

AN ORDINANCE 30,933

AUTHORIZING EXECUTION OF AN AGREEMENT CONTAINING AN EASEMENT BETWEEN THE CITY AND THE MISSOURI PACIFIC RAILROAD COMPANY FOR CERTAIN WORK TO BE PERFORMED ON CARRIER'S RIGHT OF WAY IN CONNECTION WITH STORM DRAINAGE PROJECT #39; ACCEPTING THE EASEMENT INCORPORATED IN SAID AGREEMENT AND APPROPRIATING THE SUM OF \$25.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BOND FUND #479-16 PAYABLE TO CARRIER IN CONNECTION THEREWITH.

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

- 1. The City Manager is authorized to execute an agreement containing an easement between the City of San Antonio and Missouri Pacific Railroad Company for the construction of culverts as set forth in said agreement across Carrier's right-of-way in connection with Storm Drainage Project #39 (Parcel 5504).
- 2. The easement described in the aforementioned agreement is hereby accepted. A copy of said agreement is attached hereto and incorporated herein by reference.
- 3. The sum of \$25.00 is hereby appropriated out of Highway 90 West Expressway Fund #479-16 payable to Missouri Pacific Railroad Company for said agreement.
- 4. PASSED AND APPROVED this 28th day of November, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,941

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 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. 1778 )

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

Lot 29, NCB 8084 from "B" Residence to "E" Office; and Lot 28, NCB 8084 from "B" Resident to "LL" Manufacturing 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 5th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,942

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

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

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

(CASE NO. 1745 )

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

Lot 22, Blk 3, NCB 11714

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 5th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,943

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

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

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

(CASE NO. 1752 )

The rezoning and reclassification of property listed below as follows:

Lot 1, NCB 13512 from "A" Residence District to "D" Apartment District;  
and Lot 2, NCB 13512 from "A" Residence District to "F" Local Retail District.

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

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

4. PASSED AND APPROVED this 5th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,944

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

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

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

(CASE NO. 1763 )

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

Lot 25, NCB 11862

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 5th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,945

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

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

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

(CASE NO. 1770)

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

Lot 4, Blk 7, NCB 1692

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 5th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,946

AUTHORIZING THE TRANSFER OF \$1,981.58 FROM 30-01-01 PUBLIC IMPROVEMENT UNALLOCATED TO SPECIAL PROJECTS ACCOUNT NO. 09-06-12 FOR THE PURCHASE OF CERTAIN WASTE RECEPTACLES FROM THE BEAUTIFY AMERICA AGENCY.

\* \* \* \* \*

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

1. THAT the Director Finance be authorized to purchase certain "Waste Receptacles" from Beautify America Agency for the City of San Antonio for the net amount of \$1,981.58.

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

3. The sum of \$1,981.58 is hereby authorized to be transferred from 30-01-01 Public Improvement Unallocated to Special Projects Account No. 09-06-12 for the purchase of 96 "Waste Receptacles", said sum made payable to the Beautify America Agency.'

4. PASSED AND APPROVED this 5th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,947

AMENDING PARAGRAPH 2, ORDINANCE NO. 30,917 THEREBY CHANGING THE DATE OF SALE OF PERSONAL PROPERTY HELD BY THE POLICE DEPARTMENT FROM DECEMBER 8, 1962 TO DECEMBER 15, 1962.

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

1. Paragraph 2, Ordinance No. 30917, passed and approved November 21, 1962, be and the same is hereby amended to read:

"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 December, 15, 1962, at 9:30 A.M. and continuing until all items have been disposed of."

2. PASSED AND APPROVED this 5th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

## A RESOLUTION

ADOPTING A POLICY FOR REFUNDING THE FIREMEN'S AND POLICEMEN'S PENSION FUND DEFICIT,  
AND CONDITIONING SUCH CONTRIBUTION ON CREATION OF AN ACTUARILY SOUND PLAN FOR FUTURE  
FIREMEN AND POLICEMEN.

\* \* \* \* \*

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

1. The City Council of the City of San Antonio hereby expresses its approval of the City's contributing an additional sum of \$30,000.00 per month to the Firemen's and Policemen's Pension Fund over and above all existing contributions, beginning August 1, 1963, and increasing said sum in the amount of \$5,000.00 per month for the fiscal year beginning August 1, 1964, and increasing said sum at the rate of \$5,000.00 per month for each fiscal year thereafter until a level of \$45,000.00 a month has been reached, and continuing the contribution at that level until said Fund has been placed on an actuarial sound basis.

2. The statement contained in Paragraph 1 above is conditioned on the prior amendment of Art. 6243f to add to the present law a provision for a Group II fund to include the all firemen and policemen joining the departments after the effective date of such amendment, such fund to be established and continued on a completely sound actuarial basis.

3. PASSED AND APPROVED this 5th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

## A RESOLUTION

URGING ALL CITIZENS TO OBSERVE A SAFE HOLIDAY SEASON

\* \* \* \* \*

WHEREAS, more Americans have been killed by automobile accidents than have been killed by all wars in which the United States has been engaged since its founding in 1776, and

WHEREAS, over one million persons are killed or injured in automobile accidents in the United States every year, and

WHEREAS, during the Christmas season last December there were five lives lost and hundreds were injured in accidents in San Antonio, and

WHEREAS, the great majority of all automobile accidents are due to improper driving and the holiday season presents extraordinary hazards of fire and accidents in our homes and all our activities, and

WHEREAS, the San Antonio Police and Fire Departments and other local safety agencies have established a high point of efficiency in fire and accident prevention and law enforcement, NOW, THEREFORE:

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

1. The City Council endorses and fully supports the effort led by the Texas Safety Association and the Greater San Antonio Safety Council to prevent accidents during the holiday season, as well as in the year to come.

2. The City Council urges all civic, religious, educational and business organizations and the individual citizens toward extra effort during the holiday season to drive carefully, observe all traffic laws and refrain from driving after drinking; and further urges special caution against fire and other dangers especially present in our homes at this time.

3. PASSED AND APPROVED this 5th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

## AN ORDINANCE 30,948

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH JOE W. CONRAD FOR THE GOLF DRIVING RANGE AND A PITCH AND PUTT NINE HOLE GOLF COURSE CONCESSION AT OLMOS BASIN FOR A FIVE YEAR PERIOD COMMENCING JANUARY 1, 1963 AND TERMINATING DECEMBER 31, 1967.

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

1. The high bid of Je W. Corad for the Golf Driving Range and a Pitch & Putt Nine Hole Golf Course Concession for a five year period commencing January 1, 1963 and terminating December 31, 1967 at Olmos Basin is hereby accepted. Said bid is attached hereto and made a part hereof.

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

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,949

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SIMMS FIRE EQUIPMENT COMPANY TO FURNISH THE CITY OF SAN ANTONIO FIRE DEPARTMENT WITH TWO FIRE PUMPERS WITHOUT CAB AND CHASSIS FOR A NET TOTAL OF \$21,239.00.

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

1. The attached low qualified bid of Simms Fire Equipment Company, dated December 5, 1962 to furnish the City of San Antonio Fire Department with two fire pumpers without cab and chassis for a net total of \$21,239.00 is hereby accepted.

2. Payment to be made from General Fund, Fire Department, Account No. 08-04-01, Code 5-16.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,950

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF INTERNATIONAL HARVESTER COMPANY TO FURNISH THE CITY OF SAN ANTONIO FIRE DEPARTMENT WITH TWO CAB & CHASSIS FOR A NET TOTAL OF \$9,432.96.

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

1. The attached low qualified bid of International Harvester Company, dated December 5, 1962 to furnish the City of San Antonio, Fire Department with two cab & chassis for fire pumpers for a net total of \$9,432.96 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Fire, Account No. 08-04-01, Code 5-16.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,951

AUTHORIZING THE ACQUISITION AND PURCHASE OF THIRTY GENERAL MOTORS CORPORATION, TRANSIT-TYPE, AIR-CONDITIONED MOTOR BUSES; AUTHORIZING THE BORROWING OF FUNDS NOT TO EXCEED \$600,000.00 FOR PART OF THE PURCHASE PRICE THEREOF AND THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$600,000.00 PAYABLE ONLY OUT OF THE RENEWAL AND REPLACEMENT FUND OF THE SAN ANTONIO TRANSIT SYSTEM, TO EVIDENCE SUCH LOAN; AUTHORIZING THE EXECUTION AND DELIVERY OF A CHATTEL MORTGAGE ON SAID THIRTY MOTOR BUSES SECURING SAID NOTE; DIRECTING THE TAKING OF SEALED COMPETITIVE BIDS FOR SAID LOAN AND FIXING THE DATE FOR THE LETTING OF SAID BIDS; AND DECLARING AN EMERGENCY.

WHEREAS, it has become necessary for the City of San Antonio to extend and improve its transit system in order to render and provide safe, comfortable, efficient, and adequate transportation and service and to keep the system in operation by purchasing thirty motor buses to replace certain obsolete equipment, and it is desired to pay part of the cost thereof in cash and the balance of the cost by borrowing funds and, to evidence such loan, executing and delivering promissory note or notes the principal and interest of which are to be payable only out of the renewal and replacement fund of the transit system, which is a revenue fund described in Sections 401, 402, and 406 of the Trust Indenture dated as of March 1, 1959, between the City of San Antonio and National Bank of Commerce of San Antonio, Trustee, and to secure said note or notes by chattel mortgage or mortgages on said motor buses; and,

WHEREAS, notices that sealed competitive bids for the furnishing of thirty air-conditioned, 45-passenger, transit-type buses in accordance with plans and specifications available to bidders in the office of the General Manager of the Transit Board of Trustees would be received in such office prior to 2:30 P.M. on November 9, 1962, and opened at such time and place, were published in the Commercial Recorder on October 25 and 26, 1962, and November 1 and 2, 1962; and sealed competitive bids for such buses, in accordance with specifications prepared by the Transit Board of Trustees, were received by said Board prior to 2:30 P.M., November 9, 1962 and were

opened at that time and date; and General Motors Corporation tendered the lowest responsible and acceptable bid ofr such buses in the amount of \$872,383.80 (plus modifications or extras subsequently ordered by the Transit Board of Trustees), the part of said amount attributing to each bus being payable thirty days after delivery of such bus; and the Transit Board of Trustees has by relolution accepted such bid, subject to authorization by ordinance of the City Council; and,

WHEREAS, on November 21, 1962, the City Council of the City of San Antonio duly adopted an ordinance entitled "AN ORDINANCE directing the giving of notice of the intention of the Council of the City of San Antonio to authorize the purchase by the Transit Board of Trustees of San Antonio of thirty motor buses for the transit system of said City, the borrowing of funds with which to pay part of the purchase price thereof, and the execution and delivery of promissory notes to evidence such loan, said notes being secured by chattel mortgages on said buses; and to set December 28, 1962, as the date for opening sealed bids such loan; ratifying notices for bids in connection with said buses; and declaring an emergency," and pursuant to said ordinances there was duly published in the Commercial Recorder, a daily newspaper published in the Commercial Recorder, a daily newspaper published and giving general circulation in the City of San Antonio, in at least two issues of said newspaper, on November 23, 1962, and on November 30, 1962, the first such publication having not been less than fourteen days prior to this day, a notice of intention of the City Council of the City of San Antonio at a meeting to be held at 8:30 o'clock A.M. on December 12, 1962, to pass such ordinance and take such action as might be deemed necessary to authorize the purchase of thirty motor buses from General Motors Corporation, the borrowing of funds not to exceed \$600,000.00 FOR PART of the purchase price thereof, and for the execution and delivery of a promissory note in an aggregate principal amount not to exceed \$600,000.00 to evidence such loan, directing the taking of sealed competitive bids for such loan and fixing December 28, 1962, as a date for the letting of said bids; and,

WHEREAS, morethan fourteen days have expired since the date of the firs t said publication and no petition has been filed with the City Secretary signed by at least ten per cent of the qualified voters of the City who have duly renedered their property for taxation, requesting that an election be held on the question of issuance of said notes; and,

WHEREAS, it is deemed necessary and essential to the welfare of the inhabitants of the City that said thirty motor vehicles be acquired and purchased for an amount not to exceed \$900,000.00 that funds not be exceed \$600,000.00 for part ofthe purchase price thereof be borrowed by the City of San Antonio by and through the Transit Board of Trustees of San Antonio, and that, to evidence such loan, promissory note or notes secured by chattel mortgage or mortgages on such buses in an amount not to exceed \$600,000.00 be executed and delivered said note or notes to bear interest not to exceed six per cent (6%) per annum; said principal and interest to be payable only outof said renewal and replacement fund, a revenue fund of said Transit Board of Trustees of San Antonio;

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

1. That, for the purpose of extending and improving to transit system of the City of San Antonio, and in accordance with the constitution and laws of the State of Texas and the provisions of the Trust Indenture dated as of March 1, 1959, between the City of San Antonio and the National Bank of Commerce of San Antonio shall be authorized to acquire and purchase thirty buses, General Motors Corporation, 45-passenger, transit-type, air-conditioned motor buses for a price not to exceed \$900,000.00 to borrow funds not to exceed \$600,000.00 for part of purchase price, and, to evidence such loan, to execute and deliver promissory note or notes in an aggregate principal amount not to exceed \$600,000.00 bearing interest at such rates as may be specified in an ordinance supplemental hereto which is to be passed prior to the delivery of said notes to the payee or payees thereof, the principal and interest under said note or notes to be payable monthly commencing in January, 1964.
2. That said note or notes shall be payable as to both principla nad interest solely from the renewal and replacement fund of the Transit System of San Antonio, which is a revenue fund described in Sections 401, 402 and 406 of said Trust Indenture, and the holder or holders of said note or notes shall never have the right to demand payment of said obligation or obligations or of the interest thereon from any fund raised or to be raised by taxation.
3. That, as deemed appropriate by the Transit Board of Trustees of San Antonio, there shall be one or more of said promissory notes in an amount of amounts to be determined by said Transit Board of Trustees but in no event to exceed in aggregate principal amount \$600,000.00 and said note or notes shall bear date or dates within ninety days after June, 1963, and each said note shall be payable as to both principal and interest in lawful money of United States of America at San Antonio, Texas, in montly installments which will beome due over apperiod not to exceed two years from date of issuance, the City to reserve full right of prepayment without penalty.
4. That, for the purpose of securing the payment of principal and interest due under said promissory note or notes herein authorized, the Tranist Board of Trustees of San LAntonio shall be authorized to deliver and execute chattel mortgage or mortgages upon said thirty motor buses, containing the usual provisions and granting to the Mortgagee therein the right of public sale or court sale upon default of the promissory note or notes which said mortgage or mortgages secure.
5. That said promissory note or notes and chattel mortgage or mortgages shall be signed and executed by the Chariman or Vice- President of the Transit Board of Trustees of San Antonio, and attested by the Secretary or Assistant Secretary of sand Board and shall be in substantially the following form:

\$ \_\_\_\_\_ San Antonio, Texas \_\_\_\_\_, 1963

PROMISSORY NOTE AND CHATTEL MORTGAGE

For value received, the City of San Antonio, Texas, a municipal corporation, acting by and through the Tranist Board of Trustees of San Antonio, (hereinafter called City), promises to pay to the order of \_\_\_\_\_ (herinafter called Mortgagee) in the City of San Antonio, Texas, Bexar County, Texas, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in legal and lawful money of the United States of america with interest thereon from date hereofuntil paid at the rate of \_\_\_\_\_ per cent (\_\_\_\_%) per annum, said principal and interest hereofto bepayable only out of the renewal and replacement fund of the San Antonio Transit Syste, which is described in Sections 401, 402 and 406 of the Trust Inden-

ture dated as of March 1, 1959, by and between the City of San Antonio and National Bank of Commerce of San Antonio, Trustee. The holder hereof shall never have the right to demand payment of this obligation or of the interest hereon from any funds raised or to be raised by taxation.

The principal and interest of this note are due and payable in monthly installments of Forty-Four Thousand Dollars (\$44,000.00) each, including principal and interest, commencing on the day of January, 1964, and a like installment on the \_\_\_\_\_ day of each successive month thereafter, with the balance of principal and interest, if not sooner paid, due on the day of \_\_\_\_\_, 196\_\_\_\_. Each installment shall be applied first to the payment of the interest then accrued and due on the unpaid principal amount and the remainder of each installment shall be applied to the reduction of the unpaid principal.

City reserves the right to make, without penalty, prepayments of principal and/or interest at any time or times and in any amount or amounts.

