

A RESOLUTION

Inasmuch as the City Council took official action last week in recognizing the State football champion Brackenridge Eagles, and because two member of the coaching Staff could not be present at the time, the Council, and I, feel it only proper to take this opportunity in congratulating the men who made victory possible by their shaping of raw material into a championship squad.

In behalf of the Citizens of San Antonio I want to congratulate Coach Weldon Forren, and his three assistants, Herman Humble, Joe Mullins and Rode Gonzales.

AN ORDINANCE 31002

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 CERTIAN PROPERTY DESCRIBED HEREIN

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

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

(Case No. 1806)

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

Lot 11, NCB 1705

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 2nd day of January, A.D., 1963.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

AN ORDINANCE 31003

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 RE-ZONING OF CERTAIN PROPERTY DESCRIBED HEREIN

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

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

(Case No. 1802)

The re-zoning and reclassification of Property form "A" Residence District to "F" Local Retail District listed below as follows:

Lots 7,8,9, 10 & 11, NCB 8672 with the exception of that property in the protective right of way of the proposed North Expressway.

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 Seciton 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 2nd day of January, 1963.

AN ORDINANCE 31004

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

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

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

(Case No.1788)

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

Lots 22 and 23, NCB 12050

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 2nd of January, A.D., 1963.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

AN ORDINANCE 31005

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.

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

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

(Case No. 1823)

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

Lot 10, Blk 4, NCB 7238

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 2nd day of January, A. D., 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31006

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. 1760)

The rezoning and reclassification of property listed as follows:

Lot 41, NCB 11880 from "A" Residence District to "B" Residence District; Lot 42, NCB 11880 from "A" Residence District to "E" Office District; and the West 154.87' of Lot 43, NCB 11880 from "A" Residence District to "J" Commercial District.

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

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

4. PASSED AND APPROVED this 2nd day of January, A. D., 1963.

Attest: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31007

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. 1767)

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

Lot 13, NCB 6227

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 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 2nd day of January, A. D., 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
MAYOR

AN ORDINANCE 31008

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. 1773)

The Rezoning and reclassification of property listed below as follows:

Lot 4, NCB 10756 from "A" Residence District to "F" Local Retail District; and lot 3, NCB 10756 form "A" Residence District to "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 Insepctor 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 2nd day of January, A. D., 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31009

MANIFESTING AN AGREEMENT AUTHORIZING SUB-LEASING A PORTION OF PREMISES AT INTERNATIONAL AIRPORT LEASED TO ALAMO ACCESSORIES & SUPPLY CO.

\* \* \* \* \*

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

1. This ordinance manifests an agreement whereby the City Agrees to a sublease for the one-year period beginning January 1, 1963, to the United States of America (Post Office Department) of a portion of the premises (Lease Area #61) by Alamo Accessories & Supply Co., lessee under a contract dated November 25, 1959, approved by Ordinance 28109. All terms and conditions of said contract shall remain in full force and effect.

2. PASSED AND APPROVED this 2rd day of January, A. D., 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

ACCEPTED AND AGREED TO in all things this 3rd day of January, 1963.

/s/ Leonard Cicero ,d/b/a  
Alamo Accessories & Supply Co.,  
Lessee

The Undersigned, acting as attorney-in-fact under the attached power of attorney, states that approval by the city of San Antonio as lessor of the sublease to the United States of America does and shall not release or exonerate the undersigned surety company from any obligation on the bond for said lease contract.

Approved to Form: , /s/ N.P. Cosgrove, Sr.  
Assistant City Attorney

AN ORDINANCE 31010

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF FOREMOST EQUIPMENT COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH

400 METAL FOLDING CHARIS FOR A NET TOTAL OF \$1,336.00.

\* \* \* \* \*

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

1. The attached low qualified bid of Foremost Equipment Company, dated December 18, 1962 to furnish the City of San Antonio, Department of Parks and Recreation with 400 metal folding chairs (Foremost #44- Lt. Taupe) for a net total of \$1,336.00 is hereby accepted.

2. Payment to be made from General Fund 1-01 as follows: Department of Parks and Recreation, Account No. 11-03-10 - \$334.00 and Account No. 11-04-01 - \$1,002.00.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 9th day of January 1963.

ATTEST: J. H. INSELMANN  
City Clerk

W. W. McAllister  
MAYOR

AN ORDINANCE 31011

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH A.C. McCLURG & COMPANY TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH ALL REQUIREMENTS OF CERTAIN BOOKS AS SPECIFIED BELOW FOR A PERIOD BEGINNING ON DATE OF ACCEPTANCE AND TERMINATING JULY 31, 1963.

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

1. The attached Bidders Proposal of A. C. McClurg & Company, to furnish the requirements of certain books as specified below for the City of San Antonio Public Library for the period beginning on date of acceptance and terminating July 31, 1963 is hereby accepted as follows:

Item 3 - Prebinding charge per volume for Class A. Binding - \$1.24 ea.

ALTERNATE BID:

37% discount from list on total adult and juvenile trade and non-trade books.

2. This ordinance makes and manifests a contract with A. C. McClurg & Company to furnish the requirements of certain books as specified above for the City of San Antonio Public Library for a period beginning on date of acceptance and terminating July 31, 1963. The City of San Antonio hereby agrees to purchase all its requirements of certain books as specified above from A.C. McClurg & Company during stated contract period and according to the terms and Bidders Proposal attached hereto and incorporated herein by reference.

3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of The City of San Antonio to be in writing and adopted by ordinance.

4. PASSED AND APPROVED this 9th day of January, 1963.

ATTESTED: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31012

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF METAL GOODS CORPORATION TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH CERTAIN ALUMINUM SIGN BLANKS FOR A NET TOTAL OF \$2,045.00.

\* \* \* \* \*

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

1. The attached low qualified bid of Metal Goods Corporation, dated December 28, 1962 to furnish the City of San Antonio Department of Traffic and Transportation with certain Aluminum sign blanks for a net total of \$2,045.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31013

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF COMMERCIAL BODY CORPORATION TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH ONE AERIAL PLATFORM WITH BODY FOR A NET TOTAL OF \$7,648.00.

\* \* \* \* \*

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

1. The attached low qualified bid of Commercial Body Corporation dated January 4, 1963 to furnish the City of San Antonio Department of Traffic & transportation with one aerial platform with body for a net total of \$7,648.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Traffic & Transportation, Account No. 23-02-03, Code 5-16.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
MAYOR

AN ORDINANCE 31014

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THRIFT LUMBER COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH CERTAIN ITEMS OF LUMBER FOR A NET TOTAL OF \$3,660.70.

\* \* \* \* \*

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

1. The attached low qualified bid of Thrift Lumber Company, dated December 28, 1962 to furnish the City of San Antonio, Department of Public Works with certain Items of lumber for construction of Fiesta Stands for a net total of \$3,660.70 is hereby accepted.

2. Payment to be made from general Fund 1-01, Department of Public Works, Account NO. 09-05-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 9th day of January 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31015

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF PAUL ANDERSON COMPANY TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH CERTAIN STUDENT DESKS AND APPROPRIATING \$1,130.50 OUT OF POLICE HEADQUARTERS BUILDING BOND 479-15 FOR PAYMENT OF SAME.

\* \* \* \* \*

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

1. The attached low qualified bid of Paul Anderson Company, dated August 1, 1962 to furnish the City of San Antonio, Police Department with certain student desks (Griggs 1800-2S) for a total of \$1,130.50, less 1%-30 days is hereby accepted.

2. The sum of \$1,130.50 is hereby appropriated out of Police Headquarters Building Bond 479-15, payable to Paul Anderson Company.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

## AN ORDINANCE 31016

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 173 MISCELLANEOUS ITEMS OF PERSONAL PROPERTY, IN THE POSSESSION OF THE POLICE DEPARTMENT NOT OWNED OR CLAIMED BY THE CITY OF SAN ANTONIO.

\* \* \* \* \*

WHEREAS, Under the provisions of Section 2-12, san Antonio City Code the Police Department has reported that there is in their possession certain personal property consisting of 173 miscellaneous items of personal property not owned or claimed by the City of San Antonio; and,

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

WHEREAS, said property on which there are charges unpaid and due the City has been in the possession of the Police department in excess of ninety (90) days and is unclaimed; and

WHEREAS, said property was scheduled for public auction on December 8, 1962 and re-scheduled for December 15, 1962; and,

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

1. Said property consisting of 173 miscellaneous items of personal property described in the aforesaid schedule is hereby ordered to be sold at public auction, the day, hour and place of which is hereinafter specified, and provided that this ordinance shall be published twice within a ten-day period in the "Commercial Recorder", giving notice of the time, terms and conditions of such sale.

2. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interest of the City; said sale of these items is to be held at the underground parking area of Police Headquarters at 414 West Nueva, beginning January 26, 1963, at 9:30 A. M. and continuing until all items have been disposed of.

3. Said property may be redeemed by the owner at any time prior to its sale by satisfying the Chief of Police of the True ownership thereof and the payment of the Cost of the Storage and care thereof and all other expenses in connection therewith.

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

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

6. PASSED AND APPROVED this 9th day of January, 1962.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

## AN ORDINANCE 31017

ACCEPTING THE LOW BID OF ACE CLEANING COMPANY FOR THE STONE CLEANING, POINTING, AND WATERPROOFING THE EXTERIOR OF THE MAIN LIBRARY BUILDING; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AND AUTHORIZING PAYMENT OF THE SUM OF \$1,880.00 OUT OF LIBRARY BUDGET ACCOUNT 15-03-01, CODE 2-20, TO ACE CLEANING COMPANY.

\* \* \* \* \*

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

1. The attached low bid of Ace Cleaning Company in the amount of \$1,880.00 for the stone cleaning, pointing and waterproofing of the exterior of the Main Library Building, 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 \$1,880.00 is authorized to be paid to Ace Cleaning Company out of Library Budget Account 15-03-01, Code 2-20.

5. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. MCALLISTER  
MAYOR

## AN ORDINANCE 31018

ACCEPTING THE LOW BID OF MARTIN BROS., GENERAL CONTRACTORS, INC., FOR THE CONSTRUCTION OF STORM DRAINAGE PROJECT 57, 58A; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM \$824,873.60 PAYABLE TO MARTIN BROS., GENERAL CONTRACTORS, INC.; THE SUM OF \$15,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; THE SUM OF \$4,118.05 PAYABLE TO THE TERRELL BARTLETT ENGINEERS, ALL SUMS OUT OF STORM DRAINAGE IMPROVEMENT BONDS, FUND NO. 479-13.

\* \* \* \* \*

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

1. The attached low bid of Martin Bros., General contractors, Inc., in the amount of \$824,873.60, for the construction of Storm Drainage Project 57, 58A, 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 Storm Drainage Improvement Bonds, Fund No. 479-13:

- a. \$824,873.60 payable to Martin Bros., General Contractors, Inc.
- b. \$15,000.00 as a construction Contingency Account;
- c. \$4,118.05 Payable to the Terrell Bartlett Engineers.

5. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31019

ACCEPTING THE LOW BID OF SOUTHWESTERN MECHANICAL CONTRACTORS FOR AIR CONDITIONING THE ROOSEVELT BRANCH LIBRARY: AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR: AUTHORIZING THE PAYMENT OF THE SUM OF \$5,769.00 TO SOUTHWESTERN MECHANICAL CONTRACTORS AND THE SUM OF \$576.90 TO MARTIN E. STALEY, CONSULTING ENGINEER BOTH SUMS FROM LIBRARY BUDGET ACCOUNT 15-03-01, CODE 5-20.

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

1. The attached low bid of Southwestern Mechanical Contractors in the amount of \$5,769.00, for air conditioning the Roosevelt Branch Library 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. Payment of the following sums from Library Budget Account 15-03-01, Code 5-20 is hereby authorized:

- a. \$5,769.00 to Southwes Mechanical Contractors.
- b. \$576.90 to Martin E. Staley, Consulting Engineer.

5. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31020

CANCELLING THE GRAZING LEASE BETWEEN THE CITY OF SAN ANTONIO AND THE LATE TOM AUTHORIZING IN ORDINANCE 30,153, PASSED AND APPROVED FEBRUARY 28, 1962.

\* \* \* \* \*

WHEREAS, the late Tom Slick entered into a Grazing Lease Agreement with the City of San Antonio for Tract 5 in Olmos Basin which was authorized in Ordinance 30153, passed and approved February 28, 1962; and,

WHEREAS, said Lease was for a term of two years commencing January 1, 1962 and ending December 31, 1963; and,

WHEREAS, Tom Slick has passed away and the Executors of his Estate wish to cancel said Lease for the remaining term; and,

WHEREAS, the City of San Antonio agrees to the cancellation of said Lease for its remaining term; NOW, THEREFORE:

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

1. The Grazing Lease agreement authorized by Ordinance 30153, passed and approved February 28, 1962, between the Late Tom Slick and the City of San Antonio for Tract 5 in Olmos Basin is hereby cancelled and the City of San Antonio Releases the Estate of Tom Slick from any and all terms and conditions of said Lease.

2. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. INSELMANN  
City Clerk

W. W. MCALLISTER  
Mayor

## AN ORDINANCE 31021

AMENDING ORDINANCE 30481, AUTHORIZING THE CITY WATER BOARD TO INSTALL A 6" WATER METER AT WEST SIDE PARK, PROJECT NO. 2, TO APPROPRIATE THE ADDITIONAL SUM OF \$178.66 FROM PARKS IMPROVEMENT BOND FUND #479-18 IN PAYMENT THEREFOR.

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

1. Paragraphs 1 and 2 of Ordinance #30481 are hereby amended to read as follows:

"1. The City Water Board is hereby authorized to install a 6" water meter on the service line at West Side Park, Project No. 2 at a cost of \$1,439.66.

2. The sum of \$1,439.66 is hereby appropriated out of Parks Improvement Bond Program 479-18, West Side Park Project No. 2, and payment to the City Water Board of the sum of \$1,439.66 for the installation of the aforementioned water meter is hereby authorized."

2. PASSED AND APPROVED this 9th day of January, 1963

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

## AN ORDINANCE 31022

APPROPRIATING THE SUM OF \$1,025.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF AN EASEMENT IN CONNECTION WITH STORM DRAINAGE #39 PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM TO LONE STAR THEATRES, INC. TO A PORTION OF A 20.00 FOOT DRAINAGE ALLEY BETWEEN LOTS 1 AND 2, NCB 7224.

BE IT OR DAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

1. The sum of \$1,025.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16, said sum being payable to Alamo Title Company as escrow agent for Lone Star Theatres, Inc., For an easement over a portion of Lots 1 and 2, NCB 7224, Being Parcel 5503.

2. The City Manager is hereby authorized to execute a quitclaim to Lone Star Theatres, Inc., to a portion of a 20.00 Foot Drainage alley between lots 1 and 2, NCB 7224, as a further consideration for the easement set forth in paragraph 1 above.

3. A copy of said easement agreement is filed herewith and incorporated herein by reference.

4. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

STATE OF TEXAS

COUNTY OF BEXAR

That LONE STAR THEATRES, INC., A private Corporation, duly incorporated and doing business under the laws of the State of Texas, acting by and through its duly authorized officers, pursuant to a resolution by its Board of Directors, as seller, for and in consideration of the agreed purchase price of \$1,025.00 and the City of San Antonio to convey by Quitclaim Deed to the seller a portion of a 20.00 foot drainage alley between Lots 1 and 2, New City Block 7224, San Antonio, Bexar County, Texas, described as follows:

A portion of a 20.00 foot drainage alley between Lots 1 and 2, New City Block 7224, being more particularly described as follows:

BEGINNING at a point on the eastern right-of-way line of Carolyn Street, said point being 9.59 feet from the most northern corner of Lot 1, New City Block 7224, and also being the most northern corner of a 20.00 foot drainage alley.

THENCE; S. 45° 36' E. Along the northeast line of said 20.00 foot drainage alley, a distance of 531.70 feet to a point, said point being on the northeast line of a proposed 24.00 foot permanent drainage easement.

THENCE; N. 59° 55' W, along the northeast line of said proposed easement, a distance of 80.88 feet to a point on the southwest line of said existing 20.00 foot drainage alley.

THENCE; N. 45° 36' W, along the southwest line of said 20.00 foot drainage alley, a distance of 437.66 feet to a point on the eastern right -of-way line of Carolyn Street.

THENCE; N. 6° 15' E, Along the eastern right-of-way line of Carolyn Street, a distance of 25.44 feet to the point of beginning,

and other good and valuable consideration; contract to grant, sell and convey an easement or easements to the City of San Antonio, as buyer, across the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-Witt:

A portion of Lot 1, New City Block 7224, being more particularly described as follows:

BeGINNING at a point the intersection of the western right-of-way line of Frio City Road and the northern boundary of a 20 foot drainage alley, said intersection being also the southern most corner of Lot 1;

THENCE northwesterly along the northern boundary of the drainage alley a distance of 31.97 feet to a point;

THENCE a right deflection angle of  $165^{\circ} 41'$  a distance of 15.28 feet to a point;

THENCE a right deflection angle of  $16^{\circ} 55'$  a distance of 17.61 feet to a point on the west right-of-way line of Frio City Road;

THENCE southwesterly along said right of way line a distance of 3.01 feet to the point of beginning;

A portion of lot 2, New City Block 7224, being more particularly described as follows;

BEGINNING At a point on the eastern right-of-way line of Carolyn Street, said point being 118.33 feet from the intersection of the southern boundary of a 20-foot drainage alley and the eastern Right-of-way Line of Carolyn Street, said intersection being also the north-most corner of Lot 2;

THENCE a left deflection angle of  $66^{\circ} 10'$  a distance of 376.31 feet to a point on the southern boundary of the 20-foot drainage alley;

THENCE southeasterly along said boundary a distance of 107.45 feet to a point on the western right-of-way line of Frio City Road;

THENCE southwesterly along said right-of-way line a distance of 0.88 feet to a point;

THENCE A right deflection angle of  $84^{\circ} 28' 40''$  a distance of 11.72 feet to a point;

THENCE a left deflection angle of  $16^{\circ} 55'$  a distance of 458.31 feet to a point on the eastern right-of-way line of Carolyn Street;

THENCE northerly along said right-of-way line a distance of 26.24 feet to the point of beginning,

together with all improvements and other things incident or belonging thereto, according to instruments describing said easements, and the terms and conditions thereof, to which instruments reference is made for a more particular description.

Seller agrees to grant to the City of San Antonio a temporary construction easement over a portion of Lots 1 and 2, New City Block 7224, according to plat attached hereto and described by Field Notes in the Easement.

The City of San Antonio is incorporating in the construction contract and agrees to the following provisions:

1. High Early Strength cement shall be required for all concrete construction within the Limits of the Theater property.
2. Excavations within the theater property shall be fenced around their entire perimeter with an effective wire mesh fence of 5' height between the hours of 7 P. M. and 6 A. M. during summer months, 6 P. M. and 6 A. M. during winter months.
3. Boundary fence of such character as to preclude entrance by individuals or vehicles or visibility from the outside through the boundary shall be in place between the hours of 7 P.M. and 6 A.M. during summer months, 6 P.M. and 6 A.M. during winter months.
4. There shall be available at all times a provision for crossing the construction from the north side to the south side within the theater property by vehicles and/or pedestrians to provide for the necessary entrance and exit of theater patrons between the hours of 7 P.M. and 6 A.M., such crossing shall be located at a point to provide for satisfactory passage under all conditions of weather.
5. Following completion of construction of drainage structures and backfill within the theater property, the contractor shall remove all temporary fencing, restore all boundary fencing and restore all base and surfacing within the temporary and permanent easement areas. Such restoration shall include the installation of 6" of compacted base over the excavated area and the remainder of easements scarified and brought up to grade with additional base if necessary. Both temporary and permanent easements to receive 1" of asphaltic concrete surfacing. Said easements shall have their surfaces conforming with the original grading of theater grounds.
6. Pipes leading from the present drainage sump adjacent to Carolyn Street through the theater property shall be plugged by the City on the entrance and the sump shall be covered over. The said drainage pipes leading from said sump shall be emptied into a catchment structure located within the easement adjacent to Frio City Road. The said catchment structure shall be provided with a grate to permit collection of drainage water out of the theater property.
7. All necessary wiring for speakers and all speakers involved in the temporary and permanent easement area shall be removed prior to the construction and reinstalled after completion of the construction by the theater owners at their own expense. It is understood that during the time of construction across the theater property there shall be no obligation to keep in operation that part of the theater including the speakers which lies to the south of the construction easement.

