbestos-cement pipe	<u>871.30</u>	871.30
--	---------------	--------

Alamo Iron Works
P. O. Box 231
San Antonio, Texas

	<u>176.31</u>	176.31
--	---------------	--------

Item #3, 11 ea. Cast iron Fittings

4. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31259

AMENDING PARAGRAPH 3 OF ORDINANCE NO. 31193 PASSED AND APPROVED MARCH, 13, 1963, TO CONFORM WITH FEDERAL REGULATIONS PROHIBITING DISCRIMINATION IN URBAN RENEWAL PROJECTS COVERED BY SAID ORDINANCE.

* * * * *

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

1. Paragraph 3 of Ordinance No. 31193, passed and approved by the City Council of the City of San Antonio on March 13, 1963, is hereby amended to read as follows:

"3. That is is cognizant of the conditions that are imposed in the undertaking and carrying out of Urban Renewal projects with Federal financial assistance under Title I, including those prohibiting discrimination because of race, color, creed, or national origin and those relating to the relocation of site occupants, to the provision of local grants-in-aid, and to the requirement that as a condition to the execution of a contract for a loan or capital grant for an urban renewal project the locality present to the Housing and Home Finance Administrator a Workable Program, as set forth in Section 101 (c) of Title I, for utilizing appropriate public and private resources to eliminate and prevent the development or spread of slums and urban blight; and that it is the sense of this body (a) that a feasible method of relocating the families displaced from the urban renewal area, in conformity with Title I can be prepared, and (b) that the local grants-in-aid can and will be provided in an amount which will be not less than one-third of the Net Project Cost of the Project and which, together with the Federal capital grant, will be generally equal to the difference between Gross Project Cost and the proceeds or value of Project land sold, leased, or retained for use in accordance with the urban renewal plan."

2. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31260

AUTHORIZING THE EXECUTION OF A CERTAIN CONTRACT BETWEEN THE CITY AND THE STATE OF TEXAS FOR THE PURPOSES OF DETERMINING THE JOINT RESPONSIBILITIES FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF THE STREET ILLUMINATION SYSTEM ON THE SAN ANTONIO EXPRESSWAY, FROM COLISEUM ROAD (ARTESIA ROAD) TO FRATT ROAD, THE ROUTE OF INTERSTATE HIGHWAY 35.

* * * * *

WHEREAS, the State Highway Engineer acting for and in behalf of the State Highway Commission has made it known to the city that the State will assist the City by participating in the cost of the construction, maintenance and operation of said Street Illumination System conditioned that the City as contemplated by Senate Bill 415, Acts 46th Legislature, Regular Session, will enter into an agreement with the State for determining the responsibility of the parties with reference thereto; and,

WHEREAS, the City by Resolution dated October 10, 1962, accepted Highway Commission Minute Order No. 51826 covering the illumination of I. H. 35 from Rittiman Road to Fratt Road; and,

WHEREAS, the City by this Ordinance accepts Highway Commission Minute Order No. 52516 covering the illumination of I. H. 35 from Artesia Road (Coliseum Road) To Rittiman Road Now, THEREFORE;

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

1. That the City does accept the State Highway Commission Minute Order Number 52516, dated March 21, 1963.

2. That said Street Illumination System shall be constructed, operated and maintained.

3. That the City Manager is hereby authorized to execute for and on behalf of the City an agreement and contract with the State of Texas in accordance with and for the purpose of carrying out the terms and provisions of this ordinance, and in the form attached hereto and marked "Exhibit A".

4. The City Clerk is hereby directed to attest the agreement and contract and to affix the proper seal of the City Thereto.

5. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF STREET ILLUMINATION SYSTEM
WITHIN MUNICIPALITY

STATE OF TEXAS

COUNTY OF TRAVIS

This agreement made this 10th day of April, 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 and ordinance passed the 10th day of April, 1963, 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 construction, maintenance and operation of the street illumination system on the San Antonio Urban Expressway from Artesia Road (Coliseum Road) to Fratt Road, the route of Highway No. I. H. 35, and hereinafter referred to as the "street illumination system", and

WHEREAS, The State Highway Engineer, acting for and in behalf of the State Highway Commission, has made it known to the City that the State will assist the City in the construction, maintenance and operation of said street illumination system, conditioned that the City, as contemplated by Senate Bil 415, Acts 46th Legislature, Regular Session, will enter into an agreement with the State for the purpose of determining the responsibilities of the parties with reference thereto;

A G R E E M E N T

NOW THEREFORE, in consideration of the promises 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:

1. 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 streets and public ways within the incorporated limits of such City, and that the City has requested and consented to the construction, maintenance and operation of the street illumination system, and the State in assisting in the construction, operation and maintenance work does so at the special instance and request of the City.

The section of highway and city street covered by this agreement is designed as a Freeway as defined by House Bill No. 451, acts 52nd Legislature, Regular session. The "Freeway Lines" are the inner pavement lanes designed to serve through traffic and are supported by "Frontage Streets", or outer streets, designed to serve abutting property and adjacent areas. Entrance and exit ramps connect the Freeway Lanes with the Frontage Streets. The street illumination system to be constructed in accordance with the terms of this agreement shall provide for illumination of the Freeway Lanes including entrance and exit ramps and other Freeway traffic interchange installations. The joint responsibilities of the City and State for the construction, maintenance and operation of this street illumination system will be in accordance with the following provisions.

2. Construction Responsibilities

The State will prepare or provide for the plans and specifications, 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 submit plans of the proposed work to the City and will secure the City's consent to construct the facility according to such plans prior to awarding a contract.

The cost of the preliminary engineering performed by the State's employees in preparing plans and specifications, advertising for bids and letting of the construction contract will be borne by the State. The cost of the construction engineering performed by the State in supervising the construction work required by the plans and specifications will be shared by the State and the City, with one-half the cost borne by the City and one-half borne by the State.

It is agreed by both parties hereto that the street illumination system shall be designed to provide an initial average illumination of approximately 0.8 foot-candle on the pavement surface, and that the type of illumination shall be determined by utilizing as a guide the current standard of the Illuminating Engineering Society. It is understood that the illumination intensity is stated in this agreement for the purpose of arriving at a preliminary mutual understanding upon which to base design, and that the illumination intensity may vary on sections or portions of the project as may be found desirable by subsequent engineering studies. Final approval of the amount and extent of illumination shall be evidence by the approval of both parties of the construction plans.

All costs of constructing the street illumination system, including but not limited to such items as conduits, lamp standards, mast arms, reflector units, lamps, bowls, electrical conductors, wiring, etc., will be financed on a co-operative basis, and one-half the cost of such construction will be borne by the City and one-half by the State.

Prior to such time as it is the desire of the City and the State to receive bids for the construction of the Street illumination system covered by this agreement, a separate agreement will be made to cover the financing of each specific project.

3. Maintenance and Operation Responsibilities

A. The City hereby agrees at its expense to furnish the electric energy required for proper operation of the street illumination system, such electric energy to be provided at points on the street illumination system as designated by the state. The City Further agrees to maintain and operate the street illumination system in an efficient and slightly condition.

B. (1) The State hereby agrees to reimburse the City in an amount not to exceed 50% of the cost of the electric energy used by the street illumination system and not to exceed 50% of the cost of the work performed in maintaining and operating the street illumination system in an efficient and slightly condition.

(2) The City and State accept their respective responsibilities as hereinabove defined based upon a pre-determined per lamp total cost of \$40.00 per year. This charge includes cost for electric energy used by the Street illumination system and material, labor and equipment costs for normal maintenance of the system. It does not include the following maintenances:

- (a) Replacement of standards and fixtures that are destroyed or damaged.
- (b) The repairing of buried cable.
- (c) Major repair or replacement of primary transformers.
- (d) Major glass breakage

These Major items of maintenance shall be provided for by the City on a force account basis and one-half of the cost of materials and labor shall be borne by the state.

(3) All requests to the State for payments in accordance with the State's agreed participation in the maintenance and operation costs shall be properly certified and submitted by the City (or the Power Company, if elected by the City) to the District Engineer of the State Highway Department at San Antonio, Texas. Such requests for payment shall be in accordance with forms prescribed by the State Highway Department and shall be submitted at not less than monthly intervals.

(4) The City will assume maintenance and operation on a date to correspond with the date that construction of the street illumination system is completed and accepted by the State. If the illumination system is constructed by sections this provision shall apply to each such separately constructed section.

(5) This section of this agreement, Section 3 headed "Maintenance and Operation Responsibilities", in respect to the City's responsibility for maintaining and operating the street illumination system and the State's responsibility for 50% participation in the cost thereof shall remain in force for a period of two years from date that maintenance and operation responsibilities are first assumed by the City, after which this section of the agreement will be renewed or a new agreement executed covering these responsibilities. It is understood that all other provisions of this agreement shall remain in full force and effect.

4. General

It is understood that the State's financial participation in construction, maintenance and operation will not extend to or include the construction and maintenance of any primary lines or incidental equipment necessary to connect the Freeway illumination system with power stations.

It is understood that the State shall participate in the maintenance and operation work only as long as the project is the route of a State Highway, and it is understood and agreed between the parties hereto that all obligations of the State and City as created herein shall terminate if and when the project is no longer the route of a State Highway.

The Street illumination system shall be jointly owned by the City and State without the right of either party to act independently of the other to sell, donate, or by any other means to relinquish its pro rate ownership interest, or any part thereof, to any third party provided that division of property and equipment shall ultimately be made in the manner heretofore agreed upon. Unless established by subsequent agreement, approved by both parties, neither the City nor the State shall have the right to remove or relocate any part of the Street illumination system except as necessary to accomplish replacement of unserviceable items as required in the normal maintenance and upkeep of the illumination system.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of San Antonio on the 10th day of April, 1963, and the State Highway Department on the _____ day of _____, 19____.

CITY OF SAN ANTONIO

BY: Gerald C. Henckel, Jr.
Assistant City Manager

ATTEST: J. H. Inselmann
City Clerk

The State of Texas

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work program hereto fore approved and authorized by the State Highway Commission:

BY: Administrative Engineer

APPROVAL RECOMMENDED:

District Designing Engineer

District Engineer

Chief Engineer of Highway Design

AN ORDINANCE 31261

AUTHORIZING THE PAYMENT OF THE SUM OF \$2,083.42 TO EXPRESS PUBLISHING COMPANY AND THE SUM OF \$1,995.20 TO THE SAN ANTONIO LIGHT, BOTH SUMS FROM GENERAL FUND ACCOUNT #50-01-01, IN PAYMENT OF PUBLICATION EXPENSE OF ANNUAL REPORT.

* * * * *

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

1. The payment of the following sums from General Fund account #50-01-01, in payment for the cost of preparing and printing the newspaper tabloid of the Annual Report is hereby authorized:

- a. The sum of \$2,083.42 payable to Express Publishing Company
- b. The sum of \$1,995.20 payable to the San Antonio Light.

2. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister,
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31262

AUTHORIZING THE TRANSIT BOARD OF TRUSTEES OF SAN ANTONIO TO SELL NINETEEN BUSES, AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, the Transit Board of Trustees of San Antonio has, pursuant to Section 802, of the Trust Indenture between the City of San Antonio and the National Bank of Commerce of San Antonio, Texas, Trustee, dated as of March 1, 1959, securing City of San Antonio, Texas, Transit System Revenue Bonds, Series 1959, determined that the following buses are not necessary, appropriate, profitable to or for the best interest of the board and the System, or adapted to the proper operation and maintenance of the System, and that the sale of said buses would not constitute the sale or disposal of all or substantially all of the System, and has authorized to the sale of said buses and has requested the City Council of San Antonio to authorized said sale:

Nineteen (19) 32-passenger Model C-36 ACF-Brill buses acquired April 1947.

and

WHEREAS, the City Council of San Antonio has determined, pursuant to said Section of said Trust Indenture, that the above described are not necessary, appropriate, profitable to or for the best interest of the Board and the System, and that the sale of said buses would not constitute the sale or disposal of all or substantially all of the System:

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

1. That the Transit Board of Trustees of San Antonio be, and it is hereby, authorized to sell the following buses:

Nineteen (19) 32-passenger Model C-36 ACF-Brill buses acquired April 1947.

2. That by reason of the necessity for the sale of said buses as soon as practicable, an emergency is hereby declared to exist making it necessary for the preservation of the peace, property, health, and safety that this ordinance become effective immediately upon enactment and it is so enacted.

ADOPTED AND APPROVED on April 10th, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31263

AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND MISSOURI PACIFIC RAILROAD COMPANY WHEREIN THE RAILROAD WILL PAY THE SUM OF \$200,000.00 IN TWO INSTALLMENTS TO THE CITY AS THE RAILROAD'S CONTRIBUTION TO THE CONSTRUCTION OF THE GUADALUPE STREET GRADE SEPARATION AND FOR OTHER CONSIDERATIONS BETWEEN THE PARTIES.

* * * * *

WHEREAS, the Missouri Pacific Railroad Company, hereinafter called the "Railroad" has agreed to pay to the City of San Antonio, hereinafter called the "City", the sum of \$200,000.00, as its contribution to the construction by the City of the Guadalupe Street Grade Separation, and for other considerations as set forth in said agreement, \$100,000.00 to be paid when the construction contract therefor is awarded and this ordinance passed and approved, and the remaining \$100,000.00 upon completion of the work and closing of certain portions of El Paso and San Fernando Streets, as set forth in said agreement; and

WHEREAS, by Ordinance No. 31092, dated February 6, 1963, the construction contract for said Guadalupe Street Grade Separation was awarded to Killian-House Company and was entered into on February 15, 1963; and

WHEREAS, the Railroad has executed said agreement on its behalf; NOW THEREFORE;

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

1. The City Manager is authorized to execute an agreement between the City and the Railroad wherein the Railroad agrees to pay to the City the sum of \$200,000.00, in two installments as above stated, as the contribution by the Railroad to construction of the Guadalupe Street Grade Separation and for other considerations between the parties as set forth in said agreement.

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

3. PASSED AND APPROVED this 10th day of April, 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;

WHEREAS, The City of San Antonio, Bexar County, Texas, has decided to construct and overpass spanning railroad tracks and property of the Missouri Pacific Railroad Company located on and adjacent to Guadalupe Street, in the City of San Antonio; and,

WHEREAS, the Missouri Pacific Railroad Company has agreed to participate in the cost of construction of said overpass as hereinafter provided;

NOW THEREFORE:

WITNESS this agreement entered into by and between the City of San Antonio, hereinafter referred to as "City" and the Missouri Pacific Railroad Company, hereinafter referred to as "Railroad," to-wit:

1. In consideration of the construction by the City of an overpass on Guadalupe Street, which said overpass shall span the railroad tracks and property of the Railroad, and in further consideration of the closing by the City of portions of El Paso and San Fernando Streets as hereinafter provided for in paragraph 6, the Railroad, upon the award of the contract for construction of the overpass on Guadalupe street, will pay to the City of San Antonio the sum of One Hundred Thousand Dollars (\$100,000.00) in cash, and after passage of an ordinance closing said hereinafter described portions of El Paso and San Fernando Streets, and the actual closing of the same pursuant thereto, the Railroad agrees to pay to the City of San Antonio an additional sum of One Hundred Thousand Dollars (\$100,000.00) in cash, the Total amounts in cash to be contributed by the Railroad to equal the sum of Two Hundred Thousand Dollars (\$200,000.00) as herein provided for. Said payments shall discharge all obligations of the Railroad respecting said overpass except as expressly provided herein.

2. It is agreed and understood by the parties hereto that the overpass referred to herein shall be constructed in accordance with plans and specifications to be drawn by the City subject to the approval by the Railroad. Railroad expressly agrees to provide to the City at no cost whatsoever, an easement upon and over the right-of-way or property of the railroad, which is necessary for right-of-way purposes in the construction of said overpass hereinabove referred to only in accordance with the plans and specifications of the City and also subject to the approval by the Railroad. It is understood and agreed that said easement will be made and given without any warranty whatsoever, either express or implied, and will specifically provide that Railroad does not grant an easement to any greater estate in said property than is owned by the Railroad. Nothing in said easement or in this agreement shall deprive the Railroad of the continuing use of its right-of-way, or interfere therewith except as may be necessary for the construction and use of said overpass.

3. It is further agreed and understood by and between the parties hereto that Guadalupe Street shall remain open at grade after completion of the overpass primarily to accommodate local traffic which would be inconvenienced by the use of the grade separation structure. The Railroad, without cost to the City, will provide necessary easement without warranty, express or implied, across its property to relocate the grade crossing and without cost to the City, will construct and maintain plank crossing and walkways across that portion of the street occupied by railroad tracks, being that area between the rails and to the ends of the ties outside the rails of each track, all in accordance with plans and specifications jointly prepared and approved by the City and Railroad. All other necessary expenses incurred by the Railroad except as is expressly provided herein making such grade crossing usable for traffic shall be reimbursed to the Railroad.

4. The Railroad, at its sole cost, covenants and agrees to install and maintain necessary automatic signal devices at the grade railroad crossing on Guadalupe Street. When El Paso and San Fernando Streets are closed as provided herein, the existing crossing watchman system will be discontinued and will no longer be required by the City, and automatic signal safety devices will be installed by the Railroad, at its sole cost, as hereinbefore stated, at the grade crossings on Guadalupe Street substantially similar to the signal system installed at the grade crossings of the Railroad's tracks at Commerce Street.