For the same consideration and for the purposes of securing the hereinabove promissory note, City has bargained, sold and conveyed, and by these presents bargains, sells and conveys unto Mortgagee the following described motor vehicles, together with new or substituted parts, accessories, equipment and appurtenances that may now be on or hereafter added or placed thereon by City prior to the full payment of the indebtedness secured hereby, to be located and situated in the City of San Antonio, Bexar County, Texas, its suburbs and adjacent areas, to-wit: Thirty (30) General Motors Corporation Model TDH -4519 45-passenger, transit, air-conditioned motor buses bearing the following manufacturer's serial numbers: \_\_\_\_\_

To have and to hold said motor vehicles unto Mortgagee, its successors and assigns forever, and City does hereby bind itself, its successors and assigns to warrant and forever defend the title to said property and every part thereof unto Mortgagee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof. The foregoing conveyance, however, is intended as a mortgage to secure the payment of both the principal and interest of the indebtedness of City, to Mortgagee evidenced by the hereinabove promissory note, and upon payment of said indebtedness, this mortgage shall be void and of no effect.

This mortgage is given and received upon the following conditions, agreements and covenants which shall be binding upon and inure to the benefit of City, its successors and assigns, and Mortgagee, its successors and assigns:

1. The mortgage lien hereby created shall extend to any renewals or extension of the indebtedness hereby secured, however said renewals or extensions may be evidenced, and this line shall continue to be in force until all of the liabilities and indebtedness above referred to, and each and every extension and renewal thereof shall have been fully paid.

2. If City without the consent of Mortgagee should surrender possession of any of said property, or sell any part thereof, or if City not be full owner of said property, or this not be a first lien on said property, or if they make default in the payment of said indebtedness, or any part or installment thereof, either principal or interest, as the same shall become due and payable or if the property be taken into the custody of any government official, for any purpose or any receiver, trustee in bankruptcy or assignee for the benefit of creditors, or if the City should violate any of the other conditions of this mortgage, then, in any of such events City shall be deemed to have committed a default, and if Mortgagee shall give City notice in writing by registered mail specifying such Default, and if City does not cure said default within thirty (30) days after receipt of such notice, Mortgagee may, at its option, declare all of said indebtedness to be immediately due and payable and shall thereafter have the following rights: Mortgagee may take immediate possession of any or all of said property and sell the same at public sale to the highest bidder, in any county or place selected by Mortgagee, first giving thirty (3) days notice of the time, place and terms of such public sale by posting written or printed notices of said sale at two public places in said County selected for such sale (one of which shall be posted at the Courthouse door of said County and one at the place of sale), and by mailing by registered mail written notice of said sale to City at least thirty (30) days prior to such sale, such sale to be for cash or credit, or for part cash and part credit, as the Mortgagee may elect; at any of which sales it shall not be necessary to have actual possession of said property or to have it present when such sale is made, and Mortgagee thus selling said property shall deliver to purchaser thereof a bill of sale therefor binding City its successors and assigns, forever, or may sell the same in the manner prescribed by law for sales of personal property under the execution at prescribed by law for sales of personal property under execution at the time of said sale; or Mortgagee may, if it elects, enforce its lien by suit in the Court of proper jurisdiction. The right to sell under the terms hereunder shall also be cumulative with said suit and one method shall not bar the other, but both may be exercised at the same or different times, nor shall one be a defense to the other. Mortgagee may become the purchaser of said property at any of said sales. The proceeds of such sale shall be applied as follows:

First, to the payment of all reasonable expenses incurred by the Mortgagee incident to seizure and sale;

Second, to the payment of the entire amount then owing on the indebtedness hereby secured, including principal, interest and attorney's fees;

Third, any surplus after the payments as above set out shall be paid over to City, or order.

3. In the event said indebtedness, or any part thereof, is placed in the hands of an attorney for collection, or if collected by suit through any court, including the Bankruptcy Court, reasonable attorney's fees not to exceed ten per cent (10%) of the amount of the principal and interest of the indebtedness remaining unpaid shall be added to said indebtedness for the cost of collection.

4. Upon payment in full of the indebtednesses secured by this instrument Mortgagee shall execute such instruments as are requested by City to evidence such payment and the cancellation and release of all liens and rights granted to Mortgagee herein.

EXECUTED at San Antonio, Bexar County, Texas, this 12th day of December, 1962.

CITY OF SAN ANTONIO Acting by and Through  
TRANSIT BOARD OF TRUSTEES OF SAN ANTONIO

By \_\_\_\_\_  
Transit Board of Trustees of San Antonio

ATTEST:

Secretary Transit Board of Trustees of San Antonio

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, in this day personally appeared of the Transit Board of Trustees of San Antonio, known to me to be the perosn whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER my hand and seal of office, this 12th day of DECEMBER, 1962.

Notary Public, Bexar County, Texas.

6. That the Transit Board of Trustees of San Antonio, shall have full authority to sign and execute said promissory note or notes and chattel mortgage or mortgages in such final forms as, in the discretion of said Board, shall be necessary and appropriate and not inconsistent with the general plan of financing said purchase set forth in this ordinance and shall have authority to execute such other instruments and do such other acts as are usual, necessary and appropriate to effectuate said purchase and financing thereof; and

7. That sealed competitive bids for the making of said loan, to be evidenced by said note or notes at an interest rate which shall not exceed six per cent per annum, shall, prior to 2:30 P.M., December 28, 1962, be delivered by bidders to the office of the General Manager of the Transit Board of Trustees, Fourth Floor, Tower life Building, San Antonio Texas and said bids shall be opened at 2:30 P.M. on December 28, 1962; and between the date of this Ordinance and December 28, 1962, the General Manager of said Board shall continue to make available to prospective bidders at said offices pertinent information about the acquisition and purchase of said buses and said promissory note or notes and chattel mortgage or mortgages.

8. That all said notices heretofore given in connection with the taking of bids for the furnishing of said buses and the acceptance of said bid of General Motors Corporation to furnish said buses for \$872,383.80, plus modifications or extras subsequently ordered by the Transit Board of Trustees, the total purchase price of said buses not to exceed \$900,000.00 be approved and ratified.

9. That by reason of the necessity for the acquisition and purchase of said buses and financing thereof, which are urgently needed extensions and improvements to its transit system an emergency is hereby declared to exist making it necessary for the preservation of the public peace, property, health and safety that this ordinance becomes effective immediately upon its enactment, and it is so enacted.

ADOPTED AND APPROVED December 12th, 1962.

W.W. McAllister
MAYOR

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,952

AUTHORIZING EXECUTION OF TWO PIPE LINE LICENSE AGREEMENTS FOR CITY WATER BOARD FOR LINES CROSSING MISSOURI PACIFIC RAILROAD TRACKS AT LOMBRANO STREET AND CULEBRA AVENUE.

\*\*\*\*\*

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

1. The Mayor is authorized to execute two pipe line license agreements for City Water Board lines under Missouri Pacific Railroad tracks in N. San Marcos Street, at Lombrano Street and at Culebra Avenue, in the City of San Antonio. A copy of each such agreements is attached hereto and incorporated herein.

2. The fees demanded by the Missouri Pacific Railraod Company are to be paid by City Water Board from its funds.

3. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister
MAYOR

ATTEST: J.H. INSELMANN
City Clerk

AN ORDINANCE 30,953

APPROPRIATING THE SUM OF \$8,036.30 OUT OF STORM DRAINAGE BOND FUND NO. 479-13 AND AUTHORIZING THE TRANSFER OF THIS SUM TO SEWER REVENUE FUND 204.

\*\*\*\*\*

WHEREAS, the San Antonio River Authority's share in the scost of the Alazan-Apache Creek Sewer Relocation amounted to the sum of \$113,854.67; and

WHEREAS, a chec, was received from the San Antonio River authority in the amount of \$105,818.37 in payment of the aforementioned sum, the difference of \$8,036.30 being the amount owed by the City for its share of the Mission Road Bridge Project; and

WHEREAS, the sum of \$8,036.30 should be charged against the storm Drainage Bond No. 479-13 and not against Sewer Revenue Fund 204; NOW THEREFORE:

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

1. The sum of \$8,036.30 is hereby appropriated out of Storm Drainage Bond Fund No. 479-13, 1957 series and transfer of this sum to Sewer Revenue Fund 204 is hereby authorized.

2. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,954

ACCEPTING THE LOW BID OF McKENZIE CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF SANITARY SEWER PROJECT S-7, JOSEPHINE AREA RELIEF MAIN: AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR: APPROPRIATING THE SUM OF \$56,241.62 PAYABLE TO McKENZIE CONSTRUCTION COMPANY; THE SUM OF \$3,224.16 PAYABLE TO V.L. BEAVERS, ENGINEERS (WILLIAMS-STACKHOUSE AND ASSOCIATES, ASSIGNEE); THE SUM OF \$2,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT: THE SUM OF \$500.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT, ALL SUMS OUT OF SANITARY SEWER IMPROVEMENT BOND 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 \$56,241.62 for the construction of Sanitary Sewer Project S-7, Josephine Area Relief Main 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 Bond Fund No. 479-14:

- a. \$56,241.62 payable to McKenzie Construction Co.
- b. \$3,224.16 payable to V.L. Beavers, Engineers (Williams - Stackhouse & Associates, Assignee)
- c. \$2,000.00 as a Construction Contingency Account.
- d. \$500.00 as a miscellaneous expenses contingency account.

5. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,955

APPROPRIATING THE SUM OF \$86,130.50 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U.S. 90 WEST PROJECT, STORM DRAINAGE #58 PROJECT, LOOP 410, 16-7-35 PROJECT, MILITARY DRIVE S. (LOOP 13) SECTION B PROJECT, STORM DRAINAGE #43 PROJECT, AND ACCEPTING TWO LICENSE AGREEMENTS AND THREE DEDICATIONS FOR STORM DRAINAGE #55 PROJECT AND MISCELLANEOUS EASEMENTS.

\* \* \* \* \*

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

1. The sum of \$71,445.50 is hereby appropriated out of Highway 90 West Expressway Bonds 1961, #479p16 for acquisition of right of way as follows:

a. \$7,720.00 payable to Stewart Title company as escrow agent for Manuel L. Garza for title to 0.0143 of an acre of land, more or less, same being out of and a part of Lot 8, Block 2, NEW City Block 10476, being Parcel 105-4405.

b. \$680.00 payable to Stewart Title Company as escrow agent for Manuel L. Garza for title to all of Lot 8, Block 2, New City Block 10476, MARINA VILLAGE, located within the limits of the City of San Antonio, Bexar County, Texas, SAVE AND EXCEPT that portion of said lot conveyed to the State of Texas by deed of even date herewith, being Parcel 105A-4405A.

c. \$6,571.00 payable to Stewart Title Company as escrow agent for Robert D. Maddox for title to L9t 87, New City Block 6724, being Parcel 150-4450.

d. \$6,442.50 payable to Stewart Title Company as escrow agent for Raul V. Sanchez and Maria C. Sanchez for title to Lot 89, New City Block 6724, being Parcel 150-4450.

e. \$14,540.00 payable to Stewart Title Company as escrow agent for Frank Bianchi

of title to 0.0682 of an acre of land, more or less, same being out of and a part of Lots 4, and 5, New City Block 3484 and 0.0647 of an acre of land, more or less, same being out of and a part of Lots 6 and 7, New City Block 8593, being Parcels 354-4654 & 355-4655.

f. \$2,500.00 payable to Stewart Title Company as escrow agent for Jesus Vasquez and Modesta Vasquez for title to Lot 9, Block 1, New City Block 8593, being Parcel 378-4678.

g. \$28,422.00 payable to Stewart Title Company as escrow agent for Gus B. Preissman and Benjamin R. Carter for title to Parcels 417-4317 thru 425-4725; Lots 15, 16, 17, 18, 19, 20, 21, 22 and 23, Block 29, New City Block 11360, Parcels 428-4728 thru 436-4736; Lots 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 24, New City Block 11357, Parcels 438-4738 thru 447-4747; Lots 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Block 20, New City Block 11353, Parcels 448-4748 and 449-4749; Lots 1 and 24, Block 21, New City Block 11354, Parcels 450-4750 and 451 - 4751; Lots 1 and 24, Block 14, New City Block 11349, Parcels 452-4752 thru 461-4761; Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, Block 15, New City Block 11350, Parcels 462-4762 thru 471-4771; Lots 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Block 10, New City Block 11345, Parcels 472-4772 and 473-4773; Lots 1 and 24, Block 11, New City Block 11346.

h. \$4,570.00 payable to Stewart Title Company as escrow agent for Heriberto Cuellar and Juanita R. Cuellar for title to 0.0472 of an acre of land, more or less, in New City Block 8075, being Parcel 608-4908.

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, except that the Warranty Deed on Parcel #105A-4405A, which will be in the name of the City of San Antonio.

2. The sum of \$5,425.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for acquisition of right of way for Storm Drainage #58 as follows:

a. \$2,100.00 payable to Guaranty Abstract & Title Co. as escrow agent for Teodoro Salazar and Alicia Salazar for title to Lots 11 and 12, Block 6, New City Block 8263, being Parcels 5346 & 5347.

b. \$750.00 payable to Guaranty Abstract & Title Co. as escrow agent for Clarence Jackson for title to Lots 15 and 16, Block 6, New City Block 8263, being Parcels 5350 & 5351.

c. \$1,825.00 payable to Guaranty Abstract & Title Co. as escrow agent for Maria A. Estrada, feme sole and Francisca A. Estrada, a widow for title to Lot 30, Block 1, New City Block 8264, being Parcel 5381.

d. \$750.00 payable to Guaranty Abstract & Title Co. as escrow agent for Joseph Decker, et al for title to all of Lots 18 & 19, Block 4, New City Block 8261, being Parcels 5453 & 5454.

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

3. The sum of \$2,260.00 is hereby appropriated out of Street Right of Way Purchase Bonds #479-12, for acquisition of right of way for Loop 410, 16-7-35 payable to Stewart Title Company as escrow agent for Missouri Kansas-Texas R.R. Co. for title to 0.226 of an acre of land, more or less, in New City Block 12258, being Parcel 36A-4165. A copy of said Purchase Contract is filed herewith and incorporated herein by reference.

4. The sum of \$6,000.00 is hereby appropriated out of Street Right of Way Purchase Bonds, 1957, #479-12 for acquisition of right of way for Military Drive, S. (loop 13) Section B, payable to Alamo Title Company as escrow agent for Lorene Rossman and Melving L. Rossman for title to part of New City Block 7676, being Parcel 4275, a copy of said sales agreement is filed herewith and incorporated herein by reference.

5. The sum of \$1,000.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for Storm Drainage #43 payable to Guardian Abstract & Title Company as escrow agent for Mamie Gonzales for easement over a Tract of land out of Lot 41, Block 3, New City Block 3457, being herewith and incorporated herein by reference.

6. Two License Agreement and One Dedication for an easement for Storm Drainage #55, are hereby accepted from the following persons:

a. A License Agreement (for filing and grading) from Dederal Lumber Company for all of Lot 8, Block 1, New City Block 7626, being Parcel 5534. A copy of said License Agreement is filed herewith and incorporated herein by reference.

b. A License Agreement (for filing and grading) from Ruth Bendele for all of Lot 17, Block 7, New City Block 7609, being Parcel 5536. A copy of said License Agreement is filed herewith and incorporated herein by reference.

c. A dedication from G.S. McCreless and S.E. McCreless for easement over an irregular portion out of Lot A-40, New City Block A-29, being Parcel 5549. A copy of said easement dedication is filed herewith and incorporated herein by reference.

7. A dedication by E.J. Burke, Jr. for an easement over a sixteen (16) ft. wide siphon easement across Tract 1, Block 2, New City Block 13486, is hereby accepted. A copy of the instrument dedicating said easement is filed herewith and incorporated herein by reference.

8. A dedication by Science City Development Corporation for a 16.0 foot side utility easement running from Culebra Road to Pettus Avenue is hereby accepted. A copy of the instrument dedicating said easement is filed herewith and incorporated herein by reference.

9. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
MAYOR

ATTEST: J.H. INSELMANN - City Clerk

AN ORDINANCE 30,956

CLOSING A PORTION OF NORTH-SOUTH ALLEY BETWEEN LOTS 1 & 19, BLOCK 23, NCB 10085, AND AUTHORIZING EXECUTION OF A QUITCLAIM OF SUCH AREA TO A.L. TREIBER, ET UX, FOR A CONSIDERATION OF \$140.00.

\* \* \* \* \*

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

1. A portion of North-South Alley Between Lots 1 and 19, Block 23, NCB 10085, is hereby closed and abandoned.

2. The City Manager is authorized to execute a Quitclaim of the aforementioned area to Alfred L. Treiber and Wife Ollie B. Treiber in consideration of the payment to the City of the Sum of \$140.00. A copy of said instrument is attached hereto and incorporated herein for all purposes.

Said Quitclaim shall not be delivered until proper replatting of the property has been approved by the Planning Commission.

3. The actions hereby taken and authorized are done subject to a 5x25 foot telephone line easement which easement will be handled in the replatting of subject property.

4. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,957

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM TO KENNETH L. BROWNE TO CERTAIN AREAS PREVIOUSLY VACATED DUE TO RE-PLATTING.