8. The contractor shall give the City a two-weeks notice prior to beginning construction in theater property. The City in turn shall inform the theater owners of this notice.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any.

ALAMO TITLE COMPANY shall act as escrow agent and the seller upon demand by the buyer agrees to deliver such instruments duly executed to the escrow agent at its San Antonio office.

The agreed purchase price is payable \$1,025.00 at the time of the delivery of such instruments.

The buyer without expense to the seller shall prepare the instruments and provide the required United States documentary stamps, if any, for the conveyance to the buyer.

EXECUTED this the 3rd day of January, A.D. ,1963.

LONE STAR THEATRES, INC.  
BY: /s/ Albert H. Reynolds.

AN ORDINANCE 31023

EXTENDING THAT PORTION OF ORDINANCE 30078 APPROVING THE LOCATION OF THE ROUTE OF INTERSTATE HIGHWAY 37 (SOUTHEAST EXPRESSWAY) IN THE CITY OF SAN ANTONIO FROM INTERSTATE HIGHWAY 35 TO THE SOUTHEAST CITY LIMITS WITH REVISED RIGHT-OF-WAY LIMITS FOR THE PORTION OF THE PROJECT BETWEEN SOUTH HACKBERRY STREET AND INTERSTATE HIGHWAY 35; ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF SUCH RIGHT-OF-WAY LOCATION; DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR SPECIFIED WORK WITHIN THE BOUNDARIES OF SUCH RIGHT-OF-WAY.

\* \* \* \* \*

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

1. The provisions of Ordinance 30078, passed and approved January 24, 1962, shall remain in full force and effect for an additional on-year period ending January 16, 1964.
2. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J.H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31024

EXTENDING THE EFFECTIVE PERIOD OF ORDINANCE 30074 ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF THE KELLY AFB ACCESS ROAD IN THE CITY OF SAN ANTONIO FROM LACKLAND ROAD AT FRIO CITY ROAD TO THE PROPOSED U. S. HIGHWAY 90 WEST EXPRESSWAY; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK WITHIN THE SAID BOUNDARIES TO JANUARY 17, 1964.

\* \* \* \* \*

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

1. The provisions of Ordinance 30072, passed and approved January 17, 1962, shall remain in full force and effect for an additional one-year period ending January 17, 1964.
2. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31025

AMENDING ORDINANCE 30883 THEREBY PERMITTING A 6" PRODUCTS PIPELINE IN SPRINGFIELD ROAD IN LIEU OF AN 8" PIPELINE.

\* \* \* \* \*

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

1. Paragraph 1, Ordinance No. 30883, passed and approved November 7, 1962, be and the same is hereby amended to read:
  1. This ordinance manifests a permit to Phillips Petroleum Company, a private corporation, hereinafer called "Permittee", to construct a 6" Products Pipeline in Springfield Road in the City of San Antonio upon the following Terms and conditions:

2. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. INSELMANN  
City Clerk

W. W. MCALLISTER  
Mayor

AN ORDINANCE 31026

APPROPRIATING THE SUM OF \$23,435.50 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT AND ACCEPTING TWO DEDICATIONS FOR STORM DRAINAGE #55 PROJECT AND JUDIVAN STREET CROSSING PROJECT.

\* \* \* \* \*

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

1. The sum of \$23,435.50 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of ways as follows:
  - a. \$1,000.00 payable to Stewart Title Company as escrow agent for Christopher Tarnava, et al for title to 0.6362 of an acre of land, more or less, in New City Block 3694, being Parcels 52-4352 & 53-4353.

b. \$6,685.50 Payable to Stewart Title Company as escrow agent for Saturnino (Nino) C. Galindo and Felipa Galindo for title to 0.0952 of an acre of land, more or less, same being out of and a part of Lot 84, New City Block 6724, being Parcel 145-4445.

c. \$15,750.00 payable to Stewart Title Company as escrow agent for Annie Roma McKenzie, et al for title to 0.7697 of an acre of land, more or less, in New City Block 11313, Being Parcel 489-4789.

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. Dedication of a triangular portion out of Lot 1, New City Block 7351, granted by Effie Lyn Rogers, for a storm drainage easement for Storm Drainage #55 project is hereby accepted. Parcel 5550. A copy of said Dedication is filed herewith a incorporated herein by reference.

3. Dedication of a right of way and easement for the purpose of operating and maintaining thereon Judivan Drive in, on and over a strip of land 60 feet in width and 101.72 feet in length and being a part of the Missouri-Kansas-Texas Railroad Company's San Antonio Subdivision main truck right of way at Mile Post 1026.94 being out of the Gertrudes Rodrigues Headright at San Antonio, Bexar County, Texas, granted by Missouri-Kansas-Texas Railroad Company is hereby accepted. A copy of said Dedication is filed herewith and incorporated herein by reference.

4. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31027

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

\* \* \* \* \*

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

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

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

Broadway	and I.H. 410 Eastbound Frontage Road
Broadway	and I. H. 410 Westbound Frontage Road
Culebra	at Alazan Creek Bridge
Fredericksburg Road	and I. H. 10 Southbound Frontage Road
McCullough	at Eastbound Frontage Road of Loop 410
McCullough	at Westbound Frontage Road of Loop 410
Nacogdoches	and I. H. 410 Eastbound Frontage Road
Nacogdoches	and I. H. 410 Westbound Frontage Road
Pleasanton	and Hutchins
Pleasanton	and Rayburn
S. New Braunfels	and S. E. Military

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

Broadway	and	Military (NE)
Loop 13	and	Nacogdoches
Main	and	Euclid (W)

3. Section 38-108, Schedule "B" of the City Code of the City of San Antonio entitled "One-way street Locations" is hereby amended to include the following.

<u>STREET</u>	<u>EXTENT</u>	<u>DIRECTION</u>
Tica Lane	Laredo (S) to Santa Rosa	Westbound

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

<u>THROUGH STREET</u>	<u>CROSS STREET</u>
Aurora	Alicia
Aurora	Hortencia
Babcock	Newgate
Barclay	Tampico
Buckeye	Gilbert Lane
Buckeye	Schmeltzer
Carson	Muncey
Carson	Olive
Carson	Palmetto
Carson	Pierce
Chickering	Beethoven
Clark	Waleetka
Cottonwood	Collingsworth

THROUGH STREET

Cupples Rd.  
 Dewhurst  
 Dewhurst  
 Dollarhide  
 Drake  
 Eads  
 Elmendorf (S)  
 Euclid  
 Fitch  
 Groff  
 Gulf  
 Hamilton  
 Highview  
 Hoover  
 Hoover  
 Huff (E)  
 Jeanette  
 Lee Hall  
 Marian  
 Marian  
 Marian  
 Marian  
 McMullen  
 Medina (S)  
 Minter  
 Mission Rd.  
 Monterey  
 Nineteenth (Sw)  
 Norfleet  
 Old Moss  
 Olney  
 Overhill  
 Perez  
 Pilgrim  
 Pineridge  
 Pleasanton Rd.  
 Pleasanton Rd.  
 Pyron (E)  
 Pyron (E)  
 Quintana  
 Rigsby  
 Rigsby  
 Rio Grande (S)  
 Rittiman Rd.  
 Russell  
 St. Mary's (N)  
 San Fernando  
 Senisa  
 Shadwell  
 Sims  
 Sims  
 Slayden  
 Twenty-Fifth (NW)  
 Twenty-Seventh (NW)  
 Uvalde  
 Vance Jackson  
 Vickers  
 Victor  
 Walters (S)  
 Walters (S)  
 Winnipeg (W)

CROSS STREET

Depla  
 Adrian  
 Pilgrim  
 Bob Billa  
 Garland  
 Naylor  
 San Fernando  
 Erie  
 Huron  
 Thirty-Eight (NW)  
 Mittman (N)  
 Laurel (W)  
 Lookout  
 Charlotte  
 Graebner  
 Trenton  
 Mountain Top  
 Michigan  
 Carroll  
 Cavalier  
 Jennings  
 Walton  
 Naylor  
 Tampico  
 Morales  
 Benita  
 Felisa  
 Huizar  
 Isabel  
 Kelly  
 Palo Blanco  
 Weaver  
 Pinto (S)  
 Arbor  
 Cody  
 Oak Ledge  
 Cascade  
 Roanoke  
 Twenty-Fifth (NW)  
 Saxon  
 Old Moss  
 Mally (E)  
 Villaret  
 Curtis  
 Trenton  
 Wilcox  
 Covington Rd.  
 Grobe  
 Montana  
 Allegro  
 Ripley  
 Fannin  
 Pinto (S)  
 Oriole  
 Red Bud  
 Charlotte  
 Graebner  
 McNeel  
 Salinas  
 Lombrano  
 Naylor  
 Greencrest  
 Kyle  
 Westgate  
 Minnetonka  
 Waleetka  
 Charlotte

4. Section 38-109, Schedule "C" of the City Code of the City of San Antonio Entitled "Full stop Location", is hereby amended to exclude the following intersections:

- a. Full four-way stop locations.

McCullough McCullough

and

N.W. Military Eastbound  
 Frontage Road.

- b. Full stop locations.

THROUGH STREET

Adele  
 Cavalier  
 Garland  
 Jennings  
 Kipling  
 McNeel

CROSS STREET

Hicks  
 Marian  
 Drake  
 Marian  
 Walters  
 Slayden

5. Section 38-110, Schedule "D" of the City Code of the City of San Antonio entitled "Yield Right of Way Locations" is hereby amended to include the following intersections:

THROUGH STREET

Belford  
 Belford  
 Benrus  
 Cravens  
 Cumberland

CROSS STREET

Banbridge  
 Gayle  
 Aurora  
 Waugh  
 Marian

Drake  
Fonville  
Glamis  
Hicks  
Huff (E)  
Kipling  
Oak Glen  
Paula  
San Fernando

Gaynor  
Artemis  
Waugh  
Adele  
Curtis  
Walters  
Wyndale  
Tucker  
San Ignacio (S)

6. Section 38-110, Schedule "D" of the City Code of the City of San Antonio entitled "Yield Right of Way Locations" is hereby amended to exclude the following intersections:

THROUGH STREET

Buckeye  
Buckeye  
Chickering  
Cottonwood  
Dewhurst  
Grobe  
Lee Hall  
Pilgrim  
Pinto (S)  
Roanoke  
Russell  
Shadwell

CROSS STREET

Gilbert Lane  
Schmeltzer  
Beethoven  
Collingsworth  
Pilgrim  
Rigsby  
Michigan  
Saxon  
Monterey  
Overhill  
Ripley  
Red Bud

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

<u>STREET</u>	<u>EXTENT</u>	<u>SPEED</u>
Dauchy Road	Hackberry to Goliad Road	35 MPH
I. H. 10 North & South bound	Hildebrand to west Ave.	35 MPH
Frontage Rds.	West Ave. to City Limits (E)	40 MPH
	of Balcones Heights	
	City Limits (W) of Balcones Heights to City Limits N. W. of Kenney Rd.	40 MPH
Military (SW)	City Limits to Somerset	35 MPH
	Somerset to S. Flores	40 MPH
Military (NE)	Fratt Interchange to Post Oak	55 MPH Max. 40 MPH Min.
	Post Oak to Jones Maltsberger	40 MPH
	Jones Maltsberger to san Pedro	50 MPH
Military (SE)	S. Flores to Roosevelt	40 MPH
Steves	Hackberry to New Braunfels	35 MPH
Wurzbach	Ft. Sam to Rittiman Road	40 MPH
	Rittiman Road to Klaus	45 MPH
	Klaus to Urban Crest	50 MPH
	Urban Crest to Military (NE)	40 MPH
	Lockhill-Selma to City Limits	55 MPH

8. Section 38-111, Schedule "E" of the City Code of the City of San Antonio Entitled "Speed Regulations" is hereby amended to exclude the following:

<u>STREET</u>	<u>EXTENT</u>	<u>SPEED</u>
Chavenaneaux Road	Palo Alto to Espada Rd.	40 MPH
Interstate Hwy.	10 North & South Bound	
frontage roads	Hildebrand Rd. to West Ave.	35 MPH
	West Ave. to City Limits	40 MPH
Military (SW)	City Limits to S. Flores	35 MPH
Military (NE)	Fratt Interchange to Wurzbach	55 MPH
	Wurzbach to Nacogdoches	50 MPH
	Nacogdoches to Jones Maltsberger	40 MPH
	Jones Maltsberger to San Pedro	50 MPH
Military (SE)	S. Flores to Roosevelt	35 MPH
Wurzbach	Ft. Sam To Rittiman	40 MPH
	Klaus to N. E. Military	50 MPH
	Rittiman to Klaus	45 MPH
	Lockhill-Selma to City Limits	55 MPH

9. Section 38-113, Schedule "G" of the City Code of the City of San Antonio Entitled "Parking Prohibited at all Times" is hereby amended to include the following locations:

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
Allensworth	Broadway to Catalpa	Even
Medina (S)	Tampico to Laredo	Even

10. Section 38-114, Schedule "H" of the City Code of the City of San Antonio entitled "Stopping, Standing Prohibited During Certain Hours" is hereby amended to include the following locations:

a. Seven A.M. to Nine A.M.

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
Broadway (N)	Burr to Travis (E)	Odd
Broadway (N)	Sunset to Loop 410	Odd

b. Ten A.M. to Six P.M.

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
Alamo (N)	Travis (E) to Houston (E)	Even

c. Four P. M. to Six P. M.

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
Alamo (N)	Travis (E) to Houston (E)	Odd
Broadway (N)	Sunset to Loop 410	Even
Dwyer	Dolorosa to Market	Even
Dwyer	Nueva to Market	Odd

11. Section 38-114, Schedule "H" of the City Code of the City of San Antonio Entitled "Stopping, Standing Prohibited During Certain Hours" is hereby amended to exclude the following locations:

a. Seven A.M. to Nine A. M.

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
Broadway	Burr to (E) Houston	odd

b. Four P. M. to Six P. M.

<u>STREET</u>	<u>EXTENT</u>	<u>SIDE</u>
Alamo (N)	Travis (E) to Houston (E)	Bothe
Dwyer	Nueva to Market	Both

12. Passed and Approved this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31028

AMENDING SECTION 38-62, OF THE CODE OF THE CITY OF SAN ANTONIO, THEREBY DESIGNATING CERTAIN HIGHWAYS AS TRUCK ROUTES FOR TRUCKS OVER 18,000 POUNDS GROSS VEHICLE WEIGHT RATING, 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 38-62, of the Code of the City of San Antonio, be and the same is hereby amended to read as follows:

Section 38-62.1. Truck Routes

a. All interstate Highway, U.S. Highway and State Highway numbered routes within the City of San Antonio are designated as truck routes.

b. It shall be unlawful for any truck over 18,000 lbs. gross vehicle weight rating (or 18,000 lbs. gross cargo weight rating in the case of a truck-trailer or tractor-trailer unit) to use, travel upon or be driven over any street, avenue, or highway within the City of San Antonio not designated as a truck route.

c. Provided, however, that if the point of origin or destination, for commercial purposes only, for any truck shall be off said truck route, then said truck may proceed by the shortest possible route to or from the nearest truck route.

d. However, no commercial motor vehicle, truck, tractor, truck-tractor, trailer, or other vehicle, nor any combination of such vehicles shall be operated over or upon the streets, bridges, or public ways of the city, the total gross weight of which exceeds that permitted a like vehicle on the highways of the state.

2. Violation of this ordinance shall be punished by a fine not exceeding two hundred dollars (\$200.00).

3. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31029

AUTHORIZING AMENDMENTS TO CERTAIN LEASES BY THE CITY AT MUNICIPAL AIRPORTS, AND AMENDING ORDINANCE 30964 IN ACCORDANCE HEREWITH.

\* \* \* \* \*

WHEREAS, certain leases at City-owned airports do not contain any provision for adjustment of rentals according to variations in the economic indices described in Ordinance 30964; and,

WHEREAS, it was and is the intent to charge uniform rental rates for similar leases at such airports; NOW, THEREFORE:

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

1. Ordinance 30964, passed and approved December 12, 1962, is hereby amended to authorize the City Manager to execute amendments to leases of areas at City-owned airports to include the provision called for by Paragraph 1 thereof and Exhibit "A" thereto, where such is

not presently provided. This authority is in addition to that approved by said Ordinance 30964.

2. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31030

MANIFESTING AN AGREEMENT EXTENDING A LEASE TO STAGECOACH AIRWAYS, INC. OF SPACE IN THE TERMINAL BUILDING AT INTERNATIONAL AIRPORT.

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

1. This ordinance manifests an agreement between the City of San Antonio and Stagecoach Airways, Inc., a Texas private corporation acting by and through its designated officers pursuant to a resolution of its board of directors, as follows:

- a. The Term of the lease (Lease area 30-36) executed February 14, 1962, approved by Ordinance 30131 by the parties hereto is extended for the one year period ending January 31, 1964.
- b. Stagecoach Airways, Inc., lessee therein, shall have the option to renew this lease for three additional one-year periods, provided that said lessee shall give lessor written notice of the exercise of such option 30 days prior to the end of the then current one-year term.
- c. Lessee agrees to relocate in other space in the Terminal Building, if required in connection with remodeling by lessor, upon request by the lessor.
- d. All other terms and conditions of the aforementioned lease shall remain in effect during the period of this extension or any other renewals.

2. Passed and approved this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor.

Project: Airport Clear Zone  
Parcel: 2551

AN ORDINANCE 31031

APPROPRIATING \$12,00 out of Airport FEDERAL AID PROJECT 9-41-080-6012 FUND NO. 803-05 PAYABLE TO THE SHERIFF OF KENT COUNTY, RHODE ISLAND, AS COSTS FOR SERVICE OF CITATION UPON TWO DEFENDANTS IN CONDEMNATION CASE NO. 1416 IN THE COUNTY COURT OF BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

1. The sum of \$12.00 is hereby appropriated out of Airport Federal Aid Project 9-41-080-6012 Fund No. 803-05, payable to the Sheriff of Kent County, Rhode Island, as costs for service of Citation upon two defendants in Condemnation Cause No. 1416 in the County Court of Bexar County, Texas.

2. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31032

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 - Estate of W.I. and Florence Whitt, 1957 through 1961 inclusive, Lot 3, Block 5, New City Block 1902, Account Number 30-1353.

As a result of an inspection of this property (315 W. Dewey Place) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$23,750 to \$22,400 because of interior and exterior deterioration. Taxes, penalty, and interest in the amount of \$877.35 are to be collected.

OWNER - Adele Milroy Coryell, 1956 through 1961 inclusive, Lot 6, Block 3, New City Block 744, Account Number 12-2566

As a result of an inspection of this property (1021 S. Alamo) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$23,480 to \$20,580 because of the dilapidated condition of the improvement. Taxes, penalty, and interest in the amount of \$821.29 are to be collected.

OWNER - Luciano and Irene R. Contreras, 1955 through 1961 inclusive, Lot 16, Block 5, New City Block 3987, Account Number 60-3301.

As a result of an inspection of this property (313 San Carlos) by an appraiser for the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$7,560 to \$3,920 because of windows and doors destroyed and plumbing torn out by vandals. Taxes, penalty, and interest in the amount of \$164.77 are to be collected.

OWNER - Bartole and Anita Mora, 1958 through 1961 inclusive, Lot 8, Block 2, New City Block 3073, Account Number 48-1261.

As a result of an inspection of this property (528 Cooper Street) by an appraiser for the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$10,000 to \$8,880 because of removal of the garage and depreciation of the residence. Taxes, penalty, and interest in the amount of \$335.36 are to be collected.

OWNER - Howard M. Wong, 1958 through 1960 inclusive, South 61 feet of Lots 9 and 10, Block S, New City Block 1322, Account Number 21-1345.

As a result of an inspection of this property (1333 Hays Street) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$20,130 to \$18,360 because of the poor physical condition of the improvements. Taxes, penalty, and interest in the amount of \$1,016.89 are to be collected.

OWNER - Earl and Lucille Harrison, 1961 only, Lot 20, Block 3, New City Block 1358, Account Number 21-1798.

As a result of an inspection of this property (327 Blue Bonnet Street) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the year involved be reduced from \$2,910 to \$720 because property was condemned by Minimum Housing Section on May 11, 1960 due to excessively dilapidated condition of improvements. Taxes, penalty, and interest in the amount of \$24.71 are to be collected.