5. The Railroad, at its sole cost, covenants and agrees to install and maintain necessary automatic signal safety devices at West Martin and Morales Streets where those streets cross its tracks. Crossing watchmen will be not thereafter required, and the existing crossing watchman system will be thereafter discontinued at these crossings.

6. The City of San Antonio Expressly agrees to close the following portions of the hereinafter described streets:

That portion of El Paso Street lying and being situated from the West Line of Medina Street to the East Line of Salado Street,'

That portion of San Fernando Street being situated from the West line of Medina Street to the East line of Salado Street.

The parties hereto agree that the portions of El Paso and San Fernando immediately above referred to shall be closed at such time as the City Council may deem it advisable, provided, however, that in any event it is agreed and understood by and between the parties that the above referred to portions of El Paso and San Fernando Streets shall be closed not later than expiration of ten (10) days after the overpass hereinabove referred to shall have been constructed and opened for use by the general public. The City may at its cost for temporary use after notice to the Railroad reopen El Paso Street Across the Railroad's tracks when the Guadalupe Street Overpass is closed to traffic. The Railroad hereby and herewith grants to the City an easement within the existing boundaries of El Paso Street for such purpose.

7. The City hereby and herein agrees that the Railroad, without cost to the City, may lay an unlimited number of railroad tracks across Guadalupe Street situated between Medina and Salado Streets; but said privilege shall be withheld until the completion of the construction of the above referred to overpass and dedication of same to the general use of the public, provided that the City hereby agrees that the Railroad may lay additional tracks across Guadalupe Street during the construction of said overpass, which are necessary due either to the rearrangement of tracks to permit the construction of the overpass to to permit continued use of its railroad yard facilities. The Railroad, without cost to the City, Will construct and maintain plank crossings and walkways across that portion of said streets occupied by railroad tracks, being that area between the rails and to the ends of the ties outside the rails of each track.

8. The City hereby agrees that after completion of the construction of said overpass that City shall thereafter maintain said overpass and the roadway areas passing thereover and the abutments, all appurtenances, and the drainage system thereto.

9. During the construction of said overpass, the Railroad hereby agrees to coordinate its operations with the construction contractor so that as little delay as possible with the progress of said construction will result. For example, no Railroad activities other than regularly scheduled trains will be left of the right-of-way of Guadalupe Street more than absolutely necessary when it will interfere with the operation of the contractor. Representatives of Railroad, Contractor and City will be responsible for coordinating this activity.

10. The parties hereto agree that the City claims ownership in fee to Guadalupe Street. However, nothing in this agreement is intended as a determination between the parties which would deprive either the City or the Railroad of title to any property except as expressly provided herein.

EXECUTED This 15th day of April, A. D., 1963.

CITY OF SAN ANTONIO
B. J. Shelley,
BY: City Manager

MISSOURI PACIFIC RAILROAD COMPANY
BY: J.H. Lloyd

AN OR DINANCE 31264

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MOTOROLA C. AND E. INC., FOR THE PURCHASE OF CERTAIN RADIO COMMUNICATION EQUIPMENT AS ITEMIZED IN BID IN THE AMOUNT OF \$56, 905 LESS \$1,200.00 VOLUME DISCOUNT FOR A NET TOTAL OF \$55,705.00.

* * * * *

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

1. The attached low qualified bid of Motorola C. & E. Inc., dated April 5, 1963, to furnish the City of San Antonio various departments with certain radio communication equipment for \$56,905.00 less \$1,200.00 volume discount for a net total of \$55,705.00 is hereby accepted.

2. Payment to be made from General Fund 1-01 as follows:

Account no.	Code	Amount	
07-02-01	5-20	\$ 3,912.00	
07-03-08	5-20	3,285.00	
07-04-01	5-20	31,474.00	
07-04-03	5-20	6,080.00	\$ 44,751.00
08-04-01	5-20	8,988.00	8,988.00
09-01-01	5-20	852.00	852.00
10-03-03	5-20	180.00	180.00
23-01-01	5-20	467.00	
23-02-03	5-20	467.00	934.00
			\$ 55,705.00

- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister,
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31265

ACCEPTING THE LOW BID OF KENNEDY ASSOCIATES FOR CONSTRUCTION OF EQUIPMENT STORAGE AND SERVICE BUILDING AT OLMOS GOLF COURSE: AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR: AUTHORIZING THE SUM OF \$6,509.46 PAYABLE TO KENNEDY ASSOCIATES OUT GENERAL FUND SPECIAL PROJECTS ACCOUNT 11-03-18, CODE 5-08.

* * * * *

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

- 1. The attached low bid of Kennedy Associates in the amount of \$6,509.46 for the construction of equipment storage and service building at Olmos Gold Course is hereby accepted.
- 2. The City Manager is hereby authorized to execute the standard public works contract for the project mentioned in paragraph 1 above.
- 3. The Contract is attached hereto and made a part hereof.
- 4. The Sum of \$6,509.46 is hereby authorized out of General Fund Special Projects Account 11-03-18, Code 5-08 payable to Kennedy Associates.
- 5. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31266

*Repealed, 8-27-64
Ord. 32, 720*

AMENDING ORDINANCE 31243, DATED APRIL 3, 1963 to IDENTIFY THE PREVAILING WAGE RATES ADOPTED AS THOSE APPLYING TO THE BUILDING CONSTRUCTION TRADES, AND ADOPTING THE PREVAILING WAGE RATES APPLYING TO HEAVY CONSTRUCTION OR ENGINEERING TYPE PROJECTS, ALL IN CONNECTION WITH ALL CITY PUBLIC WORKS CONTRACTS.

* * * * *

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

- 1. Ordinance No. 31243, passed and approved April 3, 1963, is hereby amended by adding subparagraph 3.1 and 3.2 as follows:

- 3.1 The prevailing wage rates attached to and made a part of Ordinance 31243 shall apply to those Public Works Contracts involving the building construction trades.
- 3.2 The prevailing wage rates attached to this amendment and made a part of this Ordinance shall apply to any projects involving heavy construction or engineering type work.

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

- 3. PASSED AND APPROVED this 10th day of April, 1963.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

PREVAILING WAGE RATES FOR SAN ANTONIO BUILDING CONSTRUCTION TRADES AS ADOPTED BY THE CITY COUNCIL ON APRIL 3, 1963, AS AMENDED ON APRIL 10, 1963.

<u>Name of Craft</u>	<u>Wage Per Hour</u>	<u>Overtime Rate</u>
ASBESTOS WORKERS #87	July 1, 1962	
Journeyman	\$ 4.00	
Foreman	\$ 4.25	

Name of Craft	Wage Per Hour	Overtime Rate
1st. Year Improver	53% of Journeyman Rate	Double Time
2nd. Year Improver	60% of Journeyman Rate	Double Time
3rd. Year Improver	70% of Journeyman Rate	Double Time
4th. Year Improver	80% of Journeyman Rate	Double Time
Welfare Fund	\$ 0.10 per hour	
Pension Fund	\$ 0.10 per hour	

TRAVEL TIME: 13¢ per road mile from City Hall of San Antonio, Texas - over 25 Miles - room and board \$7.00 per day for each day worked up to a maximum of \$49.00 per week. On room and board job 8¢ permile. 10 to 15 mile radius \$1.00 per day, 15 to 20 mile radius \$2.00 per day. 20 to 25 mile radius \$3.00 per day.

BOILERMAKERS #577 May 10, 1962

Boilermaker or Blacksmith-Journeyman	\$ 4.00	Double Time
Boilermaker or Blacksmith-Helper	\$ 3.75	Double Time
Boilermaker or Blacksmith-Foreman	\$ 4.50	Double Time
Boilermaker or Blacksmith-Asst. Foreman	\$ 4.25	Double Time
Health & Welfare Plan	\$ 0.10 per hour	
Pension Plan	\$ 0.10 per hour	
Apprenticeship training	\$ 0.01 per hour	

TRAVEL TIME: 9¢ per mile - 40 miles - City limits

BRICKLAYERS #2 February 8, 1963

Journeyman-Bricklayer-Stone Mason or Caulker	\$ 4.08	Double Time
Foreman - Bricklayer-Stone Mason or Caulker	\$ 4.33	Double Time

APPRENTICE - Bricklayer-Stone Mason or Caulker

1st. 6 mo.	\$ 1.25	Double Time
2nd. 6 mo.	\$ 1.84	Double Time
3rd. 6 mo.	\$ 2.24	Double Time
4th. 6 mo.	\$ 2.65	Double Time
5th. 6 mo.	\$ 3.06	Double Time
6th. 6 mo.	\$ 3.67	Double Time

CARPENTERS #14 July 1, 1962

Journeyman	\$ 3.50	Double Time
Sawman	\$ 3.625	Double Time
Foreman	\$ 3.87 1/2	Double Time
APPRENTICE:	July 1, 1962	

1st. Year	\$ 2.00	Double Time
2nd. year	\$ 2.55	Double Time
3rd. year	\$ 2.80	Double Time
4th. year	\$ 3.10	Double Time

TRAVELING TIME: 6¢ per mile - 5 miles out of City limits.

CEMENT MASONS #178 July 15, 1962

Journeyman Cement Mason	\$ 3.50	Time and one-half
Foreman Cement Mason	\$ 3.75	Time and one-half
Machine Operator Mason	\$ 3.75	Time and one-half

NOTE: Sundays and legal holidays are paid double time.

TRAVELING TIME: 6¢ per mile to and from job.

APPRENTICE:

1st. 6 mo.	50% of journeyman rate	Time and one-half
2nd. 6 mo.	55% of journeyman rate	Time and one-half
3rd. 6 mo.	60% of journeyman rate	Time and one-half
4th. 6 mo.	70% of journeyman rate	Time and one-half
5th. 6 mo.	80% of journeyman rate	Time and one-half
6th. 6 mo.	90% of journeyman rate	Time and one-half

LABORERS #93 June 30, 1962

Power buggy operator	\$ 1.86 1/2	
Mortar Mixers, Plasterers' tenders and Hod Carriers	\$ 2.12 1/2	
Mason Tenders	\$ 1.86 1/2	
Common Laborers	\$ 1.75	
Air Tool & Vibrator operators	\$ 1.84 1/2	
Pipe layers (non-metallic)	\$ 1.75	
Bell Hole Man	\$ 1.94 1/2	
Stem Men	\$ 2.04 1/2	
Cement Finishers' helpers	\$ 1.86 1/2	

<u>Name of Craft</u>	<u>Wage per Hour</u>	<u>Overtime Rate</u>
----------------------	----------------------	----------------------

Rate of Overtime: All work in excess of eight (8) hours in any one day and in excess of forty (40) hours in any work week shall, in the case of all classifications except those working as tenders of mechanics, be paid for at the rate of time and one-half the employee's regular rate. The overtime of a tender shall be based upon the tender's regular rate and the same number of times for overtime as the mechanic he is tending. Where daily overtime is paid, there shall be no duplicate payment for any resultant weekly overtime.

Electrical workers #60 July 1, 1962

Journeyman	\$ 3.92 1/2
Cable Splicer	\$ 4.17 1/2
General Foreman - not less than 25¢ and hour above the rate of a foreman	
Foreman - not less than 25¢ an hour above the rate of the journeyman	
Pension Plan - 1% of gross Pay	
10¢ per hour withheld for Vacation Fund	
1/4 of 1% of Gross Payroll contributed to Apprentice & Training Fund	

TRAVELING TIME: 25 miles or less - 7¢ per mile
25 miles or more - one round trip duration of job.

APPRENTICES:

1st. 6 mo.	40% of journeyman rate
2nd. 6 mo.	45% of journeyman rate
3rd. 6 mo.	50% of journeyman rate
4th. 6 mo.	55% of journeyman rate
5th. 6 mo.	60% of journeyman rate
6th. 6 mo.	65% of journeyman rate
7th. 6 mo.	70% of journeyman rate
8th. 6 mo.	75% of journeyman rate

OVERTIME RATE: Work performed at 5 p.m., until midnight, Monday through Friday inclusive, and on Saturday 8 A.m. to 5 p.m. shall be paid for at the rate of time and one-half. Work performed outside of the above stated hours and on Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or days observed as such shall be paid for at the rate of double time. No work shall be performed on Labor Day except in case of emergency.

ELEVATOR CONSTRUCTORS #81 October 24, 1962

Journeyman	\$ 3.96
Helper	\$ 2.77
Probation Helper	\$ 1.98

NOTE: After 4 p.m. and before 8 a.m. during week or call back is time and one-half. Sundays and holidays, repair and construction is double time.

MASTER MECHANIC AND ASSISTANT
MASTER MECHANIC

Wage rate for a Master Mechanic shall be at least twenty-five cents (25¢) per hour above an Assistant Master Mechanic or a Journeyman, as the case may, and an Assistant Master Mechanic shall have a wage rate of at least twenty-five cents (25¢) per hour above the highest paid journeyman.

TRAVELING TIME: Within a fifty mile radius of the Bexar County Court House
\$ 3.00 per day
Fifty miles or more from the Bexar County Court House
\$ 5.00 per day

LATHERS #301 December 1, 1962

Journeyman	\$ 4.00
Foreman	\$ 4.25

PAINTERS #172 April 1, 1962

All painting and preparatory work that requires application above two stories on exterior shall be twelve and one-half cents (12 1/2¢) per hour above basic rates of pay.

Journeyman, brush	\$ 3.00	Time and one-half
Painting on Structural Steel, Including fire Escapes	\$ 3.25	Time and one-half
Spray gun operator & Sand blast operator on Structural steel, tanks and etc.	\$ 3.50	Time and one-half
Spray gun operator, pressure paint roller and hand roller	\$ 3.25	Time and one-half
Painter, hot paint & other injurious materials	\$ 3.25	Time and one-half
Glazier	\$ 3.00	Time and one-half
Paperhanger	\$ 3.00	Time and one-half
Taper and floater	\$ 3.00	Time and one-half

Foreman shall receive twenty-five cents (25¢) per hour above the base rate of majority of his crew, when crew exceed four (4) men.

General foreman shall receive twenty-five cents (25¢) per hour above the base rate of the foreman.

APPRENTICES:

1st. 6 mo. - 43% of Journeyman rate \$ 1.29	Time and one-half
---	-------------------

2nd. 6 mo. - 48% of Journeyman rate	\$ 1.44	Time and one-half
3rd. 6 mo. - 53% of Journeyman rate	\$ 1.59	Time and one-half
4th. 6 mo. - 60% of Journeyman rate	\$ 1.80	Time and one-half
5th. 6 mo. - 70% of Journeyman rate	\$ 2.10	Time and one-half
6th. 6 mo. - 80% of Journeyman rate	\$ 2.40	Time and one-half

TRAVELING TIME: 5¢ per mile beyond City transportation.

MILLWRIGHTS #2219

April 1, 1963

Millwrights, journeyman	\$ 3.80	Double Time
Millwrights, foreman	\$ 4.05	Double Time
Millwrights, Gen. Foreman	\$ 4.30	Double Time

APPRENTICES:

1st. 6 mo.	55% of journeyman rate	Double Time
2nd. 6 mo.	60% of journeyman rate	Double Time
3rd. 6 mo.	65% of journeyman rate	Double Time
4th. 6 mo.	70% of journeyman rate	Double Time
5th. 6 mo.	75% of journeyman rate	Double Time
6th. 6 mo.	80% of journeyman rate	Double Time
7th. 6 mo.	85% of journeyman rate	Double Time
8th. 6 mo.	90% of journeyman rate	Double Time

TRAVELING TIME: 50 miles or more from the City Hall, San Antonio, Texas, shall be paid travel time at the rate of 9¢ per road mile one way, upon reporting to job, and 9¢ per road mile return trip shall be paid on job completion, or when laid off.

\$5.00 per day subsistence on projects 50 miles or more from the Bexar County Courthouse, with a maximum of 5 days to be paid on any one call out period.

