

2. PASSED AND APPROVED this 28th day of August, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31718

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

* * * * *

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

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

(Case No. 1965)

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

Lot 13, NCB 10949

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 September, A.D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31719

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

* * * * *

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

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

(Case No. 1973)

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

Lot 10G, NCB 10758

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 September, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31720

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

* * * * *

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

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

(Case No. 1976)

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

Lot 10, NCB 11686

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 September, A., D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31721

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

* * * * *

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

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

(Case No. 1978)

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

That portion of Lot 1, NCB 12887 inside the City of San Antonio, Texas.

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 September, A.D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31722

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

* * * * *

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

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

(Case No. 1887)

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

Lot 21, NCB 7194

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 September, A. D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31723

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

* * * * *

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

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

(Case No. 1889)

The rezoning and reclassification of property listed as follows:

The North 75' of the west 140' of Lot 48, NCB 11371 from "B" Residence District to "E" Office District; and Lot 48, NCB 11371, except the north 75' of the west 140' thereof From "B" Residence District 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 September, A.D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31724

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

* * * * *

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

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

(Case No. 1959)

The rezoning and reclassification of property listed below as follows:

Lot 1, NCB 11898 from "A" Residence District to "B" Residence District; and Lot 2, NCB 11898 from "A" Residence District To "E" Office District.

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

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

4. PASSED AND APPROVED this 5th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31725

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 DISTRICT 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. 1949)

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

Lot 10, NCB 12163

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 September, A.,D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31726

MAKING AND MANIFESTING A CONTRACT BETWEEN THE FROST NATIONAL BANK OF SAN ANTONIO AND THE CITY OF SAN ANTONIO, TEXAS, RELATING TO THE MAKING OF LOANS, in the amount OF \$19,000,000.00 BY SAID BANK TO SAID CITY DURING THE PERIOD BEGINNING AUGUST 1, 1963, AND ENDING JULY 31, 1964; and to PAY INTEREST ON DEPOSITS TO SAID CITY FOR SAID FISCAL YEAR.

* * * * *

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

1. (a) This ordinance makes and manifests a contract between the City of San Antonio, Texas, and the Frost National Bank of San Antonio, the depository of the City, concerning the making of loans by said bank to the City for the use of the City in anticipation of the receipts from taxes levied for the City's current fiscal year, beginning August 1, 1963 and ending July 31, 1964, and the current revenues for said fiscal year as provided by the Charter of the City of San Antonio, in the amount and upon the terms stated herein.

(b) This ordinance also creates and manifests the contract of the said bank to pay interest to the City on daily balances on any and all fund accounts which may be designated as Time Accounts, subject to notice of at least thirty (30) days prior to any withdrawals, at the rate of one percent (1%) per annum, and to pay interest on daily balances of like accounts subject to notice of not less than ninety (90) days prior to any withdrawals at the rate of two and one-half percent (2 1/2%) per annum, and to pay interest on daily balances on like accounts subject to notice of not less than one hundred eighty (180) days prior to any withdrawals at the rate of three and one-half (3 1/2%) per cent per annum and to pay interest on daily balances of like accounts subject to notice of not less than one (1) year prior to any withdrawals at the rate of three and sixty two one hundredths per cent (3.62%) per annum; interest on the exact amounts of the balances and paid quarterly as it accrues, and no interests to be paid on any balances subject to check without notice.

(c) The money to be borrowed by the City from the said bank as above provided, shall be borrowed in accordance with the terms of the proposal of said bank for the loan thereof by the bank to the City, interest also being paid by the bank to the City on daily balances, all in accordance with the terms of the proposal of said bank accepted by ordinance, passed January 30, 1963, of the City Council of the City of San Antonio and recorded in the Minute Book GG, Page 568, being Ordinance No. 31067 of the City of San Antonio.

2. The money borrowed by the City hereunder shall be advanced by the Bank of legally contracted notes, which instruments shall provide for final maturity not later than July 31, 1964, with privilege of prepayment prior to maturity, which instrument shall be drawn in form acceptable to the bank.

3. Interest shall be charged and paid on the loans at the rate of twenty-four one-hundredths of one percent (24%) per annum from date thereof, calculated and payable monthly as it accrues, interest to be paid only on cash actually advanced on the notes and only from the dates of such advancement.

4. The City hereby pledges and assigns, as security for such loans, all current General Fund taxes and revenues for the fiscal year beginning August 1, 1963, and ending July 31, 1964, and all uncollected bank taxes levied for the General Fund for all previous years, and all current General Fund revenues of the City for the fiscal year beginning August 1, 1963, and ending July 31, 1964, arising from taxation and all other sources during said fiscal year, including the refunds of utility payments made by the City, as well also as the full faith and credit of the said City; provided, however, that there are excepted from the above the following: refunds for prior and current years' expenditures, compensation for sale or loss of assets, surpluses from discontinued funds, contributions from private sources, revenue applicable to redemption and payment of out-standing debts of revenue bond funds, franchise payments for privilege of maintaining curb-parking bank tellers, receipts from parking meters, and receipts from operation of San Antonio International Airport and Stinson Municipal Airport, all receipts from sewer services, and the said notes and all interest thereon shall constitute a first lien upon and against all said General Fund taxes and the revenues for said fiscal year, and said notes shall be fully paid therefrom and from said current income revenues of the City and such uncollected back taxes, before any such taxes, revenues or income or bank taxes may be lawfully appropriated to any other purpose or object whatsoever.

5. (a) The loans and advances made or to be made by the bank to the City shall be for the following purposes, for the following months, and in the following amounts, to-wit:

<u>MONTH</u>	<u>1963-64 GENERAL FUND</u>
August, 1963	-0-
September, 1963	\$ 2,000,000.00
October, 1963	2,000,000.00
November, 1963	2,000,000.00
December, 1963	2,000,000.00
January, 1964	2,000,000.00
February, 1964	2,000,000.00
March, 1964	2,000,000.00
April, 1964	2,000,000.00
May, 1964	1,000,000.00
June, 1964	1,000,000.00
July, 1964	1,000,000.00
	<u>\$19,000,000.00</u>

(b) Provided, however, that the amount of the loans and advances for all purposes shall not exceed eighty-five percent (85%) of the total estimated revenues, excluding ad valorem taxes on automobiles (which are, however, included in this pledge), for the fiscal year ending July 31, 1964, as set out in the legally adopted budget of the City for said fiscal year.

6. The Bank shall be under no obligation to lend during any calendar month any amount in excess of the amount above specified for that month, provided, if the City should borrow, during any calendar month, less than the amount specified for that month, then and in that event it may borrow the amount of such deficiency during any future month of said current fiscal year, and in the event the bank shall lend more than the amount above specified in any month, the excess shall be deducted from loans during the succeeding month or months, as the bank may specify.

7. If The City should incur, during any calendar month of said fiscal year any expenses, debts or obligations payable out of the receipts of taxes and current revenues of the City for said fiscal year, or out of said pledged back taxes in excess of the amount specified for each month in Section 5 hereof, then and in that event said bank shall at its option, stand and be released from any obligation to make further advances to the City hereunder.

8. In view of the possibility of tax strikes and litigation over payment of city taxes, it is understood that the bank reserves the right in the event of actual tax strikes or litigation over payment of city taxes, to suspend further advancements on loans of money until it is satisfied that such condition has been corrected, and said bank is vested with the right to determine for itself the existence of such condition and its correction.

9. If the City should default in the payment of any installment of the principal or of the interest on any of its bonds during the fiscal year, then and in that event said bank shall, at its option, which may be exercised when such default occurs or any time during which said default continues, stand and be released from any obligation to make further advances to the City hereunder.

10. In case any check drawn by the City or by its authority during said fiscal year upon its depository is approved by the Director of Finance, and is presented to the depository for payment, and such depository raises the question whether same is drawn pursuant to law and in accordance with this ordinance contract, and the City nevertheless insists upon payment thereof by the depository, then and in that event the bank shall, at its option, stand and be released from any obligation to make further advances to the City hereunder.

11. If said bank should at any time, for any reason, cease to be City depository under the proposal for depository contracts heretofore submitted to the City and accepted by it, or if any question should arise at any time respecting the kind, amount or value of the securities deposited or tendered by said bank to secure the City funds deposited or to be deposited with it, which is not settled to the satisfaction of said bank, then and in that event said bank shall, at its option, stand and be released from any obligation to make further advances to the City hereunder.

12. The said Frost National Bank of San Antonio, in lieu of a bond, shall pledge and deposit with the City, for the purpose of better securing the payment and accounting for City Funds and money, legally issued notes of the City of San Antonio, and/or other securities meeting the requirements of laws, specifically Article 2560, Revised Civil Statutes of the State of Texas, approved by the City, in an amount in value at all times at least equal to the amount of the City funds and moneys on deposit in said depository bank, and the City of San Antonio may accept such securities by it approved in lieu of personal or surety bond or bonds, and such securities so placed and pledged with the City by the bank shall be deposited in such bank, but such securities shall be under the dual access of the City and the bank, that is, same shall be and must be placed and deposited in a safe or safe deposit box having a dual combination, or dual lock, so that neither the City nor the bank can enter or open such safe or safe deposit box without the presence and co-operation of the other, or its proper and duly authorized representatives.

13. In case the City shall fail to comply with any of the terms and/or conditions hereof, then and in that event the bank shall, at its option, stand and be released from any obligation to make further advances to the City hereunder.

14. All loans and advances for the fiscal year ending July 31, 1964, heretofore made by the bank to the City, and all notes heretofore issued by the City and delivered to the bank, are hereby ratified and confirmed as binding legal obligations of the City and as evidencing valid indebtedness of the City to the extent the same are unpaid.

15. That forms of said General Fund notes shall be substantially as follows, said notes being numbered consecutively from 1 to 760, both inclusive, and each note being in the sum of \$25,000.00:

No. _____

\$ 25,000.00

CITY OF SAN ANTONIO
TAX ANTICIPATION NOTE FOR THE PERIOD
BEGINNING AUGUST 1, 1963, AND ENDING JULY 31, 1964

"The City of San Antonio, a municipal corporation in the County of Bexar, and State of Texas, for value received acknowledges itself indebted, and hereby promises to pay to the Frost National Bank of San Antonio at the Frost National Bank in San Antonio, or order, on or before the 31st day of July, 1964, the principal sum of Twenty-five thousand Dollars (\$25,000.00) in lawful money of the United States of America, together with interest thereon from the date hereof until paid in full, at the rate of Twenty-four One-hundredths of One Percent (.24%) per annum, calculated and payable monthly, and like rate of interest on defaulted interest, until paid; and it is expressly agreed and understood that in the event this obligation is not paid at maturity, and is placed in the hands of an attorney for collection or collected through judicial proceedings of any kind, an additional Five Percent (5%) on the amount of Principal and interest unpaid shall be payable as Attorney's fee.

"This note is one of a series of 760 notes, numbered from 1 to 760, inclusive, each such note being for the sum of \$25,000.00, aggregating the sum of \$19,000,000.00 evidencing loans made to said City by said bank for the purpose of paying off certain indebtedness incurred for current General Fund expenses of said City during the fiscal year beginning August 1, 1963, and to supply the needed funds to pay the current expenses of said City for said fiscal year ending July 31, 1964, said notes having been issued under and by virtue of the Charter and ordinances of the City of San Antonio and the Constitution and Laws of the State of Texas, and in pursuance of an ordinance passed by the City Council of said City on January 30, 1963, which ordinance is Ordinance No. 31067, recorded in Minute Book GG, Page 568, of the City of San Antonio; and these notes are secured concurrently, regardless of the date of issuance.

"The date of this note, in conformity with said Ordinance, is the date of the advancement and payment to the City by the payee herein of the amount hereof.

"It is hereby certified and recited that all acts, conditions and things required to be done precedent to the issuance of this series of notes have been properly done and performed and have happened in regular and due time, form and manner, as provided by law; and that the City hereby pledges and assigns, as security for such loans, all current General Fund Taxes and revenues for the fiscal year beginning August 1, 1963, and ending July 31, 1964, and all uncollected back taxes levied for the General Fund for all previous years, and all current General Fund revenues of the City for the fiscal year beginning August 1, 1963, and ending July 31, 1964, arising from taxation and all other sources during said fiscal year, including the refunds of utility payments made by the City, as well as the full faith and credit of said City, provided, however, that there are excepted from the above the following: refunds for prior and current years' expenditures, compensation from sale or loss of assets, surpluses from discontinued funds, contributions from private sources, revenue applicable to redemption and payment of outstanding debts of revenue bond funds, franchise payments for privilege of maintaining

curb-parking bank tellers, receipts from parking meters, receipts from operation of San Antonio International Airport and Stinson Municipal Airport, and all receipts from sewer service; and the said notes and all interest thereon shall constitute a first lien upon and against all said General Fund taxes and the revenues for said fiscal year, and said notes shall be fully paid therefrom and from said current income revenues of the City and such uncollected back taxes, before any such taxes, revenues of income or back taxes may be lawfully appropriated to any purpose or object whatsoever.

"IN TESTIMONY WHEREOF, the City of San Antonio, Texas, has caused its corporate seal to be hereto affixed, and this note to be signed by The City Manager, countersigned by the Director of Finance, and attested to by the City Clerk of Said City, this _____ day of September, 1963.

16. Said promissory notes shall be signed by the City Manager of said City and countersigned by the Director of Finance of said City, and attested by the City Clerk of Said City, and the corporate seal of said City shall be impressed upon each of said notes, and said officials are hereby authorized and directed to execute said notes by such signature and countersignature, and to deliver them to the payee thereof upon payment by said payee of the amount designated in each of said notes, said notes to be delivered to said payee in consecutive numerical order hereinabove designated.

17. Also pursuant to City Ordinance No. 31067, hereinabove mentioned, said bank agrees to perform all customary services of Fiscal Agent of The City including the payment of matured bonds and coupons for which service the fee of said bank shall be as follows:

Paying bonds, per thousand of principal	\$0.75
Paying interest coupons, each	0.03

18. This contract shall expire July 31, 1964.

19. WHEREAS, an emergency is apparent for the immediate preservation of order, good government and public safety that requires this ordinance to become effective at once;

THEREFORE, upon the passage of this ordinance by a vote of six (6) members of the City Council, it shall be effective from and after the date of its passage, as made and provided by the Charter of the City of San Antonio.

20. It is mutually agreed between the Frost National Bank and the City, that, should City be in a financial position during a part of the fiscal period provided for herein, namely, from August 1, 1963, to July 31, 1964, to obviate the necessity for borrowing funds from its depository bank, then in the event, City shall have the option of refraining from availing itself of the borrowing procedures set forth herein during such period.

21. PASSED AND APPROVED this 5th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

22. IN WITNESS WHEREOF, THE Frost National Bank of San Antonio, aforesaid, has caused these presents to be signed by L. Smiley White, Chm. Exec. Com., thereunto authorized by a vote of said corporation, a copy of which is hereto attached, and its common seal hereto affixed, this the 6th day of September, 1963.

FROST NATIONAL BANK OF SAN
ANTONIO

BY: L. Smiley White
Chm. Exec. Com.

Attest: J. F. Samfee
Assistant Cashier

AN ORDINANCE 31727

AUTHORIZING THE CITY OF SAN ANTONIO TO BORROW \$100,000.00 TO PAY CURRENT EXPENSES OF CITY-COUNTY TUBERCULOSIS FUND DURING THE FISCAL YEAR 1963-64.

* * * * *

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

1. For the purpose of paying current CityCounty Tuberculosis Fund expenses of the City of San Antonio during the fiscal year beginning August 1, 1963, and ending July 31, 1964, there shall be borrowed and secured from the Frost National Bank of San Antonio advances of money for said purposes in the amount of \$100,000.00, and to evidence said loans and advances, promissory notes of the City of San Antonio shall be executed and delivered to said Frost National Bank as hereinafter provided, under the power invested in the City of San Antonio by its Charter and the Constitution and Laws of the State of Texas.

2. Said notes shall be numbered consecutively from 1 to 10, both inclusive, and each note shall be for the sum of \$10,000.00.

3. The above said notes, aggregating \$100,000.00 shall be payable to the Frost National Bank at the Frost National Bank in San Antonio; all said notes shall be dated the Date they are executed, and shall bear interest at the rate of Twenty-four One-hundredths of One Percent (.24%) per annum from date thereof, calculated and payable monthly as it accrues, provided that interest shall be paid only on cash actually advanced on said notes and only from the dates of such advancements, and a like rate of interest on defaulted interest; said notes shall be signed by the City Manager, countersigned by the Director of Finance of said

City, and attested by the City Clerk of Said City, and the corporate seal of said City shall be impressed upon each of said notes. Said notes shall provide for final maturity not later than July 31, 1964, with privilege of prepayment prior to maturity, and shall be concurrently secured, regardless of date of issuance.