OWNER - Earl and Lucille Harrison, 1961 only, Lot 19, Block 3, New City Block 1358, Account Number 21-1797

As a result of an inspection of this property (327 Blue Bonnet Street) by an appraiser for the City Assessor's Office, it is recommended that the assessed valuation for the year involved be reduced from \$510 to \$410 leaving only the value of the land since the improvement is of no value and is being removed. Taxes, penalty, and interest in the amount of \$14.06 are to be collected.

OWNER - Felix and Vivian Ortis, 1955 to 1958 inclusive, and 1960 and 1961, Lot 67, Block 4, New City Block 11160, Account Number 584-2191

As a result of an inspection of this property (Ashby Road, W. of Roosevelt Avenue) by the Chief Property Appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$9,660 to \$5,020 because of destruction of the improvements by vandalism and deterioration. Taxes, penalty, and interest in the amount of \$213.30 are to be collected.

OWNER - G. Barenblat, 1956 through 1961 inclusive, Lot 43, New City Block 2493, Account Number 39-1469

As a result of an inspection of this property (3311 S. Laredo) by an appraiser for the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$4,080 to \$3,540 because of the physical deterioration of the improvements. The improvements are to be removed. Taxes, penalty, and interest in the amount of \$142.32 are to be collected.

OWNER - George W. and Ethel Springer, 1954 through 1961 inclusive, East 50 feet of Lot 2, Block 2, New City Block 3730, Account Number 57-2905

As a result of an inspection of this property (115 Custer Street) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$8,520 to \$6,580 because of a change in the basic unit calculation used by the assessing office and depreciation of the improvements. Taxes, penalty, and interest in the amount of \$275.67 are to be collected.

PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
MAYOR

AN ORDINANCE 31033

AUTHORIZING SECURITY TITLE AND TRUST COMPANY TO DISBURSE THE AMOUNTS OF \$510.80 PAYABLE TO THE COUNTY TAX ASSESSOR AND COLLECTOR AND \$543.65 PAYABLE TO THE CITY OF SAN ANTONIO.

\* \* \* \* \*

WHEREAS, on September 24, 1938, the City of San Antonio and the San Antonio Independent School District recovered a judgement for delinquent taxes due on a certain lot described as lot 8, block E 1/2 of 14, New City Block 611, neither the State of Texas nor County of Bexar to whom delinquent taxes were also due having been made parties to the suit, and the City and School District bid in said lot on foreclosure sale and became joint owners thereof on December 27, 1940; and

WHEREAS, by Ordinance No. 3688, dated July 11, 1946, the City was authorized and directed to convey said lot by quitclaim deed of a private purchaser for \$5,500 without the tax liens of the State and County having been satisfied; and

WHEREAS, on August 9, 1946, the State and County brought suit against the City and School District for said Taxes allegedly due them on said lot; and

WHEREAS, on August 26, 1946, in connection with the conveyance of said lot to said purchaser during the pendency of said suit, the City entered into an agreement with the Security Title and Trust Co., whereby the Title Company received from the City the Sum of \$1,054.45 appropriated by Ordinance No. 3923, dated August 22, 1946 to be held in escrow for the payment of all delinquent taxes allegedly due on said lot as of the date of said conveyance and issued a guarantee certificate to the purchaser pursuant to said agreement that all delinquent taxes would be paid by said sum; and

WHEREAS, although the tax suit resulted in favor of the City of San Antonio by opinion of the supreme Court of Texas dated May 19, 1948 (209 S. W. 2d 756), no further action was then taken to distribute the \$1,054.45 held in escrow with the title company; and

WHEREAS, the state and County's delinquent taxes due on said lot for 1930 and 1940, both years inclusive, are in the amount of \$510.80; and

WHEREAS, the City desires to fulfill its obligations with the title company to expend the funds it holds in escrow to pay all delinquent taxes due as stated herein; and

WHEREAS, the State and county have agreed to furnish a tax certificate to the Security Title and Trust Co. for delinquent taxes due them for 1930 and 1945, both years inclusive, on said lot in consideration of said sum of \$510.80 and the title company has agreed upon our authorization to disburse \$1,054.45, the amount it holds in escrow, in two checks, as follows: \$510.80 payable as aforesaid to the Assessor and Collector of Taxes of Bexar County, and the balance of \$543.65 to the City of San Antonio, NOW THEREFORE;

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

1. The Security Title and Trust Co. is hereby authorized to disburse the sum of \$1,054.45 held by it in escrow, paying said amount in two checks, one for \$510.80 payable to the Assessor and Collector of Taxes of Bexar County and the balance of \$543.65 payable to the City of San Antonio to be deposited in the general fund of the City of San Antonio.

2. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
MAYOR

AN ORDINANCE 31034

*amended 1-9-64 by ord 32014*

REVISING AND ESTABLISHING ELECTION PRECINCTS FOR THE CITY OF SAN ANTONIO AFTER JANUARY 31st, 1963.

\* \* \* \* \*

WHEREAS, as more fully appears by reference to the minutes of the County Commissioners of Bexar County, Texas, on the 14th day of August, 1946, the 14th day of August, 1947, the 12th day of August, 1948, the 10th day of August, 1949, the 19th day of August, 1950, the 18th day of August, 1951, the 18th day of August, 1952, the 14th day of August, 1953, the 9th day of August, 1954, the 11th day of August, 1955, the 17th day of August, 1956, the 14th day of August, 1957, the 15th day of August, 1958, the 14th day of August, 1959, the 12th day of August, 1960, the 16th and 18th days of August, 1961, and the 17th day of August, 1962, the County Commissioners, acting by the authority vested in them by Article 2934, Chapter 2, Title 50, and Article 2997a, Sec. 5, Chapter 6, Title 50, Revised Civil Statutes of 1925, revised, established and corrected voting precincts within the City of San Antonio,; NOW, THEREFORE:

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

1. That the following voting precincts within the corporate limits of the City of San Antonio shall be, after January 31, 1963, identical precincts as revised, established and corrected by the orders of the Commissioners Court of the County of Bexar, State of Texas, as promulgated by the order of the 14th day of August, A. D. 1946, the 14th day of August, A.D. 1947, the 12th day of August A. D. 1948, the 10th day of August A. D. 1949, the 19th day of August A. D. 1950, the 18th day of August A. D. 1951, the 18th day of August A. D. 1952, the 14th day of August A. D. 1953, the 9th day of August A. D. 1954, the 11th day of August A.D. 1955, the 17th day of August A. D. 1956, the 14th day of August A. D. 1957, the 15th Day of August A. D. 1958, the 15th day of August A. D. 1959, the 12th day of August A. D. 1960, the 16th and 18th days of August A. D. 1961, and the 17th day of August A. D. 1962, which orders are included herein by reference as fully and to all intents and purposes as if they were copied herein, the said voting precincts being numbered as follows: 1 through 70, 72, 78, 79, 90, 91, 95, 100, 102, 103, 107, 113, 114, 118 through 124, 126, 128, 129, 130, 132, 135 through 138, 140 through 145, 149 through 170 and 172.

2. There is filed herewith a map and plat reflecting and describing all of the hereinabove described precincts, which map and the designations shown thereon are hereby adopted and made a part of this ordinance.

3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

4. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
M A Y O R

AN ORDINANCE 31035

ACCEPTING THE ATTACHED LOW QUALIFIED PROPOSAL OF PAK-MOR MANUFACTURING COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH SIX REFUSE COLLECTION UNITS FOR A TOTAL OF \$45,300.00

\* \* \* \* \*

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

1. The attached proposal of Pak-Mor Manufacturing Company, dated November 23, 1962 to furnish the City of San Antonio, Department of Public Works with six refuse collection units; three to be chain operated - \$21,150.00 and three units to be hydraulically operated - \$24,150.00, total \$45,300.00, less 2% - 10 days is hereby accepted.

2. Payment to be made from General Fund 1-01, Special Projects, Account No. 09-21-01, Code 5-20.

3. All other proposals are hereby rejected.

4. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
M A Y O R

A RESOLUTION

URGING HOSPITALITY AND COURTESY FOR FOREIGN MILITARY STUDENTS.

\* \* \* \* \*

WHEREAS, the City of San Antonio is one of our nation's most important military centers, and, as such, plays host to many foreign military students; and

WHEREAS, the Governor of Texas has bestowed upon these visitors in our city and in other communities in Texas the Title of "honorary citizens and guests of the State of Texas"; and

WHEREAS, these visitors may be identified by honorary citizenship cards they carry and by "Visiting Armed Forces" lapel pins worn with civilian clothes; and

WHEREAS, the City Council of the City of San Antonio recognizes the value of good international relations in extending special courtesies to these visitors on their temporary training tour in our city; NOW THEREFORE,

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

1. The City Council hereby gives its support to the program for extending courtesies and recognition to foreign military students and urges all of our citizens to cooperate in this program for good international relations.

2. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
M A Y O R

A RESOLUTION

GIVING NOTICE THAT BIDS WILL BE RECEIVED FOR SELECTION OF A DEPOSITORY FOR FUNDS OF THE CITY OF SAN ANTONIO, FISCAL AGENT FOR THE CITY AND FOR LOANING MONEY TO THE CITY, FOR THE FISCAL YEARS, 1963 AND 1964.

\* \* \* \* \*

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

1. Sealed proposals for the custody of the funds of the City of San Antonio will be received from any banking corporation, association or individual banker, doing business within the city of San Antonio, Texas, that may desire to be selected as the depository for the funds of the City of San Antonio, or or before the 25th day of January, A. D., 1963 at 10:00 o'clock A. M., CST, at which time the proposals will be opened by the City Clerk of the City of San Antonio, and thereafter the City Council of the City of San Antonio will receive and consider the bonds or securities tendered by the proposers; and as soon as said bonds or securities shall be given and approved, an order shall be made selecting and designating such depository; all as made and stipulated by the laws of the State of Texas and the Charter and the ordinances of the City of San Antonio. All moneys which are deposited into the Depository under the provisions of this proposal shall be continuously secured, in accordance with the laws of Texas applicable thereto, by a valid pledge of direct obligations of, or obligations unconditionally guaranteed by the United States of America, having a par value or marketvalue when less than par, exclusive of accrued interest, at all times at least equal to the total amount of money on deposit in said several Funds of the Depository.

2. Any said banking corporation, association or individual banker desiring to bid, shall deliver a sealed proposal to the City Clerk at the City Hall, stating the rate percent upon daily balances for 30 days, 90 day, 180 day, and/or one year time deposits which such bidder offers to pay to the City for the privilege of being made the Depository of the funds of the City for the next two fiscal years, 1963 and 1964, beginning on the 1st day of August, 1963, and ending on the 31st Day of July, 1965; provided, that such 30 day, 90, and/or 180 day, time deposits which have not elapsed on July 31, 1963, the termination date of the contract approved

by City Ordinance No. 29238, dated January 26, 1961, shall remain on deposit with the same depository under the same terms and conditions in effect during said contract approved by said Ordinance No. 29238, until the date such time deposits have elapsed; and further provided, that such 30 day, 90 day, 180 day, and/or one year deposits which have not elapsed on July 31, 1965, the termination date of the contract to be awarded herein, shall remain on deposit with the same depository under the same terms and conditions in effect during said contract to be awarded herein until the date such time deposits have elapsed. Such sealed proposal shall further state what fiscal agency fees will be charged the City of San Antonio for paying maturing City Bonds and/or interest coupons.

3. Each bidder shall include, or combine in the proposal, or shall file a separate proposal at the same time and in the same manner, the terms and conditions upon which the bidder proposes to lend the City of San Antonio, from time to time, as needed, such sum or sums of money as the City Council of the City of San Antonio may desire to borrow for the use of the City, in anticipation of the receipts of the taxes and the current revenues of the City during the specified fiscal years.

4. Notice that such bids will be received will be given by the publication of a copy of this Resolution one time not less than one week nor more than four weeks before such meeting.

5. Each bid must be accompanied by bidder's latest financial statement, clearly indicating bidder's capacity to fulfill the terms of the proposed agreement.

6. The City Council shall have the right to reject any and all bids and to re-advertise for proposals.

7. PASSED AND APPROVED this 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

RESOLUTION

PLEDGING THE CITY COUNCIL'S FULLEST POSSIBLE COOPERATION TOWARD THE RE-OPENING OF THE BERNARD ALTMANN MANUFACTURING PLANT AND RESTORATION OF INCOME TO ITS EMPLOYEES AND TO CONTINUE TO PROMOTE JOB OPPORTUNITIES AND ECONOMIC GROWTH THROUGH THE CHAMBER OF COMMERCE.

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

1. The City Council hereby pledges its fullest possible cooperation, both individually and as members of the Council, toward the reopening of the Bernard Altmann International, Inc., manufacturing plant.

2. The City Council further pledges that it will continue to promote job opportunities and economic growth through the Chamber of Commerce.

PASSED AND APPROVED This 9th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

RESOLUTION

COMMENDING THE SAN ANTONIO INTER-RACIAL COMMITTEE FOR ITS EFFORTS TO FOSTER PEACEFUL CHANGE IN THE AREA OF HUMAN RELATIONS AND URGING THE COMMUNITY TO TAKE THE GREATEST ADVANTAGE POSSIBLE IN UTILIZING THE TALENTS AND APPETITUDES OF ALL ITS CITIZENS, WITHOUT QUALIFICATION.

\* \* \* \* \*

WHEREAS, since its founding San Antonio has always enjoyed cosmopolitan blending of many cultures, and

WHEREAS, San Antonio was along the first cities in the South to desegregate its public schools, parks, pools, transportation and public housing, and

WHEREAS, under the American System of persuasion and not coercion many of the fine restaurants, theatres, hotels and other private establishments have voluntarily opened their doors to all with the result of making the City more hospitable to its citizens as well as San Antonio's many great military establishments, and

WHEREAS, the work of the San Antonio Inter-Racial Committee, composed of interested clergy, businessmen and professional men, has been instrumental in bringing about this peaceful change,

BE IT THEREFORE RESOLVED that said San Antonio Inter-Racial Committee be commended for its efforts to foster peaceful change in the area of human relations and urged to persevere, to the end that San Antonio may further enhance its status as a city of tolerance, brotherhood and progress.

BE IT FURTHER RESOLVED that the City Council urges the community in all areas to take the greatest advantage possible in utilizing the talents and appetitudes of all its citizens, without qualification.

PASSED AND APPROVED this 9th day of January, 1963,

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
MAYOR

## AN ORDINANCE 31036

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 a 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. 1664 )

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

Lot 15, NCB 11025

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 16th day of January, A. D. , 1963.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

## AN ORDINANCE 31037

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. 1667 )

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

Lot, 1, Blk 1, NCB 13519

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 16th day of January, A. D., 1963.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

## AN ORDINANCE 31038

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. 1749)

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

Lot 16, NCB 11693

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

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

4. PASSED AND APPROVED this 16th day of January, A. D., 1963.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

AN ORDINANCE 31039

AMENDED 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. 1789)

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

Lot 38, NCB 12955

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 16th day of January, 1963.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

AN ORDINANCE 31040

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. 1807)

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

That portion of Tracts 1A and 2A, NCB 7674 on the east side of Roosevelt Avenue not presently zoned "J" Commercial to a depth of 300' measured perpendicular to Roosevelt Avenue to a boundary line parallel to Roosevelt Avenue.

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 16th day of January, A. D., 1963.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

AN ORDINANCE 31041

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 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. 1702)

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

Lot 28, NCB 11928

2. That all other provisions of said ordinance, as amended, shall remain in full force and effect, including the penalty for violations thereof as amde 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 16th day of January, 1963.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

AN ORDINANCE 31042

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

\* \* \* \* \*

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

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

(CASE NO. 1798)

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

Lot 1, NCB 12906

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 16th day of January, 1963.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

AN ORDINANCE 31043

AMENDING ORDINANCE NO. 30660, PASSES AUGUST 8, 1962 PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND FOR THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE PRESENT CITY LIMITS OF SAN ANTONIO.

\* \* \* \* \*

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

1. The field notes set forth in Exhibit "A" of Ordinance No. 30660, passed and approved August 8, 1962, are hereby amended to read as set forth in Exhibit "A" attached hereto and made a part hereof.

2. The boundary and limits of the City of San Antonio are hereby changed and extended so as to include the following described territory which lies adjacent to the present city limits of the City of San Antonio, Bexar County, Texas, to-wit: all of that area extending beyond the present city limits line described by field notes in Exhibit "A" attached hereto and made a part hereof.

3. The property described in Exhibit "A" hereof is hereby annexed to the City of San Antonio and shall be included in the territory over which the City of San Antonio has jurisdiction.

4. This additional territory so annexed shall be a part of the City of San Antonio and the inhabitants thereof shall be entitled to all rights and privileges of all other citizens of the City of San Antonio, and shall be bound by the acts, ordinances and regulations of the City.

5. The City Engineer and Tax Assessor shall change their records to conform to the new bounds and limits of the City of San Antonio, as changed and fixed by this ordinance.

6. After the introduction of this ordinance, and after it has been amended as desired by the City Council of San Antonio for final passage, it shall be published in the "Commercial Recorder" in the City of San Antonio, one time; and shall not be passed finally until the expiration of at least thirty (30) days after such publication.

7. PASSED AND APPROVED for publication this 16th day of January, A.D., 1963.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

8. PASSED AND APPROVED this 16th day of January, 1963.

ATTEST: J. H. Inselmann  
CITY CLERK

#### FIELD NOTES FOR PROPOSED ANNEXATION

BEGINNING at a point on the present City Limits line, said point being 500.00 feet, measured at right angles, north of the North Line of U. S. Highway 81;

THENCE; in a southwesterly direction along a line 500.00 feet, measured at right angles, north of the North line of U. S. Highway 81 to a point 500.00 feet, measured at right angles, south of the south Line of Howard Road.

THENCE; in a northwesterly direction along a line 500.00 feet, measured at right angles, south of the South line of Howard Road to a point, said point being at a point 3,000 feet, measured at right angles, west of the East Line of the new Loop 13.

THENCE; in a northerly direction along a line 3,000 feet, measured at right angles, west of the East line of the New Loop 13 to a point on the boundary line of Medina Air Force Base.

THENCE; continuing in a northerly direction along the boundary line of Medina Air Force Base to a point on the South line of U. S. Highway 90 West.

THENCE; in a westerly direction, along the South line of U. S. Highway 90 west to a point on the extension of a line 500.00 feet, measured at right angles, west of the West line of Hunt Lane.

THENCE; in a northerly direction, along a line 500.00 feet, measured at right angles, west of the West line of Hunt Lane to a point 500.00 feet, measured at right angles, north of the North line of Marbach Road.

THENCE; in an easterly direction along a line 500.00 feet, measured at right angles, north of the North line of Marbach Road to a point 500.00 feet, measured at right angles, west of the West line of Pinn Road.

THENCE; in a northerly direction along a line 500.00 feet, measured at right angles, west of the West line of Pinn Road to point 500.00 Feet, measured at right angles, north of the North line of Commerce Street.

THENCE; along a line 500.00 feet, measured at right angles, north of the North line of Commerce Street to a point on the present City Limits Line.

THENCE; in a southerly and easterly direction along the present City Limits Line to a point on the west line of Townwest Addition, Unit 2.

THENCE; S 0° 11' 21" E, along the west line of Townwest Addition, Unit 2, a distance of 409.61 feet to the southwest corner of Townwest Addition, Unit 2.

THENCE; N 89° 40' 05" E, along the south line of Townwest Addition, Unit 2, a distance of 1,014.36 feet to a point on the present City Limits Line.

THENCE; in a southerly direction along the present City Limits Line to the place of beginning; and containing 21.06 square miles, more or less.

THESE field notes exclude Lackland Air Force Base and Kelly Air Force Base.

AN ORDINANCE 31044

AMENDING ORDINANCE NO. 30661, PASSED AUGUST 8, 1962 PROVIDING FOR THE

EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND FOR THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE PRESENT CITY LIMITS OF SAN ANTONIO.

\* \* \* \* \*

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

1. The field notes set forth in Exhibit "A" of Ordinance No. 30661, passed and approved August 8, 1962, are hereby amended to read as set forth in Exhibit "A" attached hereto and made a part hereof.

2. The boundary and limits of the City of San Antonio are hereby changed and extended so as to include the following described territory which lies adjacent to the present city limits of the City of San Antonio, Bexar County, Texas, to-wit: all of that area extending beyond the present city limits line described by field notes in Exhibit "A" attached hereto and made a part hereof.

3. The property described in Exhibit "A" hereof is hereby annexed to the City of San Antonio and shall be included in the territory over which the City of San Antonio has jurisdiction.

4. This additional territory so annexed shall be a part of the City of San Antonio and the inhabitants thereof shall be entitled to all rights and privileges of all other citizens of the City of San Antonio, and shall be bound by the acts, ordinances and regulations of the City.