OPERATING ENGINEERS #450

July 1, 1962

HEAVY EQUIPMENT

Operators of equipment used in hoisting and erecting structural steel, and tanks and pipe

	\$ 3.75	Double Time
All rollers - 5 tons or over	\$ 3.75	Double Time
All Fdn. Drilling rigs	\$ 3.75	Double Time
Scoopmobile	\$ 3.75	Double Time
Heavy duty mechanic	\$ 3.75	Double Time
Blade graders, self propelled	\$ 3.75	Double Time
Bull Clams	\$ 3.75	Double Time
Back filler	\$ 3.75	Double Time
Derricks, power operated, all types	\$ 3.75	Double Time
Draglines	\$ 3.75	Double Time
Bulldozers	\$ 3.75	Double Time
Cable-way	\$ 3.75	Double Time
Cranes, power operated, all types	\$ 3.75	Double Time
Elevating graders, self-propelled	\$ 3.75	Double Time
Hoist, two drum or more	\$ 3.75	Double Time
Mix-Mobile	\$ 3.75	Double Time
Winch truck	\$ 3.75	Double Time
Locomotives	\$ 3.75	Double Time
Mixers, 14 cu. ft. or over	\$ 3.75	Double Time
Paving mixers, all sizes	\$ 3.75	Double Time
Piledrivers	\$ 3.75	Double Time
Scrapers	\$ 3.75	Double Time
Trenching machines, all sizes	\$ 3.75	Double Time
High lifts	\$ 3.75	Double Time
Back Hoe	\$ 3.75	Double Time
Gradall	\$ 3.75	Double Time
Shovel, power operated, gasoline or diesel-driven welding machine, 7 or 12	\$ 3.75	Double Time
Euclid	\$ 3.75	Double Time
Pumpcrete machine operator	\$ 3.75	Double Time
Turn-pulls	\$ 3.75	Double Time
DW-10 Caterpillar & Similar Tractors	\$ 3.75	Double Time
Rock Crusher operator on job	\$ 3.75	Double Time
Forklift used on construction	\$ 3.75	Double Time
Clam Shell operator	\$ 3.75	Double Time
Air compressor, 2 or more machines 85 cu. ft. or larger	\$ 3.75	Double Time
All other equipment of similar nature, coming within the heavy equipment class, when power operated	\$ 3.75	Double Time

LIGHT EQUIPMENT

BUILDING elevator used on const.	\$ 3.35	Double Time
Roller under 5 ton	\$ 3.35	Double Time
Pneumatic Roller	\$ 3.35	Double Time
Blade graders, towed	\$ 3.35	Double Time
Flex planes	\$ 3.35	Double Time
Form Gradars	\$ 3.35	Double Time
Hoist, single drum	\$ 3.35	Double Time
Mixers, less than 14 cu. ft.	\$ 3.35	Double Time
Pulsometers	\$ 3.35	Double Time
Truck crane drivers	\$ 3.35	Double Time
Air compressor - anytime there are two attachments operating on a 105 cu. ft. air compressor, or less, a light equipment operator shall be employed, any compressor over 105 cu. ft. shall have a light equipment operator	\$ 3.35	Double Time
Pump, 2 1/2 or larger shall require a light equipment operator	\$ 3.35	Double Time

two to six welding machines \$ 3.35 Double Time
 All other equipment of similar nature coming within the light equipment class, when power operated \$ 3.35

OTHER CLASSIFICATIONS

Fireman \$ 2.80 Double Time
 Oiler \$ 2.70 Double Time

PLASTERERS #178 December 1, 1962

Journeyman \$ 4.12 1/2 Time & one-half
 Foreman \$ 4.37 1/2 Time & one-half

APPRENTICES:

1st. 6 mo. 35% of Journeyman rate Time & one-half
 2nd. 6 mo. 40% of Journeyman rate Time & one-half
 3rd. 6 mo. 45% of Journeyman rate Time & one-half
 4th. 6 mo. 50% of Journeyman rate Time & one-half
 5th. 6 mo. 55% of Journeyman rate Time & one-half
 6th. 6 mo. 60% of Journeyman rate Time & one-half
 7th. 6 mo. 75% of Journeyman rate Time & one-half
 8th. 6 mo. 85% of Journeyman rate Time & one-half

NOTE: Sundays and legal holidays are paid double time.

PLUMBERS AND PIPEFITTERS #142 July 1, 1962 to June 30, 1963.

Journeyman: \$ 4.025
 Foreman: \$ 4.275
 General Foreman: \$ 4.525
 Superintendent: \$ 4.65

APPRENTICES:

(hour of training)
 Under 2000 hours (first year) 40%
 July 1, 1962 to June 30, 1963 \$ 1.61
 2000 - 4000 hours (Second year) 50%
 July 1, 1962 to June 30, 1963 \$ 2.0125
 4000 - 6000 hours (third year) 60%
 July 1, 1962 to June 30, 1963 \$ 2.415
 6000 - 8000 (Fourth year) 70%
 July 1, 1962 to June 30, 1963 \$ 2.8175
 8000 - 10000 hours (fifth year) 80%
 July 1, 1962 to June 30, 1963 \$ 3.22

Provided, during his final 1000 hours (6 months) of training and apprentice may upon approval by Joint Apprenticeship Committee be classified as an "Apprentice improver" who, having been so classified, shall work alone or without immediate supervision of a journeyman and with respect to such work shall be paid at a rate equal to an amount which is twenty-five cents (25¢) Below the appropriate regular hourly rate of pay for journeyman.

NOTE: Work performed after 5 PM, Monday through Friday, shall be paid for at the rate of time and one-half pay. Work performed outside of the above-stated working hours and on Saturdays, Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day (or days observed as such) shall be paid for at the rate of double time pay.

TRAVELING TIME: Traveling expenses shall accrue at the rate of 10¢ per mile. Room and board \$7.50 per day, 7 days per week.

ROOFERS #138 December 14, 1961

Journeyman \$ 2.00 Time & one-half
 Shingle, asbestos & slate \$ 2.35 Time & one-half
 Foreman \$ 2.60 Time & one-half
 Kettleman \$ 1.70 Time & one-half

APPRENTICES:

1st. 6 mo. \$ 1.35 Time & One-half
 2nd. 6 mo. 65% of Journeyman rate Time & one-half
 3rd. 6 mo. 70% of Journeyman rate Time & one-half
 4th. 6 mo. 75% of Journeyman rate time & one-half
 5th. 6 mo. 80% of Journeyman rate Time & one-half
 6th. 6 mo. 90% of Journeyman rate Time & one-half

TRAVELING TIME: One way only Board and Lodging - \$ 5.00 per day.

SHEET METAL # 67 July 1, 1962

Journeyman \$ 3.87 1/2 Double Time
 Foreman - not less than \$ 4.12 1/2 Double Time
 Gen. Foreman - not less than \$ 4.25 Double Time

APPRENTICES:

1st. 6 mo.	50% of Journeyman rate	Double Time
2nd. 6 mo.	55% of Journeyman rate	Double Time
3rd. 6 mo.	60% of Journeyman rate	Double Time
4th. 6 mo.	65% of Journeyman rate	Double Time
5th. 6 mo.	70% of Journeyman rate	Double Time
6th. 6 mo.	75% of Journeyman rate	Double Time
7th. 6 mo.	80% of Journeyman rate	Double Time
8th. 6 mo.	85% of Journeyman rate	Double Time

\$ 7.50 Daily Out-of-Town Allowance

TILE SETTERS, TERRAZZO WORKERS, & MARBLE MASONS

March 8, 1963

Journeyman - Tile Setters	\$ 3.25	Double Time
Foreman - Tile Setters	\$ 3.50	Double Time
Journeyman - Marble Masons	\$ 3.8750	Double Time
Foreman - Marble Masons	\$ 4.1250	Double Time
Journeyman - Terrazzo Workers	\$ 3.3750	Double Time
Foreman- Terrazzo Workers	\$ 3.6250	Double Time

APPRENTICES:

1st. 6 mo.	\$ 1.25	Double Time
2nd. 6 mo.	45% of Journeyman rate	Double Time
3rd. 6 mo.	55% of Journeyman rate	Double Time
4th. 6 mo.	65% of Journeyman rate	Double Time
5th. 6 mo.	75% of Journeyman rate	Double Time
6th. 6 mo.	90% of Journeyman rate	Double Time

STRUCTURAL ORNAMENTAL IRON WORKERS #66

September 1, 1962

Structural	\$ 3.87 1/2	Double Time
Ornamental	\$ 3.87 1/2	Double Time
Reinforcing	\$ 3.62 1/2	Double Time
Machinery Mover, Rigger machinery erector	\$ 3.87 1/2	Double Time
Welder	\$ 3.87 1/2	Double Time
Fence Erector	\$ 3.87 1/2	Double Time
Sheeter	\$ 4.02 1/2	Double Time
Bucker-Up	\$ 4.02 1/2	Double Time

GENERAL FOREMAN, not less than 50¢ above Journeyman scale.
FOREMAN, not less than 25¢ above Journeyman scale.

APPRENTICE: Effective the first full payroll period beginning on or after Sept. 1, 1962, the following minimum hourly wage rates shall apply to the classifications as indicated below and shall continue in force and effect until midnight, August 31, 1963.

CLASSIFICATIONS (EFFECTIVE SEPTEMBER 1, 1962)

1st. 6 mo.	60% of journeyman scale	
Structural \$ 2.33	Reinforcing \$ 2.18	Sheeter & Bucker-up \$ 2.42
2nd. 6 mo.	70% of journeyman scale	
Structural \$ 2.71	Reinforcing \$ 2.54	Sheeter & Bucker-up \$ 2.82
3rd. 6 mo.	75% of journeyman scale	
Structural \$ 2.91	Reinforcing \$ 2.72	Sheeter & Bucker-up \$ 3.02
4th, 6 mo.	80% of journeyman scale	
Structural \$ 3.10	Reinforcing \$ 2.90	Sheeter & Bucker-up \$ 3.22

STRUCTURAL ORNAMENTAL IRON WORKERS # 66

5th. 6 mo.	85% of Journeyman scale	
Structural \$ 3.29	Reinforcing \$ 3.08	Sheeter & Bucker-up \$ 3.42
6th. 6 mo.	90% of Journeyman scale	
Structural \$ 3.49	Reinforcing \$ 3.26	Sheeter & Bucker-up \$ 3.62

TRAVEL TIME: At least \$ 3.00 per day subsistence on projects outside of Bexar County, and within a fifty (50) mile radius of the Bexar County Court House.

At least \$ 5.00 per day subsistence on projects fifty (50) miles or more from the Bexar County Court House.

REVISED: April 2, 1963.

PREVAILING WAGE RATES FOR SAN ANTONIO HEAVY CONSTRUCTION TRADES AS ADOPTED BY THE CITY COUNCIL ON APRIL 3, 1963, AS AMENDED ON APRIL 10, 1963.

CLASSIFICATION

WAGE PER HOUR

Air Tool Man	\$ 1.25
Asph. Heaterman	\$ 1.50
Asph. Raker	\$ 1.50
Asph. Shoveler	\$ 1.15
Batching Plant Scaleman	\$ 1.35
Batterboard Setter	\$ 1.50
Carpenter, Rough	\$ 1.75
Carpenter Helper, Rough	\$ 1.25
Conc. Finisher (Pavg.)	\$ 2.00
Conc. Finisher Hlpr. (Pavg.)	\$ 1.50
Conc. Finisher (Strs.)	\$ 1.50
Conc. Finisher Hlpr. (Strs.)	\$ 1.25
Conc. Rubber	\$ 1.25
Electrician	\$ 3.00
Electrician Hpr. Senior	\$ 1.75
Electrician Hpr. Junior	\$ 1.25
Fireman	\$ 1.75
Form Builder (Strs.)	\$ 1.25
Form Builder Hlpr. (Strs.)	\$ 1.50
Form Liner (Pavg. & Curb)	\$ 1.50
Form Setter (Pavg. & Curb)	\$ 1.225
Form Setter (Pavg. & Curb) Hlpr.	\$ 1.75
Form Setter (Strs. (Pavg. & Curb))	\$ 1.25
Form Setter Hlpr. (Strs.)	\$ 1.15
Laborer, Common	\$ 1.25
Laborer, Semi-Skilled	\$ 2.75
Lineman	\$ 1.75
Lineman Helper	\$ 1.50
Manhole Bldr., Brick	\$ 2.00
Mechanic	\$ 1.25
Mechanic Helper	\$ 1.25
Oiler	\$ 1.75
Painter (Strs.)	\$ 1.25
Painter Helper (Strs.)	\$ 1.50
Piledriverman	\$ 1.25
Pipe Layer	\$ 1.15
Pipe Layer Hlpr.	\$ 2.00
Pneumatic Mortarman	\$ 1.25
Powderman	\$ 2.00
Powderman Hlpr.	\$ 1.25

POWER EQUIPMENT OPERATORS:

Asph. Distributor	\$ 1.50
Asph. Pavg. Machine	\$ 2.00
Bulldzr., 80 HP & Less	\$ 1.50
Bulldzr., over 80 Hp, Fine Gr.	\$ 1.75
Bulldzr., Over 80 HP.	\$ 1.75
Conc. Pavg. Curing Machine	\$ 1.50
Conc. Pavg. Finsh'g Mach.	\$ 1.75
Conc. Pavg. Form Grdr.q	\$ 1.75
Conc. Pavg. Gang Vbrtr.	\$ 1.75
Conc. Pavg. Joint Machi.	\$ 2.00
Conc. Pavg. Longt'dl. Float	\$ 1.75
Conc. Pavg. Saw.	\$ 1.75
Conc. Pavg. Sprdr.	\$ 1.75
Conc. Pavg. Sub-Grader	\$ 1.75
Crane, clamshell, backhoe, derrick, d'line, Shovel, (Less than 1 1/2 C. Y.) Fine Gr.	\$ 2.00
Crane, Clamshell, backhoe, derrick, d'line, Shovel (Less than 1 1/2 C. Y.)	\$ 2.00
Crane, Clamshell, backhoe, derrick, d'line, shovel (1 1/2 C.Y. & Over) Fine. Gr.	\$ 2.00
Crane, Clamshell, backhoe, derrick, d'line, Shovel	\$ 1.75
Crusher or Scrn'g. Plnt. Op.	\$ 1.50
Elevating Grader	\$ 1.75
Form Loader	\$ 1.50
Foundation Drill Operator, Crawler Mounted	\$ 2.25
Foundation Drill Operator, Truck Mounted	\$ 1.75
Front End Loader (L C. Y. & Less)	\$ 1.25
Front End Loader (over 1 C. Y.)	\$ 1.50
Hoist (Dbl. Drum & Less)	\$ 1.50
Hoist (Over 2 drums)	\$ 1.50
Mixer (Over 16 C. F.)	\$ 2.075
Mixer (16 C. F. & Less)	\$ 2.00
Mixer (Conc. Pavg.)	\$ 2.00
Motor Grader Opr. Fine Gr.	\$ 1.50
Motor Grader Oper.	\$ 1.50
Paint Striping Machine	\$ 1.50
Pump Crete	\$ 1.50
Roller, Stl. Whl. (Plant-Mix Pvmts.)	\$ 1.50
Roller, Stl. Whl. (Other)	\$ 1.50
Roller, Pneumatic, S. P.	\$ 1.25
Scrapers (7 C. Y. & Less)	\$ 1.75
Scrapers (Over 7 C. Y.) Fine Gr.	\$ 1.75
Scrapers (Over 7 C. Y.)	\$ 1.75
Side Boom	\$ 1.75
Tractor (Crl. Type) 80 HP & Less	\$ 1.25
Tractor (Crl. Type) over 80 HP	\$ 1.25
Tractor (Pneu.) 80 HP & Less	\$ 1.25

Tractor (Pneu.) over 80 HP	\$ 1.50
Traveling Plant (Stabil.)	\$\$\$ 2.00
Trenching Machine, Light	\$\$\$ 1.625
Trenching Machine, Heavy	\$\$\$ 1.85
Wagon Drill	\$ 1.90
Reinf. Stl. Setr. (Pavg.)	\$\$\$ 1.50
Reinf. Stl. Setr. (Strs.)	\$\$\$ 1.75
Reinf. Stl. Setr. Hlpr.	\$\$\$ 1.15
Steel Worker (Strl.)	\$\$\$ 2.00
Steel Worker Hlpr. (Strl.)	\$\$\$ 1.25
Spreader Box Man	\$\$\$ 1.25
Swamper	\$ 1.25

TRUCK DRIVERS:

Single Axle, Light	\$\$\$ 1.15
Single Axle, Heavy	\$\$\$ 1.25
Tandem Axle, or Semitrailer	\$\$\$ 1.25
Lowboy	\$\$\$ 1.50
Transit Mix	\$\$\$ 1.25
Winch	\$ 1.25
Vibrator Man (Hand Type)	\$ 1.25
Weighman (Truck Scales)	
Welder	\$ 2.00
Welder Hlpr.	\$ 1.25

Labor performed in excess of forty (40) hours per week shall be considered normal overtime payable at the rate of one and a half (1 1/2) times the regular rate for every hour so worked. Eight (8) hours shall constitute a day's work. Any laborer, workman, or mechanic required or permitted to work in excess of eight (8) hours per calendar day under the emergency exceptions provided in House Bill #115 of the 44th Legislature of the State of Texas, shall be paid normal overtime to the extent that such work in excess of eight (8) hours per day exceeds forty (40) hours per week.

Legal holiday work (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or days observed as such) shall be paid for at the regular wage rate to the extent that such work together with the non-legal holiday work does not exceed forty (40) hours per week, any such excess being treated as normal overtime.

AN ORDINANCE 31267

APPOINTING OFFICIALS OF THE RUN-OFF ELECTION TO BE HELD ON APRIL 16, 1963

* * * * *

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

1. The persons named on the schedule marked Exhibit A attached hereto and made a part hereof, be and the same are hereby selected, elected and appointed to be election officers to act in the capacity specified to hold the election on the 16th day of April, 1963.