\* \* \* \* \*

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

1. For and in consideration of the dedication to the City by Kenneth L. Browne of certain rights of ways the City Manager is hereby authorized to execute a quitclaim to Kenneth L. Browne for that portion of Santa Paula Avenue and certain alleys in NCB 9716, 9715 and 9714 that were previously closed and vacated by resubdivision plats, of November, 1956. Areas being quitclaimed are more particularly described in the attached quitclaim.

2. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,958

*Revised Ord 32191  
March 26, 1964*

ACCEPTING THE HIGH BID FOR THE LEASE ON THE PARKING LOT LOCATED AT 510 W. MARKET STREET, PLUS ALL VACANT LAND LYING SOUTH OF DOLOROSA STREET, BETWEEN THE REAR OF THE OLD CORPORATION COURT BUILDING (CITY JAIL) AND THE SAN ANTONIO RIVER INCLUDING THE TWO-CAR CORRUGATED METAL SHED AND MANIFESTING A LEASE TO PARKING, INC., A TEXAS CORPORATION FOR MONTHLY RENTAL OF \$211.00.

\* \* \* \* \*

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

1. The high bid submitted by Parking, Inc., a Texas Corporation, of \$211.00 per month on a month-to-month tenancy, on Lot A6, NCB 146 at 510 W. Market Street, plus all vacant land lying South of Dolorosa Street Between the rear of the old Corporation Court Building (City Jail) and the San Antonio River including the two-car corrugated metal shed in San Antonio, Bexar County, Texas, is hereby accepted.

2. This ordinance makes and manifests the Lease Contract between the City of San Antonio, hereinafter called "Lessor", and Parking, Inc., a Texas Corporation, hereinafter called "Lessee" under the following terms and conditions:

a. Lessor hereby leases to Lessee that property described in Paragraph 1 above, at a rental of \$211.00 per month.

b. The term of this Lease is a month-to-month tenancy commencing January 1, 1963 and shall terminate upon 30-days' written notice by either party.

c. Monthly rental shall be paid in advance each month at the office of the Director of Finance, City Hall, San Antonio, Texas.

d. Lessee agrees to carry liability insurance with an insurance company satisfactory to Lessor; Such policy shall name Lessor as co-insured and shall insure against personal injury in the amount of \$50,000.00 per person and \$100,000 per accident, and shall further insure against property damage in the amount of \$10,000. Lessee shall deliver the policy or certificate of insurance to Lessor at the Office of the Director of Finance within 10 days after the date of

execution of this Lease Agreement.

e. Lessee agrees to indemnify and hold harmless the City of San Antonio for any damages caused or incurred in the operation of this Lease on the premises hereinabove described in Paragraph 1.

f. All pertinent rules, regulations and ordinances of the City of San Antonio shall be complied with by the Lessee in the operation of this Lease.

g. Lessee agrees he will not make any alteration or addition to the premises without the first obtaining the written consent of the City Manager of the City of San Antonio.

h. Lessee covenant and agree that at the termination of the Lease, it will surrender the premises without further notice than as herein provided, in as good condition as when the same was entered into by Lessee, reasonable wear and tear expected. In case of any holding over, of the premises, or any part thereof, after the termination of the lease entered into herein, said Lessee shall be a tenant at sufferance and will pay triple rentals per each month, or part thereof, of holdover.

i. Lessee shall not sell, assign, or sublease this Lease without the written consent of the City Manager.

j. Should Lessee at any time be in default in payment of any monies provided by this contract to be paid by it or in default in any other obligation or agreement on its part herein contained and shall fail to cure and remedy such default within ten (10) days after written notice by the City to him of the violation, the City may, at its option, at the expiration of such ten (1) days cancel this agreement, and all of Lessee's rights hereunder shall thereupon cease and be no further in force or effect. Any written notice required or provided by the terms of this agreement to be given Lessee, shall be sufficient if it be by registered mail, addressed to Lessee, shall be sufficient at his mailing address in San Antonio, Texas, listed below, and shall be presumed to have been received upon the next business day following the day of its deposit to the mail. Nothing herein contained however, shall prevent the giving of actual notice in any other lawful manner. Notice to the Lessor will be by registered mail to the City Manager.

k. This instrument in writing constitutes the entire Agreement, there being no other written or parole agreement with any office or employee of the City; it being understood that the Charter of the City of San Antonio requires all of the contracts of the City to be in writing and adopted by ordinance.

3. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

4. The Lease contained herein is in all things ACCEPTED this 12th day of December, 1962.

PARKING, INC.

BY: Ernest McAshan

AN ORDINANCE 30,959

PROVIDING FOR THE SALE AND CONVEYANCE OF CERTAIN PROPERTY IN BEXAR COUNTY TEXAS.

\* \* \* \* \*

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

1. That the City Public Service Board of San Antonio, acting under the provisions of the Trust Indenture dated February 1, 1951 and Supplements thereto, securing City of San Antonio Electric and Gas System Bonds, acting therein by a majority of the members of the Board of Trustees of City Public Service Board of San Antonio, who having made the certificate necessary for the release of the hereinafter described property from the lien and operation of said Trust Indenture and Supplements thereto and having found that the hereinafter described property is not necessary or useful in the proper and economical operation of the electric and gas system, has determined that the said property should be sold and conveyed to the County of Bexar for use as county roads and for the consideration hereinafter stated.

2. That the City of San Antonio sell and convey by deed unto the County of Bexar, for use as a county road, for a cash consideration of \$933.50, the following described lands in Bexar County, Texas, and more particularly described as follows:

TRACT NO. 1: A tract of land containing 0.008 acres in the Juan Montez Survey No. 6, Abstract No. 11 out of a 10-acre tract of land conveyed by William Lange to Charles J. Ormond by deed dated December 23, 1939, recorded in Volume 1753, page 405 of the Deed Records of Bexar County Texas, said 0.908 acres being described as a 60-foot wide strip in deed from Edward R. Byrd to the City of San Antonio as appart of its electric and gas system dated December 21, 1960, and recorded in Volume 4541, pages 123-126 of the Deed Records of Bexar County Texas, said tract being described by metes and bounds as follows:

BEGINNING at an iron pin set in the Northwest line of the Southton Road and 363.19 feet of the Southeast Corner of the Charles J. Ormond 10-acre tract;

THENCE North 63 Degrees 51 Minutes 37 Seconds West a distance of 659.78 feet of a iron pin set for the Southwest corner of this 0.908 acre tract and the Northwest corner of a 5.428 acre tract;

THENCE North 27 Degrees 12 Minutes 01 Seconds East with line of fence and the common boundary line between the C.J. Ormond 10-acre tract and the Daniel A. Robertson 200-acre tract, a distance of 60.01 feet to an iron pin set for the Northwest corner of this 0.908 acre tract;

THENCE South 63 Degrees 51 Minutes 36 Seconds East a distance of 658.59 feet to an iron pin set in the Northwest line of the Southton Road;

THENCE South 26 Degrees 03 Minutes 46 Seconds West with line of fence and the Northwest line of the Southton Road, a distance of 60.00 feet to the place of beginning, all according to field notes prepared by Malcolm A. Collins, Registered Professional Engineer, dated October 24, 1960, and being the same property conveyed by Doris E. Ormond, a widow, to Edward R. Byrd, by deed dated November 22, 1960, and recorded in Volume 4529, pages 430-432, Deed Records, Bexar County, Texas.

TRACT NO. 2: A tract of land containing 0.910 acres of land out of the Juan Montez Grant in County Block 4007, Bexar County, Texas and being the same property conveyed to the City of San Antonio as a part of its electric and gas system by Edward R. Byrd by deed dated November 14, 1960, recorded in Volume 4541, page 120, of the Deed Records of Bexar County, Texas, same being described by metes and bounds as follows:

BEGINNING at the Northwest corner of a tract of land containing 78.74 acres of land described in deed containing Jeff S. Ellison and Holly Ellison to Sam Ware, dated October 13, 1906, recorded in Volume 258, page 510, of the Deed Records of Bexar County, Texas;

THENCE in an easterly direction along the fence line dividing the said Sam Ware tract of land from a tract of land known as the Petronilla Montes tract which lies to the North of the said Ware tract as follows:

SOUTH 63 Degrees 31 Minutes 51 Seconds East 141.69 feet to an iron pin;

THENCE South 52 Degrees 31 Minutes 51 Seconds East 518.54 feet to an iron pin for the Northeast corner of this tract which is the Northeast corner of the Ware tract;

THENCE along the East boundary line of said Sam Ware tract of land and the West Boundary line of the P.M. Atwell tract South 22 Degrees 56 Minutes 39 Seconds West 61.98 feet, an iron pin:

THENCE North 52 Degrees 31 Minutes 51 Seconds West 528.31 feet to an iron pin;

THENCE North 63 Degrees 31 Minutes 51 Seconds West 133.21 feet to an iron pin set in the West line of said Sam Ware tract;

THENCE North 23 Degrees 50 Minutes 39 Seconds East 60.05 feet to the place of beginning, and containing 0.910 acres of land;

TRACT NO. 3: A tract of land containing 0.908 acres of land out of the Juan Montez Survey No. 6, County Block 4007, Bexar County, Texas, and being the same property conveyed to the City of San Antonio as a part of its electric and gas system by Edward R. Byrd by deed dated September 2, 1960, recorded in Volume 4541, pages 116-117, of the Deed Records of Bexar County, Texas being described by metes and bounds as follows:

BEGINNING at a point on the West line of the Streich Road and the Southeast corner of said tract of land containing 0.908 acres conveyed by Edward R. Byrd to the City of San Antonio as a part of its electric and gas system by deed dated September 2, 1960;

THENCE North 64 Degrees 10 Minutes West 622.0 feet;

THENCE North 23 Degrees 08 Minutes East 88 feet to a point;

THENCE South 54 Degrees 10 Minutes East 457 feet to the West line of Streich Road;

THENCE South 64 Degrees 10 Minutes East 457 feet to the West line of Streich Road;

THENCE South 21 Degrees 51 Minutes West along the West line of the Streich Road 60.15 feet to the place of beginning and containing 0.908 acres;

TRACT NO. 4: A tract of land containing 1.008 acres out of Lots 1, 2, 3, and 4, J.M. Salazar Subdivision County Block 5895, out of County Block 4008, and out of the Juan de la Garza survey No. 4 in Bexar County, Texas, described by metes and bounds as follows:

BEGINNING at the South corner of the M.M. Salazar Subdivision and which is the South corner of the tract of land containing 0.412 acres conveyed by deed dated May 2, 1961, by Teofila Salazar Rosales to the City of San Antonio as a part of its electric and gas system, same being recorded in Volume 4645, page 354, of the Deed Records of Bexar County, Texas;

THENCE along the Southeast line of the Salazar Subdivision North 55 Degrees 41 Minutes 52 Seconds East 100 feet;

THENCE North 0 Degrees 14 Minutes 12 Seconds West 430.78 feet to the North corner of Lot 4 of the Salazar Subdivision and the North corner of a tract of land containing 0.125 acres conveyed by Macedonia Salazar to the City of San Antonio as a part of its electric and gas system by deed dated May 9, 1961, recorded in Volume 4677, page 165, of the Deed Records of Bexar County, Texas;

THENCE along the Southeast line of Richter Road South 55 Degrees 16 Minutes 48 Seconds West 83.61 feet;

THENCE South 0.9 Degrees 25 Minutes 16 Seconds West 375.49 feet to the Northeast line of the old Corpus Christi Road;

THENCE along the Southwest line of the Salazar Subdivision and the Northeast line of the old Corpus Christi Road South 35 Degrees 32 Minutes 42 Seconds East 84.9 feet to the place of beginning.

3. That the Mayor of the City is hereby authorized to execute and acknowledge, and the City Clerk, is hereby authorized to attest under the City Seal, a deed conveying the above described property to the said County of Bexar for road purposes upon the payment of the sum of \$933.50 in cash to the City Public Service Board of San Antonio, to be held, used, and applied to said

Trust Indenture dated February 1, 1951, and Supplements thereto.

4. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,960

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE AN REFUND OF \$249.89 TO RALPH MENDEZ,  
DUE TO A DOUBLE PAYMENT OF TAXES

\* \* \* \* \*

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

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

Amount: \$249.89  
Payable to: Ralph Mendez  
143 Arrowhead Drive, West  
City  
Reason: Refund of double payment on Lot 110,  
Block 11570, Account No. 593-1078.  
Payment was made on September 28, 1962, and  
again on November 30, 1962.

PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,961

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$279.81 TO LUNA AUTO  
PARTS, DUE TO A DOUBLE PAYMENT OF TAXES.

\* \* \* \* \*

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

1. 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: \$279.81  
Payable to: Luna Auto Parts  
2103 West Commerce  
City  
Reason: Refund of double payment on  
Lot 1, Block 4, New City Block  
2302, Account No. 36-1787.  
Payment was May 31, 1962, and  
again December 4, 1962.

PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,962

CHANGING THE NAME "ALTAMOUNT DRIVE" TO "VIEW POINT DRIVE", FROM LAUREL HILL DRIVE  
EAST TO END.

\* \* \* \* \*

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

1. The name of "Altamount Drive" is hereby changed to "View Point Drive", from Laurel  
Hill Drive east to end.

2. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,963

CHANGING THE NAMES OF CERTAIN STREETS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF SAN ANTONIO:

\* \* \* \* \*

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

- 1. The name of that portion of Indiana Street which extends from Labor Street to Peach Street is hereby changed to Sadie Street.
- 2. The name of that portion of Emerald Alley which extends from Emerald Street west to the end of hereby changed to Gem Lane.
- 3. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,964

AUTHORIZING EXECUTION OF AMENDMENTS TO CERTAIN LEASES BY THE CITY AT SAN ANTONIO INTERNATIONAL AIRPORT AND STINSON MUNICIPAL AIRPORT, WHEREBY ADJUSTMENTS IN RENTALS BASED UPON ECONOMIC INDICES WILL BECOME EFFECTIVE AT THE BEGINNING OF EACH CALENDAR YEAR.

\* \* \* \* \*

WHEREAS, leases of certain areas at San Antonio International Airport and at Stinson Municipal Airport contains provisions adjusting rentals according to certain economic indices reported by the Bureau of Labor Statistics of the United States Department of Labor; and

WHEREAS, changes have been made in the basis for reporting such indices by the Bureau of Labor Statistics; and,

WHEREAS, said lease provisions require the adjustments to be made on the anniversary dates of such leases; and,

WHEREAS, it is deemed to be more equitable to lessees and more effiecient from an administrative and accounting standpoint for the City as lessor that such adjustments be made on a calendar year basis; and,

WHEREAS, leases executed in 1962 provide for such adjustments to be made on a calendar year basis using the 12-month period ending Setpember 30, 1961, as the base; NOW, THEREOFRE:

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

- 1. The City Manger is authorized, on behlaf of the City of San Antonio, to execute amendments toleases of areas t City-owned airports which provide for adjustments in rentals based upon indices of "Aggregate Weekly Payrolls in Manufacturing" and of "Wholesale Prices -- All Commodities" reported by the Bureau of Labor Statistics, United States Department of Labor wherein it is provided that such adjustments shall be effective on the anniversary date of the leases. Such amendments shall be stated substantially as set out in Exhibit "A", attached hereto and incorporated herein.
- 2. Leases of areas at City-owned airports to which said adjustment is applicable the terms of which begin during the calendar year 1962, shall contain the provision set outin Exhibit "A" hereto.
- 3. Leases of areas at City-owned airports to which said adjustment is applicable the terms of which begin after December 31, 1962, shall contain the provision set out in Exhibit "A" hereto nad any increase or decrease in the average of the afrementioned year from the average of said indices for the 12-month period ending September 30, 1961, shall be reflected in the rental collected from the beginning of the lease terms.
- 4. PASSED AND APPROVED this 12th day of December, 1962.

W.W. McAllister  
M A Y O R

ATTEST: J.H. INSELMANN  
City Clerk

AN ORDINANCE 30,965

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

\* \* \* \* \*

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

- 1. The City Manager is authorized to execute a lease of space in Hangar I at San Antonio International Airport for a 15 year term to Gen-Aero, Inc. A copy of said lease (Lease # 1-2) is attached hereto and incorporated herein for all purposes.
- 2. PASSED AND APPROVED this 12th day of December, 1962.

*Amended 3/10/63  
and 1/19/63*

W.W. McAllister  
MAYOR

ATTEST: J.H. INSELMANN  
City Clerk

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 Corporation acting by and through David Harner, its assistant City Manager, pursuant to Ordinance No. 30,965 adopted December 12, 1962, 1962, (hereinafter called "Lessor") and Gen-Aero, Inc. a corporation incorporated under the laws of Texas, (hereinafter called "Lessee"), WITNESSETH:

WHEREAS, the parties hereto propose that Lessor lease to Lessee certain premises for a term of 15 year; and

WHEREAS, Lessee proposes to construct certain additions and alterations to the building on the premises described below, subject to approval of plans and specifications by Lessor; and

WHEREAS, Lessee's expenditures on such additions and alterations will amount to approximately \$50,000.00; and,

WHEREAS, Lessor at some time during the term may deem it advisable to terminate this lease contract, upon reasonable notice to Lessee; and

WHEREAS, Lessor plans to re-examine and determine its policies regarding maintenance of and rentals for certain buildings at San Antonio International Airport, particularly Hangars 1, 2 and 3;

I. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: (1) 4,782.5 Sq. Ft.  
(2) 1,147.5 Sq. Ft.  
B. Ground: 3,133 Sq. Ft.