5. The City Engineer and Tax Assessor shall change their records to conform to the New bounds and limits of the City of San Antonio, as changed and fixed by this ordinance.

6. After the introduction of this ordinance, and after it has been amended as desired by the City Council of San Antonio for final passage, it shall be published in the "Commercial Recorder" in the City of San Antonio, one time; and shall not be passed finally until the expiration of at least thirty (30) days after such publication.

7. PASSED AND APPROVED for publication this 16th day of January, A.D., 1963

ATTEST: J. H. Inselmann  
CITY CLERK

W.W. McAllister  
MAYOR

EXHIBIT "A"

FIELD NOTES ON 8.301 ACRES OF LAND, BEING A PORTION OF TRACT 3, BLOCK 3, C.B. 5818, WEST COMMERCE FARM TRACT, BEXAR COUNTY, TEXAS.

BEGINNING at the intersection of the present City Limits Line and the West line of Town West Addition, Unit 2, said point being N 84° 21' W, 1,492.10 feet and thence S 0° 11' 21" E, 402.09 feet from the intersection of the south line of West Commerce Street with the west line (before Town West Addition, Unit 1 dedicated 15.0 feet) of Acme Road.

THENCE; parallel to and 500.0 feet from the north line of West Commerce Street, S 84° 21' E, a distance of 1,019.65 feet, along the present City Limits Line, to a point,

THENCE; parallel to and 500.0 feet from the east line of Acme Road, S 0° 11' 21" E, along the present City Limits Line, a distance of 303.35 feet to a point in the south line of Tract 3, and also being the south line of Town West Addition, Unit 2.

THENCE; along said south line of Town West Addition, Unit 2, S 89° 40' 05" W, a distance of 1,014.36 feet to the southwest corner of said Town West Addition.

THENCE; along the west line of previous Tract 3, and being the west line of Town West Addition, Unit 2, N 0° 11' 21" W, a distance of 409.61 feet to the point of beginning, and containing 8.301 Acres of land.

AN ORDINANCE 31045

EXTENDING THE EFFECTIVE PERIOD OF ORDINANCE 30071, ESTABLISHING BUILDING LINES ALONG THE OUTERBOUNDARIES OF THE NORTH EXPRESSWAY IN THE CITY OF SAN ANTONIO FROM JOSEPHINE STREET TO OLMOS DRIVE; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK WITHIN THE BOUNDARIES OF SAID NORTH EXPRESSWAY FROM JOSEPHINE STREET TO OLMOS DRIVE TO JANUARY 16, 1964.

\* \* \* \* \*

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

1. The provisions of Ordinance 30071, passed and approved January 17, 1962, shall remain in full force and effect for an additional one-year period ending January 16, 1964.

2. PASSED AND APPROVED this 16th day of January, 1963.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

*amended Ord 31042  
Ord 32013 - 1-9-64  
5/15/63*

## AN ORDINANCE 31046

TO AMEND ORDINANCE NO. 30726, PASSED AND APPROVED ON AUGUST 29, 1962, APPROVING THE UNDERTAKING OF A GENERAL NEIGHBORHOOD PLAN AS PROJECT NO. 3 BY THE URBAN RENEWAL AGENCY FOR THE CITY OF SAN ANTONIO AND AUTHORIZING SAID BODY TO FILE AND APPLY FOR AN ADVANCE OF FEDERAL FUNDS FOR SAID PURPOSE IN ORDER THAT SAME MAY COMPLY WITH THE PROVISIONS AND CONDITIONS OF THE PRESIDENT'S EXECUTIVE ORDER ON EQUAL OPPORTUNITY IN HOUSING.

\* \* \* \* \*

WHEREAS, the City Council of the City of San Antonio passed and approved in Ordinance on the 29th day of August, 1962, approving the undertaking of a general neighborhood plan as Project No. 3 by the Urban Renewal Agency for the City of San Antonio and authorizing said body to file and apply for an advance of federal funds for said purpose; and

WHEREAS, said Ordinance was numbered 30726 and was passed prior to the date of the President's Executive Order on Equal Opportunity in Housing; and

WHEREAS, such Executive Order applies to such matters making it necessary that said Ordinance No. 30726 be amended to recognize such Order; NOW THEREFORE,

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

1. That paragraph 4 of Ordinance No. 30726 passed August 29, 1962 be, and the same is hereby amended to read as follows:

4(a). It is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal assistance under title I, including the requirements that a General Neighborhood Renewal Plan conform to the Workable Program of the community, as set forth in Section 101 (c) of Title I, and to a general plan of the locality as a whole, as well as those requiring a feasible method of relocation and the provision of necessary local grants-in-aid.

(b). The City Council of the City of San Antonio 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 of the Housing Act of 1949, including those prohibiting discrimination because of race, color, creed or national origin.

2. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

## AN ORDINANCE 31047

PROVIDING FOR THE SALE OF \$3,500,000.00 IN GENERAL OBLIGATION BONDS OF THE CITY OF SAN ANTONIO.

\* \* \* \* \*

WHEREAS, at an election held on January 10, 1961, the qualified electorate of the City of San Antonio authorized the issuance of \$10,500,000.00 of general obligation bonds for expressways, parks and grade separation improvements; and,

WHEREAS, bonds in the amount of \$7,000,000.00 of the said \$10,500,000.00 were authorized for sale and sold by Ordinance Numbers 30055 and 30140, passed and approved on January 10, 1962, and February 21, 1962, respectively, leaving a balance unsold of \$3,500,000.00 of North Expressway Bonds; and,

WHEREAS, it is deemed advisable that said \$3,500,000.00 of North Expressway Bonds be advertised for public sale at the earliest appropriate time; NOW THEREFORE:

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

1. The Director of Finance is hereby directed to proceed to prepare the data and information necessary for the proper presentation and advertisement for the sale of \$3,500,000.00 North Expressway Bonds.

2. The Council hereby sets 10:00 A. M., Central Standard Time, on Wednesday, March 6, 1963, as the time and date upon which the Council will receive sealed bids for the purchase of said bonds.

3. The serial maturity dates, place of payments, option of prior redemption privileges, if any, and other details relating to the specifications of said bonds to be offered for sale shall be in accordance with the form of Notice of sale attached hereto.

4. Payment of all expenses incurred by all persons necessary to the sale of said bonds is hereby authorized.

5. Advertisement of said bonds for sale shall be accomplished by publication of the attached Notice of sale in the COMMERCIAL RECORDER, a daily newspaper of general circulation published in San Antonio, Bexar County, Texas. Advertisement of said sale in such other media as deemed advisable by the City Manager is hereby authorized.

6. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

## NOTICE OF SALE

\$3,500,000

CITY OF SAN ANTONIO, TEXAS

GENERAL OBLIGATION BONDS

SERIES 1963

NOTICE IS HEREBY GIVEN that bids will be received by the City Council of the City of San Antonio, Texas, at 10:00 o'clock, a.m., Central Standard Time, on Wednesday

MARCH 6, 1963

for the purchase of a total \$3,500,000 (general obligation) Bonds of said City, dated April 1, 1963, and maturing serially in the amount of \$170,000 on April 1, 1965, and in the amount of \$185,000 on April 1, 1966, and each year thereafter in and including April 1, 1983.

Bonds maturing April 1, 1979 and subsequent will be optional for redemption on April 1, 1978, and any interest payment date thereafter at par and accrued interest. If less than all optional bonds are called for redemption, they will be called in inverse numerical order.

The bonds will be issued in the denomination of \$5,000 each. The bonds will be coupon form bearing interest payable October 1, 1963, and semi-annually thereafter on April 1 and October 1, at the rate or rates specified by the successful bidder. Interest rates expressed must be in multiples of 1/8 or 1/10 of 1% and not more than four (4) different rates or coupon changes may be specified. No rate shall exceed 5% per annum. No bid of less than par and accrued interest can be considered. Principal and interest will be payable at the Frost National Bank, San Antonio, Texas, or, at the option of the holder at the Chase Manhattan Bank, New York, or Harris Trust and Savings Bank, Chicago, Illinois. No bid proposing the use of supplemental coupons will be considered.

SEALED BIDS, plainly marked "Bid for Bonds" should be addressed to the Honorable Mayor and City Council, City of San Antonio, Texas, and delivered to the office of the City Clerk, City Hall, San Antonio, Texas, prior to 10:00 o'clock A. M., March 6, 1963. All bids must be submitted on the official Bid Form. A prospectus descriptive of the issue, bid forms and additional information may be obtained from the Director of Finance, City Hall, San Antonio, Texas. Each bid must be accompanied by a Cashier's check payable to "City of San Antonio, Texas", in the amount of \$70,000 to evidence the bidder's good faith. The check of the successful bidder will be held by the City and returned to the bidder when the bonds are taken up and paid for. In the event of failure or refusal of the bidder to accept delivery of the bonds and make payment therefor, such check shall be forfeited to the City of San Antonio as complete liquidated damages. Checks tendered by the unsuccessful bidders will be returned to such bidders immediately after the award is made.

The bonds will be delivered at the expense of the City at American National Bank, Austin Texas, accompanied by the unqualified approving opinion of McCall, Parkhurst, Crowe, McCall and Horton, Attorneys, Dallas, Texas, which opinion will be printed on the reverse side of each bond, and at the time of delivery a current non-litigation certificate will be furnished certifying that no litigation is pending affecting the legality of such bonds. Delivery will be made upon payment of the agreed purchase price in Federal Funds. It is anticipated that delivery can be made on or about April 22, 1963, and in the event the City is unable to make delivery on or before May 10, 1963, bidder shall have the right to demand return of his good faith deposit and cancellation of the purchase contract.

The City covenants that no additional General Obligation Bonds will be sold within ninety days from the date of this sale.

The City reserves the right to reject any and all bids, and to waive any and all irregularities.

GIVEN pursuant to an ordinance passed by the City Council of the City of San Antonio, Texas, on January 23, 1963.

J. H. Inselmann  
City Clerk  
City of San Antonio, Texas

February 4, 1963.

## AN ORDINANCE 31048

APPROPRIATING THE SUM OF \$137,804.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT, STORM DRAINAGE #43, PROJECT, STORM DRAINAGE #58 PROJECT, STORM DRAINAGE #55 PROJECT, KELLY ACCESS ROAD PROJECT AND GUADALUPE STREET GRADE SEPARATION PROJECT AND ACCEPTING ONE LICENSE AGREEMENT FOR STORM DRAINAGE #55 PROJECT.

\* \* \* \* \*

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

1. The sum of \$64,949.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

a. \$6,000.00 payable to Stewart Title Company as escrow agent for Juana G. Sierra and Epifanio Sierra, for title to Lot 16, Block 5, New City Block 6316, being Parcel 178-4478.

b. \$58,949.00 payable to Stewart Title Company as escrow agent for Lady P. Brady, Individually and as Independent Executrix of the Estate of Frank T. Brady, Deceased for title to 2.4216 acres of land, more or less, same being out of and a part of New City Block 7576, being Parcel 202-4502.

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 \$3,250.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957 #479-13 for acquisition of right of way for Storm Drainage #<sup>43</sup>58 Project as follows:

a. \$3,250.00 payable to Guardian Abstract and Title Company as escrow agent for Gerrett A. Guly and Winnie C. Guly for title to the West 50' of the West 135' of Lot 8, Block 14, New City Block 2844, being Parcel 5258. A copy of said sales agreement is filed herewith and incorporated herein by reference.

3. The sum of \$12,450.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957#479-13 for acquisition of right of way for storm Drainage #58 Project as follows:

a. \$6,300 payable to Guaranty Abstract and Title Company as escrow agent for Jesse Velasquez and Ausencia Velasquez for title to All of Lots 1,2,3 and 4, Block 5, New City Block 3262, being Parcels 5386 through 5389.

b. \$6,150.00 payable to Guaranty Abstract and Title Company as escrow agent for Cruz Vasquez and Juanita Vasquez for title to Lots 26 & 27, Block 2, New City Block 8265, being Parcels 5434 and 5435.

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

4. The sum of \$730.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for acquisition of right of way for storm Drainage #55 Project as follows:

a. \$500.00 payable to Guardian Abstract and Title Company as escrow agent for Edward Mungia and Lillie Mungia for easement over a triangular portion out of Lot 1, Block 14, New City Block 7616, being Parcel 5520.

b. \$230.00 payable to Guardian Abstract and Title Company as escrow agent for Lemuel A. Bartholomee, Florence E. Bartholomee and San Antonio Savings Association for easement over an irregular portion of Lot 3, Block 11, New City Block 7613, being Parcel 5526, and a triangular portion of lot 2, Block 11, New City Block 7613, being Parcel 5527.

c. A License Agreement (For filling and grading) from Lemuel A. Bartholomee and Florence E. Bartholomee for an irregular portion of Lots 2 and 3, Block 11, New City Block 7613, being Parcel 5526, is hereby accepted.

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

5. The sum of \$56,125.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way for Kelly Access Road Project as follows:

a. \$26,000.00 payable to Guardian Abstract and Title Company as escrow agent for Harold Vexler and Roy L. McGregor for title to Part of an 8 acre tract of land, out of O. C. L. 8, Range 1, District 6, Original City Grant, New City Block A-62, being Parcel 5608.

b. \$15,125.00 payable to Guardian Abstract and Title Company as excrow agent for Bexar Metropolitan Water District for Title to Part of Tract "B", Block 3, New City Block 6777, being Parcel 5612.

c. \$15,000.00 payable to Guardain Abstract and Title Company as escrow agent for Ted Huron and Angelita Huron for Title to Lots 36 and 37, Block 2, New City Block 6680, being Parcel 5613.

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

6. The sum of \$300.00 is hereby appropriated out of Guadalupe Street Grade Separation Bonds, Fund No. 479-17, payable to Alamo Title Company as escrow agent for the Housing Authority of The City of San Antonio, Texas, said sum being in and for title to all that certain tract or parcel of land out of the East one-hundred thirty (130) feet of Lot Seventeen (17), known as Lot A-18, NCB 2442, and all that certain tract or parcel of land out of original Lot 7, Block 1, NCB 2441, as evidence by Warranty Deed, executed by the Housing Authority of the City of San Antonio and the Quitclaim executed by the Public Housing Administration. Said deeds are hereby accepted and incorporated herein by reference.

7. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. INSELMANN  
City Clerk

WALTER C. GUNSTREAM  
Mayor Pro-Tem

AN ORDINANCE 31049

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U. S. 90 WEST EXPRESSWAY PROJECT; LOOP 410 PROJECT; STORM DRAINAGE #58 PROJECT; STORM DRAINAGE #43 PROJECT; STORM DRAINAGE #55 PROJECT; STORM DRAINAGE #39 PROJECT; AIRPORT CLEAR ZONE PROJECT; GUADALUPE STREET GRADE SEPARATION PROJECT AND STORM DRAINAGE #72, 72X PROJECT.

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

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

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

for recording deed on Parcel Nos. 44-4344 and 45-4345 .

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

for recording fee on Parcel No. 82-4382.

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

for recording fee on Parcel No. 148-4448.

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

for recording fee on Parcel No. 191A-4491.

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

for recording fee on Parcel No. 217-4517.

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

for recording fee on Parcel No. 323-4623.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio, Texas . . . . .for the sum of \$ 3.20

for recording fee on Parcel No. 356-4656.

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

for recording fee on Parcel No. 520-4820.

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

for recording fee on Parcel No. 559-4859.

2. The following sums are hereby appropriated out of Street Right-of-way Purchase Bonds, Series 1957, Fund No. 479-12, Loop 410 (Loop 13) Project, Skyway Boulevard to Nacogdoches Road and Perrin - Beitel Road to Fratt, in payment for statements attached hereto:

ARTHUR C. TROILO, JR., Attorney-at-Law  
San Antonio Savings Building  
San Antonio 5, Texas . . . . .for the sum of \$625.00

for legal services on Parcel No. 39-3765.

GEORGE A. FRENCH  
1425 Donaldson Ave.  
San Antonio 28, Texas . . . . .for the sum of \$500.00

for inspection of Comparable Properties and Testimony on Parcel No. 30-4157.

NELSON CORY, JR.  
717 Ridgemont St.  
San Antonio, Texas . . . . .for the sum of \$300.00  
for preparation conference and testimony on Parcel #30-4157.

RICHARD C. BOOTON  
715 E. Houston St.  
San Antonio, Texas . . . . .for the sum of \$300.00

for pre-trial conference and testimony on Parcel #30-4157

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

GUARANTY ABSTRACT & TITLE CO.  
Suite 200 Milam Building  
San Antonio 5, Texas . . . . .for the sum of \$ 60.50

for title company charges on Parcel No. 5381.

GUARANTY ABSTRACT & TITLE COMPANY  
Suite 200 Milam Building  
San Antonio 5, Texas . . . . . for the sum of \$ 54.30

for title company charges on Parcels 5418 and 5419.

GUARANTY ABSTRACT & TITLE COMPANY  
Suite 200 Milam Building  
San Antonio 5, Texas . . . . . for the sum of \$ 50.75

for title company charges on Parcel No. 5473.

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

GUARDIAN ABSTRACT & TITLE COMPANY.  
626 Petroleum Commerce Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 49.00

for title company charges on Parcel No. 5177.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 49.00

for title company charges on Parcel No. 5225.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 15.00

for preliminary title runs on cancelled parcels 5276 and 5277.

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

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 3.50

for ownership report on Parcel No. 5534.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 15.00

for preliminary title report on Parcel No. 5539.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 15.00

for preliminary title on Parcels cancelled on Parcels 5540, 5541 and 5542.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 15.00

for title report on Parcel No. 5546.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 15.00

for title report on Parcel No. 5549.

6. The following sum is hereby appropriated out of Highway 90 West Expressway Bond No. 479-16, Storm Drainage #39 Project, in payment for statement attached hereto:

ALAMO TITLE COMPANY  
201 W. Travis St.  
San Antonio 5, Texas . . . . . for the sum of \$ 48.30

for title company charges on Parcel No. 5498.

7. 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:

WALTER FELLERS, Sheriff  
Comal County Court House.  
New Braunfels, Texas . . . . . for the sum of \$ 4.25

for the executed return of citation on Parcel No. 2551.

8. The following sum is hereby appropriated out of Guadalupe Street Grade Separation bonds, Series 1961, Fund No. 479-17 Project, in payment for statement attached hereto:

ALAMO TITLE COMPANY  
201 W. Travis St.  
San Antonio, Texas . . . . . for the sum of \$ 143.75

for title company charges on Parcel Nos. 5305 and 5308.

9. The following sums are hereby appropriated out of Storm Drainage Improvement

Bond, Series 1957, Fund No. 479-13, Storm Drainage No. 72, 72X Project, in payment for statements attached hereto:

ALAMO TITLE COMPANY  
201 W. Travis St.  
San Antonio, Texas. . . . .for the sum of \$ 84.25

for title company charges on Parcel No. 3693.

ALAMO TITLE COMPANY  
201 W. Travis St.,  
San Antonio, Texas . . . . . for the sum of \$ 7.50

for cancellation fee and preliminary title run on Parcel No. 3691.

10. PASSED AND APPROVED this 23rd day January, A. D., 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31050

ACCEPTING THE LOW BID OF MCKENZIE CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF SANITARY SEWER ON WEST MITCHELL STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$6,538.60 PAYABEE TO MCKENZIE CONSTRUCTION COMPANY; THE SUM OF \$300.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; THE SUM OF \$100.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT, ALL SUMS OUT OF SANITARY SEWER IMPROVEMENT BONDS, FUND NO. 479.14.

\* \* \* \* \*

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

1. The attached low bid of McKenzie Construction Company, in the amount of \$6,538.60, for the construction of the sanitary sewer on West Mitchell Street 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 Sanitary Sewer Improvement Bonds, Fund No. 479-14:
  - a. \$6,538.60 payable to McKenzie Construction Company.
  - b. \$300.00 as a Construction Contingency Account.
  - c. \$100.00 as a miscellaneous expenses Contingency Account.
5. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31051

ACCEPTING PROPOSAL OF FORGY CONSTRUCTION COMPANY FOR ADDITIONAL WORK ON MAIN PLAZA; AUTHORIZING THE TRANSFER OF THE SUM OF \$103.00 FROM SPECIAL PROJECTS ACCOUNT #30-01-01 TO SPECIAL PROJECTS ACCOUNT #11-06-01; AUTHORIZING THE PAYMENT OF THE SUM OF \$132.00 FROM SPECIAL PROJECTS ACCOUNT #11-06-01 TO FORGY CONSTRUCTION COMPANY.