4. The City hereby pledges and assigns, as security for such loans, all current City-County Tuberculosis Fund taxes and revenues for the fiscal year beginning August 1, 1963, and ending July 31, 1964, and all uncollected back taxes levied for the City-County Tuberculosis Fund for all previous years, as well as the full faith and credit of said City and said notes and all interest thereon shall constitute a first lien upon and against all City-County Tuberculosis Fund taxes and revenues for said fiscal year, and said notes shall be fully paid therefrom and from said current income revenues of the City and such uncollected back taxes, before any such taxes, revenues or income or back taxes may be lawfully appropriated to any other purposes or object whatsoever.

5. The money to be borrowed by the City of San Antonio from the said Bank as above provided shall be borrowed as provided by and in accordance with the terms of the proposal of said Bank for the loan thereof by the Bank to the City, which proposal is set out in and accepted by Ordinance passed January 30, 1963, by the City Council of the City and recorded in Minute Book GG, Page 568, being Ordinance No. 31067 of the City of San Antonio, Texas

6. The proceeds of said loans shall be used to take up and pay off the outstanding indebtedness of the City of San Antonio legally incurred for the current City-County Tuberculosis Fund expenses of said City during the said current fiscal year, as provided by and in accordance with the Charter and Ordinance of the said City.

7. That the form of said notes shall be substantially as follows:

No. _____ \$10,000.00

CITY OF SAN ANTONIO
TAX ANTICIPATION NOTE FOR THE PERIOD
BEGINNING AUGUST 1, 1963 AND ENDING
JULY 31, 1964.

"The City of San Antonio, a municipal corporation in the County of Bexar, and State of Texas, for value received acknowledges itself indebted, and hereby promises to pay to the Frost National Bank of San Antonio or order at the Frost National Bank in San Antonio, on or before the 31st day of July, 1964, the principal sum of Ten Thousand Dollars (\$10,000.) in lawful money of the United States of America, together with interest thereon from the date hereof until paid in full, at the rate of Twenty-four One-hundredths of One Percent (.24%) per annum, calculated and payable monthly, and like rate of interest on defaulted interest, until paid; and it is expressly agreed and understood that in the event this obligation is not paid at maturity, and is placed in the hands of an attorney for collection or collected through Judicial proceedings of any kind, an additional Five Percent (5%) on the amount of principal and interest unpaid shall be payable as Attorney's fee.

"This note is one of a series of 10 notes, numbered from 1 to 10, inclusive, each such note being for the sum of \$10,000.00, aggregating the sum of \$100,000.00 evidencing loans made to said City by said bank for the purpose of paying off certain indebtedness incurred for current City-County Tuberculosis Fund expenses of said City during the fiscal year beginning August 1, 1963 and ending July 31, 1964, said notes having been issued under and by virtue of the Charter and ordinances of the City of San Antonio and the Constitution and laws of the State of Texas, and in pursuance of an ordinance passed by the City Council of said City on January 30, 1963, which ordinance is Ordinance No. 31067, recorded in Minute Book GG, Page 568, of the City of San Antonio; and these notes are secured concurrently, regardless of the date of issuance.

"The date of this note, in conformity with said Ordinance, is the date of the advancement and payment to the City by the payee herein of the amount hereof.

"It is hereby certified and recited that all acts, conditions and things required to be done precedent to the issuance of this series of notes have been properly done and performed, and have happened in regular and due time, form and manner, as provided by law: and that the City hereby pledges and assigns, as security for such loans, all current City-County Tuberculosis Fund taxes and revenues for the fiscal year beginning August 1, 1963, and ending July 31, 1964, and all uncollected back taxes levied for the City County Tuberculosis Fund for all previous years, as well as the full faith and credit of said City and the said notes and all interest thereon shall constitute a first lien upon and against all said City-County tuberculosis Fund taxes and revenues for said fiscal year, and said notes shall be fully paid therefrom and from said current income revenues of the City and such uncollected back taxes, before any such taxes, revenues or income or back taxes may be lawfully appropriated to any purpose or object whatsoever.

"IN TESTIMONY WHEREOF, the City of San Antonio, Texas, has caused its corporate seal to be hereto affixed, and this note to be signed by the City Manager, counter-signed by the Director of Finance, and attested to by the City Clerk of Said City, This _____ day of _____, 1963.

8. Said promissory notes shall be signed by the City Manager of said City and Counter-signed by the Director of Finance of said City, and said officials are hereby authorized and directed to execute said notes by such signature and counter-signature, and to deliver them to the payee thereof upon payment by said payee of the amount designated in each of said notes, said notes to be delivered to said payee in consecutive numerical order hereinabove designated.

9. This contract shall expire July 31, 1964.

10. WHEREAS, an emergency is apparent for the immediate preservation of order, good government and public safety that requires this ordinance to become effective at once; THEREFORE, Upon the passage of this ordinance by a vote of six members of the City Council, it shall be effective from and after the date of its passage, as made and provided by the Charter of the City of San Antonio.

11. PASSED AND APPROVED this 5th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31728

AUTHORIZING THE PAYMENT OF THE SUM OF \$7,705.00 FROM GENERAL FUND ACCOUNT 01-01-01 TO TEXAS MUNICIPAL LEAGUE FOR LEAGUE SERVICES FOR FISCAL YEAR ENDING" JULY 31, 1964.

* * * * *

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

1. Payment/the sum of \$7,705.00 from General Fund Account 01-01-01, object code 2-64, fund 1-01, to the Texas Municipal League, for the City's share of the cost of League services for the fiscal year ending July 31, 1964 is hereby authorized.

2. PASSED AND APPROVED this 5th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31729

TRANSFERRING THE SUM OF \$20,023.17 FROM PUBLIC IMPROVEMENTS ACCOUNT 30-01-01 TO SPECIAL PROJECTS ACCOUNT 09-09-10 NORTH LOOP CREW QUARTERS; AND AUTHORIZING PAYMENT OF \$20,023.17 FROM SPECIAL PROJECTS ACCOUNT 09-09-10 NORTH LOOP CREW QUARTERS TO THE FEDERAL AVIATION AGENCY TO REIMBURSE SAID AGENCY FOR PROPERTY AT SAN ANTONIO INTERNATIONAL AIRPORT BEING UTILIZED FOR PURPOSES OTHER THAN AIRPORT OPERATIONS.

* * * * *

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

1. The sum of \$20,023.17 is hereby transferred from Public Improvements account 30-01-01 to Special Projects Account 09-09-10 North Loop Crew Quarters.

2. The sum of \$20,023.17 from Special Projects Account 09-09-10 North Loop Crew Quarters is hereby authorized to be paid to the Federal Aviation Agency for reimbursement to said agency for the utilization of property acquired in connection with FAA Project 5608 at the San Antonio International Airport for purposes other than Airport operations.

3. PASSED AND APPROVED this 5th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31730

*Ord 322653
8/13/64
amending to
extend lease*

AMENDING THE LEASE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND JAS. K. DOBBS COMPANY OF DALLAS, INC., MADE PURSUANT TO ORDINANCE NO. 30079, PROVIDING FOR SALE OF PACKAGE LIQUOR IN THE GIFT SHOP AREA AT THE SAN ANTONIO INTERNATIONAL AIRPORT FOR A CERTAIN PERIOD OF TIME.

* * * * *

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

1. The lease agreement between the City of San Antonio and Jas. K. Dobbs Company of Dallas, Inc., entered into January 24, 1962, pursuant to Ordinance No. 30079, is hereby amended to read as follows:

V.

It is further agreed by and between the parties hereto:

(a) The lessee shall have the right to sell package liquor in the gift shop area under the following terms:

1. The consideration of the lease by Lessor, the Lessee agreed to pay as rental to the Lessor commission fees for the sale of package liquor in the amount of 10% of gross sales.
2. There shall be a limit to the retail price mark-up so as not to exceed 25% of the wholesale cost.
3. The Director of Aviation shall have authority to approve or disapprove all liquor displays.

(b) The right to sell such package liquor under this Paragraph V shall commence on September 1, 1963 and terminate on August 31, 1964.

2. PASSED AND APPROVED this 5th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31731

AMENDING SECTION 36-14 OF THE CITY CODE BY ADDING SUBSECTIONS C, C(1) AND C(2), THERE TO.

* * * * *

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

1. Section 36-14 of the City Code is hereby amended by adding the following:

c. Subdivision plats of property located outside the corporate limits of the City and within five miles thereof, shall, in addition to all other requirements as provided in the City Code, be approved only under the following conditions:

- (1) As to properties located in the Edwards Outcrop Area shown on a map marked Exhibit "A" is on file in the office of the City Clerk and made a part hereof by reference, no subdivision plat shall be approved by the Planning Commission if any septic tank installations are proposed therein. Other means of disposal of sewage shall be submitted by plans and specifications conforming to the requirements set forth in the City Code and approved by the City Health Department and Public Works Department. If the plat is approved by the Planning Commission, such plat, plans and specifications together with a certified true copy of this amendment, shall be filed in the Deed Records Office of Bexar County. The contents of such documents shall constitute covenants running with the land which shall be binding upon the subdivider and/or owners of such property, their heirs, successors and assigns. Guarantees for site improvements as provided in Sections 36-25 and 36-26 of this Chapter shall also apply to subdivision plats submitted under this amendment. Plats of properties located within the corporate limits of the City shall be recorded as provided in Section 36-27 of this chapter.
- (2) As to properties located outside the Edwards Outcrop Area, where the subdivision plat proposes septic tank installations, plans and specifications therefor, approved by the City Department of Health, shall be required prior to consideration for approval. Percolation tests shall be conducted by the subdivider, under the supervision of the City Department of Public Health, at the site of the proposed installation., in accordance with procedures outlined by the City Director of Public Health, to determine the adequacy of lot sizes and to determine whether there is adequacy of lot sizes and to determine whether there is any reasonable probability that surfact or underground water may become infected or polluted from said septic tank installations. If approved by the planning Commission, the subdivision plat, together with such plans, specifications, test results and a certified true copy of this amendment shall be filed in the Deed Records of Bexar County, and the contents thereof shall constitute covenants running with the land which shall be filed in the Deed Records of Bexar County, and the contents thereof shall constitute covenants running with the land which shall be binding upon the subdivider and/or owners of such property, their heirs, successors and assigns. Guarantees for site improvements as provided in Sections 36-25 and 36-26 of this Chapter shall also apply to Subdivision plats submitted under this amendment. Plats of properties located within the corporate Limits of the City shall be recorded, as provided in Section 36-27 of this Chapter.

2. PASSED AND APPROVED This 5th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31732

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$249.97

TO MRS. HELEN GARZA MALDONADO DUE TO AN OVERPAYMENT OF CITY TAXES.

* * * * *

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

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

Amount: \$249.97

Payable to: Mrs. Helen Garza Maldonado
221 Club Drive
City

Reason: Due to an error in assessment, an improvement valuation of \$1,430.00 was charged against Lots 3 & 4, Blk 1, Ncb 1662, Account Number 27-1261, for the years 1953 thru 1960 and was paid by Mrs. Maldonado. This error has now been corrected and all taxes paid by the proper owner on August 27, 1963.

PASSED AND APPROVED this 5th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31733

*Recorded
by Ord 31824
10-17-63*

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXECUTE A CONTRACT WITH TANNERS HIDES, INC. INVOLVING AN EXPENDITURE BY THE CITY OF THE SUM OF \$713.00 RELATIVE TO THE DEMOLITION OF A PORTION OF THE TANNERS HIDES BUILDING AND THE BRACING AND SHORING OF THE REMAINING PORTION BY THE FIRM OF TRENKELBACH & SONS, CONTRACTORS, PURSUANT TO CERTAIN SPECIFICATIONS FOR SUCH WORK; AND FURTHER PROVIDING FOR A TEMPORARY CONSTRUCTI ON EASEMENT ON THE TANNERS HIDES PROPERTY WHILE SUCH WORK IS BEING DONE, AND THE DEFINING OF OBLIGATIONS OF THE PARTIES FOR SUCH WORK NECESSARY TO CLEAR RIGHT OF WAY ACQUIRED BY CONDEMNATION FROM SAID COMPANY FOR THE GUADALUPE STREET GRADE SEPARATION.

* * * * *

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

1. The City Manager is hereby authorized to enter into and execute a contract with Tanners Hides, Inc. involving an expenditure by the City of the sum of \$713.00 relative to the demolition of a portion of the Tanners Hides building and the bracing and shoring of the remaining portion by the firm of Trenchelbach & Sons, contractors, pursuant to certain specifications for such work prepared by Willard Simpson, consulting engineer, and further providing for a temporary construction easement on the Tanners Hides property while such work is being done, and the defining of obligations of the parties for such work necessary to clear right of way acquired by condemnation from said company for the guadalupe Street Grade Separation.

2. A copy of the proposed contract is attached hereto and made a part hereof for all purposes.

3. PASSED AND APPROVED this 5th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
city Clerk

A RESOLUTION

ACCEPTING WITH REGRET THE RESIGNATION OF REVEREND CLAUS H. ROHLFS AS A MEMBER OF THE CITY COUNCIL, PLACE NO. 3

* * * * *

WHEREAS, Reverend Claus H. Rohlfs has served as a member of the City Council, place No. 3, since November 30, 1961, and

WHEREAS, Reverend Rohlfs, whose boundless energy, dedication and intergrity has made him a most valuable member of the City Council and has contributed greatly to the progress and welfare of the community, and

WHEREAS, Reverend Rohlfs, Pastor of the McKinley Avenue Methodist Church has been reassigned to a church in Corpus Christi, Texas, and must leave his congregation, and has tendered his resignation as a member of the City Council, NOW, THEREFORE;

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

1. The City Council accepts with deep regret the resignation of Reverend Claus H. Rohlf's as a member of the City Council, Place No. 3.
2. The City Council expresses to Reverend Rohlf's the gratitude and admiration of the entire community for his outstanding public service which will be greatly missed, and extends to him the very best wishes for success and happiness in his new assignment.
3. PASSED AND APPROVED this 5th day of September, A.D., 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31734

AUTHORIZING PUBLICATION OF THE INTENT TO ENTER INTO A COOPERATION AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS

* * * * *

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

1. The City Clerk is hereby authorized and directed to give notice of the intention of the City of San Antonio, Texas, to enter into a Cooperation Agreement with the Housing Authority of the City of San Antonio, Texas, by publishing a copy of said notice in the Commercial Recorder which is the City's officially designated newspaper. Notice shall be published twice on September 16th, 1963, and on September 20th, 1963.
2. Said Notice shall state that at the expiration of sixty days from the date of the first publication, the City will consider the question of whether or not it will enter into a Cooperation Agreement with the Housing Authority.
3. The City Clerk shall keep a copy of the Cooperation Agreement proposed available for inspection by the public at the office of the City Clerk during usual business hours.
4. PASSED AND APPROVED this 5th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31735

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF GLOBE DEMOLITION, INC. AND SOUTHWEST WRECKING INC. FOR THE DEMOLITION OF CERTAIN PARCELS FOR THE CITY OF SAN ANTONIO FOR A NET TOTAL OF \$2,638.00 AND TRANSFERRING THE SUM OF \$1,888.00 FROM PUBLIC IMPROVEMENT FUND 30-01-01 TO SPECIAL PROJECTS ACCOUNT #11-05-02 SAN ANTONIO RIVER IMPROVEMENT PROJECT.

* * * * *

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

1. The attached low qualified bids of Globe Demolition, Inc. and Southwest Wrecking Inc. dated July 15, 1963 for the demolition of Lot 7, Block 142 (200 block S. Alamo St.,) and Central Gym (227 Potomac St.) is hereby accepted as follows:

Globe Demolition Inc.
455 Basswood Drive
San Antonio, Texas

Central Gym (227 Potomac St.) \$ 750.00

Southwest Wrecking Inc.
 3404 River Road
 Austin, Texas
 Lot 7, Block 142 (200 Blk. S. Alamo St.) 1,888.00
 - \$2,638.00

2. The sum of \$1,888.00 is hereby transferred from Account 30-01-01 Public Improvements to Special Projects Account 11-05-02, San Antonio Improvements Projects and payment to be made as follows:.

Account No. 11-02-01	Fund 1-01	\$ 750.00
Account No. 11-05-02	Fund 1-01	1,888.00

- 3. All other Bids are hereby rejected.
- 4. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
 M A Y O R

ATTEST: J. H. Inselmann
 City Clerk

AN ORDINANCE 31736

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF STILES TRAILER SALES, TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH ONE BOOKMOBILE TRAILER FOR A TOTAL OF \$6,518.00.

* * * * *

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

1. The attached low qualified bid of Stiles Trailer Sales, dated 28 August 1963, to furnish the City of San Antonio Public Library with one bookmobile trailer, for a total of \$6,518.00, net, is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Public Library, Account No. 15-02-01.

- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
 M A Y O R

ATTEST: J. H. Inselmann
 City Clerk

AN ORDINANCE 31737

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF DOBBINS METAL PRODUCTS TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH CERTAIN PARKING METER DOORS AND COIN BOXES FOR A TOTAL OF \$2,317.50.

* * * * *

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

1. The attached low qualified bid of Dobbins Metal Products, dated September 6, 1963 to furnish the City of San Antonio, Department of Traffic & Transportation with certain parking meter doors and coin boxes for a total of \$2,317.50, less 1/2 of 1%-10 days is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Traffic & Transportation, Account No. 23-02-12.

- 3. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
 M A Y O R

ATTEST: J. H. Inselmann
 City Clerk

AN ORDINANCE 31738

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF TEXAS GUN CLINIC TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH TWENTY-FIVE REVOLVERS FOR A TOTAL OF \$1,049.00.

* * * * *

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

1. The attached low qualified bid of Texas Gun Clinic, dated September 6, 1963 to

furnish the City of San Antonio, Police Department with twenty-five Smith & Wesson #10 revolvers for a total of \$1,049.00, Less 2%-10 days is hereby accepted.

2. Payment to be made from General Fund 1-01, Department of Police, Account No. 07-04-01.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31739

ACCEPTING THE PROPOSALS OF AND MANIFESTING CONTRACTS WITH LONGHORN PAINT CO. AND J. C. JONES PAINT WAREHOUSE TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF TRAFFIC PAINT FOR PERIOD COMMENCING ON DATE OF ACCEPTANCE AND TERMINATING JULY 31, 1965.

* * * * *

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

1. The Attached Bidders Proposals of Longhorn Paint Company, Inc., and J. C. Jones Paint Warehouse to furnish the requirements of certain traffic paint as follows:

Longhorn Paint Co., Inc.
P. O. Box 5099
San Antonio, Texas

Longhorn Paint Co., #3-155 (Code N) \$1.90 (2%-10)
(White Traffic Paint)

J. C. Jones Paint Warehouse
622 W. Hildebrand
San Antonio, Texas

J. C. Jones Paint Warehouse #ATY \$2.69 (1%-20)
(Code 4)
(Yellow Traffic Paint)

for the City of San Antonio for a period commencing on date of acceptance and terminating July 31, 1965, is hereby accepted.

2. This ordinance makes and manifests a contract with Longhorn Paint Company and J. C. Jones Paint Warehouse to furnish the requirements of certain traffic paint as listed above for the City of San Antonio for a period commencing on date of acceptance and terminating July 31, 1965. The City of San Antonio hereby agrees to purchase all its requirements of certain traffic paint as listed above from the Longhorn Paint Company, Inc. and J. C. Jones Paint Warehouse during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated herein by reference.

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

4. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31740

APPROPRIATING THE SUM OF \$58,897.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT-OF-WAY FOR U. S. 90 WEST PROJECT, FRESNO AND OLMOS PAVING PROJECT AND ACCEPTING FOUR DEDICATIONS FOR MISCELLANEOUS EASEMENTS.

* * * * *

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

1. The sum of \$47,099.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

a. \$5,790.00 payable to Stewart Title Company as escrow agent for Pablo Medellin and Concepcion H. Medellin for title to Lots 19, 20, 21 and 22, Block 30, New City Block 8068, being Parcels 557-4857 & 558-4858.

B. \$1,250.00 payable to Stewart Title Company as escrow agent for Gershon Barenblat for title to Lots 10 and 11, Block 31, New City Block 8069, being Parcel 562-4862.

c. \$1,225.00 payable to Stewart Title Company as escrow agent for Pedro R. Cortez and Natalia O. Cortez for title to 0.0620 of one acre of land, more or less, in New City Block 8074, being Parcel 599-4899.

d. \$600.00 payable to Stewart Title Company as escrow agent for A. H. Fenstermaker for title to 0.0263 of one acre of land, more or less, in New City Block 8074 being Parcel 600-4900.

e. \$2,222.00 payable to Stewart Title Company as escrow agent for Elpidio Sanchez for title to West 199 feet of South 100 feet of North 242 feet of Lot 10, Block 8, New City Block 8084, West Gardendale Addition, being Parcel 395-4695.

f. \$2,040.00 payable to Stewart Title Company as escrow agent for Joe H. Rangel, et al for title to West 199 feet of South 100 feet of Lot 10, Block 8, New City Block 8084, West Gardendale Addition, being Parcel 396-4696.

g. \$2,445.00 payable to Stewart Title Company as escrow agent for Ernesto Quiroga and Elenteria R. Quiroga for title to East 199 feet of South 116.5 feet of North 174.5 feet of Lot 10, Block 8, New City Block 8084, West Gardendale Addition, being Parcel 405-4705.

h. \$1,765.00 payable to Stewart Title Company as escrow agent for Charles A. Chalfant by Evelyn Mae Chalfant and Evelyn Mae Chalfant for title to 1.0410 acres of land, more or less, in New City Block 11313 in the City of San Antonio, being Parcel 485-4785.

i. \$23,060.00 payable to Stewart Title Company as escrow agent for Joe W. Benavides and Olivia R. Benavides for title to 5.6366 acres of land, more or less, in New City Block 11313 being Parcel 486-4786.

j. \$4,852.00 payable to Stewart Title Company as escrow agent for Leopoldo E. Mendez and Severiana L. Mendez for title to Lots 16, 17, and 18, Block 30, New City Block 8068, being Parcel 556-4856.

k. \$950.00 payable to Stewart Title Company as escrow agent for Gladys Herring, et al for title to Lot 1, Block 3, New City Block 11321, being Parcel 633-4933.

l. \$900.00 payable to Stewart Title Company as escrow agent for Gladys Herring, et al for title to Lot 23, Block 1, New City Block 11319, Jennings Addition, being Parcel 668-4968.

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 \$11,798.00 is hereby appropriated out of Street Improvement Bonds, 1957, #479-10 for acquisition of right of way for Fresno and Olmos Paving Project, payable to Guaranty Abstract and Title Company as escrow agent for John H. White, et al, for title to a tract of land out of Lot 2, Block 1, New City Block 12489, being Parcel 5636. A copy of said sales agreement is filed herewith and incorporated herein by reference.

3. Easement dedication of the East ten feet of Lot 29, New City Block 6720, Octavia Addition, granted by Albert Palmer and wife, Rosa Palmer, for the Octavia and Candy Place Sewer Line Project is hereby accepted. A copy of the instrument dedicating said easement is filed herewith and incorporated herein by reference.

4. Easement dedication of the East 10 feet of Lot 4, Block 1, New City Block 6719, the East 10 feet of Lot 30, Block 2, New City Block 6720, Octavia Addition and the East 10 feet of Hafer Street connecting said easement, granted by Elias V. Gil and wife, Alice Gil, for the Octavia and Candy Place Sewer Line Project is hereby accepted. A copy of the instrument dedicating said easements is filed herewith and incorporated herein by reference.

5. Easement dedication of a 5 foot drainage easement located in Lots 21 and 22, Block "G", New City Block 8394, Woodlawn Hill Subdivision, granted by Preston B. McWhinney and the Main Bank and Trust, for the Fire Station #27 drainage Project is hereby accepted. A copy of the instrument dedicating said easement is filed herewith and incorporated herein by reference.

6. Easement dedication of a tract of land out of lot 8, New City Block 139, granted by Roy L. Rather, Jr., et al, for sidewalk purposes is hereby accepted. A copy of the instrument dedicating said easement is filed herewith and incorporated herein by reference.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

Parcel: 5636

Project: Fresno-Olmos
Paving

Title:Co.: Guaranty

SALES AGREEMENT

STATE OF TEXAS
COUNTY OF BEXAR

That We, John H. White, Joella White Bitter, Evelyn White Thompson, Individually and as Independent Executors and Trustees of the Estate of R. L. White, Deceased, as seller, for and in consideration of the agreed purchase price of (\$11,798.00) Dollars, and upon the terms and conditions hereof, contract to grant, sell and convey by general warranty deed to the of San Antonio, as buyer, a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following

described premises situated within the corporate limits of the City of San Antonio, Bexar County, to-wit: A tract of land out of Lot 2, Block 1, N.C.B. 12489, Monte Vista Terrace, San Antonio, Bexar County, Texas, According to plat recorded in vol. 3075, Page 77, Bexar County Deed and Plat Records, being more particularly described as follows:

Beginning at a point, said point being the southeast corner of Fresno Avenue and Blanco Road intersection and the northwest corner of Lot 2, Block 1, N.C.B., 12489.

THENCE, in an easterly direction along the north property line of Lot 2, Block 1, N.C.B. 12489 and the south property line of Fresno Avenue, a distance of 185.00 feet to a point, said point being the northeast corner of Lot 2, Block 1, N.C.B. 12489

THENCE, in a southerly direction along the east property line of Lot 2, Block 1, N.C.B. 12489, a distance of 6.42 feet to a point.

THENCE; in a southwesterly direction along a line with an interior angle of 92° 47' 45" with the east property line of Lot 2, Block 1, N.C.B. 12489, a distance of 124.66 feet to a point, said point being 12.5 feet south of the north property line of Lot 2, Block 1, N.C.B. 12489.

THENCE; in a westerly direction along a line parallel to and 12.50 feet south of the north property line of lots 2, Block 1, N.C.B. 12489, a distance of 51.50 feet to a point of curvature.

THENCE; in a southwesterly direction along a curve with a radius of 9.00 feet and an interior angle of 90°, a distance of 14.14 feet to a point, on the west property line of Lot 2, Block 1 N.C.B. 12489.

THENCE; in a northerly direction along the west property line of Lot 2, Block 1, NCB 12489, and the east property line of Blanco Road, a distance of 21.50 feet to the place of beginning, and containing 1,934 square feet of land, more or less.

(This agreement is contingent upon the Grantors herein obtaining a Quitclaim Deed from the Texaco Company, Lessee of a part of this parcel, for \$9,438.00.)

together with all improvements and other things incident or belonging thereto, including all of my/our right, title and interest in or to all adjoining streets and or alleys.

The Agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

GUARANTY ABSTRACT & TITLE COMPANY shall act as escrow agent and the seller upon demand by the Buyer agrees to deliver such deed duly executed to the escrow agent at its San Antonio Office and to surrender possession of the above described premises to the buyer not later than 60 days after the date of the delivery of such deed.

The agreed purchase price is payable \$11,798.00, is at the time of the delivery of such deed and \$-----, at the time possession of the above described premises is delivered to the buyer, Time is of the essence of this contract and in the event possession is not delivered to the buyer within 60 days of the date of the delivery of such deed, the seller agrees that the buyer may retain such amount of \$----- as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed, should seller retain possession after execution of such deed, he does so as a tenant at will of the buyer.

Until title has been conveyed to the buyer, loss or damage to the above premises by fire or other casualty shall be at the risk of the seller and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

The buyer without expense to the seller shall prepare the deed and provide the required United States documentary stamps for the conveyance to the buyer.

Owner will pay all taxes on the hereinabove described property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed.

This contract shall not be binding upon either party until it is accepted by the buyer acting by and through its City Manager or other designated official, and it contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City or any other person.

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the buyer cannot be cured in a reasonable time, then the buyer, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. the Seller agrees, as an independent stipulation, to such condemnation upon payment of just compensation, which shall be the purchase price above stated, which price the Seller hereby declares to be the fair market value of their interest in said property.

EXECUTED this the 4th day of September, A.D., 1963.

/s/ John H. White
/s/ Joella White Bitter
/s/ John A. Bitter, Jr.
/s/ Evelyn White Thomson
/s/ F. L. Thomson
(husband of Evelyn Thomson)

Witness: /s/ E. A. Kramer

Easement No. Misc.
Project: Octavia and Candy
Place Sewer Line

EASEMENT - (Dedication)
(Permanent & Temporary)

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That we, ALBERT PALMER and wife, ROSA PALMER, of Bexar County, Texas, dedicate to the City of San Antonio, Bexar County, Texas, an easement and right-of-way ten (10) feet in width for sewer line(s) with all necessary lateral or desirable appurtenances at or near the location, and along the general course now located and staked out by the said City of San Antonio, over, across, and upon the following described lands located in Bexar County, Texas, to-wit:

The east ten feet of Lot 29, New City Block 6720, Octavia Addition, according to Plat recorded in Plat volume 642, Page 218, Deed and Plat Records, Bexar County, Texas.

Together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said line(s) and appurtenances; the right to relocate said line(s) within said right-of-way, the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights granted hereunder; and the right of exercising all other rights hereby granted, and grantors expressly covenant and agree for themselves, their heirs and assigns, that no building or obstruction of any kind will be placed on said easement right-of-way herein granted.

And the said grantors as part of the aforesaid consideration, do further grant unto said City of San Antonio a temporary Easement to enter upon the following described land, to-wit:

A strip of land 15 feet in width west/and adjacent to the Easement described above,
of
for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. In further consideration of this grant, said City of San Antonio expressly agrees that it will remove from said land all surplus material and said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in its condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of construction of the aforesaid improvements.

TO HAVE AND TO HOLD the above described easement and rights unto the said City of San Antonio, its successors and assigns, until the use of said right-of-way shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hand, this 22nd day of August, A.D., 1963.

/s/ Albert Palmer
/s/ Rosa Palmer

Easement No. Misc.

Project: Octavia and Candy
Place Sewer Line

EASEMENT - (Dedication)
(Permanent & Temporary)

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That we, ELIAS V. GIL and wife, ALICE GIL, of Bexar County, Texas, dedicate to the City of San Antonio, Bexar County, Texas, an easement and right-of-way ten (10) feet in width for sewer line(s) with all necessary lateral or desirable appurtenances at or near the location, and along the general course now located and staked out by the said City of San Antonio, over, across, and upon the following described lands located in Bexar County, Texas, to-wit:

The East 10 feet of Lot 4, Block 1, New City Block 6719, and the East 10 feet of Lot 30, Block 6720, Octavia Addition, according to Plat recorded in Plat Volume 642, Page 218, Deed and Plat Records, Bexar County, Texas. Also, the East ten feet of Hafer Street and connecting this easement described herein.

Together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said line(s) and appurtenances; the right to relocate said line(s) with said right-of-way, the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights hereby granted, and grantors expressly covenant and agree for themselves, their heirs and assigns, that no building or obstructing of any kind will be placed on said easement right-of-way herein granted.

AND THE SAID grantors as part of the aforesaid consideration, do further grant unto said City of San Antonio a temporary Easement to enter upon the following described land, to-wit:

A strip of land 15 feet wide west of and adjacent to the Easement described above,

for the purpose of using said land for any and all things necessary for the construction, of the aforesaid improvements to be placed within the heretofore described permanent easement. In further consideration of this grant, said City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in its condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of construction of the aforesaid improvements.

TO HAVE AND TO HOLD the above described easement and rights unto the said City of San Antonio, its successors and assigns, until the use of said right-of-way shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hand, this 22nd day of August, A.D., 1963.

/s/ Elias V. Gil

/s/ Alice Gil

STORM DRAINAGE EASEMENT
(Permanent & Temporary)

Parcel No. Misc. Easement
Parcel: Fire Station #27
Drainage

STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That we, PRESTON B. McWHINNEY, owning, occupying and claiming other property as my homestead, joined by MAIN BANK & TRUST, of Bexar County, Texas, dedicate to the City of San Antonio, Bexar County, Texas, an easement and right-of-way five (5) feet in width for underground storm drainage right-of-way, over, across, and upon the following described lands located in Bexar County, Texas, to-wit:

A 5 foot drainage easement out of the Preston B. McWhinney tract of land (Volume 4553, Page 510) located in Lots 21 and 22, Block "G" N.C.B. 8394, Woodlawn Hill Subdivision, City of San Antonio, Bexar County, Texas, and being more particular described as follows, to-wit:

BEGINNING at an iron pipe found set on the northeast right-of-way line of State Highway 16, (Bandera Road) said iron pipe being located S. 42° 00' E. 151.25 feet along the said Northeast right-of-way line of said State Highway 16 from an iron spike found set for the northeast corner of Hillcrest Drive and Bandera Road, said iron pipe also being the west corner of the Preston B. McWhinney tract (Vol. 4553, Page 510), and southwest corner of the herein described tract.

THENCE; N. 42° 37' 30" E. 250.0 feet along the northwest property line of the Preston B. McWhinney tract to a point in the said northwest property line of the Preston B. McWhinney tract, said point being the northwest corner of the herein described tract.

THENCE; S. 47° 22' 30" E. 5.0 feet to a point, said point being the northeast corner of the herein described tract.

THENCE; S. 42° 37' 30" W. 250.47 feet along a line 5.0 feet southeast of and parallel to the northwest property line of the Preston B. McWhinney tract to a point in the northeast right-of-way line of said State Highway 16 (Bandera Road), said point being the southeast corner of the herein described tract.