2. BASE RENTAL

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

| Premises    | Sq. Ft.     | Annual Rate<br>Per Sq. Ft. | Annual<br>Rental | Monthly<br>Rental |
|-------------|-------------|----------------------------|------------------|-------------------|
| A. Building | (1) 4,782.5 | \$.44                      | \$2,104.30       | \$175.36          |
|             | (2) 1,147.5 | \$.08 1/2                  | 97.54            | \$ 8.13           |
| B. Ground   | 33,133      | \$.04                      | \$1,325.32       | \$110.44          |

3. TERM

The term of this lease shall be for the 15-year period beginning November 16, 1962.

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 passengers and property for hire; furnishing aeronautical services, supplies or instruction; aerial mapping, photography and advertising; buying, selling, and renting of aircraft, aircraft parts, supplies and accessories; aeronautical and allied research; sales of aircraft fuel, propellants and lubricants subject to provisions of Paragraph 6, (p.7) hereof.

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, United States Treasury bond satisfactory to Lessor, or a surety bond in the sum of \$3,500.00 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

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

8. SPECIAL PROVISIONS

A. Termination by Lessor

Lessor may terminate this lease by giving notice in writing to Lessee of such intentions six (6) months in advance of the effective date thereof; provided in such event lessor shall either reimburse Lessee for improvements made by it to the premises to the extent of the depreciated value at the effective date of such termination of alterations and additions to the building which are permanently affixed thereto, or apply such amount as which are permanently affixed thereto, or apply such amount as prepaid rent on a ground lease to Lessee of land at the Airport, at a mutually acceptable location and upon mutually acceptable terms. Such depreciations shall be computed upon a straight line basis upon a maximum amount of \$3,330.00 for each year of the unexpired term, in the event of such termination. Furniture and equipment that may be removed by Lessee are not included. Lessee shall, within 30 days after any additions or alterations covered by this provision, file with Lessor a list or lists describing the items and their costs to Lessee. If and when such option to terminate is exercised by Lessor, Lessee shall supply Lessor with a complete list prepared from its records certified to by a certified public accountant.

2a.

B. Maintenance of Building

Lessor will provide necessary maintenance of roof and major structural members of the building in the area hereinabove mentioned in Paragraph 1A (1) above, subject to the provisions in subparagraph C below.

C. Maintenance of Roof and Structural Members

The rates charged for the 4782.5 square feet (Par. 1A(1) and 2A (1) above) shall be subject to modification and amendment, (provided, that the increase in rental for said area shall not exceed \$0.04@ sq. ft. @ yr.) in conformity with policy to be adopted by the City Council of the City of San Antonio within six months of the date hereof, to wit: After completion of a study of Lessor's costs, including expected costs, of maintenance of building roofs and structural members during the next fifteen (15) years, Lessor plans to re-examine and determine its policy regarding such maintenance and the rental returns necessary to cover such items and to comply with the Airport Revenue Bond Indentures. If such policy determination is adopted by ordinance of the City Council, it shall act and suffice as an amendment to this lease contract in accordance therewith setting forth any revised terms as to rentals to be paid.

D. Additional Space

In the event Braniff Airways gives up the space now leased to it by Lessor in Hanger #1 (known as Lease Area #1-1), Lessee herein shall have the right of first refusal on such area, i.e., Lessee shall be offered the right to execute a lease of said Lease Area #1-1 upon terms and conditions being then offered to prospective tenants of such locations, provided that Lessee shall accept or reject such offer within 30 days thereof.

EXECUTED this 12 day of DECEMBER, 1962

ATTEST: J. H. Inselman
City Clerk

CITY OF SAN ANTONIO, Lessor
BY: Assistant City Manager
GEN-AERO, INC., Lessee

BY: (Title)

ATTEST: Secretary

(Mailing Address)

AN ORDINANCE 30966

AUTHORIZING THE ALLOCATION OF THE SUM OF \$523,000.00 FROM SPECIAL PROJECTS ACCOUNT 30-01-01, PUBLIC IMPROVEMENTS UNALLOCATED, TO CERTAIN GENERAL FUND SPECIAL PROJECTS ACCOUNTS: AUTHORIZING THE ALLOCATION AND TRANSFER OF THE SUM OF \$40,000.00 FROM GENERAL FUND ACCOUNT 30-01-01 TO CERTAIN BOND AND CONSTRUCTION FUNDS.

\*\*\*\*\*

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

1. THE allocation of the sum of \$523,000.00 from SPECIAL Projects Account 30-01-01, Public Improvements unallocated to the following General Fund Special Projects Accounts is hereby authorized.

General Fund Projects

Table with 3 columns: Project ID, Description, Amount. Includes rows for URBAN Renewal Demolitions (\$100,000), San Antonio River Improvements (11, 11,000), Welfare Building (50,000), and Brackenridge Park Parking Lot (32,000).

|          |   |           |
|----------|---|-----------|
| 11-03-17 | Municipal Auditorium Repairs<br>Major repairs to Auditorium including New roof, public address system and other permanent type repairs. | \$130,000 |
| 11-03-19 | East Side Gymnasium<br>To be constructed in Lincoln Park on East Commerce.  | 100,000   |
| 11-09-01 | Northwest Area Recreational Improvements<br>Major recreational facilities in northwest area of City.                                    | 100,000   |

2. The allocation and transfer of the sum of \$40,000.00 from General Fund Account 30-01-01 to the following Bond and Construction Fund Projects is hereby Authorized.

|          |  |        |
|----------|--|--------|
| 60-15-01 | Police Headquarters Building Bonds 479-15<br>\$5,000 for Police Building miscellaneous incidentals,<br>\$5,000 for Corporation Court Parking Lot.                                | 10,000 |
| 60-17-01 | Fire Station Bond Fund 479-04<br>For supplementing Fire Station Bond Fund to provide sufficient funds for construction of an additional fire station and a fire training center. | 30,000 |

3. PASSED AND APPROVED this 12th day of DECEMBER,

ATTEST: J. H. Inselmann MAYOR  
City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

APPROVED AS TO FUNDS: \_\_\_\_\_  
Director of Finance

AN ORDINANCE 30967

AUTHORIZING THE CITY WATER BOARD TO INSTALL A 2" WATER METER AND 2" SERVICE AT DELLCREST PARK, AND APPROPRIATING THE SUM OF \$ 462.00 FROM PARKS IMPROVEMENT BOND FUND #479-18 IN PAYMENT THEREFOR.

\*\*\*\*\*

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

1. THE CITY WATER BOARD is hereby authorized to install a 2" water meter and 2" service at the Dellcrest Park, Project No.8, at an estimated cost of \$462.00.

2. The sum of \$462.00 is hereby appropriated out of Parks Improvement Bond Fund #479-18, payable to the City Water Board for the installation of the aforementioned water meter and service.

3. PASSED AND APPROVED this 12th day of December, 1962

M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

APPROVED AS TO FUNDS: \_\_\_\_\_  
DIRECTOR OF FINANCE

A RESOLUTION

GRATEFULLY ACCEPTING THE GIFT OF MRS. C.P RODRIGUEZ OF AND OLD SPANISH METATE.

\* \* \* \*

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

1. The generous offer of Mrs. C. P. Rodriguez to donate to the city of San Antonio an old Spanish metate is hereby gratefully accepted.

2. PASSED AND APPROVED THIS 12th of December, 1962.

M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

Approved as to Form \_\_\_\_\_  
City Attorney

AN ORDINANCE 30968

ACCEPTING THE LOW BID OF R. L. BURNEY FOR THE CONSTRUCTION OF OLMOS BASIN MUNICIPAL GOLF CLUBHOUSE; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AUTHORIZING THE PAYMENT OF \$83,676.00 PAYABLE TO R. L. BURNEY; THE

THE SUM OF \$800.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY FUND ACCOUNT, ALL OUT GENERAL FUND SPECIAL PROJECTS ACCOUNT 11-03-18, CODE 5-08.

\* \* \* \* \*

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

1. The attached low bid of R. L. Burney in the amount of \$83,676.00 for the construction of the Olmos Basin Municipal Gold Clubhouse 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 General Fund Special Projects Account 11-03-18, Code 5-08, is hereby authorized:
  - a. \$83,676.00 payable to R. L. Burney.
  - b. \$800.00 as a Miscellaneous Expenses Contingency Account.
5. PASSED AND APPROVED this 12th day of December, 1962.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 30969

ACCEPTING THE LOW BID OF TEXAS LAWN SPRINKLER CO. FOR INSTALLATION OF AN IRRIGATION SYSTEM IN THE OLMOS BASIN GOLF COURSE; AND AUTHORIZING PAYMENT THEREFOR IN THE SUM OF \$58,126.00 TO TEXAS LAWN SPRINKLER CO. OUT OF GENERAL FUND SPECIAL PROJECT ACCOUNT 11-03-18, CODE 5-12, AND AUTHORIZING PAYMENTS OUT OF SAID ACCOUNT IN THE SUM OF PAYMENTS OUT OF SAID ACCOUNT IN THE SUM OF \$2,900.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT AND IN THE SUM OF \$500.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT.

\* \* \* \* \*

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

1. The attached low bid of Texas Lawn Sprinkler Co. in the amount of \$58,126.00 for installation of an irrigation system in Olmos Basin Golf Course 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 out of General Fund Account 11-03-18, Code 5-12, is hereby authorized:
  - a. \$58,126.00 , payable to Texas Law Sprinkler Co.
  - b. \$2,900.00, as a Construction Contingency Account.
  - c. \$500.00 as a Miscellaneous Expenses Contingency Account.
5. PASSED AND APPROVED this 12th day of December, 1962 .

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 30970

AUTHORIZING AND DIRECTING THE TAXIECAB INSPECTOR FOR THE CITY OF SAN ANTONIO TO ISSUE AN ADDITIONAL 22 LICENSES TO THE RED BALL TAXICAB COMPANY, INC.

\* \* \* \* \*

WHEREAS, the Red Ball Taxiecab Company, Inc., has heretofore made application for an additional 32 permits to operate taxiecabs in the City of San Antonio, Texas; and

WHEREAS, on the 30th day of August, 1962, there was a hearing held before the Taxiecab Inspector of The City of San Antonio, pursuant to the terms of Chapter 40 of the City Code; and

WHEREAS, on the basis of the hearing held at that time, the Taxiecab Inspector Determined that the application of the Red Ball Taxiecab Company, Inc. for 32 Additional permits should be disapproved; and

WHEREAS, the Red Ball Taxicab Company, Inc. pursuant to Chapter 40 of the City Code, Appealed from this ruling of the Taxicab Inspector and a hearing was held before the City Council on the 27th day of November, 1962; and,

WHEREAS, on the basis of the evidence adduced at such hearing, at which hearing the Red Ball Taxiecab Company, inc., was represented by and through its attorneys and the Yellow cab, Checker Cab and Bell Cab Companies, opponents to the issuance, were represented by their attorneys, it is the decision of the City Council of the City of San Antonio that the Public necessity and convenience will be best served by the issuance of another 22 permits to Red Ball Taxicab Company; NOW, THEREFORE,

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

1. The decision of the Taxicab Inspector of the City of San Antonio disapproving the request of Red Ball Taxicab Company, Inc., for an additional 32 permits is hereby overruled.
2. The Taxicab Inspector of the City of San Antonio is hereby directed to issued the Red Ball Taxicab Company, Inc., an additional 22 permits.
3. PASSED AND APPROVED this 12th day of December, 1962.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 30971

AMENDING ORDINANCE NO. #30619, THEREBY INCREASING APPROPRIATION OF \$4,589.26 from parks improvement bond fund #479-18 FOR INSTALLATION OF WATER MAIN AT WEST SIDE PARK.

\* \* \* \* \*

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

1. Paragraph 2, Ordinance No. 30619, passed and approved July 25, 1962, be and the same is hereby amended to read:

"2. The sum of \$4,589.26 is hereby appropriated out of Parks Improvement Bond Fund #479-18, payable to the City Water Board for the installation of the aforementioned water main."

2. PASSED AND APPROVED this 12th day of December, 1962.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
Mayor

AN ORDINANCE 30972

ACCEPTING THE LOW BID OF R. E. LANHAM FOR THE CONSTRUCTION OF THEO AVENUE PAVING PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$5,000.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; THE SUM OF \$1,000.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT, ALL SUMS OUT OF STREET IMPROVEMENT BOND FUNDS NO. 479-10; AUTHORIZING THE TRANSFER OF OF THE SUM OF \$234,750.59 FROM GENERAL FUND ACCOUNT 09-04-15 TO STREET IMPROVEMENT BOND FUND NO. 479-10.

\* \* \* \* \*

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

1. The attached low bid of R. E. Lanham, in the amount of \$228,750.59, for the construction of the Theo Avenue Paving Project is hereby accepted.
2. The City Manager is hereby authorized to execute the standard public works construction contract for the project mentioned in Paragraph 1 above.
3. The contract is attached hereto and made a part hereof.
4. The followssums are hereby appropriated out of Street Improvement Bond Funds No. 479-10:
  - a. \$228,750.59 payable to R. E. Lanham;
  - b. \$5,000.00 as a construction Contingency Account;
  - c. \$1,000.00 as a miscellaneous Expenses Contingency Account.
5. The transfer of the sum of \$234,750.59 from General Fund Account 09-04-15 to Street Improvement Bond Fund No. 479-10 is hereby authorized.

6. PASSED AND APPROVED this 12th day of DECEMBER, 1962.

W. W. McAllister  
MAYOR

ATTEST: J. H. Inselmann  
city clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

AN ORDINANCE 30973

AMENDING ORDINANCE NO. 30319, DATED MAY 9, 1962, THEREBY APPROPRIATING THE SUM OF \$2,152.15 OUT OF FUND NO. 479-15, POLICE HEADQUARTERS BUILDING BONDS AND AUTHORIZING PAYMENT OF THE SUM OF \$1,854.00 TO LACHAPPELLE ELECTRIC COMPANY AND THE SUM OF \$298.15 TO BELL CONSTRUCTION COMPANY.

\*\*\*\*\*

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

1. Paragraph 2, Ordinance No. 30319, Passed and approved May 9, 1962, be and the same is hereby amended to read:

(2.) The sum of \$2,152.15 is hereby appropriated out of fund no. 479-15, Police Headquarter Building Bonds, to cover certain additional work performed on the Police Headquarters facilities - Shops and fueling Building. Payment is hereby authorized as follows:

- a. \$1,854.00 payable to Lachappelle Electric Company.
- b. \$298.15 payable to Bell Construction Company. Delivery of this sum shall not be made until certain claims and actions in connection therewith have been resolved.

2. PASSED AND APPROVED THIS 12th day of DECEMBER, 1962.

W. W. McAllister  
MAYOR

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 30974

AUTHORIZING EXECUTION OF A LEASE FROM THE CITY TO THE ADULT EDUCATION CENTER

\*\*\*\*\*

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

1. The City Manager is authorized to execute a lease of the first floor of the building on Lot 12, N.C.B. 180, in the San Antonio to the Adult Education Center on a month-to-month basis at \$110 per month beginning January 1, 1963.

2. A copy of the lease is attached hereto and made a part hereof.

3. PASSED and APPROVED this 12th day of December, 1962.

W.W. McAllister  
MAYOR

ATTEST: J. H. Inselmann  
City Clerk

LEASE OF MARTIN WRIGHT BLDG. TO ADULT EDUC. CENTER

STATE OF TEXAS     |  
                          |  
COUNTY OF BEXAR   |

KNOW ALL MEN BY THESE PRESENTS:

This agreement, entered into by and between the City of San Antonio, a municipal corporation acting by \_\_\_\_\_, Assistant City Manager pursuant to Ordinance#30974 (hereinafter called "Lessor"), and the Adult Education Center of San Antonio, A non-profit corporation chartered 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.

Lessor does hereby lease unto Lessee the first floor of the building located on Lot 12, NCB 180, in San Antonio, Bexar County, Texas, commencing January 1, 1963, on a month-to-month basis.

2.

Lessee shall pay as rental therefor the sum of \$110.00 per month in advance to the Director of Finance, City of San Antonio, At City Hall.

3.

Either Party to this lease agreement may terminate same by giving thirty days\* written notice to the other party.

4.

Said Lessee shall pay for all utilities used on the leased premises.

5.

Lessee agrees to keep said premises in a neat, clean and respectable condition.

6.

Lessee shall not make any alterations, additions, or improvements to the demised premises without the written consent of the City Manager of the City of San Antonio.

7.