WHEREAS, by Ordinance #30377, passed May 30, 1962 the sum of \$28,000.00 was allocated for alterations and additions to Main Plaza, and

WHEREAS, a contract was awarded to Forgy Construction Company on September 12, 1962, in the amount of \$27,971.00 for this project, and

WHEREAS, during the course of construction, it was found that additional work was required to remove and replace curbs on the east side of Main Plaza, for which Forgy Construction Company proposed to do for the sum of \$132.00, NOW THEREFORE;

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

1. Said proposal of Forgy Construction Company for the aforementioned additional construction is hereby accepted.
2. Transfer of the sum of \$103.00 from Special Projects Account - Public Improvements #30-01-01 to Special Projects Account #11-06-01 is hereby authorized.
3. Payment of the sum of \$132.00 from Special Project Account #11-06-01 to Forgy Construction Company is hereby authorized.
4. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor PRO-TEM

## AN ORDINANCE 31052

AUTHORIZING THE PAYMENT OF THE SUM OF \$52.56 OUT OF SPECIAL PROJECTS ACCOUNT 11-03-18 TO BRUCE B. JOHNSON, ARCHITECT AND ASSOCIATES IN CONNECTION WITH ARCHITECTURAL SERVICES ON OLMOS BASIN MUNICIPAL GOLF CLUBHOUSE.

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

1. Payment of the sum of \$52.56 out of Special Projects Account 11-03-18 to Bruce B. Johnson, Architect, and Associates for architectural services on Olmos Basin Municipal Golf Clubhouse is hereby authorized. (Said sum being the additional amount due on fee of 6% of actual contract cost of \$83,676.00).

2. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

## AN ORDINANCE 31053

AMENDING ORDINANCE NO. 30096 PASSED JANUARY 31, 1962, THEREBY PROVIDING THAT THE TERM OF THE LEASE WITH THE TEXAS GAME AND FISH COMMISSION FOR CERTAIN SPACE IN BRACKENRIDGE PARK SHALL BE FOR 18 MONTHS INSTEAD OF ONE (1) YEAR.

\* \* \* \* \*

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

1. Paragraph 1, Ordinance No. 30096, passed and approved January 31, 1962, be and the same is hereby amended to read as follows:

1. The City Manager is hereby authorized to execute a lease for a certain building in Brackenridge Park to the Texas Game and Fish Commission, the term of which shall be for eighteen (18) months, ending August 31, 1963, at a rental of \$25.00 per month.

2. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

## A RESOLUTION

WHEREAS, the City of San Antonio and Bexar County are rapidly growing both in population and in industry; and

WHEREAS, the urban renewal, expressway and other programs of the City of San Antonio require properties to be taken by eminent domain when negotiation over price is un-resolved and property owners are entitled to prompt payment for their property; and

WHEREAS, the number of district courts of general jurisdiction and county courts at law of Bexar County are inadequate to meet the current needs of the community; and

WHEREAS, it is anticipated that the City of San Antonio and Bexar County will continue to grow in the future:

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of San Antonio, Texas that the 58th Session of the Texas Legislature be requested to create two additional district courts of general jurisdiction for Bexar County, Texas and one additional county court at law for civil cases only for Bexar County, Texas.

PASSED AND APPROVED this the 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

## AN ORDINANCE 31054

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

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

1. That the property owned by the Bellaire Christian Church, the same being Lots 7, 8, and 9, Block 4, New City Block 10108, Account No. 566-1342-21, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1957 through 1961, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: A surplus army building was moved to this property in 1957 and the same was remodeled and converted into a church. Regular religious services have been conducted therein since that date.

2. That the property owned by the Eastwood Christian Church, the same being the W. 81.3' of Lot 17, Pt. of Tract 4, New City Block 10735, Account No. 138-2694, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the city of San Antonio reflect taxes assessed against said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: This property consists of a vacant lot that is contiguous to the Eastwood Christian Church and is utilized by members of the church for parking purposes while attending religious services.

3. That the property owned by the Eisenhower Road Baptist Church, the same being Tract A (9.49 Acres) New City Block 12371, Account No. 605-1020, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1960 and 1961, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: The Eisenhower Road Baptist Church has been constructed on this property and regular religious services have been conducted therein since March 13, 1959.

4. That the property owned by the United Cerebral Palsy Association of Bexar County, Inc., the same being Lot 1 (3.513 Acres) Block 6, New City Block 12816, Account No. 614-73-97-91, 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 new treatment center is being constructed at this location by the United Cerebral Palsy Association of Bexar County, and the activities conducted therein will be: speech, occupational, and physical therapy, special education, nursery, kindergarten, administrative and medical. It will serve as an out-patient facility and will operate five days a week. This organization is supported by contributions and any fees paid by patients or their family are voluntary.

5. That the property owned by the Gillette Avenue Baptist Church, the same being the W. 1/2 of Lot 215, Block 17, New City Block 11116, Account No. 584-517, 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 Gillette Avenue Baptist Church occupies this property and regular religious services have been held therein since 1959.

6. That the property owned by the Eastwood Christian Church, the same being the E. 162.4' of Lot 17 - Pt. of Tract 4, New City Block 10735, Account No. 138-2695, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas; and it further appearing that the tax rolls of the City of San Antonio reflect taxes assessed against said property for the Tax Years 1954 through 1961, at which time said property was of an exempt character and not subject to taxation, said assessments are hereby found to be void and the same shall be deleted from the rolls.

NOTE: At the time this property was purchased there was an army barracks located thereon, and the same has been remodeled into a church known as the Eastwood Christian Church. Regular religious services have been held therein since November 4, 1953.

PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31055

AMENDING ORDINANCE 30935 PASSED AND APPROVED NOVEMBER 28, 1962, THEREBY PROVIDING THAT A COPY OF THE REGULATIONS AND INSPECTION FEES FOR POULTRY PROCESSING ESTABLISHMENTS SHALL BE ON FILE IN THE OFFICE OF THE CITY CLERK.

\* \* \* \* \*

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

1. Paragraph 1, Ordinance 30935, passed and approved November 28, 1962, be and the same is hereby amended to read:

1. Chapter 22, Code of Ordinances, be and the same is hereby amended by adding thereto and inserting therein Section 22-27 which shall read:

Section 22-27. Regulations and Inspection fees for Poultry Processing Establishments.

- (a). The regulations and inspection fees as established by the Director of Public Health, City of San Antonio, for the operation of poultry processing establishments in the City of San Antonio are hereby adopted.
- (b). A copy of said regulations and inspections fee are filed in the office of the City Clerk and are incorporated herein and made a part hereof by reference.

2. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31056

AUTHORIZING EXECUTION OF A CONTRACT WITH TEXAS WIRED MUSIC, INC., FOR MUSIC PROGRAM SERVICE AT SAN ANTONIO INTERNATIONAL AIRPORT; AUTHORIZING EXECUTION OF A BILL OF SALE TO SAID COMPANY OF ONE TAPE-PLAYING MACHINE; AND AUTHORIZING TRANSFER OF THE SUM OF \$1,000.00 FROM INTERNATIONAL AIRPORT REVENUE FUND #801 TO INTERNATIONAL AIRPORT CONSTRUCTION FUND #803-04.

\* \* \* \* \*

WHEREAS, a tape-playing machine for the San Antonio International Airport was acquired under the contract for additions to the Terminal Building; and,

WHEREAS, the Director of Aviation recommends that 24 hour music service be provided for said airport under contract rather than by use of such machine; and,

WHEREAS, Texas Wired Music, Inc., will give credit for the value of the machine on a five-year contract for 24 hour music service at said airport; and,

WHEREAS, the City has and will have under its control sufficient funds in airport revenue accounts for its obligations under this contract; NOW, THEREFORE:

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

1. The City Manager is authorized to execute a contract providing for the sale of one RCA Magnacord Model 816-CT tape-playing machine to Texas Wired Music, Inc., in consideration for music program service at International Airport to be supplied by said Company for a period of 20 months, and for such service for an additional 40 months at \$50.00 per month.

2. The City Manager is authorized to execute a Bill of Sale for the aforementioned tape-playing machine.

3. Copies of said contract and Bill of Sale are attached hereto and incorporated herein.

4. The transfer of the sum of \$1,000.00 out of International Airport Revenue Fund #801 Contingency Appropriation to reimburse International Airport Construction Bond Fund #803-04 is hereby authorized.

5. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

STATE OF TEXAS }  
COUNTY OF BEXAR }

This contract, entered into by and between the City of San Antonio, acting by and through David A. Harner, Assistant City Manager, pursuant to Ordinance No. 31056, adopted January 23rd, 1963, (hereinafter called "City"), and Texas Wired Music, Inc., acting by and through its designated officers pursuant to a resolution of its Board of Directors (hereinafter called "TWM, Inc."), WITNESSES:

- (a) City Shall execute a Bill of Sale to TWM, Inc., of one (1) RCA Magnacord Model 816-CT continuous automatic tape-playing machine, in console cabinet;
- (b) TWM, Inc., shall take delivery of the above described tape-machine, at its present location at San Antonio International Airport, at no expense to the City;
- (c) TWM, Inc., shall provide its music program service, including maintenance and engineering service, at San Antonio International Airport twenty-four (24) hours per day every day during the twenty (20) months period beginning February 1, 1963 and ending September 30, 1964, as consideration for the above described tape machine;

- (d) TWM, Inc., shall continue to provide the service described in Paragraph (c) above for an additional forty(40) months (October 1, 1964 to January 31, 1968) period, and the City shall pay to TWM, Inc., monthly the sum of \$50.00 for each month in consideration therefor;
- (e) In the event TWM, Inc., shall cease to supply the service described in Paragraph (c) above at any time before September 30, 1964, TWM, Inc., shall be obligated to pay (in Lieu of the service) the balance due to the City in cash at the rate of \$50.00 for each month, or portion of a month, remaining in the 20 - Month period; and, if City should have to file suit to collect same, City shall be entitled to recover reasonable attorney's fees and costs;
- (f) All property installed, or to be installed by TWM, Inc., at San Antonio International Airport pursuant to this agreement shall remain the property of TWM, Inc., and shall be removed by it without damage to City-owned property at the termination hereof;
- (g) A copy of said Bill of Sale is attached hereto and incorporated herein;
- (h) This constitutes the entire agreement between TWM, Inc., and the City, as all City contracts must be authorized by ordinance under the City Charter;
- (i) Any notice provided herein shall be given in writing, and mailed by registered or certified mail, postage prepaid, to City by addressing to Director of Aviation, San Antonio International Airport, San Antonio, Texas, and to TWM, Inc., at its address shown below.

Executed in duplicate originals this 23rd day of January, 1963.

CITY OF SAN ANTONIO

/s/ BY: DAVID A. HARNER  
Assistant City Manager

TEXAS WIRED MUSIC, INC.  
/s/ BY: Wm. D. BATTHUPE  
Mgr. & Secretary  
214 Tower Life Bldg.  
San Antonio, Texas

STATE OF TEXAS

COUNTY OF BEXAR

Know all men by these presents, that the City of San Antonio, acting by and through DAVID A. HARNER, its Assistant City Manager, pursuant to Ordinance 31056, adopted January 23rd, 1963, for and in consideration of program music service to be supplied pursuant to the terms of such ordinance, has BARGAINED, SOLD AND DELIVERED and does by these presents BARGAIN, SELL and DELIVER unto:

Texas Wired Music, Inc., of San Antonio, Bexar County, Texas,

the following described personal property:

One (1) RCA Magnacord Model 816-CT continuous automatic tape-playing machine, in console cabinet, Serial #00823.

It is agreed and understood that the City is not in the business of trading in such commodities, but that the aforementioned item has been declared surplus to its needs; therefore, the City makes no warranty as to such item except that it has title thereto.

EXECUTED this 23rd day of January, 1963.

CITY OF SAN ANTONIO,  
/s/ BY: DAVID A. HARNER  
Assistant City Manager

AN ORDINANCE 31057

AUTHORIZING EXECUTION OF A LEASE TO GEN-AERO, INC., OF SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT.

\*\*\*\*\*

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

- 1. The City Manager is authorized to execute a lease from the City to Gen-Aero, Inc., of space (lease area #2-1) at San Antonio International Airport.
- 2. A copy of said lease is attached hereto and incorporated herein.
- 3. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

LEASE NO. 2-1

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

*Amended  
Feb 25, 1965  
Ord # 33A01*

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. 31057 adopted January 23, 1963, (hereinafter called "Lessor"), and Gen-Aero, Inc., a Texas private corporation, acting by and through its designated officers pursuant to a resolution of its board of directors,

(hereinafter called "Lessee"), WITNESSETH:

1. 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: 25,650 square feet (in Hangar 2)  
B. Ground: 60,210 square feet

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:	25,650	\$0.44	\$11,286.00	\$940.50 DAH
B. Ground:	60,210	\$0.04	2,408.40	\$200.70

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 February 1, 1963.

4. USE(S) OF PREMISES

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

The business of aerial transportation of persons or property for hire, and/or furnishing aeronautical services, supplies, or instruction; any activity related to the business of operating aircraft for profit, including aerial surveying, photographing, mapping and advertising; to sell, rent, lease, purchase exchange, dispose of or otherwise distributed aircraft, engines, motors, aircraft instruments, devices, supplies and accessories; to operate schools of flying, navigations, aircraft mechanics, aerial survey, aerial photography, aircraft design, theory and construction; and to engage in aeronautical and allied research.

5. LIABILITY INSURANCE

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

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$13,000.00 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

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

8. SPECIAL PROVISION

In lieu of the security described in Par. 6 above, Lessee may substitute a valid pledge of direct obligations of, or those unconditionally guaranteed, by the United States government.

EXECUTED this 23rd day of January, 1963.

CITY OF SAN ANTONIO, Lessor

BY: /s/ D. A. HARNER  
Assistant City Manager  
BY: Gen-Aero  
W. B. OSBORN, JR.

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31058

AMENDING CHAPTER 38 OF THE CITY CODE BY ADDING THERETO SECTION 38-95.1 PROHIBITING PARKING OF UNAUTHORIZED VEHICLES IN THE CITY HALL ANNEX AND CITY HALL PARKING LOTS, AND PROVIDING A FINE NOT TO EXCEED \$200.00 FOR VIOLATIONS THEREOF.

\* \* \* \* \*

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

1. Chapter 38 of the City Code is hereby amended by adding thereto Section 38-95.1 as follows:

Section 38-95.1. Unauthorized parking in City-owned parking lots prohibited.

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

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

3. Ordinance 20857 Adopted December 30, 1954, is hereby repealed.

4. PASSED AND APPROVED this 23rd day of January, 1962.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31059

AMENDING ORDINANCE NO. 30491 PASSED JUNE 27, 1962, PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND FOR THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE PRESENT CITY LIMITS OF SAN ANTONIO.

\* \* \* \* \*

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

1. The field notes set forth in Exhibit "A" of Ordinance No. 30491, passed and approved June 27, 1962 are hereby amended to read as set forth in Exhibit "A" attached hereto and made a part hereof.

2. The boundary and limits of the City of San Antonio are hereby changed and extended so as to include the following described territory which lies adjacent to the present city limits of the City of San Antonio, Bexar County, Texas, to-wit: All of that area extending beyond the present city limits line described by field notes in Exhibit "A" attached hereto and made a part hereof.

3. The property described in Exhibit "A" hereof is hereby annexed to the City of San Antonio and shall be included in the territory over which the City of San Antonio has jurisdiction.

4. This additional territory so annexed shall be a part of the City of San Antonio and the inhabitants thereof shall be entitled to all rights and privileges of all other citizens of the City of San Antonio, and shall be bound by the acts, ordinances and regulations of the City.

5. The City Engineer and Tax Assessor shall change their records to conform to the new bounds and limits of the City of San Antonio, as changed and fixed by this ordinance.

6. After the introduction of this ordinance, and after it has been amended as desired by the City Council of San Antonio for final passage, it shall be published in the "Commercial Recorder" in the City of San Antonio, one time; and shall not be passed finally until the expiration of at least thirty (30) days after such publication.

7. PASSED AND APPROVED for publication this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

8. Passed and approved this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

EXHIBIT "A"

TO ORDINANCE NO. 31059

*amended 11-21-63  
31912*

Tract 1

Beginning at a point on the present City Limits Line, Said point being 500.00 Ft. northeast of the southwest line of Ramsey Road and 500.00 Ft. northeast of the northeast line of Blanco Road.

Thence; in a northwesterly direction, along the present City Limits Line to a point 500.00 Ft. measured at right angles, northwest of the northwest line of West Avenue.

Thence; in a northeasterly direction along a line 500.00 Ft. Northwest of the northwest line of West Avenue to a point on the extension of the north line of Harmony Hills Sub-division.

Thence; along the extension and north line of Harmony Hills Subdivision, S 47° 04' 13" E, a distance of 1429.52 Ft. to a point.

Thence; S 46° 58' 33" E, along the north line of Harmony Hills Subdivision, a distance of 721.26 Ft. to a point.

Thence; S 46° 54' 40" E. Along the north line of Harmony Hills Subdivision, to a point on the west line of Unit 3-A, Harmony Hills Subdivision, said point being on the present City Limits Line.

Thence; along the present City Limits Line to the point of beginning and containing 0.147 Sq. Miles of land.

Tract 2

FIELD NOTES FOR A PROPOSED ANNEXATION TO THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEGINNING at a point on the present City Limits Line, said point being on the northeast line of Unit 3-A, Harmony Hills Subdivision.

THENCE; along the north line of Harmony Hills Subdivision, S 46° 54' 40" E, a distance of 297.78 feet to a point on the present City Limits Line.

THENCE; along the present City Limits Line as follows:

N 70° 24' 35" W, a distance of 154.04 feet to a point.

N 46° 54' 40" W, a distance of 78.16 feet to a point.

N 8° 49' 06" W, a distance of 99.56 feet to the point of beginning and containing 0.265 acres of land, more or less.

Tract 3

FIELD NOTES FOR A PROPOSED ANNEXATION TO THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEGINNING at a point on the present City Limits Line, said point being on the north line of Unit 3A, Harmony Hills Subdivision.

THENCE; along the north line of Harmony Hills, S 46° 54' 40" E, a distance of 317.87 feet to an angle point.

THENCE; N 41° 42' 55" E, a distance of 408.53 feet to a point.

THENCE; S 47° 58' 15" E, a distance of 163.56 feet to a point on the west line of Reverie Lane.

THENCE; S 42° 01' 45" W, along the West line of Reverie Lane, a distance of 651.00 feet to the point of curvature of a curve having a radius of 15.00 feet.

THENCE; along said curve, a distance of 23.56 feet to the point of tangency of said curve, said point being on the north line of Fantasia Drive, and also being the point of curvature of a curve to the right.

THENCE; along said curve, having a radius of 236.00 feet, a distance of 79.24 feet to the point of tangency of said curve.

THENCE; N 28° 43' 57" W, along the north line of Fantasia Drive, a distance of 234.28 feet to the point of curvature of a curve to the left.

THENCE; along said curve, having a radius of 300.00 feet, a distance of 95.18 feet to the point of tangency of said curve.

THENCE; N 46° 54' 40" W, along the north line of Fantasia Drive, a distance of 76.00 feet to an angle point in Unit 3-A, Harmony Hills Subdivision.

THENCE; N 43° 05' 20" E, a distance of 156.00 feet to the point of beginning, and containing 3.716 acres of land, more or less.

AN ORDINANCE 31060

*amended  
ord 31912 11-21-63  
ord 31911*

AMENDING ORDINANCE NO. 28154, PASSED DECEMBER 10, 1959 PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND FOR THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE PRESENT CITY LIMITS OF SAN ANTONIO.

\* \* \* \* \*

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

1. The field notes set forth in Exhibit "A" of Ordinance No. 28154, passed and approved December 10, 1959 are hereby amended to read as set forth in Exhibit "A" attached hereto and made a part hereof.

2. The boundary and limits of the City of San Antonio are hereby changed and extended so as to include the following described territory which lies adjacent to the present city limits of the City of San Antonio, Bexar County, Texas, to-wit: all of that area extending beyond the present city limits line described by field notes in Exhibit "A" attached hereto and made a part hereof.

3. The property described in Exhibit "A" hereof is hereby annexed to the City of San Antonio and shall be included in the territory over which the City of San Antonio has jurisdiction.

4. This additional territory so annexed shall be a part of the City of San Antonio and the inhabitants thereof shall be entitled to all rights and privileges of all other citizens of the City of San Antonio, and shall be bound by the acts, ordinances and regulations of the City.