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

3. PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

Exhibit AOFFICIALS FOR APRIL 16th, 1963
Run-Off Election

PRECINCT NO. 1		
P. J.	Corine F. Gonzales	323 S. Laredo
Clerk	Sara C. Hoyer	442 Dwyer Ave.
Clerk	Theresa Curtis	315 Dwyer Ave.
PRECINCT NO. 2		
P. J.	Mrs. A. G. Pickard	204 W. Cevallos
Clerk	Mrs. R. L. Fitzsimon	1610 S. Flores
Clerk	Tomasa J. Cuellar	327 Simon St.
PRECINCT NO. 3		
P. J.	Mrs. Ruth Neal	308 E. Franciscan
Clerk	Mrs. Lora B. Nell	223 Tipton Ave.
Clerk	Magdalena Garza	816 Saldana
PRECINCT NO. 4		
P. J.	Mrs. Pearl Rutherford	110 Custer St.
Clerk	Josephine Peralta	204 E. Hafer
Clerk	Lydia Mae Herrera	121 Lorraine
PRECINCT NO. 5		
P. J.	Mrs. Georgia Meehan	231 LaCleda

Clerk Clerk	Evangeline Gonzales Thelma H. Campbell	334 W. Harlan 323 Robert E. Lee
PRECINCT NO. 6		
P. J. Clerk Clerk	Mrs. Pat Pritchett Martha L. Buena Mrs. Barbara June Hollenbeak	511 Pacific 3206 Mission Rd. 515 Pacific
PRECINCT NO. 7		
P. J. Clerk Clerk	Stella C. Lewis Helena A. Boog Nellie Marquardt	211 Tennessee Ave. 118 Tennessee Ave. 215 Kendalia Ave.
PRECINCT NO. 8		
P. J. Clerk Clerk Clerk	Adolph Karnei Carline C. Samudio Betty M. Perry Martha A. Baker	213 W. Hart Ave. 1139 Keats St. 216 W. Hart Ave. 210 W. Hart Ave.
PRECINCT NO. 9		
P. J. Clerk Clerk	Mrs. Fannie Barley Mrs. Ruth Cook Mrs. F. Holloway, Sr.	518 Fay Ave. 331 Hollenbeck 428 Faye Ave.
PRECINCT NO. 10		
P. J. Clerk Clerk	Mrs. Sarah E. Stone Elia L. Lawson Mrs. Katie Boenig	751 Cavalier Ave. 919 Jennings 839 Cavalier Ave.
PRECINCT NO. 11		
P. J. Clerk Clerk	Mrs. Alma C. Lamm Mrs. Mattie Mitchell Beatrice M. Benevides	346 Barrett Place 302 Barrett Place 442 Barrett Place
PRECINCT NO. 12		
P. J. Clerk Clerk	Sophie Maly Mary L. Kallus Lydia Martinez	2427 S. Brazos St. 2311 S. Brazos St. 705 Colima
PRECINCT NO. 13		
P. J. Clerk Clerk	Mrs. Ella A. MacDonald Nancy C. Vasquez Concepcion Sanchez	1511 Durango 1310 San Luis St. 119 S. Comal
PRECINCT NO. 14		
P. J. Clerk Clerk	Anita Doria Eunice H. Segovia Paula Barrera	2210 San Luis St. 623 So. Navidad 2112 San Fernando
PRECINCT NO. 15		
P. J. clerk clerk	Mrs. Rudolph Martinez Beatrice Villagran Dora N. Ybarra	2023 S. San Jacinto 139 Angella 1908 Colima
PRECINCT NO. 16		
P. J. Clerk Clerk	Mrs. Lydia J. Donovan Sofia Maldonado Mrs. Gladys L. Trevino	702 Brady Blvd. 829 Merida St. 243 Dorris St.
PRECINCT NO. 17		
P. J. Clerk Clerk	Amelia C. Salazar Ramona Guerrero Ofelia F. Garcia	2004 Colima 1211 So. Zarzamora 326 Cupples Rd.
PRECINCT NO. 18		
P. J. Clerk	Mrs. Mary Sarro Mrs. Gus Bertetti	213 S. Spring 2511 Monterey St.
PRECINCT NO. 19		
P. J. Clerk Clerk	Arthur Beck R. R. Ransom Laura Lambkin	Robert Lee Hotel 305 W. Commerce St. 402 Upson St.
PRECINCT NO. 20		
P. J. Clerk Clerk	Miss Emilia Engelhardt Mrs. Louis Cortinos Miss Mary R. Perez	1115 N. Smith St. 1106 N. Smith St. 1800 W. Travis
PRECINCT NO. 21		
P. J. Clerk Clerk	Mrs. Belle Veters Isabel Lozano Ethel M. Burkholder	703 Rivas St. 701 N. San Jacinto 2714 W. Travis St.
PRECINCT NO. 22		
P. J. Clerk Clerk	Mrs. Lena Schmitt Elvira Subira Josephine Felix	1834 Arbor 1622 Ruiz 1607 Leal St.
PRECINCT NO. 23		
P. J. Clerk	Mrs. L. C. Fuller Ruby A. Tolle	3015 Perez St. 1727 Delgado St.

Clerk Clerk	Etna H. Rodriguez Edna B. Huegele	3302 Merales St. 3010 Perez St.
PRECINCT NO. 24 P. J. Clerk Clerk	Carolina Juarez Guadalupe Rodriguez Mrs. Edith Estrada	1623 Dahl Green 503 N. San Felipe 167 Mascasa St.
PRECINCT NO. 25 P. J. Clerk Clerk Clerk	Mrs. Ludwina Boykin M. F. Boykin Maria G. Padilla Carmen Zepeda	3915 Flagle Street 3915 Flagle Street 126 Willie Drive 137 Bernice Drive
PRECINCT NO. 26 P. J. Clerk Clerk	Clara R. Arnold Imogene N. Klanton Flora R. Frazier	1814 Waverly 701 Louise Ave. 1934 Texas
PRECINCT NO. 27 P. J. Clerk Clerk	Mrs. Alice Doolittle Mrs. Florence Currie Mrs. Thora H. Meyer	937 Waverly 1236 Waverly 1239 Kentucky
PRECINCT NO. 28 P. J. Clerk Clerk Clerk	Mrs. Lillian Klaus Ada Marckley Nancy Ann Paris Olivia Guajardo	1823 W. Poplar St. 2007 N. Sabinas St. 1651 W. Laurel St. 1331 W. Poplar
PRECINCT NO. 29 P. J. Clerk Clerk	Mrs. Emma Fischer Mrs. Mary Warden Amanda Cloonan	517 W. Laurel 618 Maverick St. 216 W. Dewey
PRECINCT NO. 30 P. J. Clerk Clerk	Mrs. Cora Kush Catherine Mary Kennedy Catherine Mary Kennedy	922 E. Elmira St. 512 Baltimore 922 E. Elmira St.
PRECINCT NO. 31 P. J. Clerk Clerk	Mrs. Agnes P. Hughes Anne Lou Johnston Miss Mary Cunniff	307 E. Myrtle St. 734 E. Ashby Place 1023 E. Euclid Ave.
PRECINCT NO. 32 P. J. Clerk Clerk J	Mrs. Junita Tandy Edna V. Miller Joan Y. Bryan	300 E. Lullwood 336 E. Lullwood 223 E. Craig
PRECINCT NO. 33 P. J. Clerk Clerk	Bertha R. Tacquard Mildred Bongr Nellie Roberson	123 Cincinnati 1105 W. Russell 145 Cincinnati
PRECINCT NO. 34 P. J. Clerk Clerk Clerk Clerk	Mrs. Elizabeth C. Krough Herbert P. Stinson Margueritte O'Hair Gertrude Hall O. P. Hall	112 West Agarita 315 W. Mulberry 112 West Mulberry 112 West Norwood 112 West Norwood
PRECINCT NO. 35 P. J. Clerk Clerk	Mrs. A. L. Schindler Mr. Leo L. Taft, Jr. Mrs. B. Sprinkle	602 W. Huisache 411 W. Craig Place 417 West Craig Place
PRECINCT NO. 36 P. J. Clerk Clerk Clerk	Myrtle B. Melton Harry C. Melton Mrs. Rose Collins Mrs. A. S. Shackelford	1910 W. Woodlawn 1910 W. Woodlawn 2201 N. Calaveras 1929 W. Mistletoe
PRECINCT NO. 37 P. J. Clerk Clerk Clerk	Mrs. Mamie Sultenfuss Lillie Nolen Beatrice Harper Helen Hernandez	1618 W. Summit 1418 W. Lynwood Ave. 1926 W. Mulberry 2021 W. Mulberry
PRECINCT NO. 38 P. J. Clerk Clerk	Mrs. Ramah F. Badger Ella F. Edgar Mrs. Mayme Singer	639 W. Agarita 506 W. Kings Hwy. 402 W. Elsmere
PRECINCT NO. 39 P. J. Clerk Clerk Clerk	Mrs. Helen Steubing Mrs. Cora L. Huckaba Mrs. Alice L. Kinser	1114 W. Hildebrand 1110 W. Lynwood 1502 Michigan Ave.
PRECINCT NO. 40 P. J.	Mrs. Lily Binder	1722 W. Hildebrand

	Clerk Clerk	Mrs. Hilda W. Mueller Ernestine Golibart	1646 W. Hollywood 1910 San Francisco
PRECINCT NO. 41	P. J. Clerk Clerk	Mrs. Frances M. White Jean C. Glaze Mrs. Ruby F. Lee	118 Ligustrum Drive E. 1252 Bandera Rd. 1340 Donaldson
PRECINCT NO. 42	P. J. Clerk Clerk	Mrs. Minnie Pitts Mrs. Hazel R. Miller Inez Garrell	2026 Sacramento 2306 Fresno Drive 2032 Clower
PRECINCT NO. 43	P. J. Clerk Clerk	Mrs. Alden Pitts Mrs. Fern Aldrich Judy McQueen	1802 Fresno 1407 Santa Monica 1611 Lee Hall
PRECINCT NO. 44	P. J. Clerk Clerk	Mrs. Edna B. Brown Mrs. Bess E. Weber G. J. Zumberge	330 E. Crockett Menger Hotel 330 E. Crockett
PRECINCT NO. 45	P. J. Clerk Clerk	Mrs. John K. Kight Mrs. Ema Koepp Harry Warnke	616 N. Olive St 815 Dawson St. 600 St. James St.
PRECINCT NO. 46	P. J. Clerk Clerk	Mrs. Martha Spahn Mrs. Norma Baumann Mrs. Rose Ploch	1933 E. Commerce 2218 E. Houston 1038 Gibbs St.
PRECINCT NO. 47	P. J. Clerk Clerk	Mrs. Gwendolyn Jackson Mrs. Lizzie Thompson Mrs. Jewel Walker	1735 Hays St. 1633 Burnet 1428 Hays St.
PRECINCT NO. 48	P. J. Clerk Clerk	Mrs. Ruby Rapp Mrs. Minnie Self John C. Wondrak	1011 Burleson St. 1019 St. James St. 811 Lamar St.
PRECINCT NO. 49	P. J. Clerk Clerk	Lillian Gordon Tillie J. Schultz Roy Gordon	301 Stafford 611 Mason 301 Stafford
PRECINCT NO. 50	P. J. Clerk Clerk	W. L. Dodge Mabel Staricha Isabelle C. Simoneau	221 Army Blvd. St. 255 Cunningham 321 Brahan Blvd.
PRECINCT NO. 51	P. J. Clerk Clerk	Mrs. Ruth Simmong Johanna E. Besch H. B. Gibson	310 Carnahan 2114 E. Hildebrand 347 Parland
PRECINCT NO. 52	P. J. Clerk Clerk	James C. Oslin Viola Luckenbach Mrs. I. H. Skipper	658 E. Woodlawn 729 E. Woodlawn 638 E. Woodlawn
PRECINCT NO. 53	P. J. Clerk Clerk	Mrs. J. C. Hayes Mrs. Carl Dunaway Mrs. Ben L. Roberts	734 Elmwood Drive 503 McIlvaine 646 Fresno
PRECINCT NO. 54	P. J. Clerk Clerk	Mrs. Albert Barstis Mrs. Roma A. Mason Frieda B. Dreyer	1002 Chevy Chase 830 Chevy Chase 606 Robinhood Place
PRECINCT NO. 55	P. J. Clerk Clerk	Mrs. Mable Miller Mrs. Zoe Mitchell Mrs. Jean B. Craig	135 Knibbe Rd. 330 Robinhood Place 418 Robinhood Place
PRECINCT NO. 56	P. J. Clerk Clerk	Mrs. Agnes Fritz Mrs. Josephine Tuttle Mrs. Jeanette Rodriguez	329 South St. 711 Matagorda 201 Victoria St.
PRECINCT NO. 57	P. J. Clerk Clerk	Mrs. Margaret Mainz Mrs. Edna Mumme Mrs. Corine Ketchum	328 Montana St. 309 Montana St. 624 Hoefgen Ave.
PRECINCT NO. 58	P. J. Clerk Clerk	Charles H. Degen Mrs. Cecilia Metzger Mrs. Orloff Bowen	1802 E. Commerce 1515 Virginia Blvd. 1142 Virginia Blvd.
PRECINCT NO. 59	P. J.	Mrs. Blanche Lewis	222 G. St.

Clerk Clerk Clerk	Mrs. Beatrice B. Ramirez Mrs. Thelma Miller Mrs. Celia Coan	2415 Wyoming 335 Vine St. 835 Porter
PRECINCT NO. 60 P. J. Clerk Clerk	Mrs. Annie Schaumleffel Mrs. Elvira Mullins Mrs. Mary E. Neill	1024 S. New Braunfels 1415 S. Palmetto 947 Denver Blvd.
PRECINCT NO. 61 P. J. Clerk Clerk	Mollie Sauermilch Mrs. Hazel Bull R. O. Nussle Sr.	501 Indiana St. 725 Carolina St. 522 Indiana
PRECINCT NO. 62 P. J. Clerk Clerk	Walter Hilt Mrs. W. D. Stubblefield Mrs. Clara Stuebben	115 Iowa St. 119 Delaware 110 Delaware
PRECINCT NO. 63 P. J. Clerk Clerk	Mrs. Catherine E. Seideman Mrs. Ruth E. Altmann A. E. Kinder	215 Mission St. 1019 S. St. Mary's St. 338 Madison St.
PRECINCT NO. 64 P. J. Clerk Clerk Clerk	Mrs. Lydia W. Kleid Helen B. Piper Carolia Schmidt Lillian Walker	123 Panama Ave. 143 Fern St. 120 Jacob St. 142 Panama Ave.
PRECINCT NO. 65 P. J. Clerk Clerk	Bessie Bartholomae Hattie Ann Harlos Louise K. Clark	310 Kayton Ave. 1130 Rigsby 734 Hammond Ave.
PRECINCT NO. 66 P. J. Clerk Clerk Clerk	Mrs. Frances Weldon Mrs. Dicksie W. Blumberg Mrs. Howard Smith Virginia E. Bane	233 Astor St. 138 Astor St. 134 Astor St. 386 Fairview
PRECINCT NO. 67 P. J. Clerk Clerk Clerk	Mrs. Lillian M. Tolle Mrs. Ben Findeisen Mrs. Ella E. Kohlenberg Mrs. Erma M. Woellert	639 Avant Ave. 419 Steves Ave. 1510 Highland Blvd. 1203 McKinley
PRECINCT NO. 68 P. J. Clerk Clerk Clerk	E. C. Zenner Thurman Hood Mrs. Della Mooty Olga Metzger	715 McKinley Ave. 731 McKinley Ave. 202 Mahncke Ct. 102 Castillo Ave.
PRECINCT NO. 69 P. J. Clerk Clerk	Mrs. Eleanor Turner Mrs. Dorothy Hutzler Mrs. Elizabeth Smith	234 Chicago Blvd. 130 Tremlett 125 Wharton
PRECINCT NO. 70 P. J. Clerk Clerk	Mrs. Marie Satcher Mrs. Eva Richard Mrs. Edna F. Salziger	201 Dauchy Rd. 316 Montrose Ave. 222 Avondale
PRECINCT NO. 72 P. J. Clerk Clerk	Benilde Lopez Mrs. Pauline Hill Alma Reed	3007 Halton Drive 1530 Menefee 1522 Menefee
PRECINCT NO. 78 P. J. Clerk Clerk	Mrs. Thomas J. Olson Mrs. Thomas Olson Mrs. Gladys Glover	1506 W. Villaret 1506 W. Villaret 1415 W. Villaret
PRECINCT NO. 79 P. J. Clerk Clerk	Mrs. Nolan D. Martin Fern H. Dramberger Margaret H. Zetak	404-95th St. 216 Lorita Drive 116-95th St.
PRECINCT NO. 90 P. J. Clerk Clerk	Laurabelle K. Ullrich P. C. Wright Lauretta Shahady	522 Oak Knoll Drive
PRECINCT NO. 91 P. J. Clerk Clerk Clerk	Laura T. Hamrick Mary Beth Gardner Vivian H. Monnan Helen Troilo	7214 Callaghan Rd. 7910 Briargate 7218 Callaghan Rd. 7914 Briargate
PRECINCT NO. 95 P. J. Clerk Clerk	L. C. Kuenta, Jr. Mrs. R. J. Flores Mrs. Leland Mueller	177 W. Thorain 703 El Monte Blvd. 616 Lovera