Lessee further covenants and agrees that he will not assign this lease nor sublet the whole or any part thereof, nor make or allow to be made any unlawful, improper or offensive use thereof. It shall be lawful for the Lessor, at any reasonable time, to enter into and upon the above described premises to examine the condition thereof.

8.

Lessee shall, at the expiration of the term of this lease, peaceably yield up unto Lessor, all and singular, the demised premises in a reasonably good and clean condition.

9.

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 agents, employees and servants.

10.

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$25,000 for one person and \$50,000 for one accident on personal injury liability and \$5,000 property damage. 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 thirty days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with city Clerk of the City of San Antonio.

EXECUTED this 12th day of DECEMBER, 1962.

CITY OF SAN ANTONIO, Lessor

ATTEST: J. H. Inselmann  
City Clerk

BY: \_\_\_\_\_  
Assistant City Manager

ADULT EDUCATION CENTER OF SAN ANTONIO, Lessee

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

(Title)

Secretary

(Mailing Address)

AN ORDINANCE 30975

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 79 VEHICLES, IN THE POSSESSION OF THE POLICE DEPARTMENT NOT OWNED OR CLAIMED BY THE CITY OF SAN ANTONIO.

\* \* \* \* \*

Whereas, under the provisions of Section 2-12, San Antonio City Code, the Police Department has reported that there is in their possession certain personal property consisting of 79 vehicles 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: NOW THEREFORE:

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

1. Said property consisting of 79 vehicles described in the aforementioned schedule is hereby ordered to be sold at public auction after ten (10) days notice by the publication of this ordinance in the "Commercial Recorder" with the day, hour and place of sale shall be given.
2. Said notice shall be given by publication of this ordinance at least two times within said ten (10) day period.
3. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interest of the City; said sale of these items is to be held at the Police Vehicle Storage Lot at Stinson Field beginning January 16, 1963, each succeeding business day thereafter until all of said property is disposed of.
4. Said property may be redeemed by the owner at any time prior to its sale by satisfying the Chief of Police of the true ownership thereof and the payment of the cost of the storage and care thereof and all other expenses in connection therewith.
5. Said Property shall be sold as is, and a bill of sale, if requested, shall be given to the purchaser, but no title transfer or title papers of any nature can be given.
6. Within five days after said sales have been completed, the Chief of Police shall make a report thereof under oath to the Controller of the City and shall account for the money received at said sale in the same manner as is prescribed for him to account for all other monies that may come into his custody as Chief of Police.

7. PASSED AND APPROVED this 12th day of December, 1962.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
MAYOR

AN ORDINANCE 30976

AUTHORIZING THE PAYMENT OF THE SUM OF \$525.00 FROM GENERAL FUND ACCOUNT NO.50-03-01 IN PAYMENT OF TWO DEFICIENCY WARRANTS ISSUED IN MAY, 1939.

\* \* \* \* \*

WHEREAS, Ordinance No. 1343, passed and approved May 19, 1939, authorized the issuance by the City, of Deficiency warrants for the payment of certain sums for wages from April 19, 1937 to February 1, 1939, and,

WHEREAS, Each warrant stated that said warrant was payable on presentation and surrender at the office of the City Treasurer out of any money available therefore "Not otherwise appropriated for back pay for firemen and policeman"; and,

WHEREAS, said deficiency warrants were authorized and issued to J. J. Whalen and G. A. Schmitt, both being on the payroll of the City Fire and Police Commissioner During the period in question; and,

WHEREAS, said deficiency warrants have been presented for payment; NOW THEREFORE:

1. Payment of the following amounts from General Fund Account No. 50-03-01 for deficiency warrants listed, is hereby authorized:

- a. Deficiency warrant No. 561, payable to J. J. Whalen, \$262.50
- b. Deficiency warrant No. 559, payable to G. A. Schmitt, \$262.50

2. PASSED AND APPROVED this 12th day of December, 1962.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
MAYOR

AN ORDINANCE 30977

AUTHORIZING AN APPROPRIATION OF FUNDS TO SATISFY AN UNPAID CONDEMNATION AWARD AND TO APPLY THE FUNDS TO CERTAIN PROPERTIES APPEARING ON THE CITY TAX ROLLS

\* \* \* \* \*

WHEREAS, Condemnation proceedings styled City of San Antonio Vs. Milton Ludwig, Et Al, brought before special Commissioners in County Court at Law No. one is cause No. 22,547, resulted in an award to the defendants in that proceeding on November 30, 1931, for an amount of \$14,500.00 for 60 feet of Lot 88, New City Block 167 to be used as an extension of Elm Street, and,

WHEREAS, The City of San Antonio, Pursuant thereto, placed with the County Clerk in the registry of the Court on December 1, 1931, the Sum of \$8,000.00 to satisfy the aforementioned award, and the balance of the award to be used as payment of accrued delinquent realty taxes on Lots 87 and 88, New City Block 167, and Lot 6, Block 3, New City Block 1965 for the tax years 1919 through 1930 and all owned by Milton Ludwig, Et al, and

WHEREAS, the custodian of the court registry funds was alleged to have absconded with the \$8,000.00 and other funds placed in his charge, and

WHEREAS, The Court of Civil Appeals decided in City of San Antonio Vs Astoria (67 SW<sup>2</sup>321, Court of Civil Appeals, San Antonio 12/12/33) that the custodian of the award was acting as agent for the City and therefore the City would bear the loss, and

WHEREAS, the City by ordinance No. 415 on September 16, 1937, agreed to accept the sum of \$1,517.00 from Bexar County in full settlement of all claims the City might have against the County in connection with said loss, and this amount was paid into the General fund of the City of San Antonio, and

WHEREAS, there is now due and owing the City of San Antonio and San Antonio Independent School District the sum of \$16,556.23 on Lot 87 and W.7.5. Feet of Lot 88, New City Block 167, and Lot 6, Block 3, New City Block 1965 for the tax years 1931 through 1961 from the estate of Milton Ludwig, Et Al, and

WHEREAS, the amount of \$8,000.00 due on the judgement of the Court in the condemnation proceeding above stated at 6 per cent per annum interest for ten years, the length of time agreed upon by all parties, or a total of \$12,800.00 is presently due to the heirs of the Milton Ludwig Estate, and

WHEREAS, the representative of the heirs has tendered to the City Tax Assessor-Collector the amount of \$3,756.23 which is the difference between \$16,556.23 which is due the City and School District and \$12,800.00 which is due the heirs of the Ludwig Estate, and

WHEREAS, by the acceptance of the said amount of \$3,756.23 will serve to satisfy all City and School taxes due on all properties involved as hereinbefore set forth; NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO

That the tax Assessor-Collector for the City of San Antonio is hereby authorized and directed to accept the amount of \$16,556.23, \$3,756.23 of which has been tendered to the said City Assessor-Collector and \$12,800.00 of which is due from the City of San Antonio as full payment on the condemnation award hereinbefore mentioned, and to apply and accept these funds incomplete and full payment of all delinquent City and School Taxes due to the City and School District on the property described as Lots 87 and 88, New City Block 167, and Lot 6, Block 3, New City

Block 1965.

PASSED AND APPROVED this 12th day of December, 1962.  
ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister,  
MAYOR

AN ORDINANCE 30978

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH B. LOUIS RABORN D/B/A PALM HEIGHTS WATER COMPANY AND CARROL C. RABORN, FOR THE SALE OF THEIR INTEREST IN A CERTAIN PROPERTY DESCRIBED IN THE CONTRACT ATTACHED HERETO AND THE WATER MAINS, WATER PIPES AND EQUIPMENT WITHIN SAID LAND; GRANTING THE CITY THE EXCLUSIVE RIGHT TO SUPPLY WATER TO CUSTOMERS WITHIN THE AREA OF THE DESCRIBED LAND; APPROPRIATING THE SUM OF \$4,000.00 OUT OF STORM DRAINAGE IMPROVEMENT BOND FUND 479-13 AND PAYABLE TO B. LOUIS RABORN AND WIFE, SULA E. RABORN, AND CARROLL C. RABORN.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to execute a contract with B. Louis Raborn and wife, Sula E. Raborn, d/b/a/ Palm Heights Water Company, and Carrol C. Raborn, for the sale of their interest to certain land described in the contract attached hereto and the water mains, waterpipes and equipment within said land, and granting the City exclusive right to supply water to customers within the area of the described land, Said contract is attached hereto and incorporated by reference.

2. The sum of \$4,000.00 is hereby appropriated out of storm Drainage Improvement Bond Fund 479-13, payable to B. Louis Raborn and wife, Sula E. Raborn, and Carroll C. Raborn.

3. PASSED AND APPROVED this 12th day of December, 1962.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister,  
MAYOR

STATE OF TEXAS }  
COUNTY OF BEXAR }

WHEREAS the city of San Antonio is now engaged in Drainage Project 39 for improving storm drainage; and,

WHEREAS, the Palm Heights Water Company operates watermains and pipes and facilities for distributing water to customers within the area of which said Project 39 is being performed; and,

WHEREAS the Engineering Plans of the City of San Antonio require that Palm Heights Water Company's water mains, pipes and facilities be relocated within the street right of way; and,

WHEREAS Walton D. Hood, B. Louis Raborn, and J. Royston Williams dedicated certain property to the public, said dedication filed for record on August 20, 1910, in Vol. 105, P 324, of the Plat Records of Bexar County, Texas; and,

WHEREAS B. Louis Raborn and Wife, Sula E. Raborn d/b/a/ Palm Heights Water Company, and Carroll C. Raborn are presently the owners of all the rights perpetually retained, if any at all, in Vol. 105, P 324, of the Plat Records of Bexar County, Texas; and,

WHEREAS a dispute has arisen between the City of San Antonio and B. Louis Raborn and Carroll C. Raborn concerning the expenses of relocating the water mains, pipes and facilities required to be removed; and,

WHEREAS B. Louis Raborn and Wife, Sula E. Raborn and Carroll C. Raborn desire to sell their interest, if any, to the land in question and the pipes and mains thereunder; and,

WHEREAS B. Louis Raborn and wife, Sula E. Raborn and Carroll C. Raborn agree that the City shall have the exclusive right to supply water to those customers in the area of land herein-after described, WITNESSETH:

B. Louis Raborn and wife, sula E. Raborn d/b/a/ "Palm Heights Water Company" and Carroll C. Raborn and the City of San Antonio, a home rule City hereby agree as follows:

1. B. Louis Raborn and wife, Sula E. Raborn and Carroll C. Raborn of the County of Bexar, State of Texas, hereby agree to quitclaim and release unto the City of San Antonio, its successors and assigns forever, all of their right, title, interest and estate in and to the following described parcel of land situated in Bexar County, Texas:

BEGINNING at the southeast corner of the intersection of Walton Avenue and Phyllis Street, said point being the northwest corner of Lot 1, NCB 3408-B

THENCE in a northerly direction along the east line of Phyllis Street, a distance of 50.00 feet to the southwest corner of Lot 1, NCB 3408-A, and also being the northeast corner of the intersection of Phyllis Street and Walton Avenue.

THENCE in a easterly direction along the north line of Walton Avenue and south line of NCB 3408-A and NCB 3406, a distance of 800.00 feet to the southeast corner of Lot 7, NCB 3406, said point being the northwest corner of the intersection of Charlotte Street and Walton Avenue.

THENCE continuing along the north line of Walton avenue, a distance of 50.00 feet to the southwest corner of Lot 9, NCB 3406, said point being the northeast corner of the intersection of Charlotte Street and Walton Avenue.

THENCE continuing in an easterly direction along the north line of Walton Avenue and south line of NCB 3406, a distance of 700.00 feet to the southeast corner of Lot 22, NCB 3406,

said point being the northwest corner of the intersection of Desoto Street and Walton Avenue.

THENCE continuing along the north line of Walton Avenue, a distance of 50.00 feet to the southwest corner of Lot 24, NCB 3406, said point being the northeast corner of the intersection of Desoto Street and Walton Avenue.

THENCE continuing in an easterly direction along the north line of Walton Avenue and south line of NCB 3406, a distance of 700.00 feet to the southeast corner of Lot 37, NCB 3406, said point being the northwest corner of the intersection of Marian Street and Walton Avenue.

THENCE continuing along the north line of Walton Avenue, a distance of 55.60 feet to the southwest corner of Lot 1, NCB 3407, said point being the northeast corner of the intersection of Marian Street and Walton Avenue.

THENCE Continuing in an easterly direction along the north line of Walton Avenue and the south line of NCB 3407, a distance of 750.00 feet to the southeast corner of Lot 15, NCB 3407, said point being the northwest corner of the intersection of Garland Street and Walton Avenue.

THENCE in a southerly direction along the west line of Garland Street, a distance of 50.00 feet to the northeast corner of Lot 15, Block 6, NCB 3411, said point being the southwest corner of the intersection of Garland Street and Walton Avenue.

THENCE in a westerly direction along the south line of Walton Avenue and north line of NCB 3411, a distance of 750.00 feet to the northwest corner of Lot 1, Block 6, NCB 3411, said point being the southeast corner of the intersection of Marian Street and Walton Avenue.

THENCE continuing along the south line of Walton Avenue, a distance of 55.60 feet to the northeast corner of Lot 14, Block 5, NCB 3410, said point being the southwest corner of the intersection of Marian Street and Walton Avenue.

THENCE continuing in a westerly direction along the south line of Walton Avenue and north line of NCB 3410, a distance of 700.00 feet to the northwest corner of Lot 1, Block 5, NCB 3410, said point being the southeast corner of the intersection of Desoto Street and Walton Avenue.

THENCE along the south line of Walton Avenue, a distance of 50.00 feet to the northeast corner of Lot 14, Block 4, NCB 3409, said point being the southwest corner of the intersection of Desoto Street and Walton Avenue.

THENCE continuing in a westerly direction along the south line of Walton Avenue, and north line of NCB 3409, a distance of 700.00 feet to the northwest corner of Lot 1, Block 4, NCB 3409, said point being the southeast corner of the intersection of Charlotte Street and Walton Avenue.

THENCE continuing along the south line of Walton Avenue, a distance of 50.00 feet to the northeast corner of Lot 7, Block 3, NCB 3408, said point being the southwest corner of the intersection of Charlotte Street and Walton Avenue.

THENCE continuing in a westerly direction along the south line of Walton Avenue and north line of NCB 3408 and NCB 3408-B, a distance of 800.00 feet to the point of beginning, and containing 3.56 acres of land.

Said quitclaim deed shall be delivered to the City of San Antonio immediately upon the execution of this contract.

2. B. Louis Raborn, and wife, Sula E. Raborn, hereby agree to BARGAIN, SELL and CONVEY and by these presents do BARGAIN, SELL and CONVEY to the City of San Antonio all of their right, title, interest and estate in the water mains, water pipes, and equipment lying within and under the area hereinabove described.

3. B. Louis Raborn, and wife, Sula E. Raborn, hereby agree to BARGAIN, SELL and CONVEY and by these presents do BARGAIN, SELL and CONVEY any right which they might have to supply water to those customers within the area of the property hereinabove described and grants to the City of San Antonio the exclusive right to supply those customers within said area.

4. In consideration of the above, the City of San Antonio hereby agrees to pay B. Louis Raborn, and wife, Sula E. Raborn, upon the tender of the quitclaim deed referred to in Paragraph 1, the sum of FOUR THOUSAND AND NO/100 (\$4,000.00) DOLLARS.

5. It is agreed that B. Louis Raborn and wife, Sula E. Raborn, shall not be responsible for any of the costs of relocating the water lines and water pipes lying within the area hereinabove described.

6. This Agreement shall apply only to the above specifically described property and shall have no effect upon the property remaining within the dedication described in Vol. 105, P324, of the Plat Records of Bexar County, Texas.

7. The City of San Antonio does not by the execution of this Contract recognize or admit that B. Louis Raborn And Wife, Sula E. Raborn, have any right, title or interest in the land dedicated in Vol. 105, P 324, of the Plat Records of Bexar county, Texas, or to the land which is the subject of this Contract.

EXECUTED this 12th day of December, 1962.

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

\_\_\_\_\_  
B. Louis Raborn

\_\_\_\_\_  
Sula E. Raborn

STATE OF TEXAS }  
COUNTY OF BEXAR }

BEFORE ME, the undersigned authority, on this day personally appeared B. Louis Raborn, and Sula E. Raborn, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Sula E. Raborn, wife of the said B. Louis Raborn, having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Sula E. Raborn, Acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12th day of December, A.D., 1962.

Notary Public, in and for  
Bexar County, Texas

AN ORDINANCE 30979

ADOPTING A REVISED MASTER PLAN FOR SAN ANTONIO INTERNATIONAL AIRPORT.

\*\*\*\*\*

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

1. A revised master plan, as shown by map marked Exhibit "A" and attached hereto, for San Antonio International Airport is hereby adopted.
2. This action is intended to establish policies of the City for future improvements to said Airport including acquisition of land.
3. Minor modifications in said plan may be made by the Director of Aviation when deemed necessary for the benefit of the City, said Airport and its users.
4. This ordinance and revised master plan supersede a previous action taken by Ordinance #25110 of October 31, 1957 and Ordinance #28002 adopted October 8, 1959.