5. The City Engineer and Tax Assessor shall change their records to conform to the new bounds and limits of the City of San Antonio, as changed and fixed by this ordinance.

6. After the introduction of this ordinance, and after it has been amended as desired by the City Council of San Antonio for final passage, it shall be published in the "Commercial Recorder" in the City of San Antonio, one time; and shall not be passed finally until the expiration of at least thirty (30) days after such publication.

7. PASSED AND APPROVED for publication this 23rd day of January, A. D., 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

EXHIBIT "A" TO ORDINANCE 31060

BEGINNING at a point 500.00' measured at right angles from Camp Bullis Road, said point being 1000' measured at right angles from the southeast line of the City of Shavano Park.

THENCE; N 42° 02' 30" E, Along a line 1,000' measured at right angles from and parallel to the southeast line of the City of Shavano Park, a distance of 2,608 feet.

THENCE; North, along a line 500.00' measured at right angles from the most easterly point of the said City of Shavano Park, a distance of 6,114' to a point.

THENCE; East, 400.00' to a point.

THENCE; in a northeasterly direction along a line 1000.00' measured at right angles south of and parallel to the south line of Farm to Market Road No. 1604 to a point being 500.00' measured at right angles south of the south line of Farm to Market Road No. 1604.

THENCE; in an easterly direction along a line 500.00' measured at right angles and parallel to the south line of Farm to Market Road No. 1604, to a point 500.00 feet measured at right angles east line of U. S. Highway 281.

THENCE; in a southwesterly direction, along a line 500.00' measured at right angles east from and parallel to the east line of U. S. Highway 281, to a point on the extension of the southeast line of Hollywood Park.

THENCE; across the extension of the southeast line of Hollywood Park and along the boundaries of Hollywood Park and Hill Country Estates to a point 500.00 feet measured at right angles east from the east line of U. S. Highway 281.

THENCE; in a southwesterly direction along a line 500.00 feet measured at right angles east of and parallel to the east line of U. S. Highway 281 to a point in the present City Limits Line.

THENCE; in a southwesterly direction along the present City Limits line to a point on the north line of Harmony Hills Subdivision.

THENCE; N 47° 57' 40" W, a distance of 1294.98 feet to a point.

THENCE; N 49° 35' 15" W, a distance of 271.80 feet to an angle point.

THENCE; S 37° 44' 30" W, a distance of 674.32 feet to a point.

THENCE; S 47° 58' 15" E, a distance of 225.00 feet to a point.

THENCE; S 41° 42' 55" W, a distance of 408.53 feet to an angle point.

THENCE; N 46° 54' 40" W, a distance of 333.87 feet to a point.

THENCE; N 43° 05' 20" E, a distance of 4.58 feet to a point.

THENCE; N 70° 24' 35" W, A distance of 11.49 feet to a point.

THENCE; N 46° 54' 40" W, a distance of 297.78 feet to a point.

THENCE; N 8° 49' 06" W, a distance of 324.08 feet to a point.

THENCE; N 52° 15' 30" W, a distance of 100.73 feet to a point.

THENCE; N 37° 44' 30" E, a distance of 6.01 feet to a point.

THENCE; N 52° 15' 30" W, a distance of 200.00 feet to a point.

THENCE; S 37° 44' 30" W, a distance of 16.00 feet to a point.

THENCE; N 52° 15' 30" W, a distance of 50.00 feet to a point.

THENCE; S 37° 44' 30" W, a distance of 135.19 feet to the point of curvature of a curve to the

right.

THENCE; along said curve having a radius of 152.72 feet, a distance of 22.82 feet to a point.

THENCE; N 46° 54' 40" W, a distance of 16.02 feet to the point of curvature of a curve having a radius of 136.72 feet.

THENCE; in a southwesterly direction along said curve, a distance of 15.78 feet to a point.

THENCE; N 46° 54' 40" W, a distance of 360.82 feet to a point.

THENCE; N 46° 58' 33" W, a distance of 721.26 feet to a point.

THENCE; N 47° 04' 13" W, a distance of 1429.52 feet to a point 500.00 feet, measured at right angles, west of the west line of West Avenue.

THENCE; in southwesterly direction along a line 500.00 feet, measured at right angles, West of and parallel to the West Line of West Avenue to a point on the present City Limits Line;

THENCE; in a southwesterly direction along the present City Limits Line to a point 500.00 feet, measured at right angles, East of the East line of Camp Bullis Road.

THENCE; in a northwesterly direction along a line 500.00 feet, measured at right angles, East of and parallel to the East line of Camp Bullis Road to the place of beginning, and containing 11.49 square miles of land, more or less.

THESE FIELD NOTES EXCLUDE HOLLYWOOD PARK AND HILL COUNTRY ESTATES.

AN ORDINANCE 31061

*31911 amended 11-21-63  
31912*

PROVIDING FOR THE EXTENSION OF THE LIMITS OF THE CITY OF SAN ANTONIO AND FOR THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY ADJACENT TO THE PRESENT CITY LIMITS OF SAN ANTONIO.

\* \* \* \* \*

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

1. The boundary and limits of the City of San Antonio are hereby changed and extended so as to include the following described territory which lies adjacent to the present city limits of the City of San Antonio, Bexar County, Texas, to-wit: all of that area extending beyond the present City Limits line described by field notes in Exhibit "A" attached hereto and made a part hereof.

2. The property described in Exhibit "A" hereof is hereby annexed to the City of San Antonio and shall be included in the territory over which the City of San Antonio has jurisdiction.

3. This additional territory so annexed shall be a part of the City of San Antonio and the inhabitants thereof shall be entitled to all rights and privileges of all other citizens of the City of San Antonio, and shall be bound by the acts, ordinances and regulations of the City.

4. The City Engineer and Tax Assessor shall change their records to conform to the new bounds and limits of the City of San Antonio, as changed and fixed by this ordinance.

5. After the introduction of this ordinance, and after it has been amended as desired by the City Council of San Antonio for final passage, it shall be published in the "Commercial Recorder" in the City of San Antonio, one time; and shall not be passed finally until the expiration of at least thirty (30) days after such publication.

6. PASSED AND APPROVED for publication this 23rd day of January, A. D., 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

EXHIBIT "A" TO ORDINANCE 31061

BEING 37.245 acres of land in Harmony Hills Subdivision to be included in the City Limits of San Antonio, Bexar County, Texas and being more fully described as follows:

BEGINNING at a point in the present City Limits line, said point being in the west line of Reverie Lane and the north line of a 16 - foot utility easement between Fantasia Drive and Nocturn Drive extended across Reverie Lane.

THENCE; N 42° 01' 45" E, 510.0' with the west line of Reverie Lane to the South line of Silver-sand Drive.

THENCE; N 47° 58' 15" W, 388.56' to a point.

THENCE; N 37° 44' 30" E, 674.32' to a point.

THENCE; S 49° 35' 15" E, 271.80' to a point in the northwest corner of Harmony Hills Unit 2.

THENCE; S 47° 57' 40" E, 1294.94' with the north line of Harmony Hills Unit 2 to the existing City Limit line being 500' west of the east line of San Pedro Avenue.

THENCE; S 21° 42' W, 965.55' with the existing City Limit Line to a point in the north line of a 16' utility easement between Fantasia Drive and Stardream Drive.

THENCE; N 46° 21' 28" W, 293.22' with the north line of the 16' utility easement and existing City limit line to a point.

THENCE; N 23° 18' W, 119.14' with the north line of the 16' utility easement and existing City Limit line to a point.

EXHIBIT "A" TO ORDINANCE 31061

THENCE; S 66° 42' W, 65.71' with the north line of the 16' utility easement and existing City Limit line to a point.

THENCE; N 67° 13' 53" W, 177.62' with the north line of the 16' utility easement and existing City Limit line to a point in the west line of Rendezvous Drive.

THENCE; in a northeasterly direction 11.26' with a curve whose radius is 1067.7' and the west line of Rendezvous Drive to a point.

THENCE; N 66° 37' W, 90.26' along the north line of a 16' utility easement and existing City Limit line to a point.

THENCE; N 42° 08' 12" W, 107.69 with the north line of the 16' utility easement and present City Limit Line to a point.

THENCE; in a northeasterly direction 214.24' with a curve to the right whose radius is 371.71' and the north line of the 16' utility easement and existing City Limit Line to a point.

THENCE; N 47° 58' 15", W 227.87' with the north line of the 16' utility easement and existing City Limit line, crossing Reverie Lane to the point of beginning.

AN ORDINANCE 31062

RATIFYING AND APPROVING THE AGREEMENT EXECUTED BY THE CITY WATER BOARD AND THE COUNTY OF BEXAR FOR THE PREPARATION OF COUNTY TAX STATEMENTS AND OTHER DATA PROCESSING SERVICES BY THE PERSONNEL OF THE CITY WATER BOARD.

\* \* \* \* \*

WHEREAS, the City Water Board, acting by and through its Manager, has executed a contract with the County of Bexar, acting by and through its Tax Assessor-Collector, on the 7th day of January, 1963; and

WHEREAS, this Council had previously by resolution approved negotiations between said agencies for the purposes of entering into an agreement; and

WHEREAS, the Waterworks Board of Trustees by resolution has requested that this Council approve, ratify and adopt the provisions of the agreement referred to above;

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

1. The agreement between the Waterworks Board of Trustees of the City of San Antonio and the County of Bexar for the performance of certain data processing services and the preparation of County Tax Statements for the County of Bexar by City Water Board personnel is hereby ratified and approved.
2. The agreement is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream,  
Mayor Pro-Tem

A G R E E M E N T

STATE OF TEXAS }  
COUNTY OF BEXAR }

WHEREAS, the Commissioners' Court of Bexar County, Texas, has authorized the execution of an agreement with the Waterworks BOARD OF TRUSTEES OF THE CITY OF SAN ANTONIO, for the performance of certain services by said agency of the City of San Antonio, such agreement on the part of the Commissioners' Court to be executed by Chas. G. Davis, Tax Assessor-Collector of Bexar County, Texas; and

WHEREAS, the City of San Antonio, acting by and through its City Council, by resolution dated the 19th day of December, A. D. 1962, duly authorized said WATERWORKS BOARD OF TRUSTEES to enter into negotiations with the said Chas. G. Davis, Agent for Bexar County as aforesaid; and

WHEREAS, said WATERWORKS BOARD OF TRUSTEES has by resolution passed and approved the 7th day of January, A. D. 1963, duly authorized the execution of the agreement hereinafter set out by its Manager, and has recommended that the City Council of the City of San Antonio pass an ordinance ratifying the execution of the agreement by said Manager as hereinafter set out;

THE WATERWORKS BOARD OF TRUSTEES, hereinafter referred to as "Board", acting through its Manager, Bruce E. Sasse, and BEXAR COUNTY, hereinafter referred to as "County", acting herein by and through its agent, Tax Assessor Collector, Chas. G. Davis, do hereby enter into the following agreement, to-wit:

W I T N E S S E T H :

1. Board agrees to perform data processing services in connection with the issuance of County Tax Statements for County using its 1401 Computer for a one year period commencing the 1st day of January, 1963, and ending the 31st day of December, 1963.
2. Services to be Rendered by Board
  - A. General. The Board will supervise and assist the County Tax Collector and his staff in the techniques necessary for conversion from manual methods of preparation of tax statements to the electronic method.
  - B. Conversion Phase. The conversion phase in data processing procedure involves

the designing of the account number, and writing the programs to put source information on magnetic tape preparatory to tax billing. It also includes the training of County Tax Office employees in methods of working with computer output and input. The specific procedures to be used by Board and County during the conversion phase of this agreement are outlined on pages 8,9,10 and 11 of "Proposal for Preparing County Tax Statements" which is included herein as Exhibit "A" for all purposes.

After the conversion phase is completed, Board personnel will provide the data processing service by preparing County Tax Statements using Board's 1401 Computer.

C. Number of Accounts Included in Service.

Board agrees that the following estimate of accounts forms the basis for this agreement:

1. 220,000 Real Property Accounts;
2. 12,500 Personal Property Accounts;
3. 10% name changes annually;
4. 9% valuation changes annually;
5. 9% parcel separation annually;
6. 90% current tax collections annually (on and after July 1, 1963);
7. Description size; maximum 4 x 28 character, average 1 1/2 x 28 characters, 1 card;
8. Name and address size; maximum 5 x 28 characters, average 3 x 28 characters, (not including City where it is San Antonio) 2 cards;
9. Valuation Size; 3 x 8 digits.

D. Data Processing Phase. The data processing phase involves the actual preparation by means of the 1401 Computer of the various bills and reports prepared by the County's tax office as follows:

1. Tax Bills
2. Tax roll
3. Renditions
4. Alphabetical Index of all taxpayers
5. Daily Cash Report
6. Weekly Cash Report
7. Monthly Tax Distribution
8. Monthly Taxes Receivable
9. Reminder notices
10. Form 18 - Report to State of delinquent taxes
11. Change records
12. Valuation Control - up to date recap of all County property valuation

3. Costs. County agrees to pay Board for the services rendered hereunder as follows:

- A. Conversion Phase. The total sum of \$17,630.00 Payable in equal monthly installments for six months, commencing January 31, 1963, and ending June 30, 1963.
- B. Data Processing Phase. The sum of \$3,000.00 per month for a six month period commencing on July 31, 1963, and ending December 31, 1963, unless this agreement be renewed as herein provided.

4. Payments. Payments made by County under the terms of paragraph 3, above shall be payable to City Water Board in the office of its Comptroller, City Hall Annex, 506 Dolorosa Street, San Antonio, Texas.

5. Extra Work. Additional data processing services may be requested by County during the period of this agreement and when found feasible to accomplish by Board's Manager, said additional services shall be rendered at a cost to be mutually agreed upon by Board and County.

6. Renewal and Cancellation. This contract shall be extended automatically each year without further notice, with payments by county at the rate of \$3,000.00 per month, unless either party hereto shall give to the other party one hundred eighty (180) days' notice in writing that it will cancel and no longer be bound under this agreement at the end of said period of one hundred eighty (180) days. Notices of said cancellation shall be directed to the following:

To WATERWORKS BOARD OF TRUSTEES, as follows:

Mr. Bruce E. Sasse  
General Manager,  
City Water Board  
506 Dolorosa  
San Antonio, Texas

To BEXAR COUNTY, as follows:

Chas. G. Davis  
Tax Assessor-Collector  
Bexar County Courthouse  
San Antonio, Texas

7. WITNESS our hands this 10th day of January, 1963.

COUNTY OF BEXAR  
BY: s/ Chas. G. Davis  
Tax Assessor-Collector

ATTEST: s/J. W. Knight  
County Clerk, Bexar County

ATTEST: s/ Irene Schram, Secretary

WATERWORKS BOARD OF TRUSTEES  
CITY OF SAN ANTONIO  
By: s/ Bruce E. Sasse

AN ORDINANCE 31063

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ELMER C. HAAG FOR THE DEMOLITION OF CERTAIN PARCELS (ITEMS I, III AND V) FOR THE CITY OF SAN ANTONIO URBAN RENEWAL AGENCY FOR A NET TOTAL OF \$9,300.00.

\* \* \* \* \*

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

- 1. The attached low qualified bid of Elmer C. Haaz, dated January 21, 1963 for the complete demolition of Item I (Parcels #101 and #102) Item III (Parcel #129) and Item V. (Parcel #174) for the City of San Antonio, Urban Renewal Agency for a net total of \$9,300.00 is hereby accepted.
- 2. Payment to be made from General 1-01, Department of Urban Renewal, Account No. 21-05-01, Code 2-97.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31064

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF KELLY SALVAGE COMPANY FOR THE DEMOLITION OF CERTAIN PARCEL (#197 and #198) FOR THE CITY OF SAN ANTONIO, URBAN RENEWAL AGENCY FOR A NET TOTAL OF \$1,985.00.

\* \* \* \* \*

- 1. The attached low qualified bid of Kelly Salvage Company, dated January 21, 1963 for the complete demolition of Item II (Parcels #197 and #198) for the City of San Antonio, Urban Renewal Agency for a net total of \$1,985.00 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Urban Renewal, Account No. 21-05-01, Code 2-97.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31065

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GLOBE DEMOLITION, INC. FOR THE DEMOLITION OF CERTAIN PARCEL (#115) FOR THE CITY OF SAN ANTONIO URBAN RENEWAL AGENCY FOR A NET TOTAL OF \$3,200.00.

\* \* \* \* \*

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

- 1. The attached low qualified bid of Globe Demolition, Inc., dated January 21, 1963 for the complete demolition of Item IV, (Parcel #115) for the City of San Antonio, Urban Renewal Agency for a net total of \$3,200.00 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Urban Renewal, Account No. 21-05-01, Code 2-97.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 23rd day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream,  
Mayor Pro-Tem

AN ORDINANCE 31066

ACCEPTING THE BID OF THE NATIONAL BANK OF COMMERCE OF SAN ANTONIO FOR THE LOANING OF FUNDS FOR PART OF THE PURCHASE PRICE FOR THIRTY MOTOR BUSES FOR THE SAN ANTONIO TRANSIT SYSTEM, AND DECLARING AN EMERGENCY.

\* \* \* \* \*

WHEREAS, subsequent to the passage and approval of the ordinance of the City Council of San Antonio of December 12, 1962, authorizing the borrowing of funds to be evidenced by promissory notes and secured by chattel mortgages on motor buses and authorizing the taking of sealed bids in connection with such borrowing, the National Bank of Commerce of San Antonio, Texas, submitted a sealed bid to make said loan not to exceed \$600,000.00 at the interest rate of two and forty-four one/hundredths per cent (2.44%) per annum, which was the best and most favorable bid for said loan; now, therefore;

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

- 1. That the bid of the National Bank of Commerce of San Antonio, Texas, to loan funds not to exceed \$600,000.00 in accordance with the ordinance passed and approved by the Council of the City of San Antonio on December 12, 1962, at an interest rate of two and forty-four one/hundredths per cent (2.44%) per annum is hereby accepted.

2. That the Transit Board of Trustees of San Antonio do all things that it may deem necessary or proper to the consummation of said loan, including (a) the payment on said loan of \$44,000.00 per month out of the Renewal and Replacement Fund provided for in the Trust Indenture dated March 1, 1959, securing said San Antonio Transit System Revenue Bonds, which shall be dedicated and pledged solely to the payment thereof until the entire principal and interest has been paid to said bank; (b) the naming of said bank as the lienholder on the certificates of title to said thirty buses as they are delivered; and (c) prompt notification of the insurance policies on said buses (other than liability insurance policies) that said bank has a lien on said buses.

3. That by reason of the necessity for the acquisition and financing of said buses, which are urgently needed extensions and improvements to the Transit System of this City, an emergency is hereby declared to exist making it necessary for the preservation of the public peace, property, health and safety that this ordinance become effective immediately upon enactment and it is so enacted.

ADOPTED AND APPROVED On January 23, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31067

ACCEPTING THE PROPOSAL OF THE FROST NATIONAL BANK TO ACT AS THE DEPOSITORY AND FISCAL AGENT OF THE CITY AND TO LEND MONEY TO THE CITY DURING THE FISCAL YEARS 1963-64, and 1964-65.

\* \* \* \* \*

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

1. The proposal of the Frost National Bank of San Antonio, Texas, dated January 24, 1963, to act as general and special depository of the City of San Antonio during the period beginning August 1, 1963, and ending July 31, 1965, to act as fiscal agent of the City during said period, under the terms and conditions contained in such proposal, is hereby accepted. Said proposal is attached hereto, marked Exhibit "A", and is made a part hereof for all purposes.

2. Said Bank is hereby designated as general and special depository of the City for the aforementioned period, and upon deposit by said bank of securities approved by the City to secure City funds, it shall be duly authorized and eligible to receive the general and special deposits of the City during said period.

3. Said Bank is hereby designated as the fiscal agent of the City for the period beginning August 1, 1963, and ending July 31, 1965.

4. PASSED AND APPROVED this 30th day of January, A. D., 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31068

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$211.42 TO THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, DUE TO A DOUBLE PAYMENT OF TAXES.

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

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

Amount:	\$211.42
Payable to:	The Equitable Life Assurance Society of the United States, 725 Milam Bldg. City
Reason:	Refund of double payment on Lot 6, Block 15, New City Block 11815, Account No. 596-1854. Payment was made on January 11, 1963, and again on January 24, 1963.