PRECINCT NO. 100 P. J. Clerk Clerk Clerk Clerk	Cameron B. Sherry Mrs. Harry Hand Mr. Edward Seng Mrs. Eunice Williams Mrs. Dorothy Cheviot	311 Rockhill Drive 110 Camelia Way 1010 Robin Rest 206 Laramie Drive 2623 Friar Tuck
PRECINCT NO. 102 P. J. Clerk Clerk Clerk	Mrs. Elmer Pape Helene E. Little Maxine Florence Ruth Carmier	2401 Nacogdoches Rd. 8619 Post Oak Lane 126 Blossom Drive 2635 Danbury Drive
PRECINCT NO. 103 P. J. Clerk Clerk	Gladys B. Specht Mrs. F. B. Sullivan Mrs. Mina Tollette	7931 Broadway 818 Everest Ave. 1615 W. Terra Alta
PRECINCT NO. 107 P. J. Clerk Clerk	Mrs. A. A. Lackey Mrs. Elnora O. Luddeke Mrs. Doris Scheffler	526 Hein Rd. 219 Midland 246 Holmgreen Rd.
PRECINCT NO. 113 P. J. Clerk Clerk Clerk	Vivian A. Stevens Susan L. Munson Mildred C. Flanagan Mrs. Margaret Weaver	134 Sinclair Rd. 4327 Roland 4910 Rigsby Ave. 203 Terron Rd.
PRECINCT NO. 114 P. J. Clerk Clerk	G. G. Lewis Alfred Kunze Mrs. Annie Kunze	Rt. 12, Box 264 Rt. 12, Box 253 Rt. 12, Box 244
PRECINCT NO. 118 P. J. Clerk Clerk	Mrs. Maud Guppy Laura L. Verbillion P. E. Guppy	214 Rayburn Drive 222 Rayburn Drive 214 Rayburn Drive
PRECINCT NO. 119 P. J. Clerk Clerk	Pauline G. Sabala Antonia Z. Armstrong Juanita P. Guzman	307 Ocone St. 315 Ocone St. 1124 South Cross
PRECINCT NO. 120 P. J. Clerk Clerk	Mrs. Bertha Clayton Helen Miller Helen Walter	522 Logwood 1139 W. Hutchins Place 3023 Commercial
PRECINCT NO. 121 P. J. Clerk Clerk	Mrs. Anna Riley Mrs. Ethel G. Pegg Mrs. Jewell C. Mays	205 W. Ware 203 W. Ware 314 W. Harding Blvd.
PRECINCT NO. 122 P. J. Clerk Clerk Clerk	Mrs. Annie C. Blevins Mrs. K. C. Shannon Mrs. Frances Blankenship Mrs. Velma Cradock	1423 W. Thorain 4610 Neer Ave. 1804 Mardell 1407 Thorain
PRECINCT NO. 123 P. J. Clerk Clerk Clerk	Mrs. Edna L. Harris J. L. Findley Mrs. Dorothy M. Jones	142 Weizman 142 Haby 114 Gaskin Drive
PRECINCT NO. 124 P. J. Clerk Clerk	Mrs. Sophie Ballard Thelma Blackwell Edward P. Grasshoff	1626 Basse 855 San Angelo 854 San Angelo
PRECINCT NO. 126 P. J. Clerk Clerk	Mrs. J. R. Marshall Mrs. Sam Henrey Mrs. Joe G. Pearson	2721 Austin Hwy. 102 Miami Drive 714 Elkhorn Drive
PRECINCT NO. 128 P. J. Clerk Clerk	Mrs. Matilda A. Gilbert Mrs. K. G. Pinson Mrs. R. C. Lockett	115 Fordham 138 Overhill 2354 Waverly
PRECINCT NO. 129 P. J. Clerk Clerk	Mrs. Evelyn Millett Sallie V. Stallion Laveda Cantu	121 Ambrosia 3612 Nebraska 319 Edna
PRECINCT NO. 130 P. J. Clerk Clerk	Stella Rushing Eula Griffin Evelyn Borden	215 Gazel 273 Addox Drive 269 Addox Drive
PRECINCT NO. 132 P. J.	Mrs. Frances Jones	3915 West Ave.

Clerk Clerk	Mrs. Florence S. Jones Virginia E. Korenck	114 Future Drive 215 Wayside Drive
PRECINCT NO. 135 P. J. Clerk Clerk	Olivia Irvin Mrs. W. N. Berryman Muriel Baker	9214 Lorene Lane R. 13, Box 580 H 10518 Burr Oak
PRECINCT NO. 136 P. J. Clerk Clerk	Mrs. Geraldine G. Jones Devie Martin Mrs. C. T. Cottrell	3810 Skylark 222 Chickering 2423 Schley
PRECINCT NO. 137 P. J. Clerk Clerk	Mrs. H. L. McGehee Mrs. W. W. Turner Mrs. Gee Mahavier	323 Lyric Drive 742 Cravens Ave. 606 Cravens Ave.
PRECINCT NO. 138 P. J. Clerk Clerk	Mrs. Ray D. Conner Mrs. Florence Schram Mrs. Anna E. Moore	1003 Creekview 1026 Creekview 4359 Seabrook
PRECINCT NO. 140 P. J. Clerk Clerk	Mrs. Corinne B. Busby Mrs. Ruth Hook Jennie E. Loven	415 E. Creath 106 E. Creath 503 E. Creath
PRECINCT NO. 141 P. J. Clerk Clerk	Mrs. Delfina Rodriguez Mrs. Fern Suredin Mrs. Emma Ozuna	603 S. W. 39th St. 950 S. W. 37th St. 659 S. W. 38th St.
PRECINCT NO. 142 P. J. Clerk Clerk	Mrs. Lillian H. Wall Mrs. Esther I. Liddy Mildred Inselmann	255 Rosemont 223 John Adams #6 Cromwell
PRECINCT NO. 143 P. J. Clerk Clerk	Mrs. Helen E. Honts Virginia B. Reitzer Mrs. Wm. Goodman	5133 Blanco Rd. 235 Craigmont 402 Laurelwood
PRECINCT NO. 144 P. J. Clerk Clerk	Mrs. Evangel W. Greene Lottie Black Mr. John N. Greene	518 Klaus Rd. 164 Chevy Chase Drive 518 Klaus Rd.
PRECINCT NO. 145 P. J. Clerk Clerk Clerk	Mrs. Bertie M. McCarty Mrs. Grace V. Perkins Lydia A. Stillman Mrs. Ed Brown	151 Benhaven 2934 Hicks Ave. 154 Artesia
PRECINCT NO. 149 P. J. Clerk Clerk	Mrs. Martha Cermin Mrs. Ada Mae Smith Jenny Shaw	851 Hot Wells Blvd. 770 Hot Wells Blvd. 723 Hot Wells Blvd.
PRECINCT NO. 150 P. J. Clerk	Jacqueline Stanford Mrs. Sallie R. McBee	266 Nash 302 Hatcher
PRECINCT NO. 151 P. J. Clerk Clerk	Janice Swanson Evelyn McNeil Minnie Wolfson	2652 W. Kings Hwy. 2435 W. Magnolia 2426 W. Kings Hwy.
PRECINCT NO. 152 P. J. Clerk Clerk	Mrs. John A. Chetham Mrs. Thelma C. Smith Walter Smith	135 Bethany 57 Vaughan Place 57 Vaughan Place
PRECINCT NO. 153 P. J. Clerk Clerk	Earl B. Rowan Mrs. L. C. Athey Arlean E. Halpern	402 Hillcrest 3527 Culebra 139 Globe
PRECINCT NO. 154 P. J. Clerk Clerk	Mrs. Jacqueline Whitehead Opal Robertson Mr. A. M. Whitehead	572 Beryle Drive 530 Adrian Drive 527 Beryle Drive
PRECINCT NO. 155 P. J. Clerk Clerk	Mr. Fred Readell Mrs. Ruth Jackson Mrs. Lewis Kottler	2338 W. Gramercy Place 2136 W. Summit 2302 W. Gramercy Place
PRECINCT NO. 156 P. J. Clerk	Mrs. C. G. Sweeney Mrs. Helen Bowen	1417 E. Sunshine 127 Bella Vista

PRECINCT NO. 157 P. J. Clerk Clerk	Mrs. Josephine Lanham Isabel Medrano Edith L. Garcia	219 Furnish Ave. 310 Furnish Ave. 130 Bank St.
PRECINCT NO. 158 P. J. Clerk Clerk	Evangelina Enderle Dolores Guerra Richard Villanueva	101 Camache Walk 430 Alta Sita 3730 San Fernando
PRECINCT NO. 159 P. J. Clerk Clerk Clerk	Mrs. Elizabeth Llewellyn Mrs. Stella B. Molina Bobbie M. Espinosa Ernestine M. Villa	1326 W. Kirk Place 1522 Merida 1338 Barclay 1326 W. Thompson Place
PRECINCT NO. 160 P. J. Clerk Clerk	Mrs. Geraldine M. Marceau Mrs. Constance Gandra Mrs. Fred L. Garcia	447 N. Park Blvd. 503 N. Park Blvd. 535 N. Park Blvd.
PRECINCT NO. 161 P. J. Clerk Clerk	Lawrence C. Gonzales Rebecca Ibarra Aurora Leal	650 W. Theo 502 Buffalo 639 W. Theo Ave.
PRECINCT NO. 162 P. J. Clerk Clerk	Lola H. Snow Doris Gianotti Delfina A. Rosales	403 Hoover Ave. 419 Jennings Ave. 247 Hearne Ave.
PRECINCT NO. 163 P. J. Clerk Clerk	Mrs. V. Chetwood Mrs. Florence Bugg Mrs. Harry H. Hagerty	216 Morrill St. 130 Octavia Place 126 Candy Place
PRECINCT NO. 164 P. J. Clerk Clerk	Mrs. E. R. Parr Mrs. Sam Cherry Mrs. Mabel B. Meyer	161 E. White Ave. 322 Pacific 201 E. White Ave.
PRECINCT NO. 165 P. J. Clerk Clerk	Mrs. Ross Hammond Mrs. Owen L. Davis Mrs. Consuelo M. Vela	122 Parmly Ave. 1948 W. Mayfield 115 Parmly Ave.
PRECINCT NO. 166 P. J. Clerk Clerk	Mrs. Martha McEwen Mrs. E. H. Broline Mrs. E. H. Broline	343 Baetz 344 Moursund 356 Moursund
PRECINCT NO. 167 P. J. Clerk Clerk	Ted Balter Mr. P. Rudde Mrs. Doris Fisk	842 Corrine Drive 747 Sumner Drive 421 Rittiman
PRECINCT NO. 168 P. J. Clerk Clerk	Margaret Betts Love Brown Lovie J. Kimberly	1074 Poinsettia St. 1831 Gorman St. 2055 Hays St.
PRECINCT NO. 169 P. J. clerk clerk	Louise Mulhern Mrs. Bertha Norton Margaret McKay	2822 E. Houston St. 2046 E. Crockett 754 Canton St.
PRECINCT NO. 170 P. J. Clerk Clerk Clerk	Harris L. Frazier Jane G. Kenagy Helen M. Wiemers Cleo E. Bohls	231 Montfort Drive 266 Pinewood Lane 354 Millwood Lane 123 Meadowood
PRECINCT NO. 172 P. J. Clerk Clerk	Allie Mohles Olivia Martin Lucille Duglen	1122 W. Hermosa 1333 Clower 961 Sacramento

AN ORDINANCE 31268

CHANGING THE POLLING PLACE FOR PRECINCT NO. 151 FOR THE APRIL 16, 1963 RUN-OFF ELECTION.

* * * * *

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

1. The polling place for Precinct No. 151 shall be at the Ascension Lutheran Church Educational Building, 1060 Donaldson, instead of the Grace Presbyterian Church, 950 Donaldson.
2. PASSED AND APPROVED this 10th day of April, 1963

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

A RESOLUTION

* * * * *

WHEREAS, Fiesta Week, San Antonio's annual season of gayety, gladness and glitter will will soon be at hand, and

WHEREAS, the main event of Fiesta Week is the world famous Battle of Flowers Parade, which is attended by thousands of our citizens and visitors to our City, and

WHEREAS, the City of San Antonio derives great value and many benefits from a successful Battle of Flowers Parade, NOW, THEREFORE:

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

1. That in the spirit of Fiesta and to help insure a most successful Battle of Flowers Parade, the City Council does hereby suggest and invite all stores, shops, businesses and military installations that can possibly do so to close no later than 12:00 o'clock Noon on April 26, 1963, the day of the Battle of Flowers Parade.

2. PASSED AND APPROVED this 10, day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

A RESOLUTION

WITH REFERENCE TO THE SALE OF CERTAIN PROPERTY IN COMAL COUNTY CONSTITUTING A PART OF THE ELECTRIC AND GAS SYSTEMS UNDER THE JURISDICTION OF THE CITY PUBLIC SERVICE BOARD OF SAN ANTONIO.

* * * * *

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

(1) On April 10, 1963, the City Council adopted an Ordinance providing for the sale and coveyance of certain property in Comal County containing 0.632 of an acre of land, and on said day and in accordance with said Ordinance the Mayor and City Clerk of the City executed the deed for delivery in accordance with the sale to Dewey Fischer.

(2) That, since said 0.632 of an acre of land is subject to the lease Agreement and Contract between the City of San Antonio and Guadalupe-Blanco River Authority dated October 24, 1942, recorded in Volume 77, pages 44-82 of the Deed Records of Comal County, Texas, which Lease and Contract was assigned in part to Lower Colorado River Authority, as shown by Assignment recroded in Volume 76, pages 299-300 of the Deed Records of Comal County, the said Guadalupe-Blanco River Authority and Lower Colorado River Authority are hereby requested to execute an acquittance and release of all of their rights in and to said 0-632 of an acre tract solely as an accommodation to the parties to the sale, with the express agreement and understanding that by the execution and delivery of such release and acquittance none of the rights of Guadalupe-Blanco River Authority of Lower Colorado River Authority shall be in anywise affected or changed, except that the annual rental payable by Lower Colorado River Authority under said Lease and Contract dated October 24, 1942, shall be reduced in accordance with said Lease and agreement by the sum of \$24.19; it having been agreed by Lower Colorado River Authority that the annual payment or rental by it to Guadalupe-Blanco River Authority provided for in said assignment shall not be in anywise affected, abated, changed or reduced, and that such payments or rentals shall continue to be paid to Guadalupe-Blanco River Authority to the same extent and in the same way as though the above mentioned property had not been released from said Lease and Contract.

(3) That in the event of the exercise by Guadalupe-Blanco River Authority of the option granted to it to purchase the properties, as provided in said Lease and Contract between the City of San Antonio and Guadalupe-Blanco River Authority, that the purchase price of the properties shall be decreased by the amount of \$695.20, which is the proportionate book value of said property under the said Lease and Agreement and is the amount for which said 0.632 of an acre tract is being sold. That by the execution of said lease and acquittance of said 0.632 of an acre tract from said Lease and Contract dated October 24, 1942, all of the terms and provisions of said Lease and Contract and the assignment thereof to Lower Colorado River Authority shall be and remain in full force and effect as though Guadalupe-Blanco River Authority had not executed the requested Release and Acquittance, and no waiver or estoppel of its rights, benefits and privileges under said Contract and said Assignment, or either of the, either at law or in equity is intended or shall be implied by the execution and delivery of such release and acquittance.

(4) That the Mayor of the City of San Antonio is hereby authorized and empowered to execute in behalf of the City, and the City Clerk is hereby authorized to attest under the City Seal, and instrument of acquittance and release carrying out and making effective the the provisions of this Resolution and to deliver an executed counterpart thereof to the respective parties of said Agreement and to the purchaser of said Agreement and to the purchaser of said 0.632 of an acre tract.

PASSED AND APPROVED this 10th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk.

AN ORDINANCE 31269

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. 1890)

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

Lot "A", NCB 12188 and Lot "O", NCB 12179

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 17th day of April, 1963., A.D.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31270

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

* * * * *

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

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

(Case No. 1804)

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

Lot 16, NCB 12180

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 17th day of April, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31271

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

* * * * *

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

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

(Case No. 1864)

The rezoning and reclassification of property listed below as follows:

Lot 16, NCB 10945 from "B" Residence District to "F" Local Retail District; and that portion of Lot 15, NCB 10945 not presently zoned "JJ" Commercial District.

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

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

4. PASSED AND APPROVED this 17th day of April, A.,D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31272

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

* * * * *

BE IT ORDAINED BY THE CITY OF SAN ANTONIO COUNCIL:

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. 1863)

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

That portion of Lot 29, NCB 11928 not presently zoned "D" Apartment.

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 17th day of April, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31273

AUTHORIZING THE NEW POSITION OF SUPERVISING VETERINARIAN IN THE MUNICIPAL CLASSIFICATION SYSTEM.

* * * * *

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

1. The following new position in the Municipal Classification System is hereby authorized.

<u>Class Number</u>	<u>Class Title</u>	<u>Range</u>
215	Supervising Veterinarian	41 (910 - 1200)

2. PASSED AND APPROVED this 17th day of April, 1963.

W. W. McAllister

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31274

AMENDING CHAPTER 4 OF THE CITY CODE TO PROHIBIT UNAUTHORIZED SALES OF GOODS OR SERVICES OR SOLICITING OR ADVERTISING THEIR SALE UPON CITY-OWNED AIRPORTS; AND PROVIDING THAT ANY VIOLATION HEREOF SHALL BE PUNISHED BY A FINE NOT TO EXCEED \$200.00.