ATTEST: J.H. Inselmann  
City Clerk

W. W. McAllister  
MAYOR

AN ORDINANCE 30980

AUTHORIZING PAYMENT OF ANNUAL MEMBERSHIP SERVICE FEE IN THE SUM OF \$1040.00 TO THE AIRPORT OPERATORS COUNCIL OUT OF INTERNATIONAL AIRPORT ADMINISTRATION FUND NO. 8-04

\*\*\*\*\*

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

1. Payment of the Annual Membership Service Fee in the sum of \$1040.00 to the Airport Operators Council, out of International Airport Administration Fund No. 8-04, is hereby authorized.
2. PASSED AND APPROVED this 12th day of December, 1962.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
MAYOR

AN ORDINANCE 30981

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH ED CARPENTER'S GOLF RANGE, INC. FOR THE GOLF DRIVING RANGE CONCESSION AT OLMOS BASIN FOR A TWO YEAR PERIOD COMMENCING JANUARY 1, 1963 AND TERMINATING DECEMBER 31, 1964.

*amended payment  
made and 33072  
2-11-62*

\*\*\*\*\*

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

1. The high bid of Ed Carpenter's Golf Range, Inc. for the Golf Driving Range Concession at Olmos Basin for a two year period commencing January 1, 1963 and terminating December 31, 1964 is hereby accepted. Said bid is attached hereto and made a part hereof.
2. This ordinance and the attached bid constitutes the entire agreement between the parties.
3. Ed H. Carpenter agrees, in consideration of the premises, to waive and does hereby waive any and all claims that he may have to the property located at the Golf Driving Range in the Olmos Basin, Which property is listed under paragraph 3B of his attached bid.
4. All other bids received are hereby rejected.
5. PASSED AND APPROVED this 12th day of December, 1962.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
MAYOR

A RESOLUTION

URGING RETENTION OF THE 312TH LOG COMMAND B

\* \* \* \* \*

WHEREAS, the United States Army Reserve Forces are vital to the defense of the United States, and

WHEREAS, the 312th Logistical Command B, Dodd Field, Fort Sam Houston, San Antonio's largest Army Reserve unit headquarters is an integral part of this vital protection, and

WHEREAS, the 312th Logistical Command B has in the past years provided a vital service not only to the defense of the United States, but also has been important in the civic development of San Antonio and Bexar County, and

WHEREAS, the 312th Logistical Command B has had consistently high ratings as a part of the Army Reserve,

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

- 1. That the Department of the Army be urged to reconsider inactivation of the 312th Logistical Command B, and
- 2. That the citizens of San Antonio and Bexar County be urged to take interest in keeping the 312th Logistical Command B as part of the vital Army Reserve activities of the San Antonio area.
- 3. PASSED AND APPROVED THIS 19th DAY OF DECEMBER, 1962.

/s/ Walter C. Gunstream  
MAYOR PRO-TEM

ATTEST: /s/ James C. Kenny  
ASSISTANT CITY CLERK

AN ORDINANCE 30982

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 shall hereafter include the following described changes in classification and the re-zoning of the hereinbelow designated property, to-wit:

(CASE NO. 1753)

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

Lot 34, NCBA-52

- 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 19th day of DECEMBER, A.D., 1962.

/s/ Walter Gunstream  
MAYOR PRO-TEM

ATTEST: James Kenny  
ASSISTANT CITY CLERK

AN ORDINANCE 30983

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

\* \* \* \* \*

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

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

(CASE NO. 1725)

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

Lot 10, NCB 7838

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 19th day of DECEMBER, A.D., 1962.

/s/ Walter C. Gunstream  
MAYOR PRO-TEM

ATTEST: James C. Kenny  
ASSISTANT CITY CLERK

AN ORDINANCE 30984

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

\* \* \* \* \*

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

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

(CASE NO. 1705)

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

That portion of Lot 12, NCB 11622 inside the City Limits.

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 19th day of December, A. D., 1962.

/s/ Walter C. Gunstream  
MAYOR PRO-TEM

ATTEST: James C. Kenny  
ASSISTANT CITY CLERK

A RESOLUTION

AUTHORIZING THE CITY WATER BOARD TO CONDUCT NEGOTIATIONS WITH BEXAR COUNTY FOR THE USE OF SAID BOARD'S ELECTRONIC EQUIPMENT FOR THE PREPARATION OF COUNTY TAX STATEMENTS.

WHEREAS, the City Water Board is leasing a 1401 Computer for tabulating services and data processing for City and Water Board functions; and

WHEREAS, said computer is capable of handling an additional volume of services, and

WHEREAS, the City Water Board has been requested to and has in fact made a proposal for the preparation of Tax Statements for Bexar County which is acceptable to the Bexar County Tax Collector; and

WHEREAS, said proposal is in all things acceptable to the city;

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

1. The City Water Board, acting through its Waterworks Board of Trustees or its Manager, is hereby authorized to conduct negotiations with Bexar County for the use of said Board's 1401 Computer in the preparation of County Tax Statements.

2. PASSED AND APPROVED this 19th day of DECEMBER, 1962.

/s/ Walter C. Gunstream  
MAYOR PRO-TEM

ATTEST: James C. Kenny  
ASSISTANT CITY CLERK

A RESOLUTION

AUTHORIZING THE CITY MANAGER TO ENTER INTO NEGOTIATIONS FOR THE ACQUISITION OF TITLE TO A CERTAIN 30-ACRE TRACT OF LAND WHICH IS LOCATED AT THE SOUTHWEST CORNER OF SOUTH ZARZAMORA AND CULBERSON AVENUE, AND WHICH PROPERTY HAS BEEN DECLARED SURPLUS BY THE GENERAL SERVICES ADMINISTRATION TO THE NEEDS OF THE UNITED STATES GOVERNMENT.

\* \* \* \* \*

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

1. The City Manager is authorized to apply to and negotiate with the United States of America for the transfer to the City of San Antonio of a certain 30-acre tract of land which is located at the southwest corner of South Zarzamora and Culberson Avenue, and which property has been declared surplus by the General Services Administration to the needs of the United States Government.

2. PASSED AND APPROVED this 19th Day of December, 1962.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister,  
MAYOR

AN ORDINANCE 30985

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF FORNEY'S INC. TESTER DIVISION TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH ONE CONCRETE COMPRESSION & FLEXURE TESTER FOR A NET TOTAL OF \$4,380.50.

\* \* \* \* \*

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

1. The Attached low qualified bid of Forney's Inc. Tester Division, dated December 12, 1962 to furnish the City of San Antonio, Department of Public Works with one Forney Model LT-700 Concrete Compression & Flexure Tester for a net total of \$4,380.50 is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 90-21-01, Code 5-20

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 26th day of December, 1962.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister,  
MAYOR

AN ORDINANCE 30986

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF GILLESPIE FORD AND O.R. MITCHELL MOTORS TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN MOTOR VEHICLES FOR A TOTAL OF \$19,003.65.

\* \* \* \* \*

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

1. The Attached low qualified bids of Gillespie Ford and O.R. Mitchell motors, Dated December 13, 1962 to furnish the City of San Antonio various Departments with certain motor vehicles for a total of \$19,003.65 is hereby accepted as follows:

|                      |                       |                 |                  |
|----------------------|-----------------------|-----------------|------------------|
| Gillespie Ford       |                       |                 |                  |
| 2300 Broadway        |                       |                 |                  |
| Item #2              | 2 - 1/2 Ton C&C       | \$ 2,996.00     |                  |
| Item #3              | 2 - Cab & Chassis     | <u>3,904.00</u> | \$ 6,900.00      |
| O.R. Mitchell Motors |                       |                 |                  |
| 1130 Broadway        |                       |                 |                  |
| Item #1              | 1 - 1/2 Ton Pickup    | \$ 1,571.10     |                  |
| Item #4              | 1 - C & C W/Stake Bed | 1,907.35        |                  |
| Item #5              | 4 - Cab & Chassis     | <u>8,625.20</u> | <u>12,103.65</u> |
|                      |                       |                 | \$ 19,003.65     |

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

|             |                 |
|-------------|-----------------|
| Account No. | Amount          |
| 09-04-02    | \$ 1,571.10     |
| 10-03-03    | 2,996.00        |
| 11-02-01    | 1,952.00        |
| 07-03-06    | 1,952.00        |
| 11-02-01    | 1,907.35        |
| 23-02-01    | 6,468.90        |
| 23-02-03    | <u>2,456.30</u> |
|             | \$ 19,003.65    |

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 26th Day of December, 1962.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

AN ORDINANCE 30987

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GIRARD MACHINERY & SUPPLY COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH ONE HYDRA-HAMER FOR A TOTAL OF \$8,381.00.

\* \* \* \* \*

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

1. The attached low qualified bid of Girard Machinery and Supply Company, dated December 17, 1962 to furnish the City of San Antonio, Department of Public Works - Special Projects with one hydra-hammer for the amount of \$8,381.00, Less \$770.00 - 10 days is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-21-01.
- 3.. All other bids received are hereby rejected.
4. Passed and Approved this 26th day of December, 1962.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister;  
MAYOR

AN ORDINANCE 30988

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF BLACKWELL BURNER COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH THREE PATCH POT KETTLES FOR A TOTAL OF \$1,250.00.

\* \* \* \* \*

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

1. The attached low qualified bid of Blackwell Burner Company, Dated December 17, 1962 to furnish the City of San Antonio, Department of Public Works - Special Projects with three 115 Gallon patch pot kettles, Blackwell Model UKF-115 for a total of \$1,250.00, less 2%-10 days is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-21-01 (Special Projects) Code 5-20.
3. PASSED AND APPROVED this 26th day of December, 1962.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

AN ORDINANCE 30989

*Payment by  
auth ord 32198  
March 26, 1964*

ACCEPTING THE LOW QUALIFIED BID OF YANKEE WALTER CORPORATION TO FURNISH THE SAN ANTONIO INTERNATIONAL AIRPORT WITH ONE AIRCRAFT FIRE & RESCUE TRUCK AND APPROPRIATING THE SUM OF \$97,698.00 FROM INTERNATIONAL AIRPORT BOND & CONSTRUCTION FUND 803-04 FOR PAYMENT OF SAME.

\* \* \* \* \*

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

1. The attached low qualified bid of Yankee Walter Corporation dated December 12, 1962 to furnish the City of San Antonio International Airport with one Aircraft Fire & Rescue Truck in the net amount of \$97,698.00 is hereby accepted.
2. The Appropriation of \$97,698.00 is hereby authorized from International Airport Bond & Construction Fund 803-04, Code 5-16 for payment to Yankee Walter Corporation for one Aircraft Fire & Rescue Truck.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 26th day of December, 1962.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

A RESOLUTION

CONGRATULATING THE STATE CHAMPION BRACKENRIDGE HIGH SCHOOL FOOTBALL TEAM.

WHEREAS, the Brackenridge High School Eagles after three early seasons losses, won the district football title and qualified for the State Class 4A play-offs, and

WHEREAS, The Eagles entered each of the Elimination games as a decided underdog, and

WHEREAS, this gallant Cinderella Football team, with confidence in its wide open style of play, great determination and teamwork, overwhelmed four highly rated opponents to win the State championship, and

WHEREAS, it is a signal honor which the Brackenridge Eagles have Brought to its school and the City of San Antonio, and deserves recognition, NOW THEREFORE:

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

1. The 1962 Brackenridge High School Football Team and its coaching staff are congratulated for their splendid success in bringing to San Antonio the Class 4A State Championship.

2. Be it further resolved that the period of December 26th, 1962 through January 25th, 1963 is hereby designated as

"BRACKENRIDGE EAGLES MONTH"

in San Antonio and urge all organizations and citizens generally to recognize the accomplishments of the "Brackenridge Eagles" and extend to them appreciation and friendly confidence by attending the joint festivities planned for them during the coming month.

PASSES AND APPROVED This 26th day of December, 1962.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister, am  
/s/ MAYOR PRO-TEM

AN ORDINANCE 30990

AUTHORIZING THE EXPENDITURE OF THE SUM OF \$1,300.00 FROM PARKS IMPROVEMENT BOND FUND 479-18 FOR PURCHASE OF MATERIALS IN CONSTRUCTION OF A PARKING LOT AT WEST SIDE PARK.

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

1. The Expenditure of the Sum of \$1,300.00 from Parks Improvement Bond Fund 479-18 for the purchase of materials to be used in the construction of a parking lot at West Side Park is hereby authorized.

2. PASSED AND APPROVED THIS 26th day of December, 1962.

W. W. McAllister, C. Gunabream  
Mayor

ATTEST: J. H. Inselmann  
CITY CLERK

AN ORDINANCE 30991

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

\* \* \* \* \*

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

1. That the property owned by the First Baptist Church, the same being Lot 4, New City Block 1760, Account No. 27-2473, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: This property consists of a vacant lot that has been paved and converted into a parking area utilized by members of the First Baptist Church while attending religious services.

2. That the property owned by the Huisache Avenue Baptist Church, the same being the same being the W. Irr. 25.8' of Lot 18, Block 85, New City Block 3254, Account No. 51-905-22, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: This property consists of a vacant lot that has been converted into a parking area that is utilized by members of the Huisache Avenue Baptist Church while attending religious services.

3. That the property owned by the Laurel Heights Methodist Church, the same being Lot 9 and the W. 1/2 of Lot, Block, 14, New City Block 1838, Account No. 30-560, Located in the City of San Antonio, Bexar County, Texas, Be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from city Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: This property consists of a vacant lot that has been curbed and paved, and is now utilized as a parking area by members of the Laurel Heights Methodist Church while attending services.

4. That the property owned by the Dellview Church of the Nazarene, the same being Lot 20, Block 36, New City Block 9758, Account No. 560-1032, 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 Con-

stitution 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 1955 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 Sunday School Building owned by the Dellview Church of the Nazarene has been constructed on this property and regular classes are held therein.

5. That the property owned by the Eastwood Christian Church, the same being Lot 17-A, New City Block 10735, Account No. 138-2692, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this property consists of a one-story dwelling that is occupied by Reverend James Mantooth, Pastor of the Eastwood Christian Church.

6. That the property owned by the Beautiful Savior Lutheran Church, the same being Lot 14, Block 12, New City Block 12602, Account No. 171-1511, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement on this lot is a one-story residence that is occupied by the Reverend G. L. Nichols, Pastor of the Beautiful Savior Lutheran Church.

7. That the property owned by the Presbytery of Alamo of United Presbyterian Church in the U. S. A., the same being the S. 52.6' of Lot 6, Block 4, New City Block 2256, Account No. 36-1177, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement located on this property consists of a one-story hollow tile building that is utilized as a mission house and classroom for retarded children under the sponsorship of the San Antonio Council for Retarded Children.

8. That the property owned by the South San Antonio Pentecostal Church, the same being the N. 90' of 9 and 10, Block 19, New City Block 8915, Account No. 548-287, 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 South San Antonio Pentecostal Church has been constructed on this property and regular religious services are being held therein. The pastor, Reverend W. W. Fletcher, resides in a portion of this structure.

9. That the property owned by the Most Reverend Robert E. Lucey, Archbishop of San Antonio, the same being Lot 6, Block 10, New City Block 2021, Account No. 33-339, 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 exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of The State of Texas.

NOTE: The Improvement on this property consists of a two-story frame structure that is utilized in connection with the activities of St. Ann's School. The Second floor thereof is used for storing school equipment.

10. That the property owned by St. Mary's Hall, Inc., the same being Lots 17 and 18, Block 3, New City Block 1722, Account No. 27-2079, 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 Year 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: This property adjoins St. Mary's Hall, and is utilized as part of the campus and also for parking purposes.

11. That the property owned by the Houston Terrace Church of the Nazarene, the same being Lot 26 and the E. 815' of Lot 25, New City Block 10695, Account No. 138-1677, located in the City of San Antonio, Bexar County, Texas, be and the same is hereby declared to be of an exempt character and not subject to municipal ad valorem taxation; therefore, tax exemption from City Taxes is hereby granted and said property is hereby exempt from taxation effective June 1, 1962, and to continue from year to year as long as said property continues to qualify for tax exemption under the Constitution and Laws of the State of Texas.

NOTE: The improvement located on this property consists of a one-story dwelling that is occupied by Reverend J. M. Harrison, Pastor of the Houston Terrace Church; of the Nazarene.

PASSED AND APPROVED this 26th day of December, 1962.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

AN ORDINANCE 30991-A

MANIFESTING AN AGREEMENT FOR RENEWAL FOR THE ONE-YEAR PERIOD ENDING DECEMBER 31, 1963, OF A LEASE TO ALL AMERICAN MAINTENANCE, INC., OF SPACE IN HANGAR 2 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, a municipal corporation, and All American Maintenance, Inc., a Texas private corporation acting by and through its designated officers pursuant to a resolution of its board of directors, as follows:

a. The lease of space at Hangar 2 at San Antonio International Airport (Lease Area 2-2) from the City as Lessor to All American Maintenance, Inc., as Lessee, executed February 28, 1962, approved by Ordinance 30161, is hereby extended for a one-year period ending December 31, 1963.

b. All terms, conditions and covenants contained in said lease shall remain in force during the term of such extension.