THENCE; N. 42° 00' W. 5.02 feet along the northeast right-of-way line of State Highway 16 to the point of beginning.

Together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling and maintaining said storm drainage facilities; the right to relocate storm drainage facilities within said right of way; the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights hereby granted, and grantors expressly covenant and agree for themselves, their heirs and assigns, that no building or obstruction of any kind will be placed on said easement right-of-way herein granted.

THE centerline of the 12-inch concrete pipe will be installed two feet east of the Grantor's northwest property line. This pipe will be covered all along his property, including the northeast property line of State Highway 16.

The City of San Antonio agrees to grade and stabilize the ditch on State Highway 16 fronting on Grantor's Entire tract so that the drainage can be improved from the west to east side of the Tract.

And the said grantors as part of the aforesaid consideration, does further grant unto said City of San Antonio a temporary Easement to enter upon the following described land, to-wit:

A strip of land 25' in width southeast of and immediately adjacent to the permanent drainage easement,

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. In further consideration of this grant, said City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in its condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of construction of the aforesaid improvements or December 31, 1963, whichever comes first.

TO HAVE AND TO HOLD the above described easement and rights unto the said City of San Antonio, its successors and assigns, until the use of said right-of-way shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to the same or any part thereof.

WITNESS our hand, this 4th day of September, A.D., 1963.

/s/ Preston B. McWhinney
MAIN BANK & TRUST
/s/ V. S. Marett, Jr.

DEDICATION
(Easement)

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That we, RAY L. RATHER, JR., owning, other property as my homestead, and FRANCES RATHER SEYBOLD, joined by my husband, W. D. Seybold, hereinafter called the grantor, hereby declare our intention to make a dedication, and we do hereby grant, convey and dedicate, the City of San Antonio, for and in consideration of the benefits which will accrue to grantor, to grantor's other property, and to the public generally, the following described parcel of land:

A tract of Land out of Lot 8, N.C.B., 139, San Antonio, Bexar County, Texas, being more particularly described as follows:

BEGINNING at a point on the south line of Pecan Street, said point being the northeast corner of Lot 8, N.C.B. 139.

THENCE; in a southerly direction, along the east line of said Lot 8, N.C.B. 139, a distance of 5.50 feet to a point.

THENCE; in a northwesterly direction, a distance of 50.30 feet to the northwest corner of said Lot 8, N. C. B. 139

THENCE; in an easterly direction, along the north line of Lot 8 and south line of Pecan Street, a distance of 50.00 feet to the point of beginning.

TO HAVE AND TO HOLD the above-described property and rights therein unto the said City of San Antonio, its successors and assigns, forever.

Together with all the right, title, claim and interest whatsoever of grantor(s), and their heirs, representatives, successors and assigns, forever, in and to the above described property, to be used for public purposes, including a right-of-way for a sidewalk.

WITNESS my/our hand(s) this 13th day of August, A.D., 1963.

/s/ Roy L. Rather, jr.

/s/ Frances Rather Seybold

/s/ W. D. Seybold

AN ORDINANCE 31741

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U. S. 90 WEST EXPRESSWAY PROJECT; LOOP 410 PROJECT AND FRESNO - OLMOS PAVING PROJECT.

* * * * *

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

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

JIM MITCHELL
Naylor Real Estate Agency
201 Olmos Drive
San Antonio, Texasfor the sum of \$ 75.00

for services as commissioner on Parcels 174A-4474 and 175A-4475.

MARION R. McCLANAHAN
Milam Building
San Antonio, Texasfor the sum of \$ 75.00

for services as commissioner on Parcels 174A-4474 and 175A-4475.

CLAUDE K. FRANKLIN
3110 West Avenue
San Antonio, Texasfor the sum of \$ 75.00

for services as commissioner on Parcels 174A-4474 and 175A-4475.

STEWART TITLE COMPANY
Brady Building
San Antonio, Texasfor the sum of \$ 4.80

for recording fee on Parcel No. 19-4319.

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

for pre-trial conferences and testimony on Parcels 174A-4474 and 175A-4475 and 201-4501.

HENRY W. MOURSUND
Frost National Building
San Antonio, Texasfor the sum of \$ 75.00
for services as commissioner on Parcel 192A-4492 and 193A-4493.

CLAUDE K. FRANKLIN
3110 West Avenue
San Antonio, Texas for the sum of \$ 75.00

for services as commissioner on Parcels 192A-4492 and 193A-4493.

P. S. Cross
417 S. Main Avenue
San Antonio, Texas for the sum of \$ 25.00

for services as attorney on Parcels 192A-4492 and 193A-4493.

PEARL MASON
701 Brady Building
San Antonio, Texas for the sum of \$ 25.00

for services as attorney on Parcels 192A-4492 and 193A-4493.

CHARLES H. NOBLE, JR.
Alamo National Bldg.
San Antonio, Texas for the sum of \$ 50.00

for preparation of updating letter on Parcel 192A-4492.

CHARLES H. NOBLE, JR.
Alamo National Bldg.
San Antonio, Texas for the sum of \$ 75.00

for pre-trial conference and testimony on Parcel 192A-4492.

CHARLES H. NOBLE, JR.
Alamo National Bldg.
San Antonio, Texas for the sum of \$100.00

for pre-trial conference and testimony on Parcel 193A-4493.

CHARLES H. NOBLE, JR.
Alamo National Bldg.
San Antonio, Texas FOR THE SUM OF \$100.00

for preparation of updating letter on Parcel 193A-4493.

CLAUDE K. FRANKLIN
3110 West Avenue
San Antonio, Texas for the sum of \$100.00

for services as commissioner on Parcel 201-4501.

GEORGE A. FRENCH
1425 Donaldson
San Antonio, Texas for the sum of \$100.00

for services as commissioner on Parcel 201-4501.

OLIVER B. CHAMBERLIN
Majestic Building
San Antonio, Texas for the sum of \$100.00

for services as commissioner on Parcel 201-4501.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$ 2.80

for recording fee on Parcel 203-4503.

FERGUSON MAP COMPANY
112 Dwyer Avenue
San Antonio, Texas for the sum of \$ 3.00

for copies of two Bexar county plat records on Parcel 208-4508.

JOHN M. BAYNE
5307 Broadway
San Antonio, Texas for the sum of \$ 75.00

for services as commissioner on Parcel 208-4508.

CLAUDE K. FRANKLIN
3110 West Avenue
San Antonio, Texas for the sum of \$ 75.00

for services as commissioner on Parcel 208-4508..

C. P. REMING
2518 W. Summit
San Antonio, Texas for the sum of \$ 75.00

For services as commissioner on Parcel 208-4508.

CHARLES H. NOBLE, JR.
Alamo National Bldg.
San Antonio, Texas for the sum of \$200.00

for preparation of updating report on Parcel 365-4665.

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

for recording fee on Parcel 502-4802.

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

for recording fee on Parcel 534-4834.

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

for recording fee on Parcel 536-4836.

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

for recording fee on Parcel 550-4850.

STEWART TITLE COMPANY
 BRADY BUILDING
 San Antonio, Texas for the sum of \$ 1.95

for recording fee on Parcel 555-4855.

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

for recording fee on Parcel 589-4889.

STEWART TITLE COMPANY
 Brady Building
 San Antonio, Texas for the sum of \$ 1.80
 for recording fee on Parcel 590-4890

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

for recording fee on Parcel 639-4939.

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

FOR recording fee on Parcel No. 649-4949.

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

for recording fee on Parcel No. 651-4951.

2. The following sum is hereby appropriated out of Street Right-of-way Purchase Bonds, Series 1957, fund No. 47912, Loop 410 Project, Perrin Beitel Road to Fratt, in payment for statement attached hereto:

STEWART TITLE COMPANY
 Brady Building
 San Antonio, Texas for the sum of \$ 6.60

for recording certified copy of judgment on Parcel 30-4157.

3. The following sum is hereby appropriated out of Street Improvement Bonds, 1957, Fund No. 479-10, Fresno- Olmos Paving Project, in payment for statement attached hereto:

GUARANTY ABSTRACT & TITLE CO.
 Milam Building
 San Antonio 5, Texas for the sum of \$ 85.75

for title company charges on Parcel 5626.

4. PASSED AND APPROVED/this 12th day of September, A.d., 1963.

W. W. McAllister
 M A Y O R

ATTEST: J. H. Inselmann
 City Clerk

AN ORDINANCE 31742

DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN PRIVATELY-OWNED REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, FOR PUBLIC PURPOSES, TO-WIT: THE ACQUISITION OF RIGHT-OF-WAY FOR THE CONSTRUCTION OF STORM DRAINAGE PROJECT NO. 58; AND DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION PROCEEDINGS TO ACQUIRE SO MUCH THEREOF AS CANNOT BE ACQUIRED BY PURCHASE.

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

- 1. Public necessity requires that the City of San Antonio acquire certain privately-owned real property situated within its corporate limits of public purposes, to-wit: Acquisition of rights-of-way for storm Drainage Project No. 58 in the City Limits.
- 2. Said privately-owned real property is shown on the accompanying map marked Exhibit "A", which is attached hereto and incorporated herein by reference.
- 3. The City Attorney is hereby directed to institute and prosecute to conclusion all necessary proceedings to condemn the fee or in the alternative, any lesser interests to which the City may be entitled for so much of said property as the City of San Antonio is unable to purchase by reason of its inability to agree with the owners thereof as to the value of such property, or in order to obtain clear title thereto, or for any other legal reason.
- 4. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

PARCEL: 1860
Project: 87 Northwest

AN ORDINANCE 31743

APPROPRIATING \$877.50 OUT OF EXPRESSWAY AND STREET IMPROVEMENT BOND FUND, SERIES 1955 - SECTION 1955 - SECTION A #478-01 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, TEXAS TO BE PLACED IN THE REGISTRY OF THE COUNTY COURT AT LAW NO. I OF BEXAR COUNTY, TEXAS IN SATISFACTION OF A JUDGEMENT IN CONDEMNATION CAUSE #50-089, SUBJECT TO THE ORDER OF WILLIAM DELLERMANN, AS HIS INTEREST MAY APPEAR FOR LOTS 46 & 47, BLOCK 1, NEW CITY BLOCK 1775, LONG LAKE ADDITION, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS AND NEEDED FOR RIGHT-OF-WAY OF U. S. 87 NORTHWEST EXPRESSWAY.

* * * * *

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

L. The Sum of \$877.50 is hereby appropriated out of Expressway and Street Improvement Bond Fund, Series 1955- Section A, #478-01 payable to the County Clerk of Bexar County, Texas to be placed in the Registry of the County Court at Law No. 1 of Bexar County, Texas in satisfaction of a judgement in condemnation cause #50,089, subject to the order of William Dellerman, as his interest may appear for Lots 46 and 47, Block 1, New City Block 1775, Long Lake Addition, situated within the corporate limits of the city of San Antonio, Bexar County, Texas and needed for right-of-way of U. S. 87 Northwest Expressway.

- 2. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31744

ACCEPTING THE LOW BID OF D. F. (JACK) ORTS, GENERAL CONTRACTOR, INC., FOR CONSTRUCTION OF FIRE TRAINING TOWER AT 4719 SOUTH ZARZAMORA STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; AUTHORIZING THE SUM OF \$41,700.00 PAYABLE TO D. F. *(JACK) ORTS, GENERAL CONTRACTOR, INC., AND THE SUM OF \$500.00 AS A CONSTRUCTION CONTINGENCY ACCOUNT; ALL SUMS PAYABLE OUT OF NO. 479-04, FIRE STATION CONSTRUCTION BONDS, SERIES 1956.

* * * * *

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

- 1. The attached low bid of D. f. *(Jack) Orts, General Contractor, Inc., P.O. Box 6355, Alamo Heights Station, San Antonio, Texas, in the amount of \$41,700.00 for construction of Fire Training Tower at 4719 South Zarzamora Street is hereby accepted.
- 2. The City Manager is hereby authorized to execute a standard public works construction contract for the project stated in Paragraph 1 above.
- 3. The contract is attached hereto and made a part hereof.
- 4. The following sums are hereby appropriated out of No. 479-04, Fire Station Construction Bonds, Series 1956.
 - a. \$41,700.00 payable to D. F. *(Jack) Orts, General Contractor, Inc.
 - b. \$500.00 as a Construction Contingency Account.
- 5. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31745

AUTHORIZING THE DIRECTOR OF AVIATION TO GRANT PAINTING DISPLAY PERMITS FOR USE OF WALL SPACE IN THE TERMINAL BUILDING AT SAN ANTONIO INTERNATIONAL AIRPORT TO VARIOUS ARTISTS FOR THE DISPLAY OF THEIR ART WORKS.

* * * * *

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

1. The Director of Aviation is hereby authorized to grant painting display permits for use of Wall space in the Terminal Building at San Antonio International Airport to various artists for the display of their art works.

2. These paintings are to be displayed on the west wall of the Central concourse at a rate of \$15.00 per painting a year plus 10% commission on all sales. The area is to be restricted to not more than 20 paintings, to be changed at least once each 30 days. The artist and pieces of art are to be selected by the Director of Aviation or a member of his staff. A small 2" X 3" card will be attached to each painting stating the title, artist's name and telephone number.

3. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31746

EXTENDING THE INJURY LEAVE OF SERGEANT WILLIAM A. WEILBACHER FOR A PERIOD OF 30 DAYS.

* * * * *

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

1. The injury leave of Sergeant William A. Weilbacher is hereby extended for a period of 30 days.

2. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31747

AUTHORIZING THE SAN ANTONIO MUSEUM ASSOCIATION TO MAKE IMPROVEMENTS TO THE FRONT OF THE NEW FRIEDRICH BUILDING OF THE WITTE MUSEUM.

* * * * *

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

1. The San Antonio Museum Association is hereby authorized to proceed with improvements to the front of the new Friedrich Building of thw Witte Museum in accordance with the plans prepared and submitted by the Museum Association.

2. A copy of the plans is attached hereto and incorporated herein by reference.

3. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31748

ACCEPTING THE LOW BID OF ACE CLEANING CO. FOR REPAIRS TO MUNICIPAL AUDITORIUM; AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD PUBLIC WORKS CONSTRUCTION CONTRACT; AUTHORIZING PAYMENT OF THE SUM OF \$11,390.00 OUT OF SPECIAL PROJECTS ACCOUNT #11-0317 (MUNICIPAL AUDITORIUM REPAIRS) TO ACE CLEANING CO., FOR SUCH WORK; providing FOR THE SUM OF \$300.00 FROM SUCH FUND AS A CONSTRUCTION CONTINGENCY ACCOUNT AND THE SUM OF \$100.00 FROM SUCH FUND AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT.

* * * * *

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

1. The low bid of Ace Cleaning Co., in the amount of \$11,390.00 for repairs to Municipal Auditorium is hereby accepted.

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

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

4. The following sums are hereby authorized for payment out of Special Projects Account #11-03-17 (Municipal Auditorium Repairs) in connection with the contract authorized in Paragraph 2 above:

- a. \$11,390.00 payable to Ace Cleaning Co., for repairs to Municipal Auditorium.
 - b. \$300.00 as a Construction Contingency Account on this project.
 - c. \$100.00 as a Miscellaneous Expenses Contingency Account on this project.
5. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31749

AUTHORIZING THE TOM BENSON CHEVROLET COMPANY TO INSTALL FOUR GAS LAMP FIXTURES EQUIPPED WITH LOUD SPEAKERS ON THE SIDEWALK AT AND NEAR THE ENTRANCE OF SAID COMPANY AT SOUTH ST. MARY'S AND NUEVA STREETS.

* * * * *

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

1. This ordinance manifests a permit to the Tom Benson Chevrolet Company to install four black steel gas lamp fixtures, about 7 feet high, equipped with loud speakers, on the sidewalk at and near the entrance of said Company at the corner of south St. Mary's and Nueva Streets. The location of the said loud speakers shall be approved by the Director of Traffic. The installation and operation of said fixtures shall comply with applicable statutes and ordinances of the City of San Antonio.

2. Said loud speakers shall not be turned on after 10:00 P.M. or before 8:00 A.M., Monday through Saturday, and will not be permitted to be turned on at any time on Sunday. The average sound level out put of said speakers will be limited to 60 decibels five feet from speaker. Only background music will be permitted on the said loud speakers.

3. The City assumes no liability or expense by reason of the grant or exercise of this permit.

4. Permittee agrees to remove said fixtures within 90 days after receipt of notice from the City to do so and to put the sidewalk in the same condition as prior to installation.

5. Permittee, by the acceptance of the terms hereof, agrees to indemnify and hold harmless the City of San Antonio from all claims for personal injury and property damage arising out of or resulting from installation or maintenance of said fixtures or from their existence and operation thereunder.