* * * * *

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

1. Chapter 4 of the City Code of the City of San Antonio is amended by adding thereto the following section:

"Sec. 4-2.1. Unauthorized sales at City Airports prohibited.

It shall be unlawful for any person to sell any goods or to solicit or advertise their sale or to solicit the rental of lodging, vehicles or other things within San Antonio International Airport or Stinson Municipal Airport unless such act is performed pursuant to a permit issued by or a contract executed by the City."

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

3. PASSED AND APPROVED this 17th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31275

AUTHORIZING THE GRANTING OF A PERMIT TO THOME BROTHERS CATERING, INC., TO OPERATE AT INTERNATIONAL AIRPORT.

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

1. The City Manager is authorized to execute an agreement with Thome Brothers Catering, Inc., whereby said firm is granted a permit to deliver food to air carriers at San Antonio International Airport. A copy of said agreement is attached hereto and incorporated herein.

2. PASSED AND APPROVED this 17th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

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. 31275, adopted April 17, 1963 (Hereinafter called "City"), and Thome Brothers Catering, Inc., a Texas private corporation acting by and through its designated officers pursuant to a resolution of its board of directors, (hereinafter called "Thome"), WITNESSETH:

1. GRANT OF PERMIT

City hereby grants a permit to Thome to supply and deliver food and meals to Air carriers at San Antonio International Airport for consumption aboard aircraft, upon the conditions and in consideration of the undertakings by Thome contained herein.

2. TERM

The Term of this permit shall be for the one year period beginning April 17, 1963.

3. PAYMENT

Thome shall pay to City, in consideration of the grant of this permit, a permit fee of \$500 in advance plus a sum equal to five per cent (5%) of its gross sales hereunder. Such payments shall be delivered to the City's Director of Aviation on or before the 10th day after each calendar month during the term hereof.

4. LIABILITY INSURANCE

Thome shall carry public liability insurance covering Thome's operations on and about the leased premises, with limits (minimum) of \$10,000 for one person and \$20,000 for one accident for personal injuries and \$5,000 for property damage liability, and food products liability insurance with \$25,000 minimum limits. Such insurance policies shall be carried in a responsible company licensed to do business in the State of Texas and it shall name City as a co-insured. Such policies shall contain the following provisions: "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.

5. Performance Bond

Thome will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$1,000.00 to City, 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.

6. RECORDS AND REPORTS

With respect to business done by it hereunder, Thome shall keep true and accurate accounts, records, books and data which shall show all the gross sales, as defined hereinabove, upon and within said airport. Such records shall be available for inspection by representatives of City.

With the payments provided in 3 above, Thome shall submit to City a detailed statement showing gross receipts from the operation of the business hereunder for that calendar month. These reports shall show such reasonable detail and breakdown as may be required by City and shall bear the affidavit of a principal officer of Thome.

7. OPTION TO CANCEL

City may terminate this permit by giving Thome thirty (30) days' written notice, upon or after the happening of any one of the following events:

- A. The filing by Thome of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Thome.
- C. The taking by a court of jurisdiction of Thome and its assets pursuant to proceedings brought under the provisions of any reorganization act.
- D. The appointment of a receiver of Thome's Assets.
- E. Any assignment of Thome's assets for the benefit of creditors.
- F. The determination by City That Thome's operations hereunder are not in the best interests of the air carriers or of the City of San Antonio.
- G. The default by Thome in the performance of any covenant or agreement herein contained and the failure of City to remedy such default within twenty (20) days after receipt of written notice to remedy same. No waiver of default by City of any of the obligations to be performed by Thome shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by City for any period or periods after default by Thome of any of Thome's obligations hereunder shall not be deemed a waiver by City of its right to cancel this permit for such default.

8. MISCELLANEOUS

- A. SIGNS:
Thome will erect no signs and will distribute no advertising matter at Airport without the consent of City.
- B. REGULATIONS:
Thome's officers, agents, employees and servants will obey all rules and regulations which may be promulgated by City 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.
- C. PROHIBITION OF ASSIGNMENTS:
Thome will not, directly or indirectly assign, sell, hypothecate or otherwise transfer this permit, without the prior written consent of City.
- D. INDEMNITY:
Thome 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 operation of Thome hereunder, or arising out of or in any way connected with any act or omission on the part of Thome, its officers, agents, employees and servants.

E. ATTORNEY FEES:

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

F. NOTICES:

Notices to City 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 Thome shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to the address shown below.

EXECUTED this 17th day of April, 1963

CITY OF SAN ANTONIO

BY: David A. Harner
Assistant City Manager

ATTEST: J. H. Inselmann
City Clerk

Thome Brothers Catering, Inc.

BY: Arthur F. Thome, Jr.
President

ATTEST: Donald J. Thome
Secretary

360 N. E. Military Drive
San Antonio, Texas

AN ORDINANCE 31276

DECLARING THE STATEMENT OF CANVASS AND THE RESULT OF MUNICIPAL RUN-OFF ELECTION HELD ON THE 16TH DAY OF APRIL, 1963. (Claus H. Rohlf's Elected for a two year (2) TERM BEGINNING MAY 1, 1963)

* * * * *

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

1. Came on this 17th day of April, 1963, regularly to be canvassed the returns of the municipal run-off election held on the 16th day of April, 1963, for the purpose of electing one (1) Councilman of the City of San Antonio, under its Charter, for the ensuing term of office of two (2) years;

2. And the City Council having met to prepare a statement of the canvass of the returns and to declare the result of said election in the manner provided by law, and after considering, determining and canvassing all matters of fact appertaining; we, the members of the City Council of the City of San Antonio, do make this statement of the canvass, and hereby find and declare the result of the said run-off election to be tabulated as follows:

FOR COUNCILMAN, PLACE NO. 3:

"FOR" Claus H. Rohlf's 12,126 votes
"FOR" Joe Rainey Manion 3,055 votes

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

4. And the City Council having first canvassed said returns and having found the same in all things correct, the same was thereupon adopted by majority of the members of the City Council of the City of San Antonio; and it is further declared that as the result of said run-off election, the elective officer of the City of San Antonio, being Councilman, Place No. 3, for the two (2) years commencing on the 1st day of May, A.D., 1963, is as follows: Councilman, Claus H. Rohlf's, Place No. 3.

5. PASSED AND APPROVED this 17th day of April, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31277

APPROPRIATING THE SUM OF \$8,430.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT, STORM DRAINAGE #58 PROJECT, AND FRESNO AND OLMOS PAVING PROJECT.

* * * * *

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

1. The sum of \$5,815.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961 #479-16 for acquisition of right of way as follows:

a. \$760.00 payable to Stewart Title Company as escrow agent for Gertrude E. Burton, a widow for title to 0,5697 of one acre of land, more or less, in New City Block 8670, being Parcel 370A-4670.

b. \$460.00 payable to Stewart Title Company as escrow agent for Clarence J. Strever and Guadalupe Strever for title to 0.3912 of an acre of land, more or less, in New City Block 8670, being Parcel 370B-4670.

c. \$4,595.00 payable to Stewart Title Company as escrow agent for Anselmo C. Hernandez and Irene L. Hernandez for title to 0.0219 of an acre of land, more or less, in New City Block 8071, being Parcel 591-4891.

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

2. The sum of \$1,125.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for acquisition of right of way for Storm Drainage #58 Project payable to Guaranty Abstract & Title Company as escrow agent for Joe Gutz, et al, for title to Lot 44, Block 1, NCB 8264 (Parcel 5367) and Lots 13 and 14, Block 6, NCB 8263 (Parcels 5348 and 5349). Copies of the Sales Agreements on the aforementioned parcels are filed herewith and incorporated herein by reference.

3. The sum of \$1,490.00 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. \$820.00 payable to Guaranty Abstract & Title Company as escrow agent for Ben F. Fritz and Josephine M. Fritz for Title to the North 7.5 feet of Lot 10, Block 60, New City Block 7210, being Parcel 5656.

b. \$670.00 payable to Guaranty Abstract & Title Company as escrow agent for E. H. McCullough and Gladys McCullough for title to the North 7.5 feet of Lot 2, Block 61, New City Block 7216, being Parcel 5658.

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

4. 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 31278

APPROPRIATING THE SUM OF \$16,076.80 out of street right- OF-WAY PURCHASE BONDS, 1957, ACCOUNT #479-12 FOR ACQUISITION OF RIGHT-OF-WAY FOR MILITARY DRIVE S. (LOOP 13) SECTIONS A AND B.

* * * * *

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

1. The sum of \$16,076.80 is hereby appropriated out of Street Right-of-way Purchase Bonds, 1957, Account 479-12 for acquisition of right-of-way as follows:

a. \$5,824.70 payable to Guaranty Abstract & Title Company as escrow agent for Shamrock Oil & Gas Corporation for title to the South 10.00 feet of existing Lots 3 and 4, Block 4, New City Block 8780 being Parcel 4207.

b. \$10,252.10 payable to Alamo Title Company as escrow agent for Shamrock Oil & Gas Corporation for title to Part of New City Block 7676 in the City of San Antonio Parcel 4279.

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

2. 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 31279

CLOSING A PORTION OF BELMONT STREET BETWEEN RIO GRANDE AND GOVERNMENTAL STREETS LYING BETWEEN NCB 1425 AND NCB 1432; AUTHORIZING THE CITY MANAGER TO QUITCLAIM A PORTION OF THIS CLOSED AREA TO TEXAS HOME IMPROVEMENT, INC., IN CONSIDERATION OF A TRIANGULAR PORTION OF NCB 1425; DESIGNATING THE SOUTHERN HALF OF THE ORIGINAL STREET RIGHT-OF-WAY AS A PART OF THE PARKS AND RECREATIONAL FACILITIES FOR THE CITY.

* * * * *

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

1. The portion of Belmont Street between Rio Grande and Governmental Streets, lying between NCB 1425 and NCB 1432 is hereby closed and abandoned as a street right-of-way.

2. The City Manager is hereby authorized to quitclaim to Texas Home Improvement, Inc., the north 25 feet of the area being closed, being more particularly described in the Quitclaim Deed attached hereto and made a part hereof by reference, for and in consideration of a triangular portion of NCB 1425 which is described and set forth in the aforementioned Quitclaim Deed. The Quitclaim Deed is not to be delivered until such time as proper replatting has been accepted by the planning Commission.

3. The South 21 Feet of the closed area, as described by the Field notes below is hereby designated as a part of the Parks and Recreational Facilities of the City.

A tract of land being the south portion of the south 1/2 of the original right-of-way of Belmont Street between the original west line of Governmental street and the original east line of Rio Grande Street, except a triangular parcel of land at the northwest corner of this tract being described to be used for the widening of Rio Grande Street. Said tract of land being adjacent to and north of NCB 1432.

Beginning at the northeast corner of NCB 1432, being the intersection of the original west line of Governmental Street and the original south line of Belmont Street.

Thence with the south line of Belmont Street and the north line of NCB 1432 in a westerly direction a distance of 282.87 ft. to the northwest corner of NCB 1432, being the intersection of the original east line of Rio Grande Street and the original south line of Belmont Street.

Thence in a northerly direction with the original east line of Rio Grande Street with an interior angle from the east to the north of 89 deg. 55 min. 30 Sec. a distance of 20.51 ft. to an angle in the west line of this tract being described. Said angle being formed by the intersection of the original east line of Rio Grande Street and the new east line of Rio Grande Street.

Thence continuing in a northerly direction with the new east line of Rio Grande Street with an interior angle from the south to the east and north of 173 deg. 24 min, a distance of 0.56 ft. to the northwest corner of this tract being described and in the original center line of Belmont Street.

Thence in an easterly direction with the original center line of Belmont Street, parallel to and 21.00 ft. north of the north line of NCB 1432, and with an interior angle from the south to the east of 96 deg. 40 min. 30 Sec. a distance of 282.30 ft. to the northeast corner of this tract being described. Said corner being the intersection of the original center line of Belmont street and the original west line of Governmental Street.

Thence in a southerly direction with the original west line of Governmental Street with an interior angle from the west to the south of 89 deg. 55 min. 30 Sec. a distance of 21.00 ft. to the place of beginning. Said last mentioned line forming an interior angle with the first mentioned line of 90 Deg. 04 min. 30 sec.

4. 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 31280

ABANDONING A SMALL PORTION OF CITY RIGHT-OF-WAY OUT OF BROADWAY AND 6TH STREET ADJACENT TO LOT 6, NCB 437 TO RELIEVE AN ENCROACHMENT AND AUTHORIZING THE CITY MANAGER TO QUITCLAIM SAME TO HERBERT F. MUELLER FOR A CONSIDERATION OF \$150.00.

* * * * *

WHEREAS, there exists an encroachment on City right-of-way of approximately 4 inches on Broadway and 3 inches on 6th Street adjacent to Lot 6, NCB 437; and,

WHEREAS, the aforementioned encroachment took place approximately in the year 1919 and correction is necessary at this time for the clearing of title to the property; and

WHEREAS, the Department of Public Works and the City Traffic Engineer concur with the sale of the aforementioned City Right-of-way; NOW, THEREFORE:

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

- 1. Four (4) inches of City right-of-way on Broadway and three (3) inches of City right-of-way on 6th street, both being adjacent to Lot 6, NCB 437, and more particularly described in the Quitclaim attached hereto and made a part hereof by reference are hereby abandoned.
- 2. The City Manager is hereby authorized to quitclaim the aforementioned abandoned right-of-ways to Herbert F. Mueller for and in consideration of the sum of \$150.00.
- 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 31281

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U. S. 90 WEST EXPRESSWAY PROJECT; MILITARY DRIVE SOUTH (LOOP 13), SECTION A PROJECT; FRESNO - OLMOS PAVING PROJECT; SALADO CREEK SEWAGE TREATMENT PLANT PROJECT; STORM DRAINAGE #58 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, Texas for the sum of \$ 1.80
for recording fee on Parcel No. 12-4312.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$ 3.05
for recording fee on Parcel No. 41-4341.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$ 3.70
for recording fee on Parcel Nos. 52-4352 & 53-4353.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$ 2.55
for recording fee on Parcel No. 81-4381.

q RICHARD C. BOOTON, M.A.I.
715 E. Houston Street
San Antonio, Texas for the sum of \$ 200.00
for preparation for testimony on Parcel #353-4653.

COL. FRANK WASHBURN
6925 Callaghan Rd.
San Antonio, Texas for the sum of \$ 75.00
For services as commissioner on Parcel #353-4653.

JOHN M. BAYNE
5307 Broadway
San Antonio, Texas for the sum of \$ 75.00
for services as commissioner on Parcel #353-4653.

RALPH E. LEHR
Alamo National Building
San Antonio, Texas for the sum of \$ 75.00
for services as commissioner on Parcel #353-4653.

RICHARD C. BOOTON, M.A.I.
715 E. Houston Street
San Antonio, Texas for the sum of \$100.00
for preparation for testimony on Parcel #353-4653.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$ 2.05
for recording fee on Parcels 417-4717 thru 425-4725, 428-4728 thru 436-4736, 438-4738 thru 473-4773.

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

for recording fee on Parcel 506-A-4806.

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

for recording fee on Parcel 513-4813.

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

for recording fee on Parcel No. 553-4853.

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

for recording fee on Parcel No. 569-4869.

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

for recording fee on Parcel No. 598-4898.

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

for recording fee on Parcel No. 623-4923.

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

H-H-C-EXHIBITS
 919 Mt. Rainier
 San Antonio 13, Texas for the sum of \$ 25.00

for parcel plat drawing and five photos on Parcel 4223.

E. E. Seitz
 National Bank of Commerce Building
 San Antonio, Texas for the sum of \$ 100.00

for services as commissioner on Parcel 4223.

JOHN M. BAYNE
 5307 Broadway
 San Antonio, Texas for the sum of \$ 100.00

for services as commissioner on Parcel 4223.

HARRY COPELAND
 Milam Building
 San Antonio, Texas for the sum of \$ 100.00

for services as commissioner on Parcel 4223.

GUARANTY ABSTRACT & TITLE CO.
 Milam Building
 San Antonio 5, Texas for the sum of \$ 50.85

for title company charges on Parcel No. 4238.

MRS. J. E. MOORE, MOORE'S LIQUORS
 3538 S. W. Military Drive
 San Antonio, Texas for the sum of \$ 224.00

for moving sign off right-of-way on Parcel No. 4243.

3. The following sums are hereby appropriated out Street Improvement Bonds, 1957, Fund No. 479-10, Fresno - Olmos Paving Project, in payment for statements attached hereto:

GUARANTY ABSTRACT & TITLE CO.
 Milam Building
 San Antonio, Texas for the sum of \$ 115.20

for title company charges on Parcel No. 5627.

GUARANTY ABSTRACT & TITLE COMPANY
 Milam Building
 San Antonio, Texas for the sum of \$ 131.95

for title company charges on Parcels 5628 and 5629.

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, Texasfor the sum of \$ 117.65

for title company charges on Parcel No. 5633.

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, Texasfor the sum of \$ 15.00

for cancellation fee on Parcels 5637 and 5638.

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, Texasfor the sum of \$ 51.95

for title company charges on Parcels 5639 and 5640.

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, TexasFor the sum of \$ 51.40

for title company charges on Parcel 5641.