2. PASSED AND APPROVED this 26th day of December, 1962.

ATTEST: J. H. Inselmann,  
CITY CLERK

W. W. McAllister,  
MAYOR

AN ORDINANCE 30991-B

AUTHORIZING AN AMENDMENT TO A LEASE AT INTERNATIONAL AIRPORT TO ALL AMERICAN MAINTENANCE, INC., TO INCLUDE AN ADDITIONAL AREA: AND AUTHORIZING APPROVAL OF A PLEDGE OF THE AMENDED LEASE TO EQUIPMENT ACCEPTANCE CORP.

\*\*\*\*\*

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

1. The City Manager is authorized to execute an agreement to the lease (Lease Area 17) dated August 20, 1957, authorized by Ordinance #25356 on August 1, 1957, assigned to all American Maintenance, Inc., lessee, under Ordinance #29946 on November 8, 1961, and approving a pledge by said lessee of the amended lease as to a portion of the premises to Equipment Acceptance Corp. as collateral in financing construction of improvements thereon.

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

3. PASSED AND APPROVED this 26th day of December, 1962.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister,  
MAYOR

STATE OF TEXAS  
COUNTY OF BEXAR

K NOW ALL MEN BY THESE PRESENTS:

That 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. 30991-B, hereinafter called "City", and All American Maintenance, Inc., a Texas private corporation, hereinafter called "Lessee", acting by and through its designated officers pursuant to a resolution of its Board of Directors, WITNESSETH:

I.

The lease of an area (Lease Area 17) at San Antonio International Airport, Dated August 20, 1957, authorized by Ordinance 25365 and assigned to Lessee pursuant to Ordinance 29946 of November 8, 1961, is hereby amended as follows:

A. An additional Area, 75 X 250 Ft., containing 18,750 square ft. (shown by exhibit 1 hereto), is added to the premises leased by City to Lessee under the aforesaid lease.

B. Lessee shall pay additional rental to City at the Rate of \$0.02 per square Ft. per year (\$375.00 per year).

C. Lessee shall submit to City an additional bond of \$1,000 (or increase the present bond to \$2,000) to secure compliance with the provisions of said lease, as amended.

D. It is agreed and understood that this lease of additional premises by City to Lessee shall be without cost or expense to City.

E. The Effective date of this amendment shall be the 1st day of January, 1963.

F. All other terms, conditions and covenants of the aforesaid lease shall remain in force during the balance of the term thereof.

II.

Pledge of the aforesaid lease as amended, as to a certain portion of the premises, 122 X 250 feet (shown by Exhibit 2 hereto), by Lessee to Equipment Acceptance Corporation as collateral or security in financing construction of improvements on such portion of the leased premises is hereby authorized; provided however, that approval of such pledge does not constitute a release of said Lessee from any of the terms, conditions or obligations of said lease nor does it constitute a release or exoneration of the surety company from any of its obligations on the bond to the City issued pursuant to said lease.

Executed in duplicate originals this 31st day of December, 1962.

ATTEST: J.H. Inselmann  
CITY CLERK

CITY OF SAN ANTONIO  
BY: David A. Harner  
ASSISTANT CITY MANAGER

AN ORDINANCE 30992

AUTHORIZING EXECUTION OF A GROUND LEASE AT INTERNATIONAL AIRPORT FOR A 25-YEAR TERM TO EXECUTIVE AIRLINES, INC.

\* \* \* \* \*

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

1. The City Manager is authorized to execute a ground lease (Lease Area 334) at San Antonio International Airport for a 25-year term beginning January 16, 1963.
2. A copy of said lease (and exhibits thereto) is attached hereto and incorporated herein.
3. PASSED AND APPROVED this 26th day of December, 1962.

ATTEST: J. H. INSELMANN  
CITY CLERK

W. W. MCALLISTER  
MAYOR

LEASE NO. 334

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS

COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texar Municipal Corporation, acting by and through David A. Harner, its Assistant City Manager, pursuant to Ordinance No. 30992 adopted December 26, 1962, (Hereinafter called "Lessor"), and Executive Airlines, a private corporation, chartered under the laws of Texas, acting by and through its designated officers pursuant to resolution of its Board of Directors, (hereinafter called "Lessee"), WITNESSETH:

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

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

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

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

ARTICLE I

1. Premises

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

Lease Area No. 334 containing 293,785 sq. ft. described in Exhibit 2.

Exhibit 2 shows setback restrictions for various types of buildings on this tract.

2. BASE RENTAL

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

| Sq. Ft. | Annual Rate<br>Per Sq. Ft. | Annual<br>Rental | Monthly<br>Rental |
|---------|----------------------------|------------------|-------------------|
| 293,785 | \$.04                      | \$11,751.40      | \$979.28          |

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

3. TERM

The term of this lease shall be for the 25 year period beginning January 16, 1963.

4. USE(S) OF PREMISES

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

5. LIABILITY INSURANCE

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

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$12,000 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

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

8. SPECIAL PROVISIONS

The special provisions contained in Exhibit 3, attached hereto, are incorporated herein by reference.

EXECUTED THIS 26th day of December, 1962.

ATTEST: J. H. Inselmann  
City Clerk

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

AN ORDINANCE 30993

*amended  
ord 32732  
9/10/64*

AUTHORIZING THE EXECUTION OF A LEASE WITH AERONAUTICAL RADIO, INC., FOR CERTAIN SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT.

\* \* \* \* \*

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

1. The City Manager is hereby authorized to execute a lease with Aeronautical Radio, Inc., for certain space in Bay 4, Building 130, San Antonio International Airport for a period of one (1) year, starting October 1, 1962. A copy of said lease is attached hereto and incorporated herein for all purposes.

2. PASSED AND APPROVED this 26th day of December, 1962.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

LEASE NO. 130-4B

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS  
COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through David A. Harner, its Assistant City Manager, pursuant to Ordinance No. 30993 adopted December 26th, 1962, (hereinafter called "Lessor"), and Aeronautical Radio, Inc., 1700 "K" Street N. W., Washington 6, D.C., a corporation incorporated under the Laws of Delaware

(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: 130 Bay 4 - 237 1/2 Square Feet
- B. Ground:

2. BASE RENTAL

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

| Premises     | Sq. Ft. | Annual Rate Per Sq. Ft. | Annual Rental      | Monthly Rental |
|--------------|---------|-------------------------|--------------------|----------------|
| A. Building: | 237 1/2 | \$.48                   | \$300.00 (minimum) | \$25.00        |
| B. Ground:   |         |                         |                    |                |

3. TERM

The term of this lease shall be for the one-year period beginning October 1, 1962.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other: Remote radio site associated with Lessee's VHF Network System.

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum -) of \$25,000.00 for one person and \$50,000.00 for one accident on personal liability, and \$5,000.00 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and it shall name Lessor as a co-insured. Such policy shall contain the following provision: It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. ELIMINATED (PERFORMANCE BOND)7. STANDARD PROVISIONS AND COVENANTS

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

8. SPECIAL PROVISIONS

- A. Access into leased space.
- B. Antena on pole just outside of the building.
- C. A Certified check in the amount of \$300, as a prepayment of full year's rent, shall be tendered by Lessee in lieu of a performance bond requirement.

EXECUTED this 26th day of December, 1962.

CITY OF SAN ANTONIO, Lessor

BY: David A. Harner,  
Assistant City Manager

## AN ORDINANCE 30994

EXERCISING THE CITY'S OPTION UNDER A CONTRACT WITH JOSEPH HARRIS AMBERSON AND AUTHORIZING PAYMENT OF THE SUM OF \$10.00 OUT OF INTERNATIONAL AIRPORT ADMINISTRATION FUND #804 TO AMCO TRUST, INC., ASSIGNEE.

\* \* \* \* \*

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

1. The City of San Antonio hereby exercises the option provided in paragraph 8 of the contract dated December 13, 1951, between the City and Joseph Harris Amberson, executed pursuant to Ordinance 16780.

2. The instrument (quitclaim and bill of sale) executed December 11, 1962, by Amco Trust, Inc., Assignee under the aforesaid contract, is hereby accepted and the same shall be filed with the County Clerk of Bexar County, A copy of same is attached hereto and incorporated herein.

3. Payment of the sum of \$10.00 out of International Airport Administration Fund #804, Code 2-08, to Amco Trust, Inc., is hereby authorized.

4. PASSED AND APPROVED THIS 26th day of December, 1962.

ATTEST: J. H. Inselmann  
CITY CLERK

W. W. McAllister  
MAYOR

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THAT, AMCO TRUST INC., of the County of Bexar, State of Texas, hereinafter called "Grantor", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to Grantor in hand paid by the City of San Antonio, hereinafter called "Grantee," of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED and RELEASED, and by these presents does BARGAIN, SELL, QUITCLAIM AND RELEASE, unto the said Grantee, all of Grantor's right, title, interest and estate in and to the following described property situated in Bexar County, Texas, to-wit:

All of that property, personal and/or real belonging to and claimed by Grantee under contract dated December 13, 1951, manifested by City of San Antonio Ordinance 16780, being the same contract as that assigned to Grantor by instrument dated May 1, 1957, recorded at Volume 4015, Page 564, of the Deed Records of Bexar County, Texas, including the 46 hangars described therein now known as Bldgs. 7, 8, 11, 12, 13, and 14 at San Antonio International Airport and any interest in land purchased by Grantee for said airport;

together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto the said Grantee, its successors and assigns forever.

WITNESS our hands this 11 day of December, 1962.

AMCO TRUST, INC.

AMCO TRUST, INC.

ATTEST: Rosemary Amberson  
Secretary

BY: J. SMITH  
President

STATE OF TEXAS  
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Joe H. Amberson, Jr., President of Amco Trust, Inc., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said AMCO TRUST, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 12th day of December, 1962.

Sylvia Nichols  
Notary Public, in and for  
Bexar County, Texas

## AN ORDINANCE 30995

APPROPRIATING THE SUM OF \$122,855.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U.S. 90 WEST, STORM DRAINAGE #43 PROJECT, STORM DRAINAGE #55 PROJECT, KELLY ACCESS ROAD PROJECT AND ACCEPTING ONE DEDICATION FOR STORM DRAINAGE #55 PROJECT: AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM IN CONNECTION WITH PARCELS 5276 and 5277.

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

1. The sum of \$75,550.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

- a. \$2,400.00 payable to Stewart Title Company as escrow agent for Willie Salazar, et al for title to 1.0375 acres of land, more or less, in New City Block 3694, being Parcels 42-4342 & 43-4343.
- b. \$8,200.00 payable to Stewart Title Company as escrow agent for Frank Castaneda for title to Lots 52 and 53, Block 12, New City Block 3495, being Parcel 344-4644.
- c. \$12,650.00 payable to Stewart Title Company as escrow agent for Thomas G. Lowery and Carolina Lowery for Title to 0.0577 of an acre of land, more or less, same being out of and a part of Lots 10 and 11, Block 1, New City Block 3484, being Parcel 357-4657.
- d. \$13,500.00 payable to Stewart Title Company as escrow agent for E. B. Marsh for Title to 0.7863 of an acre of land, more or less, in New City Block 11313, being Parcel 490-4790.
- e. \$2,500.00 payable to Stewart Title Company as escrow agent for Jodie Richard Hay and Josie Hay for title to Lot 24, Block 5, New City Block 11323, being Parcel 512-4812.
- f. \$2,500.00 payable to Stewart Title Company as escrow agent for Abundio Gonzales, Jr. and Antonia Gonzales for Title to lot 26, Block 5, New City Block 11323, being Parcel 514-4814.
- g. \$3,250.00 payable to Stewart Title Company as escrow agent for Richard V. Montesdeoca and Eloise R. Montesdeoca for title to lots 4 and 5, Block 32, New City Block 8070, being Parcel 583-4883.
- h. \$30,550.00 payable to Stewart Title Company as escrow agent for Robert L. Jowers for title to 1.4262 acres of land, more or less, in New City Block 8115, being Parcel 616-4916.

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 \$2,250.00 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. \$2,250.00 payable to Guardian Abstract and Title Company as escrow agent for Martin Rivas, Maria S. Rivas and J.R. Locke for easement over a tract of land out of lot 42, Block 3, New City Block 3457, being Parcel 5224. A copy of said easement agreement is filed herewith and incorporated herein by reference.
- b. A Warranty Deed from Florence Parker, et al, for title to a tract of land out of Lot 24, block 15, New City Block 3233 (Parcel 5276) and a tract of land out of Lot 25, Block 15, New City Block 3233, (Parcel 5277) is hereby accepted. A copy of said Warranty Deed is filed herewith and incorporated herein by reference. For and in consideration of the Aforementioned Warranty Deed the City Manager is hereby authorized to execute a Quitclaim to Florence Parker, et al, to a tract of land out of Lot 23, Block 15, New City Block 3233 and being more particularly described in the quitclaim attached hereto.

3. The sum of \$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 Oscar H. Fischer and Bernice L. Fischer for easement over a triangular portion of Lot 14, Block 11, New City Block 7613, being Parcel 5528 and an irregular portion out of Lot 13, Block 11, New City Block 7613, being Parcel 5529. A copy of said easement agreement is filed herewith and incorporated herein by reference.
- b. Easement Dedication to portion of the south 75 Feet of Lot 21 and Lot 22, and the

North 50 feet of Lot 22 and the North 50 feet of Lot 22, block 1, New City Block 7626, granted by the City Public Service Board is hereby accepted (Parcels 5540, 5541, and 5542). A copy of said Easement Dedication is filed herewith and incorporated herein by reference. In consideration of said dedication it is hereby agreed that the City will reimburse the City Public Service Board for the relocation of certain of their lines that now cross the dedicated area. Estimated cost of said relocation, \$1,435.00, will be payable from the contingency Account, Storm Drainage #55 Project.

4. The sum of \$44,555.00 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. \$2,055.00 payable to Guardian Abstract and Title Company as escrow agent for Raymond Esparza Rosales and Christine M. Rosales for Title to Part of Lot 4, Block 4, New City Block 10478, being Parcel 5589.

B. \$42,500.00 payable to Guardian Abstract and Title Company as escrow agent for Glen Beam, Dona L. Cramer and Carl A. Cramer, for Title to all of the remainder of a certain 1.58 acre tract of land out of O.C.L. 8, Range 1, District 6, New City Block A-62, being Parcel 5614.

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

5. PASSED AND APPROVED this 26th day of December, 1962.

ATTEST: J. H. Inselmann  
City Clerk

W. W. McAllister  
MAYOR

AN ORDINANCE 30996

APPROPRIATING CERTIAN 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 #43 PROJECT; STORM DRAINAGE #58 PROJECT; STORM DRAINAGE#39 PROJECT; GUADALUPE STREET GRADE SEPARATION PROJECT; KELLY ACCESS ROAD PROJECT; AIRPORT CLEAR ZONE PROJECT AND NORTH SECTION U. S. #87 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 \$ 1.80

for recording fee on Parcel No. 11-4311.

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

for recording fee on Parcel No. 14-a 4314.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . . for the sum of \$ 1.95

for recording fee on parcel No. 28-4328.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . . for the sum of \$ 5.15

for recording fee for 2 deeds on Parcels 37-4337 & 47-4347.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . . for the sum of \$ 2.45

for recording fee on Parcel No. 169-4469.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . . for the sum of \$ 3.30

for recording fee on Parcel No. 173A-4473.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas. . . . . For the sum of \$ 1.95

for recording fee on Parcel No. 181-4481.

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

for recording fee on Parcel No. 190-4490.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . . for the sum of \$ 3.30

for re-recording fee on Parcel No. 211-4511.

STEWART TITLE COMPANY for the sum of \$ 4.90  
514-21 Brady Building  
San Antonio 5, Texas . . . . .

for recording fees for 2 deeds on Parcels 223-4523 & 234-4534.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 1.70

for recording fee on Parcel No. 316-4616.

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

for recording fee on Parcel No. 352-4652.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 15.00

for cancellation fee for land not needed on Parcel #417-4717-A.  
(this bill will be paid entirely by City Funds).

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

for recording fee on Parcel No. 554-4854.

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, Perrin - Beitel Road to Fratt and Nacogdoches Road to Perrin Beitel Road, in payment for Statements attached hereto:

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 6.30

for recording certified copy of judgement on Parcel #3-3732.

R. E. HENDRICKSON, Court Reporter  
Bexar County Court House  
San Antonio 5, Texas . . . . .for the sum of \$ 58.50

for excerpts of testimony in Parcel No. 39-3765.

R. E. HENDRICKSON, Court Reporter  
Bexar County Court House  
San Antonio 5, Texas . . . . .for the sum of \$ 85.00

for reporting service on Parcel No. 39-3765.