6. This permit shall become effective only upon acceptance by Permittee as provided below.

7. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31750

AUTHORIZING THE EXECUTION OF A GROUND LEASE AT INTERNATIONAL AIRPORT TO THE SWEARINGEN CORP. FOR A 25-YEAR TERM.

* * * * *

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

1. The City Manager is authorized to execute a lease by the City to the Swearingen Corp. of an area at San Antonio International Airport. A copy of said lease (lease area 104) is attached hereto and incorporated herein.

2. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

SAN ANTONIO INTERNATIONAL AIRPORT (GROUND) 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 Assitant City Manager, pursuant to Ordinance No. 31750, adopted September 20, 1963, (hereinafter called "Lessor"), and Swearingen Corporation, a private corporation, chartered under the laws of Texas, acting by and through its designated officers pursuant to its bylaws or a resolution of its board of directors, (hereinafter called "Lessee"), WITNESSETH:

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

WHEREAS, Lessee proposes to lease a certain ground area, not in the Terminal 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, Basic Provisions

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:

A tract consisting of 1.587 acres, more or less, known as Lease Area 104.

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

2. BASE RENTAL

Lessee agrees to pay Lessor monthly in advance teh following base rental:

Acres	Annual Rate per/Acre Sq.	Annual Rental	Monthly Rental
1.587	\$ 400.00	\$ 634.80	\$52.90

increased or decreased by the amount of any adjustment resulting from the application of Standard Provision 2 of Exhibit 1 hereto.

3. TERM

The term of this lease shall be for the 25 year period beginning September 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 districute 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 aeronautical and allied research; sale of aviation fuel; and space for offices and for business or administrative activities relating to the aforesaid purposes.

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 injury liability and \$50,000.00 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 insuror 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 at the time of execution hereof add upon renewals.

6. PERFORMANCE BOND

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

7. STANDARD PROVISIONS AND COVENANTS

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

EXECUTED IN DUPLICATE ORIGINALS THIS 12th day of September, 1963.

ATTEST: J. H. Inselmann
City Clerk

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

SWEARINGEN CORPORATION, Lessee

BY: E. J. Swearingen
President

P. O. Box 6904

EXHIBIT NO. 1. STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT (GROUND) LEASE

(lessee: SWEARINGEN CORPORATION)

ARTICLE II. ADDITIONAL RENTAL AND CHARGES

1. GROSS RECEIPTS CHARGES

A. COMPUTATION

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

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

of each year's applicable gross receipts.

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

B. DEFINITIONS

The term "gross receipts" shall include the following:

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

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

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

C. RECORDS AND REPORTS

Lessee shall keep true and accurate accounts, records, books and data which shall show all of its gross receipts, as defined hereinabove, upon and within said airport.

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

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

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

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

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

D. Audit

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

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

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

b. Provided, however, that, in the event the adjusted rental rate reaches an amount which is a variation of as much as 25% from the base rental rate, the rentals to be paid under this lease may be the subject of renegotiation at the end of any calendar year at the option 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 sixtieth (60th) day after such notice was given, either party may terminate this lease upon thirty (30) days written notice to the other except, however, that Lessor may not terminate such lease if Lessee shall then elect to continue to pay the adjusted rental rate during the remaining term of the lease in the event of an adjusted rental 25% or more above the base rental, and to continue to pay an adjusted rental not less than 25% less than the base rental during the remaining term of the lease in the event of a variation resulting in a decrease of 25% or more from the base rental.

C. The base rental rate(s) shall be understood to be the rental rate(s) set forth in this agreement (Par. 2, page 2); 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.

C. The base rental rate(s) shall be understood to be the rental rate(s) set forth in this agreement (Par. 2, Page 2); 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. FIELD USE CHARGES

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 approved 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, if any, shall furnish monthly statements, certified by the various suppliers, as to the amount of aircraft fuel delivered to the demised premises, by the 10th of each month for the preceding month.

ARTICLE III. PRIVILEGES AND CONDITIONS

1. DESCRIPTION OF GENERAL PRIVILEGES

Lessor hereby grants to Lessee the following general privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants herein set forth and all of which shall be non-exclusive on the Airport:

- (a) The general unrestricted use of all common aircraft facilities and improvements which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by lessee for commercial aviation activities and fixed base operations, as herein defined. For the purpose of the Lease "Common airport facilities" shall include all necessary landing area appurtenances including but not limited to approach areas, runways, taxiways, aprons, roadways, sidewalks, navigational and avigational aids, lighting facilities, terminal facilities or other common or public facilities appurtenant to said Airport.
- (b) The right of ingress to and egress from the demised premises over and across common or public roadways serving the Airport for Lessee, his agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations as now or may hereafter have application at the Airport.

2. Conditions of Granting Lease

The granting of this lease and its acceptance by Lessee is conditioned upon compliance with the following covenants:

- (a) That no functional alteration of the premises shown on Exhibit 2 or function change in the uses of such premises, except as reflected in said Exhibit 2 shall be made which shall substantially adversely affect the use of the demised premises, without the written consent of both parties hereto.
- (b) That the right to use said common airport facilities in common with others authorized so to do shall be exercised only subject to and in accordance with the laws of the United States of American, the State of Texas, and the City of san antonio; the rules and regulations promulgated by their authority with reference to aviation and air navigation; and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.

ARTICLE IV. OBLIGATIONS OF LESSOR

1. CLEAR TITLE

Lessor covenants and agrees that at and until the granting and delivery of this lease it is well seized of the leased premises and had good title thereto, free and clear of all liens and encumbrances having priority over this lease; and that Lessor has full right and authority to lease the same as herein set forth.

2. MAINTENANCE OF AIRPORT

Lessor covenants and agrees that during the initial twenty years of the term hereof, it shall operate and maintain the airport and its public airport facilities as defined in Article III, Paragraph 1 hereof as a public airport consistent with and pursuant to the Sponsors Assurances given by Lessor to the United States Government under the Federal Airport Act.

3. CONDITION AND MAINTENANCE OF PREMISES

Lessor shall assume no responsibility as to the condition of the demised premises and shall not assume responsibility for maintenance, upkeep or repair necessary to keep the premises in a safe and serviceable condition.

Lessor shall maintain roads (which may be relocated) on the Airport giving access to the leased premises in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the leased premises over said roads at all times.

ARTICLE V. OBLIGATIONS OF LESSEE

1. NET LEASE

This lease in every sense shall be without cost to the Lessor for the development, maintenance and improvement of the demised premises. It shall be the sole responsibility of the Lessee to keep, maintain, repair and operate the entirety of the demised premises and all improvements and facilities placed thereon at Lessee's sole cost and expense.

2. Condition of Premises

Lessee accepts the demised premises in their present condition, and without expense to Lessor, will repair and maintain any installations thereon and remove or cause to be removed any debris to the extent required for its use thereof.

3. Right and Obligation to Construct

Lessee shall have the right to and shall provide for the location, construction,

erection, maintenance, and removal of improvements, in any lawful manner, upon or in the demised premises, for the purpose of carrying out any of the activities provided for herein, provided however, that all plans and specifications for the construction of facilities and improvements (including Landscaping) shall be prepared by registered architects and engineers and shall require the written approval of Lessor before any construction or installation may be undertaken, such approval not be arbitrarily withheld.

4. TIME FOR CONSTRUCTION

Lessee covenants that acceptable plans and specifications shall be submitted to Lessor within 180 days after date hereof and that construction of improvements shall be completed within 12 months after Lessor's approval pursuant to Paragraph 3 above, unless Lessor grants extension of time in writing. Performance of this covenant shall be a condition for continuance hereof, for the breach of which lessor shall have the option of cancellation of this lease on 30 days' written notice to Lessee.

5. MAINTENANCE

Lessee shall, at its sole cost and expense, maintain the demised premises and the buildings, improvements and appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport. Lessee shall repair all damages to said premises caused by its employees, patrons or its operations thereon; shall maintain and repair all equipment thereon, including any drainage installations, paving, curbs, islands, buildings and improvements; and shall repaint buildings thereon as necessary.

Lessee further understands and agrees that Lessor shall be the sole judge of the quality of maintenance and that upon written notice by Lessor to Lessee, Lessee shall be required to perform such maintenance as Lessor deems necessary. If said maintenance is not undertaken by Lessee within 30 days after receipt of written notice, Lessor shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

6. COMMERCIAL AVIATION OPERATIONS BY LESSEE

Lessee shall have the right to and shall conduct a first-class commercial aviation service adequate at all times to meet the demands for such service on the Airport. Lessee agrees to conduct said business in a proper and courteous manner and to furnish good, prompt and efficient commercial aviation services at all times.

Lessee further agrees to charge fair, reasonable and non-discriminatory prices for each unit of sale or services; provided, however, that Lessee will be allowed to make reasonable and non-discriminatory discounts rebates or other similar types of price reductions to volume purchasers.

7. UTILITIES:

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets, the costs of extension, installation and meters, where required, to be borne by Lessee.

TRASH, GARBAGE, ETC.

8. Lessee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the demised premises, is prohibited. As long as normal municipal services provide for the collection and disposal of waste or of certain types of waste in the same general area of the airport, Lessee may be served by same provided it abides by the regulations and ordinances applicable thereto. In the event such service is not available or is discontinued, Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the operation of its business.

9. SIGNS

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

10. Field use charges

Nothing herein shall be deemed to relieve Lessee and its patrons, invitees, and others from field use charges, including fuel flowage fees, as are or may be levied, generally by Lessor directly upon the operation of aircraft at the Airport.

ARTICLE VI. FIRE INSURANCE AND INDEMNIFICATION

1. FIRE INSURANCE

Lessee shall procure from a company authorized to do business in the State of Texas and shall keep in force fire and extended coverage insurance upon its leasehold improvements, to the full insurable value thereof. Lessee shall furnish Lessor with a certificate of insurance and other evidence that such coverage has been procured, containing a provision that Lessor shall be given 30 days' written notice in advance of any alteration or cancellation.

The proceeds of any such insurance, paid on account of fire, explosion or other damage shall be used to defray the cost of repairing, restoring or reconstructing said improvements, as necessary.

2. INDEMNIFICATION

Lessor shall stand indemnified by Lessee as herein provided. It is expressly understood and agreed that Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that Lessor shall in no way be responsible therefor. It is further agreed that in the use of the Airport, in the erection or construction of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall indemnify and save harmless the Lessor from any and all losses that may proximately result to the Lessor because of any negligence on the part of the Lessee, its agents

or employees and shall indemnify Lessor against any and all mechanics and materialmen's liens or any other types of liens imposed upon the premises demised hereunder.

ARTICLE VII. TERMINATION, ETC.

1. TERMINATION

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

2. CANCELLATION BY LESSEE

This lease shall be subject to cancellation by Lessee after the happening of one or more of the following events:

- (1) the permanent abandonment of the Airport as an air terminal.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use and operation of the Airport, and the remaining in force of such injunction for a period of at least ninety days.
- (4) The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty days after receipt from Lessee of written notice to remedy the same.

Lessee may exercise such right of termination by 30 days written notice to Lessor at any time after the lapse of the applicable periods of time and this lease shall terminate as of that date. Rental due hereunder shall be payable only to the effective date of said termination.

3. LESSOR'S OPTION TO CANCEL

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

- (1) The filing of a voluntary petition in bankruptcy by Lessee.
- (2) The institution of proceedings in bankruptcy against Lessee, unless such proceedings are vacated within sixty (60) days after initiation thereof.
- (3) the taking by the court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act, unless such proceedings are vacated within sixty (60) days after initiation thereof.
- (4) The appointment of a receiver of Lessee's assets, unless such proceedings are vacated within sixty (60) days after initiation thereof.
- (5) Any assignment of Lessee's assets for the benefit of creditors.
- (6) the taking of Lessee's Leasehold interest by execution or other process of law.
- (7) The divestiture of Lessee's estate herein by other operation of law.
- (8) The default by Lessee in the performance of any covenant or agreement herein contained and the failure of Lessee to remedy such default within thirty (30) DAYS after receipt from Lessor of written notice to remedy same. No waiver of default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor for any period or periods after default by Lessee of any of Lessee's obligations hereunder shall ^{be} deemed a waiver by Lessor its right to cancel this lease for such default.

4. PROHIBITION OF ASSIGNMENTS

Lessee shall 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, which may be given only by or pursuant to ordinance(s) enacted by the City Council of the City of San Antonio.

5. SUSPENSION OF LEASE

During the time of war or national emergency, Lessor may be compelled to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument which are inconsistent the provisions of the lease to the Government shall be suspended, provided that the term of this lease shall be extended by the amount of the period of suspension.

ARTICLE VIII. TITLE UPON TERMINATION.

Title to buildings and other improvements located upon the premises upon the termination of this lease under the terms hereof shall vest in Lessor at such time; provided that, Lessor shall have the option to demand removal thereof to ground level on written notice to Lessee within 180 days after termination at Lessee's expense, Lessee to continue to pay the rentals provided herein during such removal period.

ARTICLE IX. GENERAL

1. ATTORNEY'S FEES

In any action brought by Lessor for the enforcement of the obligations of Lessee, Lessor shall be entitled to recover reasonable attorney's fees plus interest on any sum recovered from the due date.

2. TAXES

Lessee agrees to pay any taxes, license fees, occupation taxes or assessments lawfully levied on account of Lessee's occupancy or use of the demised premises or upon any improvements placed on property located thereon as a result of Lessee's occupancy.

3. SUBORDINATION OF LEASE AND RELOCATION OF IMPROVEMENTS.

This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be that the property under this lease shall be required, Lessor shall have the right on six months written notice to Lessee, to relocate or replace Lessee's improvements at Lessor's cost and expense in substantially similar form at another general comparable location on the Airport.

4. PAYMENTS

All charges and payments that become due and payable by the Lessee shall be made to the City of San Antonio, at this office of the Director of Aviation, San Antonio International Airport, San Antonio, Bexar County, Texas, or as specified by City's Director of Finance.

5. LANDLORD'S Lien

Lessee hereby gives to the Lessor a lien upon all of ^{at} his property, now or any time hereafter placed in or upon the 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.

6. 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.

7. 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.

8. 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 3.

BUILDING SET-backs:

- A. Established Buildings Lines - All buildings shall be constructed on or behind the established building line.
- B. Hangar Walls with Hangar Door Openings - A distance no less than maximum door opening or 50 feet, whichever is greater; no other part of building, including leantos and door pockets, shall extend any closer to lease line.
- C. Hangar Walls without Hangar Door Openings or Leantos - A minimum distance of 50 feet, except that such walls of bonafide unit-storage hangars may be a distance of no less than 25 feet.
- D. Leanto Walls and Other Buildings Walls- A minimum distance of 25 feet.
- E. Canopies, Carports, Eaves, etc. A Minimum distance of 25 feet.

EXCEPTIONS GRANTED:

- (1) In C above minimum distance of 35 feet granted in lieu of 50 feet.
- (2) In D above minimum distance of 20 feet granted in lieu of 25 feet.

AN ORDINANCE 31751

ESTABLISHING GREEN FEES, LOCKER RENTAL FEES, AND FEES FOR THE USE OF PRIVATELY OWNED POWERED GOLF CARTS AT THE OLMOS BASIN GOLF COURSE, AND DECLARING AN EMERGENCY.

* * * * *

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

1. The following schedule of fees to be paid by patrons of Olmos Basin Municipal Golf Course of the City of San Antonio is hereby established:

Week Days	\$1.50 (if purchased before 2:00 P.M.)
	1.00 (If purchased after 2:00 P.M.)

Saturdays, Sundays, and Holidays	\$2.00 (if purchased before 2:00 P.M.) 1.50 (If purchased after 2:00 p.m.)
Locker Rental	\$2.00 per month
Privately owned Powered Golf Carts, Equipped with terra tires, or equal, and which meet design specifications as prescribed by the city of San Antonio, through the Director of Parks and Recreation	\$2.00 per 18 Holes
Student Ticket (through High School)	\$.50

The Student ticket rate shall apply on weekdays and after 2:00 p.m., on Holidays and Weekends. It does not apply during scheduled tournaments or during exceptionally crowded conditions at which time the golf course manager or his representative is authorized to deny the reduced rates.

2. This ordinance shall become effective on and after September 14, 1963.

3. This ordinance supersedes all ordinances previously passed which might be in conflict with the provisions herein.

4. An emergency exists for the immediate preservation of the public peace, property health, welfare and safety, requiring that this ordinance become effective immediately; therefore, upon passage, this ordinance shall be effective from and after the date of its passage as provided by the Charter of the City of San Antonio.

5. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31752

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF SCHOOL SAFETY PATROL EQUIPMENT FROM THE ALAMO MOTOR CLUB FOR THE CITY OF SAN ANTONIO POLICE DEPARTMENT FOR A NET TOTAL OF \$1,263.10

* * * * *

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

1. THAT the Director of Finance be authorized to purchase certain items of school safety patrol equipment from the Alamo Motor Club for use by the City of San Antonio, Police Department (accident prevention bureau) for anet total of \$1,263.10.