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, Texasfor the sum of \$ 51.40

for title company charges on Parcel No. 5645.

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, Texasfor the sum of \$ 51.40

for title company charges on ParcelNo. 5646.

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, Texasfor the sum of \$ 51.40

for title company charges on Parcel No. 5647.

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, Texasfor the sum of \$ 51.40

for title company charges on Parcel No. 5651.

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, Texasfor the sum of \$51.40
for title company charges on Parcel No. 5674.

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, Texasfor the sum of \$ 51.95
for title company charges on Parcel No. 5676.

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, Texasfor the sum of \$ 51.40

for title company charges on Parcel No. 5690

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, Texasfor the sum of \$ 51.40

for title company charges on Parcel No. 5691.

4. The following sum is hereby appropriated out of Sewer Revenue Fund - Construction Account, Fund No. 204-02, Salado Creek Sewage Treatment Plant Project, in payment for statement attached hereto:

GUARANTY ABSTRACT & Title Company
Milam Building
San Antonio, Texas for the sum of \$ 12.40

for recording fees of deeds on Parcel No. 5621.

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

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, Texas for the sum of \$ 100.45

for title company charges on Parcels 5386 thru 5389.

GUARANTY ABSTRACT & TITLE COMPANY
Milam Building
San Antonio, Texas.for the sum of \$ 53.65

for title company charges on Parcels 5453 and 5454.

6. The following sum is hereby appropriated out of International Airport Construction Fund No. 803-05, Federal Airport Aid Project #9-41-080-6012, Airport Clear Zone Project, in payment for statement attached hereto:

WILLIS A. PORTER
814 Hildebrand Ave.
San Antonio 12, Texas for the sum of \$ 387.50

for services for pre-trial conference and witness on Parcel No. 2551.

7. PASSED AND APPROVED on this 24th day of April A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31282

ACCEPTING THE BID OF TEN DOLLARS (\$10.00) OF IGNACIO RAMIREZ FOR PURCHASE OF CITY-OWNED IMPROVEMENTS LOCATED AT 106 COTTONWOOD, AND MAKING AND MANIFESTING A BILL OF SALE TO SAID IMPROVEMENTS.

* * * * *

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

1. The bid of Ignacio Ramirez in the amount of \$10.00 for the purchase of certain City-owned improvements located at 106 Cottonwood (Parcel 5258), in connection with Storm Drainage Project #43, is hereby accepted.

Buyer shall have forty-five (45) days from date hereof to remove the aforementioned improvements.

2. This ordinance makes and manifests a Bill of Sale to the successful bidder, named in Paragraph 1 above, to the City-owned improvements located at 106 Cottonwood, subject however to the terms and conditions of the bid proposal which is made a part hereof, and incorporated herein, by reference, and full compliance with such terms and conditions is expressly made a condition precedent to the acquisition of any rights of the successful bidder named in Paragraph 1, above.

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 31283

ACCEPTING THE LOW BID OF COLGLAZIER CONSTRUCTION CO., FOR THE RECONSTRUCTION AND WIDENING OF SAN PEDRO AVENUE FROM MAGNOLIA AVENUE TO HILDEBRAND AVENUE; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; TRANSFERRING THE SUM OF \$41,854.09 FROM GENERAL FUND ACCOUNT NO. 09-04-15 AND APPROPRIATING THE SUM OF \$4,064.70 OUT OF STREET PARTICIPATION BOND FUND NO. 479-11 TO STREET IMPROVEMENT BOND FUND NO. 479-10; APPROPRIATING THE SUM OF \$54,885.42 PAYABLE TO COLGLAZIER CONSTRUCTION COMPANY; THE SUM OF \$1,500.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; THE SUM OF \$500.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT; ALL SUMS OUT OF STREET IMPROVEMENT BOND FUNDS #479-10.

* * * * *

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

1. The attached low bid of Colglazier Construction Co., P. O. Box 8297, San Antonio 8, Texas, in the amount of \$54,885.42 for the reconstruction and widening of San Pedro Avenue from Magnolia Avenue to Hildebrand Avenue 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 amount of \$41,854.09 is hereby transferred from the General Fund, Account No. 09-04-15, to Street Improvement Bond, No. 479-10, and the Sum of \$4,064.70 is appropriated from Street Participation Bond Fund No. 479-11 and transferred to Street Improvement Bond Fund No. 479-10.

5. The following sums are hereby appropriated out of Street Improvement Bond Funds #479-10:

- a. \$54,885.42 payable to Colglazier Construction Company.
- b. \$1,500.00 as a construction Contingency Account.
- c. \$500.00 as a Miscellaneous Expenses Contingency Account.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31284

MANIFESTING AN AMENDMENT TO CERTAIN CONTRACTS WHEREBY M. R. MITCHELL & ASSOCIATES, INC., ASSUMES THE OBLIGATION OF COMPLETING SUCH CONTRACTS.

* * * * *

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

1. This ordinance manifests an agreement between the City and M. R. Mitchell & Associates, Inc., a Texas private corporation acting by and through its designated officers pursuant to a resolution of its Board of Directors, as follows:

The assignment of the contracts listed from M. R. Mitchell & Associates to M. R. Mitchell & Associates, Inc., is hereby approved and the obligations of Engineer thereunder are assumed by M. R. Mitchell & Associates, Inc.:

- (a) Contract manifested by Ord. 29253 of Feb. 9, 1961 (Storm Drainage Project 39).
- (b) Contracts authorized by Ord. 28372 of March 24, 1960 (Storm Drainage Project 43) and Storm Drainage Project 46A.
- (c) Contract for 1962 Airport Improvement Projects authorized by Ord. 30182 of March 7, 1962.

2. 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 31285

AMENDING THE SEWER SERVICE CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE UNITED STATES OF AMERICA (KELLY AIR FORCE BASE) BY CHANGING NON-DISCRIMINATION IN EMPLOYMENT PROVISIONS THEREIN.

* * * * *

WHEREAS, the City authorized the City Manager to enter into a Sewer Service Contract with the United States of America (Kelly Air Force Base) by Ordinance No. 26,279, passed and approved April 10, 1958, which contract No. AF 41 (608)-8843 was subsequently executed by the parties thereto; and,

WHEREAS Presidential Executive Order No. 10925, dated March 6, 1961 modified certain nondiscrimination in employment provisions applicable thereto; and,

WHEREAS, both parties now desire to amend said contract accordingly; NOW, THEREFORE:

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

1. Sewer Service Contract No. AF 41(608)-8843 between the City of San Antonio and the United States of America (Kelly Air Force Base) is hereby amended by deleting Paragraph 9, General Provisions, Page 3, entitled "Nondiscrimination in Employment" and substituting therefor the attached clause entitled "Nondiscrimination in Employment."

2. All other provisions of the said Contract are to remain in full force and effect.

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 31286

AUTHORIZING EXECUTION OF A CONTRACT WITH ERIK EHRENBORG APPRAISAL COMPANY FOR REVALUATION OF CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF SAN ANTONIO FOR THE SUM OF \$15,000.00 AND AUTHORIZING PAYMENT FOR SUCH SERVICES OUT OF GENERAL FUND ACCOUNT 06-03-02.

* * * * *

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

1. The City Manager is authorized to execute a contract for the City With Erik Ehrenborg Appraisal Company whereby said firm will check and value 1389 pieces of property in the

downtown area of the City for the sum of \$15,000.00 . A copy of said contract is attached hereto and incorporated herein for all purposes.

2. Payment of the sum of \$15,000.00 out of General Fund Account No. 06-03-02 to Erik Ehrenborg Appraisal Company pursuant to the Terms of the aforesaid contract is authorized hereby.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

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, Assistant City Manager, pursuant to Ordinance 31286, hereinafter called "City", and Erik Ehrenborg d/b/a Erik Ehrenborg Appraisal Company, hereinafter called "Contractor", WITNESSETH:

1.

Contractor shall, inconsideration of the City's undertakings herein, check and place valuations upon land and upon improvements located upon 1389 parcels of real property located within the City of San Antonio, as shown on the map marked "Exhibit A" attached hereto, completing such work on or before August 15, 1963.

2.

Contractor further agrees to submit a progress report once each month, beginning May 31, 1963, and to deliver the valuation reports upon completion to City's Director of Finance.

3.

Contractor agrees to furnish all labor, materials and equipment required in performance of this contract and to comply with all applicable laws relating thereto.

4.

In consideration of performance of Contractor's obligations hereunder, City shall pay to contractor the sum of \$15,000.00, as follows:

The sum of \$3,642.86	on	May 31, 1963;
The sum of \$3,642.86	on	June 30, 1963;
The sum of \$3,642.86	on	July 31, 1963;
The sum of \$1,821.42	on	August 15, 1963;

With 30 days after satisfactory performance of Contractor's obligations hereunder and review of the valuation reports by City's Board of Equalization, the City shall pay to Contractor the 15% (\$2,250.00) previously retained, less the amount of any sums claimed for labor, materials or equipment supplied Contractor in connection with performance of this contract.

EXECUTED IN DUPLICATE ORIGINALS this 1 day of May, 1963.

CITY OF SAN ANTONIO

ATTEST: J. H. Inselmann, jck
City Clerk

BY: David A. Harner
Assistant City Manager

ERIK EHRENBORG APPRAISAL COMPANY
3736 Amhurst Street
Dallas 25, Texas

BY: Erick Ehrenborg

AN ORDINANCE 31287

AMENDING THE REGULATIONS GOVERNING POULTRY INSPECTIONS THEREBY AUTHORIZING THE POULTRY PROCESSING PLANT TO EITHER USE AND INSPECTOR BY THE HOUR AT A CHARGE OF \$2.75 PER HOUR OR ON A FULL TIME BASIS AT SALARY PLUS 15%, AND PROVIDING THAT ANY VIOLATION SHALL BE PUNISHED BY A FINE NOT EXCEEDING \$200.00.

* * * * *

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

1. Section 3, Poultry Processor Permits, of the Regulations Governing Poultry Inspections, which was passed and approved by Ordinance 30935, dated November 28, 1962, be and the same is hereby amended to read:

"Section 3. Poultry Processor Permits:

Every Poultry Processor as herein defined desiring to engage

in such business in the City of San Antonio shall make application for a Poultry Processor Permit to the Director of Public Health and it shall be unlawful to engage in such business without first having obtained a Poultry Processor Permit.

A Poultry Processor's Permit shall entitle the holder, in addition to the slaughtering of poultry, to perform operations, authorized under a wholesaler's permit or cold storage permit without the necessity of obtaining such permits or pay the fee therefor. Fees for post and ante mortem inspections shall be either.

- (1) \$2.75 per hour for use of an inspector by the hour.
- (ii) Inspector's salary plus 15% for full time Inspectors.

Violation of this section shall be punished by a fine not exceeding Two Hundred (\$200.00 Dollars."

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31288

AMENDING SECTION 6-35 (a) OF THE CITY CODE RELATING TO ANIMALS AND FOWLS.

* * * * *

WHEREAS, there appears to have been some confusion in the interpretation of Section 6-35 (a) of the City Code and a need for clarification exists which can be fulfilled with the addition of an expository phrase; NOW, THEREFORE:

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

- 1. Section 6-35 (a) of the City Code is hereby amended to read as follows:

"Sec. 6-35 . Same--Procedure when a dog bites a person, another dog, or any other animal.

(a) Whenever a dog bites a person, another dog or any other animal, the owner of such dog or the person observing the incident shall immediately report the incident to the director of public health. The dog making the attack shall be held under observation at the owner's expense for a period of ten days from the date of the bite in the City dog pound or a veterinary hospital operated by a licensed veterinarian. No such animal shall be released from observation unless a Licensed veterinarian certifies that such animal is not affected with rabies."

- 2. 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 31289

GRANTING TAX EXEMPTION OF CERTAIN PROPERTIES OWNED BY VARIOUS RELIGIOUS ORGANIZATIONS.

* * * * *

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

1. That the property owned by the Northwest Hills Baptist Church and San Antonio Baptist Association, the same being Part of Lots B and C, Block E, NCB 11544, Account No. 593-689, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The Northwest Hills Baptist Church is situated on this property known as 2346 Bandera Road, and regular religious services have been held since 1960.

2. That the property owned by the Cumberland Presbyterian Church, the same being Lots 13 and 14, Block 3, New City Block 10257, Account Nos. 132-1256 and 132-1257, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The Cumberland Presbyterian Church is situated on this property known as 122 Aurelia, and regular religious services are being held at this location.

3. That the property owned by the United Christian Missionary Society, the same being Lot 17, Block 13, New City Block 9112, Account No. 114-2128, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt

character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: A one-story brick residence is situated on this property that is owned by the United Christian Missionary Society and occupied by the Rev. Fred Vasquez and his family.

4. That the property owned by the Episcopal Church Corporation in West Texas, the same being the N. 25' of the E. 277.85' of Lot 9, New City Block 7589, Account No. 84-3877-21, Located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: this property consists of a paved parking area adjacent to the Episcopal Church Corporation, and is used by the congregation while attending religious services.

5. That the property owned by the First Presbyterian Church of San Antonio, Texas, the same being Lot 1 and S. E., Irr. 25.3' of Lot 3, ARB 1, also known as A-1, Block 14, New City Block 434, Account No. 9-367, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: This property consists of a paved parking area that is utilized by members of the congregation while attending religious services and persons transacting business with the First Presbyterian Church.

6. That the property owned by the Trustees of the Northern District Rio Grande Conference, the Methodist Church, the same being Lot 39, New City Block 13002, Account No. 183-79, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this property consists of a one-story dwelling that is occupied by Rev. Alfredo Nanez, District Superintendent of the Rio Grande Conference, Northern District, the Methodist Church.

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 31290

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 - Frank S. Stanush, 1959, 1961 and 1962, East irregular 751.81 feet of Tract 4-A except the West 240 feet of the south 200 feet of the East irregular 701.81 feet (20.94) Acres), New City Block 10164, Account No. 249-9-9-7.

As a result of an inspection of this property (Off W. W. White Road) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$23,610.00 to \$17,770.00 because of a drainage condition which prevents the land from being developed. Taxes, penalty, and interest in the amount of \$448.01 are to be collected.

OWNER - Estate of Carrie Kimbrough, 1955 through 1962, inclusive, Lots 37 and 38, Block 23, New City Block 1804, Account Number 30-54.

As a result of an inspection of this property (1019 W. Mulberry) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$29,580.00 to \$26,080.00 because of deterioration of the improvements. Taxes, penalty, and interest in the amount of \$1,062.84 are to be collected.

OWNER - Estate of Rachel O'Con, 1959 through 1962, inclusive, Lots 1 and 2, Block 3, New City Block 740, Account Number 12-2495.

As a result of an inspection of this property (202 King William) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$39,720.00 to \$33,720.00 because of the age and physical condition of the improvements. Taxes, penalty, and interest in the amount of \$1,230.10 are to be collected.

OWNER - Porfirio C. Perez, 1961, Lots 33 and 34, Block 3, New City Block 2206, Account Number 36-179-9-1.

As a result of an inspection of this property (1521 Perez Street) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation be reduced from \$7,890.00 to \$6,330.00 because of overvaluation of the property in relation to other property in the immediate vicinity. Taxes, penalty, and interest in the amount of \$220.10 are to be collected.

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 31291

TERMINATING PRIVILEGES OF GROSS NATIONAL BANK FOR OPERATING TWO WALK-UP WINDOWS IN THE OLD GROSS NATIONAL BANK BUILDING AND PARKING ON NAVARRO STREET ADJACENT THERETO, AND AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$125.00 TO SAID BANK THEREFOR.

* * * * *

WHEREAS, by Ordinance No. 15758, passed and approved August 16, 1951, and extended by Ordinance No. 29802, passed and approved September 12, 1961 and Ordinance No. 30801, passed and approved October 10, 1962, the City Granted Gross National Bank the privileges of operating two walk-up windows on the old Groos National Bank Building and Parking privileges on Navarro Street adjacent thereto, for the sum of \$500.00 a year; and,

WHEREAS, by said Ordinances, either party could terminate said privileges, the said Bank after 30 days written notice; and

WHEREAS, the present privilege agreement expires August 11, 1963; and,

WHEREAS, the said Bank having moved from said building and by letter dated April 11, 1963, having given notice of termination thereof and requested refund therefor; NOW, THEREFORE:

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

1. All privileges of Groos National Bank to operate two walk-up windows in the old Groos National Bank Building and for parking privileges adjacent thereto pursuant to said Ordinances hereinabove listed are hereby terminated effective May 11, 1963.
2. The Director of Finance is hereby authorized to refund to said Bank of the sum of \$125.00, said funds being for the three months of May 12, 1963 to August 11, 1963.
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 31292

AUTHORIZING EXECUTION OF A LEASE OF SPACE IN THE TERMINAL BUILDING AT INTERNATIONAL AIRPORT TO DORIS N. BRANAUM AND JAMES BRANAUM.

* * * * *

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 Doris N. Branaum and husband James Branaum. A copy of said lease (Lease Area 30-50) is attached hereto and incorporated herein.
2. PASSED AND APPROVED this 24th day of April, 1962.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

LEASE NO. 30-50

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. 31292 adopted April 24, 1963, (Hereinafter called "Lessor"), and Doris N. Branaum and husband, James Branaum, (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: Room 128 in Main Terminal Building
- 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	211	\$3.85	\$812.35	\$67.70
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 one year period beginning April 24, 1963.