C. RAY DAVIS  
725 W. Kings Highway  
San Antonio 1, Texas . . . . .for the sum of \$250.00

for preparation pre-trial conference & Testimony in Parcel No. 30-4157.

HAROLD WAIDE, Court Reporter  
Bexar County Court House  
San Antonio 5, Texas . . . . .for the sum of \$175.00

for reporting service on Parcel No. 30-4157.

STEWART TITLE COMPANY  
514-21 Brady Building  
San Antonio 5, Texas . . . . .for the sum of \$ 8.45

for recording certified copy of Judgement on Parcel #2-4127.

3. The followings 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. 5226.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 67.50

for title company charges on Parcel nos. 5231 & 5232.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 74.00

for title company charges on Parcel Nos. 5235 & 5236.

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. 5240.

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 49.55

for title company charges on Parcel No. 5271.

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. 5275.

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

for preliminary title expense on Parcel No. 5278.

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

GUARANTY ABSTRACT & TITLE COMPANY  
Suite 200 Milam Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 51.55

for title company charges on Parcel No. 5368 .

GUARANTY ABSTRACT & TITLE COMPANY  
Suite 200 Milam Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 51.95

for title company charges on Parcel Nos. 5407 Thru 5410.

GUARANTY ABSTRACT & TITLE COMPANY  
Suite 200 Milam Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$ 51.40

for title company charges on Parcel Nos. 5423 & 5424.

5. 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 Street  
San Antonio 5, Texas . . . . . for the sum of \$ 48.40

for title company charges on Parcel Nos. 5508 and 5509.

6. The following sums are hereby appropriated out of Guadalupe Street Grade Separation Bonds, Series 1961, Fund No. 479-17 Project, in payment for statements attached hereto:

ALAMO TITLE COMPANY  
201 W. Travis St.  
San Antonio 5, Texas . . . . . for the sum of \$138.50

for title company charges on Parcel No. 5296.

NELSON CORY, JR.  
717 Ridgemoor St.  
San Antonio, Texas . . . . . for the sum of \$200.00

for preparation for and in testimony on Parcel No. 5307.

NELSON CORY, JR.  
717 Ridgemoor St.  
San Antonio, Texas . . . . . for the sum of \$250.00

for updating appraisal and pre-trail conference on Parcel #5307.

CHARLES H. NOBLE, JR.  
Alamo National Bank Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$175.00

for services as commissioner on Parcel No. 5307.

R. C. Booton  
715 E. Houston Street  
San Antonio, Texas . . . . . for the sum of \$175.00

for services as commissioner on Parcel No. 5307.

C. STANLEY BANKS, JR.  
106 E. Crockett  
San Antonio, Texas . . . . . for the sum of \$175.00

for services as commissioner on Parcel No. 5307.

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

GUARDIAN ABSTRACT & TITLE COMPANY  
626 Petroleum Commerce Bldg.  
San Antonio 5, Texas . . . . . for the sum of \$115.95

for title company charges on Parcel No. 5591.

8. The following sums are 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 statements attached hereto:

PHOTO RESEARCH  
Gunter Building  
San Antonio 5, Texas . . . . . for the sum of \$ 22.00

for photos and expense for Parcel No. 2556.

PHIL M. MEDLIN, Sheriff of Guadalupe County  
Seguin, Texas . . . . . for the sum of \$ 7.00

for serving paper on Parcel No. 2551.

WALTER FELLERS, Sheriff of Comal County  
New Braunfels, Texas . . . . .for the sum of \$ 5.90

for four citations served on Parcel No. 2551.

9. The following sum is hereby appropriated out of Expressway and Street Improvement Bond, Series 1955, Section A., Fund No. 478-01 North Section U. S. #87 Project, in Payment for Statement attached hereto:

FRED HUNTRESS, Clerk  
Bexar County Court House  
San Antonio 5, Texas . . . . .for the sum of \$ 1.50

for bill of costs on Parcels 1767 and 1770.

10. PASSED AND APPROVED this 26th day of December, A. D., 1962.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 30997

AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEASE OF A SPECIAL CURBING ASSESSMENT LIEN ON PROPERTY OWNED BY PHIL C. SHOOK, JOHN R. SHOOK, MARGARET SHOOK MITCHELL AND MARTHA SHOOK MITCHELL.

\* \* \* \* \*

WHEREAS, the City levied certain special assessments for the curbing of portions of Broadway on the abutting owners in Ordinance 26978, passed and approved October 2, 1958; and,

WHEREAS, the assessment levied against Phil C. Shook on Lot 1, New City Block 11926 amounted to \$140.00; and,

WHEREAS, the assessment levied against Phil C. Shook, John R. Shook, Margaret Shook Mitchell and Martha Shook Mitchell on Lot 6, New City Block 11926, amounted to \$315.53; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute the following release of the assessment lien to:
  - a. Phil C. Shook, on Lot 1, NCB 11926, in consideration of the payment of \$140.00
  - b. Phil C. Shook, John R. Shook, Margaret Shook Mitchell and Martha Shook Mitchell in consideration of the payment of \$315.53.
2. The release is attached hereto and made a part hereof.
3. PASSED AND APPROVED this 26th day of December, 1962.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

Broadway Curbing Project

RELEASE OF LIEN

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Antonio, a municipal Corporation of Bexar County, State of Texas, levied a curbing assessment lien against the property of Phil C. Shook, said property having frontage on Broadway in the City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

Lot 1, New City Block 11926, San Antonio, Bexar County, Texas

THAT said lien was based on assessment rate of \$1.00 per front foot on Broadway for the purposes of constructing curbing improvements and that said lien was levied in

Ordinance No. 26,978, passed and approved by the City Council of the City of San Antonio on October 2, 1958; and as amended by Ordinance No. 28,204, passed and approved December 30, 1959; that a total lien of \$140.00 was levied upon the property of Phil C. Shook in said ordinance, said property constituting Lot 1, New City Block 11926 located within the City limits of San Antonio, Bexar County, Texas.

That the aforementioned curbing assessment lien is recorded in the Deed of Trust Records of Bexar County, Texas, and is to be found therein in Volume 4402, Page 203.

NOW, THEREFORE, for and in consideration of the payment of \$140.00, plus 7% interest from January 1, 1960, the receipt of which is hereby acknowledged, the City of San Antonio, acting by and through its City Manager, pursuant to and authorized by Ordinance No. 30997, of which this release is a part, does hereby release and discharge the curbing assessment lien levied against Phil C. Shook, Lot 1, New City Block 11926, and no others.

EXECUTED this 26th day of December, 1962.

B. J. SHELLEY,  
City Manager

STATE OF TEXAS  
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared B. J. Shelley, City Manager of the City of San Antonio, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of the City of San Antonio and in the capacity therein stated.

WITNESS MY HAND AND SEAL OF OFFICE this 26th day of December, 1962.

J. H. INSELMANN  
Notary Public in and for Bexar  
County, Texas

AN ORDINANCE 30998

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 26th day of December, A. D., 1962.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

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

Walter C. Gunstream  
M A Y O R Pro-tem

ATTEST: J. H. Inselmann  
City Clerk

EXHIBIT "A"

FIELD NOTES FOR PROPOSED ANNEXATION  
ORDINANCE NO. 30998

BEGINNING at a point on the present City Limits Line, said point being on the north line of Rittiman Road at a cut-off with Interstate Highway No. 35, said point being also S 39° 59'E, a distance of 51.43 feet from the east line of Interstate Highway No. 35.  
THENCE; N 10° 18' E, along the present City Limits Line, a distance of 182.88 feet to a point.

THENCE; S 79° 43' E, a distance of 527.03 feet to a point.  
 THENCE; S 0° 25' E, a distance of 165.77 feet to a point on the north line of Rittiman Road.  
 THENCE; S 89° 51' W, along the north line of Rittiman Road, a distance of 211.72 feet to a point.  
 THENCE; N 68° 13' W, along the north line of Rittiman Road, a distance of 32.28 feet to a point.  
 THENCE; N 89° 56' W, along the north line of Rittiman Road, a distance of 253.57 feet to a point on the above-mentioned cut off.  
 THENCE; N 39° 59' W, along said cut-off, a distance of 89.02 feet to the point of beginning, and containing 2.53 acres of land.

AN ORDINANCE 30999

AMENDING ORDINANCE NO. 28156, 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 28156, 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 26th day of December, A.D., 1962.

W. W. McAllister  
M A Y O R

ATTEST: J. H. Inselmann  
City Clerk

8. PASSED AND APPROVED this 26<sup>th</sup> day of Dec, 1962.

ATTEST: J. H. INSELMANN  
City Clerk

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 south line of Austin Highway.  
 THENCE; in a northeasterly direction along the south line of Austin Highway to a point on the east line of Toepperwein Road.  
 THENCE; in a southeasterly direction along the east line of Toepperwein Road to a point on the south line of Miller Road.  
 THENCE; in a southwesterly direction along the south line of Miller Road to a point 500.00 feet measured at right angles, east of the east line of Kohaut Boulevard.  
 THENCE; south to a point on the south line of the Southern Pacific Railroad.  
 THENCE; in a southwesterly direction, along the south line of the Southern Pacific Railroad to a point on the extension of a line 500.00 feet measured at right angles, east of the east line of Foster Road.

THENCE; in a southerly direction along a line 500.00 feet measured at right angles, east of the east line of Foster Road to a point 500.00 feet measured at right angles, to the south line of U. S. Highway 90 East.

THENCE; in a southwesterly direction along a line 500.00 feet, measured at right angles, south of the south line of U. S. Highway 90 East to a point on the present City Limits Line.

THENCE; in a northerly direction, along the present City Limits Line to a point on the north line of Rittiman Road at a cut-off with Interstate Highway No. 35, said point also being S 39° 59' E, a distance of 51.43 feet from the east line of Interstate Highway No. 35.

THENCE; S 39° 59' E, along said cut-off, a distance of 89.02 feet to a point on the north line of Rittiman Road.

THENCE; S 89° 56' E, along the north line of Rittiman Road, a distance of 253.57 feet to a point.

THENCE; S 68° 13' E, along the north line of Rittiman Road, a distance of 32.28 feet to a point.

THENCE; N 89° 51' E, along the north line of Rittiman Road, a distance of 211.72 feet to a point.

THENCE; N 0° 25" W, a distance of 165.77 feet to a point.

THENCE; N 79° 43' W, a distance of 527.03 feet to a point on the present City Limits Line.

THENCE; in a northerly direction along the present City Limits Line, to the point of beginning and containing 17.356 square miles of land, more or less. This area excludes the City of Windcrest and the City of Kirby.

AN ORDINANCE 31000

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF PEARCE EQUIPMENT COMPANY, DIVISION OF WAUKASHA SALES AND SERVICE, INC. TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH TWO PORTABLE AIR COMPRESSORS FOR A NET TOTAL OF \$7,280.00.

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

1. The attached low qualified bid of Pearce Equipment Company, Division of Waukasha Sales and Service, Inc. dated December 17, 1962 to furnish the City of San Antonio Department of Public Works with two Davey 125 RP Portable Air Compressors for a net total of \$7,280.00 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 90-21-01.
3. All other bids received are hereby rejected.
4. Passed and Approved this 26th day of December, 1962.

W. W. McAllister  
MAYOR

ATTEST: J. H. Inselmann  
City Clerk

AN ORDINANCE 31001

AUTHORIZING EXECUTION OF A LEASE TO ADA OIL CO. OF CERTAIN SPACE AT INTERNATIONAL AIRPORT; and MANIFESTING AN AGREEMENT TERMINATING THE LEASE OF THE SAME AREA WITH EXECUTIVE AIRLINES.

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

1. This ordinance manifests an agreement between the City of San Antonio, as Lessor, and Executive Airlines, Inc., as Lessee, terminating the lease contract dated October 25, 1961, executed pursuant to Ordinance 29911. This termination is effective the 30th day November, 1962.
2. The City Manager is authorized to execute a lease (Lease Area 87) of the area covered by the lease described in Paragraph 1 hereof, between the City as Lessor and Ada Oil Co. as Lessee.
3. A copy of said lease is attached hereto and incorporated herein.
4. PASSED AND APPROVED this 26th day of December, 1962.

W. W. McAllister  
MAYOR

ATTEST: J. H. Inselmann  
City Clerk

LEASE NO. 87

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS

COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas

Municipal Corporation, acting by and through DAVID A. HARNER, its Assistant City Manager, pursuant to Ordinance No. 31001 adopted December 26th, 1962, (Hereinafter called "Lessor") and Ada Oil Company of Houston, Texas, a corporation incorporated under the laws of Delaware, acting by and through its designated officers pursuant to a resolution of its board of Directors, (hereinafter called "Lessee",) WITNESSETH:

#### 1. DESCRIPTION OF PREMISES DEMISED

The Lessor does hereby and by these presents demise and lease unto the 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:

B. Ground: 14,000 Sq. Ft., more or less, more particularly described in the filed notes attached hereto.

#### 2. BASE RENTAL

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

| <u>Premises</u> | <u>Sq. Ft.</u> | <u>Annual Rate<br/>Per Sq. Ft.</u> | <u>Annual<br/>Rental</u> | <u>Monthly<br/>Rental</u> |
|-----------------|----------------|------------------------------------|--------------------------|---------------------------|
| A. Building:    |                |                                    |                          |                           |
| B. Ground:      | 14,000         | \$ .04                             | \$560.00                 | \$46.67                   |

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 five years, a period beginning January 1, 1963.

#### 4. USE(S) OF PREMISES

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

For the bulk storage and distribution of fuels and lubricants in compliance with all applicable laws, statutes, ordinances and regulations.

#### 5. LIABILITY INSURANCE

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

#### 6. PERFORMANCE BOND

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

#### 7. STANDARD PROVISIONS AND COVENANTS

The Standard Provisions and Covenants set forth in Exhibit 1, attached hereto, are incorporated herein and made a part hereof, except paragraph 1, B2, 6A & B, 9 which have been deleted therefrom.

#### 8. SPECIAL PROVISIONS

The Special Provisions set forth in Exhibit 3, attached hereto, are incorporated herein by reference.

EXECUTED this 26th day of December, 1963.

CITY OF SAN ANTONIO, Lessor

By: David A. Harner  
Assistant City Manager

ADA Oil Company, Lessee

BY: A. J. Palmer,  
Executive Vice-President

ATTEST: Clyde A. Gusenachloy  
Asst. Secretary

Box 844, Houston 1, Texas  
Mailing Address

LEASE No. 87

EXHIBIT NO. 1

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 percentage of all applicable gross receipts from all commercial operations conducted on, in or from the premises described in Paragraph 1 hereof:

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

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, or 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 data 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:

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

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

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

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

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

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

### 3. USE(s) of PREMISES:

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

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

### 4. COVENANTS BY LESSEE

#### A. ADDITIONAL CONSTRUCTION:

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

#### B. MAINTENANCE:

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

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

#### C. PAYMENT OF TAXES, ETC.:

It is an express condition of this lease that Lessee shall pay all federal, state and local government taxes, license fees and occupation taxes levied on the business conducted on the leased premises, or <sup>on</sup> 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 conditions thereof, and accepts the premises in its present condition.

K. QUALITY OF SERVICES:

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

L. HOLDING OVER:

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

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

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

6. FIELD USE CHARGES

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

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

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

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

10. GENERALA. PAYMENTS:

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

B. Landlord's Lien:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

LEASE NO. 87

EXHIBIT NO. 3  
SPECIAL PROVISIONS -  
1. RENEWAL OPTION

Lessee shall have the option to extend this lease for one additional term of 5 years, by giving Lessor written notice of the exercise thereof 30 days prior to expiration of the original term.

2. TAXES

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

3. REMOVAL ON TERMINATION

Upon the expiration or other termination of this lease, all buildings, structures, fixtures, improvements, equipment and other property bought, installed, erected, or placed by Lessee in, or about the leased premises shall be removed by Lessee. In this connection, Lessee shall have sixty (60) days after the expiration or other termination of this lease within which to effect such removal, provided, however, that during such sixty (60) days period, Lessee shall and does hereby covenant to pay the rental prescribed herein. Lessee further covenants to repair all damage, if any, resulting from the removal of such improvements. Should Lessee fail to remove said improvements within such sixty (60) day period, Lessor, at its election, shall have the right to do either of the following:  
(1) remove such improvements and Lessee hereby expressly covenants to pay the actual cost of such removal; or (2) take title to such improvements in lieu of having them removed.

4. ELECTRICITY

Lessor at its expense agrees to make available at the boundary of leased premises, normal electric power within thirty (30) days following Lessee's request therefor.

5. FENCING

Lessee shall erect adequate fencing on all sides of the leased premises on or before March 1, 1963.

6. ACCESS ROAD

Lessee shall maintain and shall have non-exclusive use of the access roadway to the leased premises. Lessor shall maintain such roadway from and after the date it extended to serve additional tenants.