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

3. Payment to be made from General Fund 1-01, Department of Police, Service Division Account No. 07-03-09, Code 3-08.

4. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31753

APPOINTING ROBERT C. JONES A MEMBER OF THE CITY COUNCIL, PLACE NO. 3

* * * * *

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

1. Robert C. Jones is hereby appointed a member of the City Council, Place No. 3, to fill the vacancy created by the ~~resignation~~ ^{RESIGNATION} of Claus H. Rohlf.

2. PASSED AND APPROVED this 12th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31,754

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

* * * * *

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

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

(Case No. 1971)

The Rezoning and reclassification of property from "B" Residence District to "D" Apartment District as follows:

Lot 23, NCB 10261

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 September, 1963.

John Gatti
M A Y O R PRO-tem

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31755

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 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. 1860)

The rezoning and reclassification of property listed below as follows:

Lot 1, NCB 13587 from "B" Residence District to "E" Office District; and Lots 1 and 2, NCB 13588 from "B" Residence District to "D" Apartment District.

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

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

4. PASSED AND APPROVED this 19th day of September, A. D., 1963.

John GATTI
M A Y O R PRO-TEM

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31756

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

* * * * *

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

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

(Case No. 1811)

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

Total acreage of NCB's 13394, 13395, 13397, 13435, 13436 and tract 2-C, 3-C, 4-C, 5-C, 5, 6, and 8-C of NCB 10575.

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 September, 1963.

John Gatti
M A Y O R PRO-TEM

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31757

EVIDENCING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND FRANK M. VALDEZ, ARCHITECT, FOR PROFESSIONAL SERVICES IN CONNECTION WITH PROPOSED INTERNATIONAL ROOM, MODIFICATION IN THE TICKET COUNTER AREA ADJACENT TO THE OLD INTERNATIONAL ROOM, AND APPURTENANCES THERETO FOR SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

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

1. This ordinance makes and manifests an agreement by and between the City of San Antonio, hereinafter called "City", and in words and figures as follows, to-wit:

2. The Architect will design, make and supply the City with necessary plans, working drawings, and specifications for the construction of Proposed International Room, remodeling Old International Room, Modification in the Ticket Counter Area Adjacent to the Old International Room, and appurtenances thereto for San Antonio International Airport in San Antonio, Texas. Under no circumstances shall any charges be made for work other than that included in the above mentioned project.

3. The Architect shall deliver to the Director of Aviation and the Director of Public Works of the City of San Antonio a complete set of reproducible prints of all specifications, maps, drawings, and data, as built.

4. The Architect shall give his personal attention to the performance of this contract and shall employ only competent and skillful assistants to aid him; and shall supply all necessary engineering supervision required for the construction, and shall provide inspection.

5. In consideration of the faithful performance of this contract, the completion and delivery of the plans and specifications and acceptance thereof by the City and the supervision of the contractor to the completion of the job, the City of San Antonio binds itself and obligates itself to pay the Architect a basic fee of six percent (6%) of the construction cost of the project as described in Paragraph 2 above.

6. Partial payments of the fee shall be made as the work progresses and shall be in accordance with the percentage shown in Paragraph 5 of this contract. In consideration of the faithful performance of the contract, the completion and delivery of the necessary plans and specifications and their acceptance by the City and the supervision by the Architect of the contractor to the completion of the construction, the City agrees and is bound hereby and obligated to pay the architect the specified compensation as follows, to-wit:

- a. Upon the completion and acceptance of the preliminary plans, cost estimates and preliminary report, fifteen percent (15%) of the fee shall be paid upon an estimate approved by the Director of Aviation and the Director of Public Works.
- b. Upon the completion and acceptance of the detailed plans and specifications, fifty percent (50%) of the fee shall be paid upon an estimate approved by the Director of Aviation and the Director of Public Works.
- c. For the general supervision, thirty-five percent (35%) in partial payments made from time to time during the progress of the actual construction in accord with the progress of the job made by the contractor and based on the estimates issued and payments made to the contractor. Payments will be made in monthly installments in proportion to the construction work completed and ten percent (10%) of the total fee due in the construction supervision phase will be

retained and be paid within thirty (30) days after acceptance of the completed project. However, where the construction contract price exceeds one million dollars (\$1,000,000.00), the retainage will be five percent (5%). Estimates are to be approved by the director of Aviation and the Director of Public Works for the City of San Antonio.

7. General supervision shall include the necessary construction stakes for the contractor and regular, frequent and periodic visits of the Architect or his qualified representative to the job. It shall also include the checking and certification of estimates submitted by the contractor for payment. Should resident supervision be required, prior authorization from the City shall be obtained.

8. The Architect shall perform his duties to the satisfaction of the Director of Aviation, the director of Public Works, the City Manager, and such representative of the City Manager on the job as the City Manager may appoint.

9. Architect shall furnish City five (5) copies of the preliminary report, including preliminary layouts, sketches and cost estimates, including an estimate of time which will be required to complete the plans and specifications phase after approval of the preliminary phase by the Director of Aviation and the Director of Public Works.

10. Architect shall provide own site survey including topography if no current survey is available from City.

11. The architect shall furnish to the City all necessary copies of approved plans, specifications, notices to bidders, and proposals, in accordance with City's proposal forms. (All sets of plans in excess of ten (10) are to be paid for separately unless otherwise agreed).

12. The Architect shall complete the necessary City Standard form for advertisement for bids.

13. Upon receipt of bids by the City for the construction, the Architect shall make the City a full and complete report on all bids received, together with his recommendation of the best bid.

14. Should any project or job, or part of any project or job, be abandoned before completion, or should the Architect be discharged as provided in Paragraph 15, he will submit certified payrolls showing actual payroll cost and other expenses on the project to date, and shall be reimbursed on the basis of the payroll cost multiplied by two as compensation for all expenses, overhead and profit. Should any project or any part of a project or job on which detailed plans and specifications have been made not be constructed, the Architect shall be paid as set forth in Paragraph 6, sub-paragraphs "a" and "B", based upon an estimated cost of the construction of the project as approved by the Director of Public Works. Any element that may have been omitted in the description of the work of the Architect but which is fairly implied, shall be deemed to be included in this contract and shall be done by the Architect as if the same has been specifically stated without any additional charge to the City.

15. The City may terminate this agreement at any time by a notice in writing to the Architect. Upon receipt of such notice, the Architect shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Architect shall submit a statement, showing in detail the services performed under this agreement to the date of termination. The City shall then pay the Architect promptly as provided in Paragraph 14, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this agreement shall be delivered to the City when and if this agreement is terminated.

16. The Architect warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Architect, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Architect, and fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability.

17. Architect hereby agrees to save harmless the City from all claims and liability due to activities of himself, his subcontractors, agents or employees.

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

19. Architect hereby agrees to comply with all Federal, State, and local laws and ordinances applicable to the work or services under this contract.

20. The foregoing instrument in writing constituting the entire agreement herein, there being no other written nor parole agreement with any officer or employee by the City, it being understood that the Charter of the City of San Antonio requires all contracts to be in writing and adopted by ordinance, otherwise to be null and void.

21. PASSED AND APPROVED this ~~18~~¹⁹th day of September, 1963, A.D.

JOHN GATTI
MAYOR PRO-TEM

ATTEST: J. H. INSELMANN
City Clerk

AN ORDINANCE 31758

*amended
ord 32844
10/24/64
See Ord 33068
11-15-64
amend ord 32919
12-10-64*

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

* * * * *

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

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

(1) Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth in connection with the following designated Airport Improvement Project consisting of the design and development of Federal Airport Project Applications and services as outlined herein for the completion of Lengthening Runway 3-21 together with any necessary relocation thereto and including other items essential for use of this lengthened runway such as necessary taxiways, lighting, etc., located at San Antonio International Airport.

SECTION I

CHARACTER AND EXTENT OF SERVICES

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

A. Preliminary Phase:

- (1) Attend preliminary conferences with City Officials regarding the project.
- (2) Prepare a preliminary engineering study and report on the project, in sufficient detail to indicate clearly the problems involved, including locations of all existing or proposed utilities within the proposed project right-of-way and the alternate solutions available to the City; to include preliminary layouts, sketches, proposed location map showing additional right-of-way requirements, and cost estimates (excluding land costs) for the project, and to set forth clearly Engineer's recommendations. Such report shall conform to all applicable master plans as near as possible, and shall include a plan for coordinating and scheduling with other proposed projects where possible conflicts are involved.
- (3) Furnish City five (5) copies of the preliminary report, including preliminary layouts, sketches and cost estimates, including an estimate of the time which will be required to complete the Field Survey and Plans and Specifications Phases after approval of preliminary phase by Director of Public Works.

B. Field Survey Phase:

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

C. Plans and Specifications phase:

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

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

ALIGNMENT

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

RIGHT-OF-WAY

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

UTILITIES

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

Indicate manholes and clean-outs to be adjusted.

EXISTING IMPROVEMENTS

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

PROPOSED IMPROVEMENTS

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

MISCELLANEOUS

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

PROFILE

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

TITLE SHEET

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

TYPICAL SECTIONS, CONSTRUCTION DETAILS AND ESTIMATED QUANTITIES

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

CROSS SECTIONS

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

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

D. CONSTRUCTION LAYOUT STAKING PHASE:

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

STAKE-OUT (Specific requirements on street projects only) Stake curb at ends, 50 foot stations, PC & PT of curves and each end of each return. Curb stakes are to be offset four (4) feet from face of curb unless otherwise approved by the Director of Public Works. Stake all radius points of curb returns. Stake sidewalks where required at ends and 50 foot stations. Sidewalk stakes are to be offset one (1) foot from property side of walk unless otherwise approved by the Director of Public Works. Where needed on sharp curves, stakes are

to be set at intervals less than 50 feet. Cut sheets are to be prepared, with as many copies as needed. These will show cuts or fills from top of hub to top of curb and from top of hub to property side of walk unless otherwise specified by the Director of Public Works.

E. Construction Supervision Phase:

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

SECTION II

PERIOD OF SERVICE

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

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

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

SECTION III

COORDINATION WITH THE CITY

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

SECTION IV

FEE SCHEDULE

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

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

A. Fee Schedule

Basic minimum fee shall be used on construction cost of individual projects as listed under 1. of the preamble of this contract. Payment for services shall be made to the Engineer at the rate of five percent (5%) of construction cost.

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

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

Use Column A for Storm Drainage Projects
 Use Column B for Sanitary Sewer Projects
 Use Column C for Street Construction Projects
 Use Column D for this project.

B. Method of Payment

Payment shall be made as follows:

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

Filed Survey Phase

Plans & Specifications Phase

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

Construction Supervision Phase -----payment will be made in monthly installments in proportions to the construction work completed and 10% of the total fee due in the construction phase will be retained and be paid within 30 days after acceptance of the completed project.

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

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

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

C. Services Not Included in Above Fees

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

Services

Basis of Compensation

(1) Actual performance of test borings and other foundation investigations and related analyses, and detailed mill, shop and/or laboratory inspection of materials or equipment.

Furnished directly by City or to be agreed upon in writing.

(2) Restaking (to be done only when requested in writing by City)

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

SECTION V

REVISION TO DRAWINGS AND SPECIFICATIONS

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

SECTION VI

OWNERSHIP OF DOCUMENTS

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

SECTION VII

ARBITRATION OF DISPUTES

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

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

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

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

SECTION VIII

TERMINATION

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

SECTION IX

ASSIGNMENT OR TRANSFER OF INTERESTS

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

2. PASSED AND APPROVED this 19th day of September, 1963.

JOHN GATTI
M A Y O R P R O - T E M

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31759

ACCEPTING THE LOW BID OF MEADER CONSTRUCTION COMPANY, INC., IN THE SUM OF \$113,243.00, FOR CONSTRUCTION OF JONES-MALTSBERGER ROAD PAVING PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR; APPROPRIATING THE SUM OF \$113,243.00 OUT OF NO. 479-10, STREET IMPROVEMENT BONDS, SERIES 1957, PAYABLE TO MEADER CONSTRUCTION CO., INC., FOR SAID WORK; AND APPROPRIATING THE SUM OF \$4,000.00 TO BE USED AS A CONSTRUCTION CONTINGENCY ACCOUNT AND THE AMOUNT OF \$3,217.45, PAYABLE TO IRVING S. SELIGMANN, CONSULTING ENGINEER, FOR SERVICES RENDERED IN CONNECTION WITH THIS PROJECT.

* * * * *

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

1. The low bid of Meader Construction Co., Inc., in the sum of \$113,243.00, for construction of Jones-Maltsberger Road Paving Project, is hereby accepted.
2. The City Manager is hereby authorized to execute the standard public works construction contract for such work.
3. The contract is attached hereto and made a part hereof.
4. The following sums are hereby appropriated out of No. 479-10, Street Improvement Bonds, Series 1957, in connection with the project mentioned in Paragraph 1 above:
 - (a) \$113,243.00, payable to Meader Construction Co., Inc.
 - (b) \$4,000.00, to be used as a construction Contingency Account;
 - (c) \$3,217.45, payable to Irving S. Seligmann, Consulting Engineer.
5. PASSED AND APPROVED this 19th day of September, 1963.

John Gatti
MAYOR - PRO TEM

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31760

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF CERAMIC ROAD MARKERS FROM AMERICAN CLAY FORMING PLANT-DIV. FERRO CORPORATION FOR THE CITY OF SAN ANTONIO, DEPARTMENT OF TRAFFIC AND TRANSPORTATION MAINTENANCE FOR A NET TOTAL OF \$5,139.75.

* * * * *

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

1. THAT the Director of Finance is authorized to purchase certain items of ceramic road markers from the American Clay Forming Plant, division Ferro Corporation for use by the City of San Antonio, Department of Traffic and Transportation, maintenance shop for a net total of \$5,139.75.
2. This is the sole source of supply for this particular item.
3. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-02.
4. PASSED AND APPROVED this 19th day of September, 1963.

John Gatti
MAYOR PRO TEM

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31761

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF FERD STAFFEL COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENTS OF PARKS AND RECREATION WITH CERTAIN SEASIDE BENT GRASS SEED FOR A TOTAL OF \$4,323.00.

* * * * *

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

1. The attached low qualified bid of Ferd Staffell Company dated September 9, 1963 to furnish the city of San Antonio Department of Parks and Recreation with 3,000 pounds of seaside bent grass seed for a total of \$4,323.00, Less 1% - 10 days is hereby accepted.
2. Payment to be made from General Fund 1-01 Department of Parks and Recreation as follows:

<u>Account No.</u>	<u>Amount</u>
11-03-02	\$ 1,008.70
11-03-03	846.60

<u>Account No.</u>	<u>Amount</u>	
11-03-08	\$ 1,296.90	
11-03-09	<u>1,152.80</u>	\$4,323.00'

3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 19th day of September, 1963.

John Gatti
M A Y O R P R O - T E M

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31762

APPOINTING MEMBERS TO THE VARIOUS COMMITTEES ON DISCRIMINATION

* * * * *

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

1. The following persons are hereby appointed as members of the designated Committees as follows:

Committee on Discrimination in Privately-Owned but Publicly-Used Facilities.

Vernon Daniel, Chairman (To replace Rev. C. Don Baugh as Chairman).
Rev. Will Shaefer, Member (To fill vacancy created by Rev. C. Don Baugh).
Mr. George E. Bradfield, (Additional Member).

Committee on Military-Civilian Cooperation.

Monsignor James Boyle, (Additional member)
Mr. Ned Dunn, (Additional Member.)
Gen. John H. Foster, Chairman (To replace Gen. Holt Atherton who resigned.)

Committee On Equal Employment for the Equally Qualified.

Dr. W. C. Malloy, (Additional Member.)
Mr. Jack Martin (Additional Member.)

Committee on Education and Retraining.

Mr. Olin LeBaron, (Additional Member .)
Mrs. L. L. Swartzkopf, (Additional Member.)
Mrs. Ned Ludlow, (Additional Member.)

Executive Committee on Discrimination.

The Appointment of Rev. C. Don Baugh, as Chairman, is hereby ratified and confirmed.

Gen. John H. Foster, (to replace Gen. Holt Atherton, who resigned).

2. PASSED AND APPROVED this 19th day of September, 1963.

John Gatti
M A Y O R P R O - T E M

ATTEST: J. H. Inselmann
City Clerk

A RESOLUTION

* * * * *

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

1. That this weekend, Saturday, and Sunday, September 21st and 22nd, 1963, be designated as a time of contemplation by the citizens of San Antonio of the deplorable killing of innocent children that occurred in Birmingham, Alabama, and we ask that the citizens, in their own way and in their own churches and synagogues, give thought and prayers that such a thing will not occur again in these United States.