4. USE(S) OF PREMISES

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

Secretarial services operation of duplicating machines, and telephone answering service, and desk rental by the day.

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 \$1,000.00, or advance payment of 1 yrs. 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, 41, and 6A which have been deleted therefrom.

EXECUTED this 24th day of April, 1963.

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

James Branaum & Doris N. Branaum,
Lessee
P. O. Box 28015
San Antonio 28, Texas

ATTEST: J. H. Inselmann
City Clerk

EXHIBIT NO. 1
STANDARD PROVISIONS AND COVENANTS
SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee: Doris N. Branaum, & husband James Branaum.)

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, or every kind, name and nature, regardless of when or whether paid for or not;
- (2) The aggregate amount of all exchanges of good, 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.
- (3a) Sale of services to customers permanently located in Bexar County who are not tenants at Airport.
- (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 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 the 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 mention 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 from 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 TEXES, 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 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 condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall not be held liable therefor.

9. REPLACEMENT AFTER DAMAGE

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

10. GENERAL

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

AN ORDINANCE 31293

APPROPRIATING AN ADDITIONAL \$1,000 OUT OF INTERNATIONAL AIRPORT BOND & CONSTRUCTION FUND 803-07 FOR CONSTRUCTION CONTINGENCY ACCOUNT PAYABLE TO ALDER ELECTRIC COMPANY IN CONNECTION WITH FAA PROJECT 9-41-080-C314.

* * * * *

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

1. The additional sum of \$1,000 is hereby appropriated out of International Airport Bond & Construction Fund No. 803-07 for Construction Contingency Account, FAA Project 9-41-080-C314, Reconstruct & Strengthen Taxiway 17-35, payable to Alder Electric Company pursuant to the provisions of the construction contract authorized by Ordinance 30886.

2. 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 31294

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH AMERICAN LOCKER COMPANY TO FURNISH AND MAINTAIN RENTAL LOCKERS AT THE SAN ANTONIO INTERNATIONAL AIRPORT FOR FIVE YEAR PERIOD COMMENCING AUGUST 1, 1963.

* * * * *

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

1. The bid of the American Locker Company, Inc. dated April 5, 1963 to furnish and maintain rental lockers at the San Antonio International Airport for five year commencing August 1, 1963, is hereby accepted as follows:

Fifty percent (50%) of that portion of the gross monthly locker receipts that is equal to the number of lockers installed multiplied by \$3.00, and

Eighty percent (80%) of that portion of the gross monthly locker receipts that is in excess of the amount determined by multiplying the number of lockers installed by \$3.00.

2. This ordinance and the attached bid constitute the entire agreement between the parties.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

A RESOLUTION

MANIFESTING THE CITY'S INTENT TO TERMINATE CONCESSIONS AT BRACKENRIDGE PARK OPERATED BY G. HASSLOCKER, EFFECTIVE MAY 31, 1963.

* * * * *

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

1. Pursuant to pertinent provisions of City Ordinance No. 28,877, passed and approved September 22, 1960, notice is hereby given to G. Hasslocker, Concessionaire, of the City's intent to terminate the concessions at Brackenridge Park manifested by Ordinance No. 25,128, passed and approved May 16, 1957, as amended by Ordinance No. 28,595, passed and approved June 24, 1960.

2. Termination of said concessions will be effective May 31, 1963.

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 31295

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH R. E. YARBROUGH & COMPANY TO INSTALL AND OPERATE ONE OR MORE COIN OPERATED VIEWING INSTRUMENTS ON THE OBSERVATION DECK AT SAN ANTONIO INTERNATIONAL AIRPORT FOR PERIOD COMMENCING ON DATE OF ACCEPTANCE AND TERMINATING JULY 31, 1965.

* * * * *

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

1. The bid of R. E. Yarbrough & Company for the installation and operation of one or more coin operated viewing instruments on the observation deck at San Antonio International Airport for a period commencing on date of acceptance and terminating July 31, 1965 is hereby accepted. Said bid is attached hereto and made a part thereof.

2. This ordinance and the attached bid constitute the entire agreement between the parties.

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 31296

ACCEPTING THE ATTACHED QUALIFIED BID OF THE TORGERSON COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PARKS AND RECREATION WITH ONE TRACTOR-MOWER IN THE AMOUNT OF \$3,494.68.

* * * * *

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

1. The attached qualified bid of the Torgerson Company, dated April 19, 1963 to furnish the City of San Antonio, Department of Parks and Recreation with one tractor-mower (Ford Model 41315-7-7-59 tractor and Ford Model 22-109 mower) for a total of \$3,494.68, net is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-03-18.

3. All other bids received are hereby rejected.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31297

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THE TORGERSON COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PARKS AND RECREATION WITH ONE TRENCHER WITH BLADE AND CONVEYOR FOR A TOTAL OF \$2,929.00.

* * * * *

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

1. The attached low qualified bid of the Torgerson Company, dated April 19, 1963 to furnish the City of San Antonio, Department of Parks and Recreation with one Trencher (Davis Mfg. Co. T-78) for a total of \$3,929.00, less trade-in \$1,000.00 - \$2,929.00 less 1%-15 days is hereby accepted.

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

3. All other bids received are hereby rejected.

4. 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 31298

ACCEPTING THE ATTACHED QUALIFIED BID OF ALAMO WELDING SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH 90 CYLINDERS LIQUID CHLORINE FOR A NET TOTAL OF \$1,485.00.

* * * * *

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

1. The attached low qualified bid of Alamo Welding Supply Company, dated April 18, 1963 to furnish the City of San Antonio Department of Parks and Recreation with 90 cylinders of liquid chlorine for swimming pools for a net total of \$1,485.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-04-02.

- 3. All other bids received are hereby rejected.
- 4. 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 31299

AUTHORIZING THE CITY ATTORNEY TO PROSECUTE A FRIENDLY SUIT DISPOSING OF THE CLAIM OF ROBERT L. FOSTER, A MINOR, AND APPROPRIATING THE SUM OF \$700.00 OUT OF FUND NO. 50-03-01 (CODE 410) IN FULL SATISFACTION OF THE AGREED JUDGMENT TO BE ENTERED THEREIN.

* * * * *

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

1. The City Attorney is hereby authorized to prosecute a friendly suit Disposing of the claim of Robert L. Foster, a minor, and to enter into an agreed judgment in the amount of \$700.00 in settlement thereof.

2. The sum of \$700.00 is hereby appropriated out of Fund No. 50-03-01 (Code 410) payable as follows:

- a. \$250.00 to D. B. Foster and Morris Collins, Attorney
- b. \$450.00 to the County Clerk of Bexar County, Texas

in full satisfaction of the agreed judgment to be entered in such friendly suit.

- 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 31300

APPROPRIATING THE SUM OF \$2,100 for ARCHITECT'S FEES, AND THE SUM OF \$500 AS A MISCELLANEOUS EXPENSES CONTINGENCY FUND, OUT OF FIRE STATION CONSTRUCTION BOND FUND NO. 479-04.

* * * * *

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

1. The sum of \$2600 is appropriated out of Fire Station Construction Bond Fund No. 479-04, in connection with construction of new Fire Station No. 19, as follows:

- (a) \$500.00 as a miscellaneous Expenses Contingency Fund.
- (b) \$2,100.00 payable to Malcolm G. Simons as architect's fees pursuant to the contract with said architect authorized by Ordinance 31127.

- 2. 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 31301

APPROPRIATING THE SUM OF \$3,299.10 payable to CLARENCE RINARD FOR ARCHITECT'S FEES, AND THE SUM OF \$500.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT, OUT OF FIRE STATION CONSTRUCTION BOND FUND NO. 479-04.

* * * * *

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

1. The sum of \$3,799.10 is hereby appropriated out of Fire Station Construction Bond Fund 479-04, in connection with construction of Fire Training Facilities, as follows:

- (a) \$500.00 as a Miscellaneous Expenses contingency Account.
- (b) \$3,299.10 payable to Clarence Rinard as architect's fees, pursuant to the contract with said architect authorized by Ordinance 30399.

- 2. 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 31302

AMENDING COUNTY OF BEXAR CONTRACT FOR RADIO MAINTENANCE SERVICES AUTHORIZED TO BE EXECUTED BY ORDINANCE NO. 31129, PASSED AND APPROVED FEBRUARY 13, 1963, TO CHARGE \$4.00 PER MONTH LABOR CHARGE INSTEAD OF \$5.00 PER MONTH LABOR CHARGE FOR REPAIR AND MAINTENANCE OF COUNTY SHERIFF'S MOBILE RADIO EQUIPMENT.

* * * * *

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

1. Paragraph IC of Contract for Radio Maintenance Services between the City of San Antonio and County of Bexar Authorized to be executed by Ordinance No. 31129, passed and approved February 13, 1963, is amended by adding subparagraph 3 as follows:

3. Repair and maintenance of mobile radio equipment for the County Sheriff will be charged at the rate of \$4.00 per month for each mobile two-way unit, plus wholesale cost of components.

2. 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 31303

AUTHORIZING THE CITY WATER BOARD TO INSTALL A 4" SERVICE AT LINCOLN PARK, AND APPROPRIATING THE SUM OF \$377.45 FROM PARKS IMPROVEMENT BOND FUND #479-18 IN PAYMENT THEREFOR.

* * * * *

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

1. The City Water Board is hereby authorized to install a 3" meter and 4" service at Lincoln Park, located at 2500 East Commerce, at an estimated cost of \$377.45.

2. The sum of \$377.45 is hereby appropriated out of Parks Improvement Bond Fund #479-18, payable to the City Water Board for the installation of the aforementioned water and service.

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 31304

GRANTING A REVOCABLE PERMIT TO THE TRANSIT BOARD OF TRUSTEES OF SAN ANTONIO TO USE CERTAIN DESCRIBED PROPERTY ALONG THE SOUTH SIDE OF WEST PARK AVENUE, CITY OF SAN ANTONIO, TEXAS, AS A PARKING AREA AND TO FENCE THE SAME.

* * * * *

WHEREAS, the hereinafter described portion of the right-of-way of West Park Avenue between San Pedro Avenue and that tract of land that was at one time Duffield Street is not presently required for street or sidewalk purposes and the Transit Board of Trustees of San Antonio desires to expand its parking lot to include said portion and to enclose said portion with its fence; NOW, THEREFORE;

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

1. The Transit Board of Trustees of San Antonio is hereby granted a permit authorizing said Board to use the following described portion of the right-of-way of West Park Avenue as part of the transit system parking lot and to enclose said portion with a fence:

beginning at the intersection of the south boundary of the right-of-way of West Park Avenue and the East Boundary of that tract of land which was formerly a portion of West Park Avenue lying between New City Block 347 and a portion of New City Block 3076 and 104, the closing of which was confirmed by Ordinance No. 30373 of the City Council of the City of San Antonio dated May 30, 1962;

THENCE, East along the Southern right-of-way line of West Park Avenue to Northeast corner of Lot 2, New City Block 352;

THENCE, North 8 feet;

THENCE, West to the East boundary of that above-described tract which was formerly a portion of West Park Avenue, the closing of which was confirmed by Ordinance No. 30373 of the City Council of the City of San Antonio dated May 30, 1962;

THENCE, South 8 feet to the point of BEGINNING.

2. The permit herein granted shall be for a period of twenty-five (25) years from the date of this Ordinance; provided, however, that the City expressly reserves the right, acting through the City Council, to revoke the same whenever its exercise may be deemed inconsistent with the public use of the property or become a nuisance. In the event of such revocation, the Transit Board of Trustees shall, at its own expense, remove all improvements placed upon the property pursuant hereto.

3. Said permit is granted subject to the continued usage of the described property by the City of San Antonio for storm drainage and sewage purposes.

4. 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 31305

AMENDING THE ORDINANCE NO. 31162 MANIFESTING A CONTRACT WITH THE CITY OF CASTLE HILLS.

* * * * *

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

1. This ordinance manifests a contract between the City of San Antonio and the City of Castle Hills, by ordinance adopted by its governing body, amending Paragraph 4 of that contract between said cities for sanitary service to the City of Castle Hills, manifested by City of San Antonio Ordinance No. 31162 on February 27, 1963, to read as follows:

"4. The following number and type of connections within Castle Hills will be permitted and no others:

- a. 490 residential unit connections and 10 commercial unit connections in Castle Hills to the 15 inch main along and parallel to Jackson-Keller Road;
- b. 185 residential unit connections and 10 commercial unit connections in Castle Hills to the existing sanitary sewer serving the eastern drainage area of Castle Hills.
- c. Provided that, whenever sewage from any of the commercial connections shall exceed the average from the residential connections, the number of residential connections permitted shall be reduced by a like number.

2. 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 31306

GRANTING TO PECAN VALLEY PROPERTIES, INC., THE RIGHT TO CONSTRUCT AND MAINTAIN A BRIDGE ACROSS A PORTION OF BURKEDALE BOULEVARD AND TO FENCE THE SAME.

* * * * *

WHEREAS, Pecan Valley Properties, Inc., is the owner of land abutting on both sides of Burkedale Boulevard, and the use of a portion of said boulevard is necessary and proper to the better enjoyment of said abutting land; and

WHEREAS, the right herein granted will not be inconsistent with and will not unreasonably impair the public use to which said street is dedicated; NOW, THEREFORE,

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

1. Pecan Valley Properties, Inc., is hereby given the right to construct and maintain a bridge across the following described portion of Burkedale Boulevard, a dedicated but unimproved street:

BEGINNING at an iron pin set in the North right-of-way line of Burkedale Boulevard located at right angles to and 55.0' North of the center line of Burkedale Boulevard at a point 6642.90' measured in a Westerly direction along said center line of Burkedale Boulevard from the intersection of the center line of Burkedale Boulevard with the line of the West line of Loop 13. This beginning point is the Northeast corner of this tract;

THENCE South 54 deg. 14 min. 50 sec. East, across Burkedale Boulevard, a distance of 188.66' to an iron pin set in the South right-of-way line of Burkedale Boulevard, for the Southeast corner of this tract:

THENCE North 89 deg. 54 min, 50 sec. West along the South right-of-way line of line of Burkedale Boulevard, a distance of 283.0' to an iron pin set for the South-west corner of this tract;

THENCE North 54 Deg. 14 Min. 50 Sec. West, across Burkedale Boulevard, a distance of 188.66' to an iron pin set in the North Right-of-way line of Burkedale Boulevard, for the Northwest corner of this tract;

THENCE South 89 Deg. 54 Min. 50 Sec. East, with the South right-of-way line of Burkedale Boulevard, a distance of 283.0" to a point of beginning and containing 0.714 acres of land;

and to fence the said described area and bridge.

2. Prior to the construction of the bridge contemplated under this grant, the final plans for such structure must be approved by the Director of Public Works of the City of San Antonio.

3. The right herein granted shall be for a period of twenty-five (25) years from the date of this Ordinance. Provided, however, that the City expressly reserves the right, acting through the City Council, to terminate this grant when deemed inconsistent with the public use of the property hereinabove described, or when the same may become a nuisance. In the event the right herein granted is terminated, Pecan Valley Properties, Inc., shall, at its own expense, remove all structures and other improvements erected by it on said property.

4. Pecan Valley Properties, Inc., by the acceptance hereof, agrees to indemnify and hold harmless the City of San Antonio from any and all claims, demands or causes of action in any wise resulting from the exercise of the right herein granted.

5. 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 31307

AUTHORIZING ONE ADDITIONAL EMPLOYEE IN THE DEPARTMENT OF CIVIL DEFENSE AND AUTHORIZING THE TRANSFER OF THE SUM OF \$920.00 TO ACCOUNT 18-01-01, CIVIL DEFENSE, CODE 1-10 AND THE SUM OF \$35.00 TO CODE 4-01, BOTH SUMS FROM ACCOUNT 40-01-01 RESERVE FOR PAY RAISES AND RETIREMENT.

* * * * *

WHEREAS, one additional employee is required in the current Civil Defense program of stocking defense shelters, and;

WHEREAS, the Federal Government will reimburse the City for one-half of the cost of this additional position, NOW, THEREFORE;

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

1. The following one additional employee space is hereby authorized for the Department of Civil Defense:

<u>Class Number</u>	<u>Class Title</u>	<u>Range</u>
760	Maintenance Repairman	9(\$230-290)

2. The transfer of the sum of \$920.00 to account 18-01-01, Civil Defense Code 1-10 and the sum of \$35.00 to Code 4-01 from Account 40-01-01, Reserve for Pay Raises and Retirement is hereby authorized.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

RESOLUTION

MANIFESTING THE CITY'S INTENT TO TERMINATE ITS TENANCY OF OFFICE AND STORAGE SPACE IN THE "MORRIS K" BUILDING, 214 Dwyer AVENUE, EFFECTIVE JUNE 15, 1963.

* * * * *

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

1. Notice is hereby given to Mr. Morris Kallison, lessor, of the City's intent to terminate its tenancy of all office and storage space in the "Morris K" Building, 214 Dwyer Avenue, San Antonio, Texas.

2. Said Tenancy will be terminated effective June 15, 1963.

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