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

ATTEST: J. H. Inselmann

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31069

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF STANDARD SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO, VARIOUS DEPARTMENTS WITH CERTAIN CUSTODIAL PAPER PRODUCTS FOR A TOTAL OF \$2,525.40

\* \* \* \* \*

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

1. The attached low qualified bid of Standard Supply Company, dated January 14, 1963 to furnish the City of San Antonio, various departments with certain custodial paper products for a total of \$2,525.40, less 2%-15 days is hereby accepted as follows:

460 Cases - C - Fold Towels @ \$5.49 , Less 2% - 15 days \$2,525.40

2. Payment to be made as follows:

Working Capital	Fund 6-01	1,647.00
12-02-03	Fund 8-01	603.90
11-02-01	Fund 1-01	274.50
		<u>2,525.40</u>

3. All other bids received are hereby rejected.

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31070

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF CERAMIC ROAD MARKERS FROM AMERICAN CLAY FORMING PLANT-DIV. FERRO CORPORATION FOR THE CITY OF SAN ANTONIO, DEPARTMENT OF TRAFFIC AND TRANSPORTATION MAINTENANCE FOR A NET TOTAL OF \$7,011.25.

\* \* \* \* \*

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

1. THAT the Director of Finance is authorized to purchase certain items of Ceramic road markers from the American Clay Forming Plant, Div. Ferro Corporation for use by the City of San Antonio, Department of Traffic and Transportation, maintenance shop for a net total of \$7,011.25.

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

3. Payment to be made from General Fund 1-01, Department of Traffic and Transportation as follows;

Acct. # 23-02-11	Code 3-30	\$4,061.75
Acct. # 23-02-02	Code 3-30	2,949.50
		<u>\$7,011.25</u>

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31071

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 \$5,959.32 FOR PAYMENT OF SAME.

\* \* \* \* \*

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

1. The attached low qualified bids of Trans-Tex Supply Company, Southwestern Plastic Pipe Company and Goldthwaite's of Texas dated January 16, 1963, to furnish the City of San Antonio, Department of Parks and Recreation with certain items of irrigation materials for a total of \$5,959.32 is hereby accepted as follows:

Trans-Tex Supply Co.  
San Antonio, Texas

Item #1 - 399 Ft. Galv. Pipe	\$ 407.22	
Item #3 - 8,3" Quick Coupler Valves #56 Buckner (Less 2%-10 days)	<u>408.00</u>	\$ 815.22

Southwestern Plastic Pipe Co.  
Mineral Well, Texas

Item #2-A - 350 pcs. "Type I" Pipe (1 1/2")	1,878.80	
Item #2-B - 350 pcs. " " " (2")	<u>2,505.30</u>	\$4,384.10
(Less 2%-30 days)		

Goldthwaite's of Texas  
San Antonio, Texas

Item #4 - 200, 1" I.P.S. Quick Coupler Valves, #3 Buckner (net)	<u>760.00</u>	
		<u>760.00</u>
		\$5,959.32

2. The sum of \$5,959.32 is hereby appropriated from Parks Improvement Bond Fund #479-18, Code 5-12, payable to vendors as listed above for certain irrigation materials for installation of a water system at West Side Park.

3. All others bids received are hereby rejected.

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31072

AUTHORIZING EXECUTION OF A CONTRACT BETWEEN BEXAR COUNTY AND THE CITY FOR ACQUISITION OF CERTAIN PROPERTY AS RIGHT OF WAY FOR U. S. HIGHWAY 281, NORTH.

\* \* \* \* \*

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

- 1. The City Manager is authorized to execute a contract on behalf of the City providing for acquisition by Bexar County of certain property in the name of O. E. Alexander required as right of way for U. S. Highway 281, North.
- 2. A copy of said contract is attached hereto and incorporated herein for all purposes.
- 3. PASSED AND APPROVED this 30th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

CONTRACT

THE STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR     }

WHEREAS, BEXAR COUNTY, TEXAS, a municipal corporation, hereinafter called County, is acquiring title to property fronting on U. S. Highway 281 North, from the City Limits of the City of San Antonio, Texas, to the boundary line of Bexar County, for the purpose of widening, straightening and otherwise improving the said U. S. Highway 281 North; and,

WHEREAS, title to such properties acquired by said COUNTY for such purpose is conveyed by the various landowners to the STATE OF TEXAS, under and by virtue of an agreement existing by and between the Commissioners Court of said County and the State Highway Commission of the State of Texas; and,

WHEREAS, said agreement in substance provides that the State of Texas acting through said Highway Department and Comptroller of Public Accounts will reimburse and pay to COUNTY one-half of 50% of the appraised value of acquired property designated by said State Highway Department of the State of Texas as being necessary for said improvement of U. S. Highway 281 North, or fifty per cent (50%) of the net cost, as provided by Article 6673e-1 R. C. S.; and,

WHEREAS, the City of San Antonio entered into a Contractual Agreement for R/W Procurement on March 27, 1961, with the State of Texas for U. S. Highway 281 North within the City pursuant to Ordinance 29277 passed and approved February 16, 1961, and same contains provisions similar to those in the aforementioned agreement between Bexar County and the State of Texas;

WHEREAS, it is necessary to acquire certain property for such improvement of said highway belonging to O. E. Alexander, part of which property lies within the territorial limits of the City of San Antonio, and partly without the territorial limits of the City of San Antonio, and it is expedient that all of such property be acquired at the same time by Bexar County, partly on its own account and partly for the City of San Antonio, and that conveyances of all said property be made to the State of Texas in one instrument, or that the same be condemned in one proceeding; and,

WHEREAS, it is the desire of the City of San Antonio that Bexar County be reimbursed for the sum required to be paid O. E. Alexander for the portions of the O. E. Alexander property lying within the territorial limits of said City of San Antonio, and either conveyed by said owner to the State of Texas as the result of negotiation or acquired by the State in Condemnation proceedings.

NOW THEREFORE, the CITY OF SAN ANTONIO, a municipality, hereinafter called CITY, acting herein by and through its City Manager, thereunto duly authorized by Ordinance No. 31072, of said City of San Antonio, dated the 30th day of January, 1963, does authorize and direct said COUNTY to acquire either by purchase or condemnation, the following described tracts of land belonging to O. E. Alexander, lying within the territorial limits of the City of San Antonio, to-wit:

PARCEL 1A, being 0.439 of an acre of land, more or less, in New City Block 11984 in the City of San Antonio, same being all of that portion of Lot 201 which is within the City Limits of San Antonio and out of and a part of Lot 201 as described above and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of said Lot 201, New City Block 11984, in the City of San Antonio, said point being the intersection of the division line between Lots 200 and 201 with the existing southeast line of U. S. Highway 281;

THENCE, SOUTH 72° 54' 30" East, a distance of 91.37 feet along the division line between lots 200 and 201 to a point for a corner of a northeast line of the City Limits of the City of San Antonio;

THENCE, SOUTH 17° 56' 30" East, a distance of 174.98 feet along said City Limits line to a point for a corner of the southeast line of Lot 201 and the northwest line of a 50.00 foot drain;

THENCE, SOUTH 17° 05' 30" West, a distance of 26.14 feet along said lot and drain division line to the southeast corner of said Lot 201;

THENCE, NORTH 72° 54' 30" West, a distance of 250.00 feet along the division line between Lots 201 and 202 to the southwest corner of said Lot 201;

THENCE, NORTH 17° 05' 30" East, a distance of 100.00 feet along the north-west line of Lot 201 and the existing southeast line of U. S. Highway 281 to the point of BEGINNING.

PARCEL 2A, being 0.045 of an acre of Land, more or less, in New City Block 11984 in the City of San Antonio, same being all of that portion of Lot 200 which is within the City Limits of San Antonio and out of and a part of said Lot 200 as described above and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Lot 200, New City Block 11984, in the City of San Antonio, said point being the intersection of the division line between Lots 200 and 201 with the existing southeast line of U. S. Highway 281;

THENCE, NORTH 17° 05' 30" East, a distance of 42.54 feet along the northwest line of Lot 200 and said existing southeast line of U. S. Highway 281 to a point for a corner on a northeast line of the City Limits of the City of San Antonio;

THENCE, SOUTH 47° 56' 30" East, a distance of 100.79 feet along said City Limits line to a point for a corner on the division line between Lots 200 and 201;

THENCE, NORTH 72° 54' 30" West, a distance of 91.37 feet along the division line between Lots 200 and 201 to the point of BEGINNING.

PARCEL 1C, being all of Lot 202, New City Block 11984, in San Antonio, Bexar County, Texas,

Said CITY does agree and bind itself to repay to said COUNTY fifty per cent (50%) of the cost of acquiring that portion of the O. E. Alexander property above described, whether acquired by purchase or condemnation, pro rata in the proportion which the area of the property described bears to the total area acquired by the COUNTY, and agrees that should the proportionate cost of acquiring such property be in excess of the proportionate appraised value fixed by the State Highway Department, or proportionate cost as provided by Article 6673c-1 R.C.S., to reimburse said COUNTY for the City's pro rata share of all excess cost over such appraised value or cost, including, but not limited to, appraisal fees, witness fees and all other expenses which are customary and necessary in a condemnation suit, such sum less the amount to be paid by the State of Texas, to be paid as hereinafter provided.

Said CITY does also hereby transfer and assign any and all claims and sums of money which it might receive by contribution from the said State of Texas under the provisions of Article 6673c-1, R. C. S., and being specifically the fifty per cent (50%) contribution which would be made to the CITY BY THE State Highway Department and Comptroller of Public Accounts, had the CITY purchased or condemned the land hereinabove described, and does authorize the proper authorities of COUNTY to demand, receive and receipt for such contribution.

IT IS FURTHER AGREED that payment will be made to the COUNTY of the sums referred to on or before one (1) year after said property is acquired by purchase, or on or before one (1) year after the amount of the award of the commissioners of condemnation has been deposited in court. That after such period of one (1) year the amount due from CITY shall bear interest at the rate of six (6%) per cent per annum.

Executed in duplicate originals this 16th day of January, 1963.

COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS, BY:

Albert A. Pena, Jr.  
County Commissioner, Precinct 1

O. E. Warzbach  
County Commissioner, Precinct 2,

Sam Jorrie  
County Commissioner, Precinct 3

A. J. Ploch  
County Commissioner, Precinct 4

CITY OF SAN ANTONIO, BY:  
David A. Harner

Assist. City Manager

Acting A. J. Ploch  
County Judge, Bexar County

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31073

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WILLIS A. PORTER, APPRAISER, FOR THE APPRAISAL OF CERTAIN PROPERTIES REQUIRED FOR THE KELLY ACCESS ROAD PROJECT, AND APPROPRIATING THE SUM OF \$3,700.00 FOR SERVICES IN CONNECTION THEREWITH.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to enter into a contract (Attached hereto and made a part hereof) with Willis A. Porter, Appraiser, for services to be rendered in the appraisal of land required for the Kelly Access Road Project.

2. The sum of \$3,700.00 is hereby appropriated out of Highway 90 West Expressway bonds, 1961, Fund No. 479-16 in accordance with the contract authorized in Paragraph 1 above.

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

CONTRACT

STATE OF TEXAS }  
COUNTY OF BEXAR }

This contract, made this \_\_\_\_\_ day of \_\_\_\_\_, 1963, between the City of San Antonio (hereinafter called "City") acting through its City Manager, pursuant to Ordinance No. 31073, passed and approved the 30th day of January, 1963, and Willis A. Porter, (hereinafter called "Appraiser").

W I T N E S S E T H :

WHEREAS, City desires to determine the fair market value of certain real property in Bexar County, to be acquired for public purposes by the City in connection with the Kelly Access Road Project; and,

WHEREAS, City desires to retain an appraiser who will be fully responsible for complete appraisals on two parcels of land and improvements to be acquired for this project, and pay a fixed fee, determinable in advance, for all services in connection therewith, and submission of complete comprehensive appraisal reports; and,

WHEREAS, Appraiser has made a proposal to the City whereby Appraiser will be responsible for the preparation of such complete appraisal reports; NOW, THEREFORE; City and Appraiser hereby agree as follows:

1. Appraiser agrees that he will personally inspect each parcel to be appraised. Appraiser agrees not to furnish a copy of the appraisal report or the information contained therein to any other person or agency except on proper court order. The appraiser's report is to be confidential material and a breach of such confidence by appraiser shall be deemed a material breach of this agreement.

2. The appraiser shall use all proper techniques, methods and analyses applicable in arriving at this estimate of market value for each parcel. Appraisals suitable for use in Eminent Domain proceedings are required and, inasmuch as both parcels to be appraised are "partial takings," values will be set forth in the reports for the whole tract, the part taken as severed land, and the value of the remainder before and after the taking. All Leasehold interests, if any, are to be determined and included in the appraisals.

3. Two (2) parcels are to be appraised under this contract. Same are identified as Nos. 5601 and 5610, as indexed in the records of the City's Land Division. Appraisal reports shall be submitted in triplicate and include a minimum of three (3) photographic prints of each building or other improvement on the parcels covered in this agreement.

4. Appraiser agrees to complete this work by May 1st, 1963; however, appraisal reports completed prior to May 1st, 1963 should be furnished immediately upon completion.

5. The Appraiser shall receive a total of \$3,700.00 for his services in connection with complete appraisals on both parcels, payment to be made within a reasonable time after completion and submission of reports on both parcels and rendition of a statement or bill in triplicate to the City for same.

6. The appraisal fee agreed upon herein does not include pre-trial preparation nor court testimony in the event of condemnation proceedings. Whenever a file is referred to City's Legal Department and an Assistant City Attorney requests the appraiser to review the appraisal or prepare for trial, such services shall be compensated at the rate of \$100.00 per eight-hour day, portions of a day to be prorated accordingly. Appraiser will receive \$100.00 per day or part thereof for appearance before Condemnation Commissioners or in court.

7. City will furnish the appraiser with the legal description, plats and field notes, copies of City tax record cards, and title reports on both properties covered by this agreement.

8. Both parties hereto agree to furnish any pertinent available information to the other upon request, if such information would be helpful in accomplishing the purpose of this contract.

9. City may, at any time by written order, add or detract from the outlined work and services to be performed under this contract. If such change causes an increase or decrease in the number of parcels covered by this contract, a written modification of this agreement shall be negotiated by both parties hereto.

10. WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 1963.

\_\_\_\_\_  
APPRAISER

\_\_\_\_\_  
CITY OF SAN ANTONIO

BY: \_\_\_\_\_

AN ORDINANCE 31074

APPROPRIATING THE SUM OF \$94,450.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT, STORM DRAINAGE #43 PROJECT, STORM DRAINAGE #55 PROJECT, AND KELLY ACCESS ROAD PROJECT.

\* \* \* \* \*

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

1. The sum of \$8,700.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

a. \$2,800.00 payable to Stewart Title Company as escrow agent for Ascension Planas and Simona Blancas for title to 0.7717 of one acre of land, more or less, same being out of and a part of Lot 19, Block 35, New City Block 3694, being Parcel 41-4341.

b. \$900.00 payable to Stewart Title Company as escrow agent for Onofre Gonzalez and Guadalupe G. Gonzalez, for title to 0.0061 of an acre of land, more or less, in New City Block 3487, being Parcel 241-4541.

c. \$5,000.00 payable to Stewart Title Company as escrow agent for Robert Walter Cole, et al for title to Lots 22 and 23, Block 5, New City Block 11323, being Parcel 511-4811.

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 \$3,250 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for acquisition of right of way for Storm Drainage #43 Project as follows:

a. \$3,250.00 payable to Guardian Abstract and Title Company as escrow agents for Arnold Schultz and Clara Schultz for title to a Tract of Land out of Lot A, Block 5, New City Block 3229, being Parcel 5242, a Tract of Land out of Lot 134, Block 5, New City Block 3229, being Parcel 5243, a Tract of Land out of Lot 133, Block 5, New City Block 3229, being Parcel 5244, a Tract of Land out of Lot 132, Block 5, New City Block 3229, being Parcel 5245, a tract of Land out of Lot 131, Block 5, New City Block 3229, being Parcel 5246, a Tract of Land out of lot 130, Block 5, New City Block 3229, being Parcel 5247 and a Tract of Land out of Lot 129, Block 5, New City Block 3229, being Parcel 5247A.

b. A quitclaim Deed to a vacancy situated between Block 12, NCB: 2482, Silvan Park and Block 5, NCB 3229, Hillcrest Addition, San Antonio, Bexar County, Texas granted by Frank L. Mayen, et al, is hereby accepted, being Parcel 5282.

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

3. The sum of \$2,500.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for acquisition of right of way for Storm Drainage #55 Project as follows:

a. \$500.00 payable to Guardian Abstract and Title Company as escrow agent for Raymond M. Autry, et al for easement (Permanent & Temporary) over a Triangular portion of Lot 5, Block 11, New City Block 7613, being Parcel 5524 and an irregular portion out of Lot 4, Block 11, New City Block 7613, being Parcel 5525.

b. \$750.00 payable to Guardian Abstract and Title Company as escrow agent for S. A. Prosser and Emma Mary Prosser for easement (Permanent and Temporary) over a Triangular portion of Lot 9, Block 8, New City Block 7610, being Parcel 5532, an irregular portion out of Lot 10, Block 8, New City Block 7610, being Parcel 5531 and a Triangular portion of Lot 11, Block 8, New City Block 7610, being Parcel 5530.

c. \$1,250.00 payable to Guardian Abstract and Title Company as escrow agent for Vera Beatrice Bailey for easement (Permanent & Temporary) over a triangular portion of Lot 6, Block 1, New City Block 7626, being Parcel 5533, an irregular portion out of Lot 5, Block 1, New City Block 7626, being Parcel 5537, and a triangular portion out lot 4, Block 1, New City Block 7626, being Parcel 5538.

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

4. The sum of \$80,000.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way for Kelly Access Road Project as follows:

a. \$2,000.00 payable to Guardian Abstract & Title Company as escrow agent for Louis Vander Poorten, et al for title to all of the Southwest rriangular portion of Lot 44, Block 2, New City Block 6680, being Parcel 5601-A.

b. \$78,000.00 payable to Guardian Abstract & Title Company as escrow agent for Louis Vander Poorten and Mrs. Agnes Vander Poorten for title to all of Lots 38, 39 and 40, Block 2, New City Block 6680, being Parcel 5604.

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

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

Attest: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Por-Tem

AN ORDINANCE 31075

AUTHORIZING THE APPOINTMENT OF MEMBERS TO THE VARIOUS MUNICIPAL BOARDS AND COMMISSIONS.

\* \* \* \* \*

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

1. The following persons are hereby appointed members of the designated Boards and Commissions, for terms expiring as indicated:

Peter D.

URBAN RENEWAL AGENCY

Peter D. Reed (Replacing Henry Guerra, Sr.) Term Expiring March 19, 1963.

PLANNING COMMISSION

G. S. McCreless

Term Expiring July 31, 1964.

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

A RESOLUTION

GRANTING THE SAN ANTONIO GARDEN CENTER, INC. A PERIOD OF ONE YEAR TO SUBMIT PLANS AND SPECIFICATIONS FOR BUILDINGS AND OTHER IMPROVEMENTS ON A PORTION OF MAHNCKE PARK FOR CERTAIN PURPOSES SUBJECT TO CERTAIN RESTRICTIONS, RESERVATIONS AND CONDITIONS.

\* \* \* \* \*

WHEREAS, the San Antonio Garden Center, Inc., San Antonio, Texas pursuant to its Charter authority, desires permission to improve and beautify that portion of Mahncke Park located east of North New Braunfels Avenue, for the purpose of participating with the general public in the use of said improvements; and

WHEREAS, in this connection, the said San Antonio Garden Center, Inc., desires to construct for use as a horticultural center, a building to house meeting rooms, botanical Library and other rooms for a similar purpose such as garden lectures and classes and erect a greenhouse or grow experimental and other gardens thereon; and

WHEREAS, the said San Antonio Garden Center, Inc. is cognizant that legal title of the City to said property is restricted by reservations and conditions as to its use by Deed, (recorded in Bexar County Deed Records, Vol. 238, pages 191-193), utility easements, laws and regulations, and that buildings, gardens, etc., when constructed, produced and grown thereon by the said San Antonio Garden Center, Inc., become the property of the City:

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

1. The San Antonio Garden Center, Inc. will be allowed one year from the date of this Resolution to submit plans and specifications for buildings and ground improvements, and locations of same, on that portion of Mahncke Park located east of North New Braunfels Avenue and for proposed use of same by the said San Antonio Garden Center, Inc. for City Council approval.
2. After submission of said plans and specifications by the said San Antonio Garden Center, Inc., as hereinabove stated, and found to be legally and factually acceptable, an ordinance setting forth a proposed agreement thereon will be submitted to the City Council for its approval.
3. PASSED AND APPROVED this 30th day of January, 1963.