2. PASSED AND APPROVED this 19th day of September, 1963.

John Gatti
M A Y O R P R O - T E M

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31763

APPOINTING MEMBERS OF THE BOARD OF ADJUSTMENT
* * * * *

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

1. The following named persons are hereby appointed to serve as members of the Board of Adjustment of the City of San Antonio, in the capacities shown for the unexpired portion of terms ending July 31, 1965:

- A. L. Dramberger, regular member, replacing Robert C. Jones
- R. F. Hallock, alternate member, replacing A. L. Dramberger

2. PASSED AND APPROVED this 19th, day of September, 1963.

John Gatti
M A Y O R - P R O
T E M

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31764

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF CARPENTER PAPER COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN OFFSET PAPER FOR CENTRAL STORES-REPRODUCTION FOR A TOTAL OF \$1,634.00.

* * * * *

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

1. The attached low qualified bid of Carpenter Paper Company, dated September 20, 1963 to furnish the City of San Antonio Department of Finance, Central Stores, Reproduction Section with certain offset paper for a total of \$1,634.00, less 2%-30 days is hereby accepted.

- 2. Payment to be made from Working Capital, 6-01, Code 6-02.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31765

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF SCOTCHLITE MATERIAL FROM THE MINNESOTA MINING AND MANUFACTURING COMPANY FOR THE CITY OF SAN ANTONIO, DEPARTMENT OF TRAFFIC AND TRANSPORTATION, SIGN SHOP FOR A TOTAL OF \$5,242.50.

** * ** * ** * **

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

1. That the Director of Finance be authorized to purchase certain items of Scotch-lite materials from the Minnesota Mining and Manufacturing Company for use by the City of San Antonio Department of Traffic and Transportation, sign and paint shop for a total of \$5,242.50.

- 2. This is the sole source of supply for this particular items.
- 3. Payment to be made from General Fund 1-01, Department of Traffic and transportation, Account No. 23-02-01, Code 3-30.
- 4. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31766

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH UNIVERSAL BOOKBINDERY, inc. to furnish THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF REBINDING OF BOOKS AND MAGAZINES FOR PERIOD COMMENCING ON DATE OF ACCEPTANCE BY CITY COUNCIL AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of Universal Bookbindery, Inc. to furnish the requirements of rebinding of books and magazines for the City of San Antonio for a period commencing on date of acceptance by the City Council and terminating July 31, 1964 is hereby accepted.

2. This ordinance makes and manifests a contract with Universal Bookbindery, Inc. to furnish the requirements of rebinding of books and magazines for the City of San Antonio for period commencing on date of acceptance by City council and terminating July 31, 1964. The City of San Antonio hereby agreesto purchase all its requirements of re binding of books and magazines form Universal Bookbindery, Inc. during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.

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

4. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31767

ACCEPTING CERTAIN BIDS FOR THE PURCHASE OF CERTAIN BUILDING LOCATED ON CITY-OWNED PROPERTY, AND MAKING AND MANIFESTING ABILL OF SALE TO THE SUCCESSFUL BIDDERS.

* * * * *

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

1. The following high bids submitted for purchase of improvements to be moved with some corrections, located on City-owned property, are hereby accepted:

<u>Parcel No.</u>	<u>Address</u>	<u>High Bidder</u>	<u>High Bid</u>
5605	2363 Frio City Rd.	G. W. Preston	\$ 888.00
5606	2300 Frio City Rd.	Fred Dodson, Jr.	\$ 227.00
5614	139 Quintana Rd.	Kelly Salvage Co.	\$ 751.50
5633	1422 Fresno Drive	Mission Mtg. Co.	\$ 1,660.00
5634	1418 Fresno Drive	Mission Mtg. Co.	\$ 1,582.50

Buyers shall have sixty (60) days from the date of the ordinance making and manifesting a bill of sale to remove the improvements on the above parcels.

2. The following high bids submitted for purchase of buildings to be wrecked, located on City-own property, are hereby accepted:

<u>PARCEL. No.</u>	<u>Address</u>	<u>High Bidder</u>	<u>High Bid</u>
5604	2351 Frio City Rd.	Ernest Holub	\$131.75

Buyer shall have sixty (60) days from date hereof to remove the above improvements and clear lots. Fences, water wells and casings (is any) are expected from this sale.

3. All other vids on the above named parcels are hereby rejected.

4. This ordinance make sand manifests a Bill of Sale to the successful bidder named in Paragraphs #1 and #2 hereof to the buildings on which he was successful bidder; subject, however, to the conditions contained in the advertisements for the bids and of the proposals of the successful bidder submitted in response thereto. The terms and conditions of said advertisements and proposals are expressly made a part hereof, and incorporated herein, by reference, and full compliance with such terms and conditions is expressly made a condition precedent to the acquisition of any rights by any of the successful bidders named in Paragraph #1 and #2. Time is of the essence of these sales, and buyer must comply with said terms and conditions strictly within the time prescribed in said advertisements and proposals.

5. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31768

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SOUTHWESTERN BELL TELEPHONE COMPANY AND THE STATE OF TEXAS (TEXAS HIGHWAY DEPARTMENT) FOR PARTICIPATION IN THE RELOCATION COST OF CERTAIN TELEPHONE COMPANY FACILITIES NECESSITATED BY THE CONSTRUCTION OF U. S. HIGHWAY 90 WEST EXPRESSWAY OVER THE MISSOURI-PACIFIC RAILROAD COMPANY RIGHT-OF-WAY; AND APPROPRIATING THE SUM OF \$5,991.96 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, 1961 FUND NO. 479-16, IN CONNECTION THEREWITH.

* * * * *

WHEREAS, the City entered into a 50-50 Participation Agreement with the State of Texas (Texas Highway Department) to cover construction of U. S. Highway 90 West Expressway, including the necessary utility relocations; and

WHEREAS, it is necessary that Southwestern Bell Telephone Company adjust certain telephone facilities on this project at its intersection with the Missouri-Pacific Railroad Company right-of-way, at a cost of \$5,991.96; NOW, THEREFORE,

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

1. The City Manager is hereby authorized to execute a contract with the Southwestern Bell Telephone Company and the State of Texas acting by and through the Texas Highway Department for the relocation of certain telephone facilities on U. S. 90 West Expressway Project in vicinity of Missouri-Pacific Railroad crossing. A copy of said agreement (on State form D-15-43) is attached hereto and incorporated herein.

2. The sum of \$5,991.96 is appropriated^{out} of Highway 90 West Expressway Bonds, 1961 Fund No. 479-16, payable to Southwestern Bell Telephone Company, pursuant to the terms of said agreement.

3. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

Texas Highway Department
form D-15-43
Page 1 of 2

CONTRACTUAL AGREEMENT
FOR
RIGHT OF WAY UTILITY ADJUSTMENTS
(CITY FORM)

STATE OF TEXAS

COUNTY OF TRAVIS

COUNTY Bexar
PROJECT 8015-1-8
HIGHWAY U. S. 90 West
AGREEMENT NO.
(To Be Completed By The State)

This agreement entered into this _____ day of _____, 1963, by and between the State of Texas, acting by and through the Texas Highway Department, hereinafter called the State and the City of San Antonio, Texas, acting by and through its duly authorized official under Ordinance dated 26th day of September, 1963, hereinafter called the City, and the Southwestern Bell telephone Company, acting by and through its duly authorized representative, hereinafter called the Owner.

WHEREAS, the State and City have previous to this date entered into a contract agreeing to handle by separate contract the adjustment, removal or relocation of certain utility facilities necessitated as a result of highway improvements on the subject project on the basis of a pre-determined firm commitment for right of way reimbursement approved by the State;

WHEREAS, the Owner, in an affidavit dated September 9th, 1963, has asserted an interest in certain lands and that this proposed highway improvement will necessitate the adjustment, removal or relocation of certain facilities of the Owner now located upon such lands as indicated in the following statement of work: The removal of aerial plant as follows: (a) 1-74 pair, 16 gauge toll cable, (b) 1-600 pair, 22 gauge exchange cable, (c) 26 copper wires, and; the underground installation of the following: (a) 1-75 pair, 19 Gauge toll cable, (b) 1-600 pair, 22 gauge exchange cable, (c) 1-25 pair, 19 gauge cable.

WHEREAS, the State and the City desire to accomplish the adjustment, removal or relocation of the Owner's utility facilities by entering into an agreement with the Owner;

NOW, THEREFORE, BE it mutually agreed that this contract entered into this date between the parties hereto is intended to implement and effectuate the terms and provisions of that contract of January 13th, 1961, entered into between the State and the City, as it pertains to right of way utility adjustments and as it effects the utility facilities of the Owner.

Upon execution of this agreement by the parties hereto the City will, by written notice, authorize the Owner to proceed with the necessary adjustment, removal or relocation; and the Owner agrees to prosecute such work diligently to completion in such manner as will not result in avoidable interference or delay in either the State's highway construction or in the said work.

The owner will carry out said adjustments, removals or relocations in accordance with the plans attached hereto, and the costs paid by the City pursuant to this contract shall be full compensation to the Owner for the costs incurred in making such adjustments, removals or relocations. Bills for work hereunder shall be submitted to the City not later than ninety (90) days after completion of the work.

The City, subject to the acquisition of such rights or interests as may be deemed necessary along or across the Owner's interest in land, agrees to pay the Owner and the owner agrees to accept a lump sum amount of \$5,991.96 as full reimbursement for work covered by this contract, said reimbursement to be forthcoming in such lump sum only after receipt of a lump sum final billing in the foregoing amount accompanied by a certificate to the effect that such work has been fully accomplished. The State will reimburse the City in an amount equal of 50 per cent of the lump payment to the Owner upon receipt of proper billing and certificate by the City that payment in this amount has been made to the owner.

It is expressly understood that this contract is subject to cancellation by either the State or the City at any time up to the date that work under this contract has been authorized and that such cancellation will not create any liability on either the part of the State or the City.

CITY OF SAN ANTONIO, TEXAS

BY: W. W. McAllister

ATTEST: J. H. Inselmann
City Clerk

OWNER: Southwestern Bell Telephone Company

BY:

TITLE:

DATE:

Examined and Recommended for Approval:

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the order, established policies, or work programs heretofore approved and authorized by the State Highway Commission:

BY: _____
Executed as State Highway Engineer and approved for state Highway Commission.

RECOMMENDED FOR APPROVAL

District Engineer

Right of Way Engineer

AN ORDINANCE 31769

AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM TO A SMALL PORTION OF MEDINA AND RUIZ STREETS RIGHT-OF-WAY ABUTTING PARTS OF LOTS 7 AND 8, NEW CITY BLOCK 257, TO SAN-TEX LUMBER COMPANY, FOR THE SUM OF \$150.00.

* * * * *

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

1. The City Manager is hereby authorized to execute a Quitclaim to a small portion of Medina & Ruiz Streets right-of-way abutting parts of Lots 7 and *8, New City Block 257, to San-Tex Lumber Company, a Texas Corporation, for and in consideration of the sum of \$150.00. Acopy of said Quitclaim is attached hereto and incorporated herein by reference.

2. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

QUITCLAIM DEED

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS

That the City of San Antonio, a municipal corporation incorporated under the laws of the State of Texas, acting by and through David A. Harner, Assistant City Manager, pursuant to Ordinance No. 31769, dated the 26th day of September, 1963, duly adopted by the City Council of said City, for and in consideration of the payment of the sum of ONE HUNDRED FIFTY AND NO/100 (\$150.00) DOLLARS, to is in hand paid by SAN-TEX LUMBER COMPANY, a Texas Corporation, hereinafter called "Grantee", of the County of Bexar, State of Texas, has BARGAINED, SOLD, QUITCLAIMED AND RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM and RELEASE, unto the said SAN-TEX LUMBER COMPANY, ALL ITS RIGHT, TITLE, INTEREST and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

A part of N. Medina Street right-of-way, west of NCB 257, San Antonio, Bexar County, Texas, now owned by the City of San Antonio; and being more particularly described as follows:

BEGINNING at thenorthwest corner of Lot A, NCB 257, said corner being the intersection of the east right-of-way line of N. Medina Street and the south right-of-way line of Ruiz Street;

THENCE southerly along the east right-of-way line of N. Medina Street and the west line of Lots A and D passing the southwest corner of Lot A and the northwest corner of Lot D at 51.4 feet, a total distance of 51.7 feet to a point in the outside wall of a building;

THENCE severing the N. Medina Street right-of-way westerly and perpendicular to said east right-of-way line of N. Medina Street, a distance of 0.6 feet to an outside wall corner of said building;

THENCE with a line running in a northerly direction along the outside wall alignment of said building within the N. Medina Street right-of-way, a distance of 51.7 feet to a point on the south right-of-way line of Ruiz Street extended;

THENCE easterly along the south right-of-way line of Ruiz Street extended, a distance of 0.4 feet to the point of beginning.

A part of Ruiz Street right-of-way north of NCB 257, Sañ Antonio, Bexar County, Texas, now owned by the City of San Antonio, and being more particularly

described as follows:

BEGINNING at the northwest corner of Lot A, NCB 257, said corner being the intersection of the east right-of-way line of N. Medina Street and the south right-of-way line of Ruiz Street;

THENCE EASTERLY along the south right-of-way line of Ruiz Street and the north line of Lot A, A distance of 91.7 feet to a point in an outside wall of a building said point being 0.3 foot west of the northeast corner of Lot A;

THENCE severing the Ruiz Street right-of-way northerly and perpendicular to said south right-of-way line of Ruiz Street, a distance of 0.5 feet to an outside wall corner of said building;

THENCE with a line running in westerly direction along the outside wall alignment of said building within the Ruiz Street right-of-way, passing the east line of N. Medina Street extended at 91.7 feet, a total distance of 92.1 feet to an outside wall corner of said building within the common right-of-way of N. Medina Street and Ruiz Street;

THENCE with a line running/a southerly direction along the outside wall alignment of said building, a distance of 0.3 feet to a point in the south right-of-way line of Ruiz Street;

THENCE, easterly along the south right-fo-way line of Ruiz Street extended, a distance of 0.4 feet to the point of beginning.

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

TO HAVE AND TO HOLD the aforescribed premises unto the said SAN- TEX LUMBER COMPANY, their successors and assigns forever.

WITNESS BY HAND THIS 26th day of September, 1963.

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

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared David A. Harner, Assistant City Manager of the City of San Antonio a municipal corporation, knwon 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 September, 1963.

AN ORDINANCE 31770

APPROPRIATING THE SUM OF \$9,849.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT-OF-WAY for U. S. 90 WEST PROJECT; ACCEPTING FOUR DEDICATIONS FOR MISCELLANEOUS EASEMENTS, AND ACCEPTING A DEDICATION FOR A STORM DRAINAGE EASEMENT.

* * * * *

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

1. The sum of \$9,849.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

a. \$2,000.00 payable to STEWART TITLE Company as escrow agent for Victor Cervantes and Esther Orozco Cervantes for title to West 199 feet of the South 100 feet of the North 300 feet of Lot 9, Block 8, NCB 8084, being Parcel 393-4693.

b. \$4,299.00 payable to Stewart Title Company as escrow agent for Cruz Villanueva and Oralia L. Villanueva for title to Lots 3 and 4, Block 36, NCB 8074, being Parcel 594-4894.

c. \$3,550.00 payable to Stewart Title Company as escrow agent for Miguel Hernandez and Genoveva Hernandez for title to Lots 19 and 20, Block 31, NCB 8069, being Parcel 568-4868

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. Easement dedication of that portion of Lot 2, Block 2, Montcalm Addition, recorded in the Plat and DEED Records of Bexar County, Texas, in Volume 642, Page 98, and now in use a Montrose Avenue, granted by R. W. Stappenbeck, Sr., et us, for the Montrose Avenue Project is hereby accepted. A copy of the instrument dedicating said easement is filed herewith and incorporated herein by reference.

3. Easement dedication of that portion of the North 1/2 of Lot 1, Block 2, Montcalm Addition, recorded in the Plat and Deed Records of Bexar County, Texas, in Volume 642, Page 98, and now is use as Montrose Avenue, granted by Mrs. H. T. Nash for the Montrose Avenue Project is hereby accepted. A copy of the instrument dedicating said easement is filed herewith and incorporated herein by reference.

4. Easement dedication of that portion of Lot 38, Block 2, Montcalm Addition, recorded in the Plat and Deed Records of Bexar County, Texas, in Volume 642, Page 98, and now in use as Montrose Avenue, granted by Bertha Foerster, et vir, for the Montrose Avenue Project is hereby accepted. A copy of the instrument dedicating said easement is filed herewith and incorporated herein by reference.

5. Easement dedication of that portion of Lot 37, Block 2, Montcalm Addition, recorded in the Plat and Deed Records of Bexar County, Texas, in Volume 642, Page 98, and now in use as Montrose Avenue, granted by Robert Lee Moffett, Executor for estate of Edwin O. Moffett, Deceased, for the Montrose Avenue Project is hereby accepted. A copy of the instrument dedicating said easement is filed herewith and incorporated herein by reference.