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31076

MANIFESTING AN AGREEMENT BETWEEN THE CITY AND THE LINCOLN PARK RECREATION ASSOCIATION, AND GRANTING A LICENSE TO SAID ASSOCIATION TO USE LINCOLN PARK LITTLE LEAGUE BASEBALL FIELD FOR LITTLE LEAGUE BASEBALL PURPOSES.

\* \* \* \* \*

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

1. This ordinance makes and manifests an agreement between the city of San Antonio, hereinafter called "City" and the Lincoln Park Recreation Association, acting by and through its duly authorized officers, hereinafter called "Licensee", upon the following terms and conditions:
  - a. A license is hereby granted to Licensee to use the portion of City-owned property hereinafter described for Little League Baseball played by organized teams recognized by State and National Little League Associations. Said license shall be effective on the date approved by the City Council and shall terminate on September 30, 1964.
  - b. The area covered by said license in the Lincoln Park Little League Baseball Field located at 2300 East Commerce Street.
  - c. It is agreed that the premises are herein licensed to the Licensee for the purpose of Little League baseball, and is conditioned upon the continued use of such premises for Little League baseball, as that term is recognized by State and National Little League Organizations. At any such time premises cease to be used for Little League purposes, this license shall automatically terminate and the property shall revert to the City of San Antonio.
  - d. The Licensee agrees to indemnify, reimburse and save harmless the City from any and all damages that may be caused by the use of said property, and shall protect and indemnify the City from any and all claims and causes of action arising out of the use of said property, the licensee agreeing to defend any litigation arising in connection with such use at its own cost and expense.

e. At the expiration of this license, either by the fulfillment of the license or for any other grounds or for breach of any of the conditions of this contract, the Licensee agrees to peaceably yield up possession of said property to the City. And upon such expiration of this license or any renewal thereof, all improvements placed upon the property by the Licensee shall revert to and become the property of the City. Further said Licensee may not cause any alterations to, or add any type of permanent improvements without the written approval of the Director of Parks and Recreation.

f. Licensee shall furnish liability insurance naming the City of San Antonio as co-insured with minimum limits of \$25,000.00 per person and \$100,000.00 for any one accident on personal injury liability insurance and \$5,000.00 property damage liability insurance. The proper indorsement or certificate shall be filed with the City Clerk showing such insurance coverage on or before March 1, 1963.

g. The right is expressly reserved to the City, acting through the Council, to terminate this license when deemed inconsistent with the public use of the property of the City, or when deemed in the best interests of the City or when the same may become a nuisance.

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

Project: Storm Drainage  
#43  
Parcels: 5266 & 5289

AN ORDINANCE 31077

APPROPRIATING \$1,130.00 OUT OF STORM SEWER AND DRAINAGE BONDS 1957, #479-13, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF ALBERT E. ZUNKER AND WIFE MARGUERITE E. ZUNKER AND THE HEIRS OF BEXXIE COOK, ALSO KNOWN AS BESSIE COOK ZUNKER, DECEASED, WHOSE NAMES AND RESIDENCES ARE UNKNOWN, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #1436, COUNTY COURT OF BEXAR COUNTY, TEXAS.

\* \* \* \* \*

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

1. The sum of \$1,130.00 is hereby appropriated out of Storm Sewer and Drainage Bonds 1957, #479-13, payable to the County Clerk of Bexar County, subject to the order of Albert E. Zunker and wife Marguerite E. Zunker and the Heirs of Bessie Cook, also known as Bessie Cook Zunker, deceased, whose names and residences are unknown, said amount being the Award of Special Commissioners in Condemnation Cause #1436, County Court of Bexar County, Texas.

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31078

AUTHORIZING EXECUTION OF A LEASE OF SPACE AT INTERNATIONAL AIRPORT TO CREST CONVERSIONS, INC.

\* \* \* \* \*

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

1. The City Manager is authorized to execute a lease of space at Building 130 at San Antonio International Airport to Crest Conversions, Inc.

2. A copy of said lease (Lease 130-5) is attached hereto and incorporated herein.

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

LEASE NO. 130-5

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

, its Assistant City Manager, pursuant

to Ordinance No. \_\_\_\_\_ adopted \_\_\_\_\_, 19\_\_\_\_, (hereinafter called "Lessor"), and Crest Conversions, Inc., a corporation incorporated under the Laws of Texas, acting by and through its designated officers pursuant to a resolution of its Board of Directors.

(hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: 5,497 sq. ft. in Bay 5  
8,497 sq. ft. in Bay 5, under building and ramp  
B. Ground: 1/2 acre of unimproved 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:	5,497	\$ .44	\$2,418.68	\$201.56
B. Ground:	8,497 1/2 acre	.04 400.00/acre	339.88 200.00	28.32 16.67
C. Option:	12,100	.005	60.50	5.04

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 time of 5 (five) years, a period beginning March 1, 1963.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other: Upholstery trim shop and modification shops for aircraft. The 1/2 acre is to be paved by Lessee at its expense and one portion used for parking motor vehicles and balance for aircraft.

5. LIABILITY INSURANCE

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

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$4,000.00 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

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

8. SPECIAL PROVISIONS

A. OPTION: Lessee may use the additional 12,100 Sq. ft. area listed in par. 2 C above, if and when Lessee exercises its option by giving written notice to Lessor, for additional aircraft parking. In such event, Lessee shall pave this area at its expense and the rental therefor shall be at the rate of \$400 per acre per year for the balance of the term hereof. Lessee must exercise or release this option in the event some other person requests Lessor to Lease this area to him on the same terms.

B. Should Lessor terminate this lease under par. 5 of Exhibit 1 or upon request of Lessee prior to February 28, 1968, Lessee will pay to Lessor the sum of \$1,317.00 such amount being that spent by Lessor to Make building improvements desired by Lessee.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

CITY OF SAN ANTONIO, Lessor

ATTEST: J. H. Inselmann  
City Clerk

BY: \_\_\_\_\_  
Assistant City Manager  
Crest Conversions, Inc.

ATTEST: Mrs. Betty M. Jennings,  
Corp. Secretary

BY: /s/ John F. Jennings,  
President  
Rt. 13, Box 490 E  
Mailing Address

EXHIBIT NO. 1

LEASE NO. 130-5

STANDARD PROVISIONS AND COVENANTS

San Antonio International Airport Leases

(Lessee:

1. GROSS RECEIPTS CHARGESA. COMPUTATION:

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

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

B. DEFINITION:

The term "applicable gross receipts" as used herein shall mean the aggregate amount of all sales made and services performed for cash, or on credit or otherwise, of every kind and nature, regardless of when paid for, or whether paid for; together with the aggregate amount of all exchanges of goods, wares, merchandise and services for property or services, at the selling price or reasonable value thereof, whichever is greater; excluding only the gross receipts from the sale of aircraft, aircraft fuel, wholesale sales of aircraft parts, accessories and supplies, and sales of service and goods to the military agents of the United States. The selling price of any accessory, part or supply added to or service furnished to an aircraft sold by or held for sale by the Lessee shall be considered as part of applicable gross receipts.

C. RECORDS:

The Lessee shall keep true and accurate accounts, records, books and data which, among other things, shall show all sales made and services performed for cash, on credit or otherwise (without regard to whether payment therefor has been received or not); the gross receipts of said business; the aggregate amount of all sales, services and orders and of all the operator's business done upon, within or from the Airport. Lessee shall permit Lessor or its designated representatives to inspect such records at any reasonable time(s) for purposes of verification.

D. REPORTS:

The Lessee shall, on or before the 90th day after the end of each calendar year, submit to the City a Lessee's sworn statement, certified by a Certified Public Accountant, as determined by good accounting principles, showing the applicable gross receipts from the operations of the operator on, in and from the Airport for the preceding calendar year. This statement shall show such reasonable detail and breakdowns as may be required by the City. Such statements shall be accompanied by the operator's payment of amounts due hereunder. For purpose of verifying the applicable gross receipts for which payments are due hereunder, the City retains the right to appoint a Certified Public Accountant, for purposes of reviewing the records, accounts, books and date of the operator as required to confirm the applicable gross receipts as defined hereinabove, and the Lessee agrees to co-operate with said Certified Public Accountant for such purposes.

E. TERMINATION DATE:

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

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

B. Provided, however, that in the event the adjusted rental rate reaches an amount which is a variation of as much as 25% from the base rental rate the rentals to be paid under this lease may be the subject of renegotiation at the end of any calendar year at the option of either party. In such event, notice of the exercise of this option, if such be done, shall be

given in writing to the other party on or before the last day of that calendar year. During such renegotiation period the new adjusted rental rate shall apply. If renegotiation does not result in agreement on or before the 60th day after such notice was given, either party hereto may terminate this lease upon 30 days' written notice to the other.

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

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

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

### 3. USE(S) OF PREMISES:

A. Lessee shall have the right of 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 CONSTRUCTIONS:

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

#### B. MAINTENANCE:

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

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

#### C. PAYMENT OF TAXES, ETC. :

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

#### D. SIGNS

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

#### E. REGULATIONS:

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

#### F. PROHIBITION OF SUB-LEASES AND ASSIGNMENTS:

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

#### G. REMOVAL OF TRASH:

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

#### H. INDEMNITY:

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

#### I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

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

L. HOLDING OVER:

Should Lessee remain in possession of the leased premises without Lessor's consent after the terminal of this lease, Lessor shall be entitled to recover from Lessee, and Lessee hereby agrees to pay to Lessor, as liquidated damages for such holding over, a sum equal to three times the monthly rental provided for herein. Provided, however, that acceptance of such liquidated damages by Lessor in the event Lessee fails to refuse 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 a condition precedent to the expenditure

of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or substantially destroy the commercial value of such improvements, Lessor shall not be held liable therefor.

9. REPLACEMENT AFTER DAMAGE

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

10. GENERAL

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

Lessee hereby gives to the Lessor a lien upon all of 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 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 31079

APPROPRIATING THE SUM OF \$332,50 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND 803-04 PAYABLE TO THE CITY PUBLIC SERVICE BOARD FOR CERTAIN ELECTRICAL SERVICE AT THE INTERNATIONAL AIRPORT.

\* \* \* \* \*

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

1. The sum of \$332.50 is hereby appropriated out of International Airport Bond and Construction Fund No. 803-04 payable to the City Public Service Board for electrical service to transformer station and meter pole with service drop; located near future hanger locations west of intersection of taxiway A&B as staked and electrical service for transformer vault and future lighting for crash station at the International Airport.

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31080

APPROPRIATING THE SUM OF \$3,943.00 OUT OF INTERNATIONAL AIRPORT BOND AND CONSTRUCTION FUND 803-04 PAYABLE TO THE CITY WATER BOARD FOR CERTAIN WATER SERVICE AT THE INTERNATIONAL AIRPORT.

\* \* \* \* \*

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

1. The sum of \$3,943.00 is hereby appropriated out of International Airport Bond and Construction Fund No. 803-04 payable to the City Water Board for water service for future hangar and crash station, located near future hangars west of intersection of taxiway A&B as staked approximately 770 feet of 8 foot watermain at the International Airport.

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

## AN ORDINANCE 31081

EVIDENCING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND WILLIAM D. JONES, ARCHITECT, FOR PROFESSIONAL SERVICES IN CONNECTION WITH CONSTRUCTION OF A NEW GYMNASIUM IN LINCOLN PARK.

\* \* \* \* \*

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

1. This ordinance makes and manifests an agreement by and between the City of San Antonio, hereinafter called "City", and William D. Jones, Architect, hereinafter called "Architect", in words and figures as follows, to-wit:
2. The Architect will design, make and supply the City with necessary plans, working drawings, and specifications for the construction of a new gymnasium located in Lincoln Park. Under no circumstances shall any charges be made for work other than that included in the above mentioned project.
3. The Architect shall deliver to the Director of Parks and Recreation and the Director of Public Works of the City of San Antonio a complete set of reproducible prints of all specifications, maps, drawings, and data, as built.
4. The Architect shall give his personal attention to the performance of this contract and shall employ only competent and skillful assistants to aid him; and shall supply all necessary engineering supervision required for the construction, and shall provide inspection.
5. In consideration of the faithful performance of this contract, the completion and delivery of the plans and specifications and acceptance thereof by the City and the supervision of the contractor to the completion of the job, the City of San Antonio binds itself and obligates itself to pay the Architect a basic fee of six percent (6%) of the construction cost of the project as described in Paragraph 2 above. This cost is estimated to approximate \$90,000.00.
6. Partial payments of the fee shall be made as the work progresses and shall be in accordance with the percentage shown in Paragraph 5 of this contract. In consideration of the faithful performance of the contract, the completion and delivery of the necessary plans and specifications and their acceptance by the City and the supervision by the Architect of the contractor to the completion of the construction, the City agrees and is bound hereby and obligated to pay the Architect the specified compensation as follows, to-wit:
  - a. Upon the completion and acceptance of the preliminary plans, cost estimates and preliminary report, fifteen percent (15%) of the fee shall be paid upon an estimate approved by the Director of Public Works of the City of San Antonio.
  - b. Upon the completion and acceptance of the detailed plans and specifications, fifty percent (50%) of the fee shall be paid upon an estimate approved by the Director of Parks and Recreation and the Director of Public Works.
  - c. For the general supervision, thirty-five percent (35%) in partial payments made from time to time during the progress of the job made by the contractor and based on the estimates issued and payments made to the contractor. Payments will be made in monthly installments in proportion to the construction work completed and ten percent (10%) of the total fee due in the construction supervision phase will be retained and be paid within thirty (30) days after acceptance of the completed project. Estimates are to be approved by the Director of Parks and Recreation and Director of Public Works for the City of San Antonio.
7. General supervision shall include the necessary construction stakes for the contractor and regular, frequent and periodic visits of the Architect or his qualified representative to the job. It shall also include the checking and certification of estimates submitted by the contractor for payment. Should resident supervision be required, prior authorization from the City shall be obtained.
8. The Architect shall perform his duties to the satisfaction of the Director of Parks and Recreation, the Director of Public Works, the City Manager, and such representatives of the City Manager on the job as the City Manager may appoint.
9. Architect shall furnish City five (5) copies of the preliminary report, including preliminary layouts, sketches and cost estimates, including an estimate of time which will be required to complete the plans and specifications phase after approval of the preliminary phase by the Director of Parks and Recreation and the Director of Public Works.
10. The Architect shall furnish to the City all necessary copies of approved plans, specifications, notices to bidders, and proposals, in accordance with City's proposal forms. (All sets of Plans in excess of ten (10) are to be paid for separately unless otherwise agreed.)
11. Upon receipt of bids by the City for the construction, the Architect shall make the City a full and complete report on all bids received, together with his recommendation of the best bid.
12. The Architect shall complete the necessary City standard form of advertisement for bids.
13. Should any project or job, or part of any project or job, be abandoned before completion, or should the Architect be discharged as provided in Paragraph 14, he will submit certified payrolls showing actual payroll cost and other expenses on the project to date, and shall be reimbursed on the basis of the payroll cost multiplied by two as compensation for all expenses, overhead and profit. Should any project or any part of a project or job on which detailed plans and specifications have been made not be constructed, the Architect shall be paid as set forth in Paragraph 6, sub-paragraph "c" for the general supervision of this work. Any element that may have been omitted in the description of the work of the Architect but

which is fairly implied, shall be deemed to be included in this contract and shall be done by the Architect as if the same has been specifically stated without any additional charge to the City.

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

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

16. The foregoing instrument in writing constitutes the entire agreement herein, there being no other written no parole agreement with any officer or employee by the City, it being understood that the Charter of the City of San Antonio requires all contracts to be in writing and adopted by ordinance, otherwise to be null and void.

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31082

EVIDENCING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND ORLANDO VOLPE, ARCHITECT, FOR PROFESSIONAL SERVICES IN CONNECTION WITH REMODELING CONCESSION BUILDING IN BRACKENRIDGE PARK AND IN KOEHLER PARK.

\* \* \* \* \*

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

1. This ordinance makes and manifests an agreement by and between the City of San Antonio, hereinafter called "City", and Orlando Volpe, Architect, hereinafter called "Architect", in words and figures as follows, to-wit:
2. The Architect will design, make and supply the City with necessary plans, working drawings, and specifications for remodeling Concession Building in Brackenridge Park and Concession Building In Koehler Park. Under no circumstances shall any charges be made for work other than that included in the above mentioned project.
3. The Architect shall deliver to the Director of Parks and Recreation and the Director of Public Works of the City of San Antonio a complete set of reproducible prints of all specifications, maps, drawings, and data, as built.
4. The Architect shall give his personal attention to the performance of this contract and shall employ only competent and skillful assistants to aid him; and shall supply all necessary engineering supervision required for the construction, and shall provide inspection.
5. In consideration of the faithful performance of this contract, the completion and delivery of the plans and specifications and acceptance thereof by the City and the supervision of the contractor to the completion of the job, the City of San Antonio binds itself and obligates itself to pay the Architect a basic fee of eight percent (8%) of the construction cost of the project as described in Paragraph 2 above. This cost is estimated to approximate \$20,000.00.
6. Partial payments of the fee shall be made as the works progresses and shall be in accordance with the percentage shown in Paragraph 5 of this contract. In consideration of faithful performance of the contract, the completion and delivery of the necessary plans and specifications and their acceptance by the City and the Supervision by the Architect of the Contractor to the completion of the construction, the City agrees and is bound hereby and obligated to pay the Architect the Specified compensation as follows, to-wit:
  - a. Upon the completion and acceptance of the preliminary plans, cost estimates and preliminary report, fifteen percent (15%) of the fee shall be paid upon an estimate approved by the Director of Parks and Recreation and the Director of Public Works of the City of San Antonio.
  - b. Upon the completion and acceptance of the detailed plans and specifications, fifty percent (50%) of the fee shall be paid upon an estimate approved by the Director of Parks and Recreation and the Director of Public Works.
  - c. For the General supervision, thirty-five percent (35%) in Partial payments made from time to time during the progress of the actual construction in accord with the progress of the job made by the Contractor and based on the estimates issued and payments made to the Contractor. Payments will be made in monthly installments in proportion to the construction work completed and ten percent (10%) of the total fee due in the construction supervision phase will be retained and be paid within thirty (30) days after acceptance of the completed project. Estimates are to be approved by the Director of Parks and Recreation and the Director of Public Works for the City of San Antonio.

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

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

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

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

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

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

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

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

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

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

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31083

MANIFESTING AN AGREEMENT FOR EXTENSION OF AN OPTION TO LEASE AN AREA AT INTERNATIONAL AIRPORT BETWEEN THE CITY AND BUSINESS AIRCRAFT CORP.

\* \* \* \* \*

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

1. This ordinance manifests an agreement between the City and Business Aircraft Corp., a Texas private corporation, acting by and through its designated officers pursuant to a resolution of its Board of Directors, to extend the term for the option granted in Art. II, Par. 1, of the lease contract dated January 31, 1958, approved by Ordinance 30058, as amended, of a tract of land known as Plot "G", at San Antonio International Airport as described in said lease, said lease and option having been assigned by the original lessee, Howard Aero, Inc., to said Business Aircraft Corp, with the approval of the City as lessor, as follows:

- (a) The term during which said option of Lessee to lease said Plat "G" may be exercised is hereby extended to Jan. 31, 1966.
- (b) All other provisions of said lease, as amended, pertaining to such option shall remain in effect during the term of this extension.

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

AN ORDINANCE 31084

MANIFESTING AN AGREEMENT BETWEEN THE CITY AND ALAMO AVIATION, INC., FOR THE OPTION TO LEASE AN AREA AT INTERNATIONAL AIRPORT.

\* \* \* \* \*

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

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

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

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

ATTEST: J. H. Inselmann  
City Clerk

Walter C. Gunstream  
Mayor Pro-Tem

## AN ORDINANCE 31085

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

\* \* \* \* \*

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

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

(Case No. 1832)

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

Lot 1, Blk 2, NCB 11270

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

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

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

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

## AN ORDINANCE 31086

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

\* \* \* \* \*

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

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

(Case No. 1755)

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

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

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

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

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31087

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

\* \* \* \* \*

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

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

(Case No. 1758)

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

Lot 30, NCB 8733

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

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

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

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31088

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

\* \* \* \* \*

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

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

(Case No. 1800)

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

The North 63.9' of Lot 22, NCB 982

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

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

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

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 31089

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

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