6. Dedication of an Easement and right-of-way for Storm Drainage Project #72, Connection, over across, under and upon a tract of Land out of Lot 12-A, NCB 8406, being Parcel 3694, granted by Arthur J. Puig, et al, is hereby accepted. A copy of said Dedication is filed herewith and incorporated herein by reference.

7. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

Misc. Easements &
Dedications
Dedication of Montrose
Avenue Right-of-way

STATE OF TEXAS

COUNTY OF BEXAR

I (or we), the undersigned, being the original owners of Lot 2, Block 2, Montcalm Addition, a subdivision out of the southern portion of the Thomas Thatcher Survey No. 24 in Section one (1), according to plat recorded in the Plat and Deed Records of Bexar County, Texas, in Volume 642, Page 98, do hereby dedicate that portion of this lot now in use as Montrose Ave., to the City of San Antonio, Texas

/s/ R. W. Stappenbeck, Sr.
/s/ Lilly E. Stappenbeck

Misc. Easements & Dedications
Dedication of Montrose Avenue
Right-of-way

STATE OF TEXAS

COUNTY OF BEXAR

I (or we) the undersigned, being the original owners of lot N 1/2 of 1, Block 2, Montcalm Addition, a subdivision out of the southern portion of the Thomas Thetcher Survey No. 24 in Section one (1), according to plat recorded in the Plat and Deed Records of Bexar County, Texas, in Volume 642, Page 98, do hereby dedicate that portion of this lot now in use as Montrose Ave., to the city of San Antonio, Texas

Mrs. H. T. Nash

STATE OF TEXAS

COUNTY OF BEXAR

I (or We), the undersigned, being the original owers of Lot 38, Block 2, Montcalm Addition, a subdivision out of the southern portion of the Thomas Thatcher Survey No. 24 in Section one (1), according to plat recorded in the Plat and Deed Records of Bexar County, Texas, in Volume 642, Page 98, do hereby dedicate that portion of this lot now is use as Montrose Ave., to the City of San Antonio, Texas.

Mrs. Bertha Foerster

STATE OF TEXAS

COUNTY OF BEXAR

I (or we), the undersigned, being the original owners of Lot 37, Block 2, Montcalm Addition, a subdivision out of the southern portion of the Thomas Thatcher Survey No. 24, in Section one (1) according to plat recorded in the Plat and Deed Records of Bexar County, Texas, in volume 642, Page 98, do hereby dedicate that portion of this lot now in use as Montrose Ave., to the City of San Antonio, Texas

Robert Lee. V. Moffett
Executor for Estate of
Edwin O. Moffett Deceased

Parcel: 3694
Project: Storm Drainage 72,
72X Connection

STORM DRAINAGE EASEMENT
(DEDICATION)

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That, we, ARTHUR J. PUIG, owing, occupying and claiming other property as my home-
stead and joined by ALAMO SAVINGS AND LOAN ASSOCIATION, of Bexar County, Texas, dedicate to the
City of San Antonio, Bexar County, Texas, an easement and right-of-way for underground storm
drainage over, across and upon the following described lands located in Bexar County, Texas,
to-wit:

A parcel of land out of original Lot 12, Now sometimes designated as Lot 12-A, now sometimes
designated as Lot 12-A, New City Block 8406, LOMA LINDA in the City of San Antonio, Bexar
County, Texas, according to a map or plat recorded in Volume 368, page 323 of the Deed and
Plat Records of Bexar County, Texas, more fully described as follows:

BEGINNING AT a point on the West line of Fredericksburg Rd, said point being the Northeast cor-
ner of Lot 12-A, N.C.B. 8406;

THENCE S. 41° 03' E. along the W. line of Fredericksburg Road, a distance of 187.00 feet to a
point, said point being the S. E. Corner of Lot 12-A;

THENCE S. 58° 30' W. along the S. line of said Lot 12-A, a distance of 82.00 feet to a point;

THENCE N. 16° 02' 55" W., a distance of 191.32 feet to the point of beginning.

Together with the right of ingress and egress over said right-of-way for the purpose
of constructing, reconstructing, inspecting, patrolling, and maintaining said storm drainage
facilities; the right to relocate storm drainage facilities within said right-of-way; the right
to relocate storm drainage facilities within said right-of-way; the right to remove from said
lands all trees and parts thereof, or other obstructions, which may interfere with the exer-
cise of the rights granted hereunder; and the right of exercising all other rights hereby grant-
ed, and grantors expressly covenant and agree for themselves, their heirs and assigns, that no
building or obstruction of any kind will be placed on said easement right-of-way herein granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said City of
San Antonio, its successors and assigns, until the use of said right-of-way shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives, to warrant and
forever defend all and singular the above described easement and rights unto the said City of
San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or
to claim the same or any part thereof.

WITNESS our hand, this 20th day of August, A.D., 1963.

/s/ Arthur J. Puig

ALAMO SAVINGS & LOAN ASSOC.

BY: /s/ Jarvin P. Jones
Vice-President

AN ORDINANCE 31771

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

* * * * *

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

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

Being twelve (12) parcels of land, situated within the corporate limits of
the City of San Antonio, Bexar County, Texas, more particularly described as
follows:

Parcel A - The Channel of San Pedro Creek from its confluence with Alazan
Creek upstream to the south boundary of Cevallos Street.

Parcel B - The full width of the right of way of Cevallos Street between the
west edge of the Missouri-Kansas-Texas Railroad tracks on the East and a line
normal to the north boundary of said street, said line originating at the
angle point in the north boundary of said street 225 feet, more or less, easter-
ly from the east boundary of South Laredo Street.

Parcel C - A triangular parcel of land bounded by the south boundary of
Cevallos Street, the extension eastward of the south boundary line of New City
Block 919, and the extension northward of the east boundary line of New City
Block 918.

Parcel D - The area reserved for San Pedro Creek channel bounded on the South by the north boundary of Cevallos Street, on the East by the west boundary lines of City Block A-63, New City Block 920, and on the North by the south boundary of the right of way of the Southern Pacific Railroad, and on the West by the east boundary line of New City Block 919.

Parcel E - The channel of San Pedro Creek across the 100 feet-wide right of the Southern Pacific Railroad.

Parcel F - The area reserved for the channel of San Pedro Creek Bounded on the South by the north boundary of the right of way of the Southern Pacific Railroad and the west boundary of City Block A-63, on the East by the west boundary of the right of way of the Missouri - Kansas-Texas Railroad, and on the North and West by the easterly boundary of New City Blocks 920 and 919, and the east end of Sharp Street.

Parcel G - The full width of the right of way of Sharp Street between the east end of said street at the bank of San Pedro Creek and a line connecting the northeast corner of the intersection of Sharp and Tunstall Streets with a point in the south boundary of Sharp Street, said point lying 270 feet east along said south boundary from the east boundary of South Laredo Street.

Parcel H - The full width of the right of way of South Alamo Street from the west edge of Missouri-Kansas-Texas Railroad tracks westward to a line normal to the center line of South Alamo Street and 420 feet southeast along said centerline from the east boundary of South Laredo Street.

Parcel K - The triangular area reserved for San Pedro Creek channel bounded on the North by the south boundary of camp Street, on the West by the east' boundary of New City Block 920, and on the Southeast by the west boundary of the right of way of the Missouri- Kansas-Texas Railroad.

Parcel L - The full width of the right of way of Camp Street from a line parallel to the east boundary of South Laredo Street and 400 feet east of said boundary, eastward to the west edge of the Missouri-Kansas-Texas Railroad Tracks.

Parcel M - The channel of San Pedro Creek in the area bounded on the South by the north boundary of camp Street, on the East by the west boundary of Lot 1, New City Block 2554, on the North by the westward extension of the north boundary line of lot 1, New City Block 2554, and on the West by the east boundary of Lots 22 and 23, New City Block 921.

Parcel N - A triangular area of creek channel bounded on the South by the north boundary of Lots 1 and 2 and a westward extension of said boundary of Lot 1, New City Block 2554 on the Northwest by the easterly boundary lines of Lots 22, 21 and 20, New City Block 921, and on the East by west boundary of the right of way of the Missouri-Kansas-Texas Railroad.

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

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

2. This easement is granted for the following purposes:

A surface and sub-surface easement, including the rights of construction, excavation, digging, ingress and egress, for the purpose of providing Grantee, its agents, employees and independent contractors as access, working construction and storage area for the construction, operation and maintenance of the San Antonio Channel improvement Project, San Pedro Creek, Texas, in accordance with the plans for Part 1 of Unit 7-A thereof, copies of the plans and specifications for which have been previously submitted to and approved by Grantor.

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

A. If Grantee, its successors and assigns, shall cease to use the above-described property, or any part thereof, for said purposes, this easement shall expire and terminate at such time of abandonment as to any or all such property so abandoned. In the event of such abandonment, Grantor shall have the same complete title to said property as though these presents had never been executed, and shall have the right to enter thereon and exclude therefrom Grantee, its successors and assigns; provided that Grantor may not exercise such right of entry and exclusion so as to interfere with the maintenance and operation of the works of said flood control channel be Grantee, its successors and assigns, in accordance with regulations prescribed by the Secretary of the Army or his delegated representative.

B. Grantee, by its acceptance of this easement, agrees to take all necessary precautions to protect all Grantor's utilities within this easement, and be responsible for any damages caused by Grantee's exercise of the purposes for which this easement is granted.

C. It is agreed and understood that this easement shall not prevent the future use of the above-described property by Grantor, its boards and agencies, for the purpose of constructing, operating and maintaining thereupon and thereacross bridges and utility transmission lines; provided that the plans thereof shall be submitted to and approved by the Secretary of the Army or his delegated representative, acting through the Grantee, its successors and assigns, and further provided that said

construction, when completed, shall not interfere with flood control.

4. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
/s/ Walter W. McAllister
M A Y O R

ATTEST: J.H. Inselmann
City Clerk

ORDINANCE #31772

(Construction, Maintenance and Operation of Street Illumination System)
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CITY CLERK TO AFFIX THE CORPORATE SEAL AND ATTEST THE SAME, A CERTAIN CONTRACT BETWEEN THE CITY AND THE STATE OF TEXAS FOR THE PURPOSES OF DETERMINING THE JOINT RESPONSIBILITIES FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF THE STREET ILLUMINATION SYSTEM ON THE SAN ANTONIO URBAN EXPRESSWAY; FROM KENNY ROAD NORTH TO NORTH CITY LIMIT, THE ROUTE OF INTERSTATE HIGHWAY 10; FROM FREDERICKSBURG ROAD SOUTHWEST TO NEAR CALLAGHAN ROAD, THE ROUTE OF INTERSTATE HIGHWAY 410; FROM CHERRY RIDGE ROAD NORTHEAST TO NEAR JACKSON-KELLER ROAD, AND FROM MCCULLOUGH AVENUE TO U. S. HIGHWAY 81 BUSINESS ROUTE NEAR FRATT ROAD, THE ROUTE OF STATE LOOP 410.

* * * * *

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

WHEREAS, the City by this Ordinance accepts Highway Commission Minute Order No. 53433 covering the illumination of IH 10 from Kenny Road north to North City Limit; IH 410 from Fredericksburg Road southwest to near Callaghan Road; State Loop 410 from Cherry Ridge Road northeast to near Jackson-Keller Road; and from McCullough Avenue to U. S. Highway 81 Business Route near Fratt Road.

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

SECTION 1. That the City does accept the State Highway commission Minute Order Number 53433 dated August 27, 1963.

SECTION 2. That since the convenience and safety of the City and the people of the City require it, said Street Illumination System shall be constructed, operated and maintained.

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

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

PASSED AND APPROVED this 26th day of September, 1963.

/s/ W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31773

DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF A TEMPORARY WORKING EASEMENT UPON AND TO CERTAIN PRIVATELY-OWNED REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO FOR PUBLIC PURPOSES, NAMELY, THE CONSTRUCTION OF GUADALUPE STREET GRADE CROSSING PROJECT AND SAID PRIVATELY-OWNED REAL PROPERTY BEING OWNED BY TANNERS HIDES, INC., LOCATED AT 908 S. MEDINA STREET AT GUADALUPE STREET, AND DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION PROCEEDINGS TO ACQUIRE SAID EASEMENT, AND DECLARING AN EMERGENCY.

* * * * *

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

1. Public necessity requires that the City of San Antonio acquire a temporary working easement upon and to certain privately-owned real property within its corporate limits for public purposes, namely, the construction of Guadalupe Street Grade Crossing Project, such temporary easement being needed for the purpose of work to be done relative to the demolition of a portion of a certain improvement and the protection of the remaining portion of the improvement at the southeast corner of Guadalupe and Medina Streets in San Antonio, Texas.

2. Said privately-owned real property is owned by Tanners Hides, Inc. and is located at 908 South Medina Street at Guadalupe Street, San Antonio, Bexar County, Texas, a portion of which property has heretofore been acquired by condemnation proceedings in cause No. 1425 in County Court of Bexar County, such easement is shown on the accompanying exhibit, which is

Attached hereto and incorporated herein by reference and marked as "Exhibit A".

3. The City Attorney is hereby directed to institute and prosecute to conclusion all necessary proceedings to condemn or otherwise acquire the working easement described above as the City of San Antonio is unable to purchase or otherwise acquire same by reason of its inability /to agree with the owners thereof as to the value of such easement and property right or for any other legal reason.

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

5. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31774

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SAN FERNANDO WATER COMPANY INVOLVING THE RELOCATION OF A PORTION OF THE WATER PIPE-LINE SYSTEM OF SAID COMPANY LOCATED WITHIN THE PROPOSED RIGHT OF WAY OF U. S. HIGHWAY 90 WEST, SAID RELOCATION TO BE PERFORMED UNDER CONTRACT TO BE AWARDED BY CITY WATER BOARD AT INITIAL EXPENSE OF THE CITY OF SAN ANTONIO AND FURTHER PROVIDING THAT A SUBSEQUENT COURT ACTION WILL BE FILED BY THE CITY OF SAN ANTONIO TO ULTIMATELY DETERMINE IF SAN FERNANDO WATER COMPANY SHOULD PAY FOR SUCH RELOCATION; AUTHORIZING THE CITY MANAGER TO NOTIFY CITY WATER BOARD OF SAN ANTONIO TO PROCEED WITH AWARDED OF CONTRACT FOR SUCH RELOCATION TO LOWEST QUALIFIED BIDDER AND FURTHER THAT THE CITY OF SAN ANTONIO WILL APPROPRIATE NECESSARY FUNDS FOR SUCH RELOCATION AND ENGINEERING COSTS TO THE CITY WATER BOARD OF THE CITY OF SAN ANTONIO WITHIN 30 DAYS AFTER COMPLETION OF SAID RELOCATION.

* * * * *

WHEREAS, the City of San Antonio and the State of Texas have entered into a 50-50 participation agreement for the construction of U. S. Highway 90 West; and,

WHEREAS, the Texas Highway Department has heretofore awarded a contract for the construction of said U. S. Highway 90 West; and,

WHEREAS, THE relocation of a portion of the San Fernando Water Company pipeline is necessary for said construction; and,

WHEREAS, the City Water Board has advertised for bids from independent contractors to perform said relocation and will supervise the relocation of such water pipelines, according to the plans and specifications heretofore prepared by City Water Board; and,

WHEREAS, the relocation costs for the relocation of the said portion of the water pipelines are to be initially paid by the City of San Antonio and a subsequent court action is to be filed by the City of San Antonio to determine if San Fernando Water Company should pay such relocation costs, all as set forth in the contract attached hereto; NOW, THEREFORE:

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

1. The City Manager is hereby authorized to execute a contract with San Fernando Water Company providing for the relocation of a portion of the water pipeline system for said Company located within the proposed right of way of U. S. Highway 90 West, and said relocation to be performed under contract awarded by the City Water Board of the City of San Antonio, and providing further that a subsequent court action will be filed by the City of San Antonio to determine if San Fernando Water Company should pay such relocation costs.

2. Said Contract agreement is attached hereto and made a part hereof.

3. The City Manager is here authorized to notify the City Water Board of the City of San Antonio to proceed with the awarding of a contract to the lowest qualified bidder to perform such relocation and further that the City of San Antonio will appropriate necessary funds for such relocation and engineering costs to the City Water Board of the city of San Antonio within 30 days after completion of said relocation.

4. PASSED AND APPROVED THIS 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That this agreement was this day entered into by and between (1) the City of San Antonio, hereinafter referred to as "City" and (2) the San Fernando Water Company, acting by and through its president and board of director, hereinafter referred as "Company".

WHEREAS, the San Fernando Water Company has a system of water pipe lines within the streets of the City of San Antonio as shown on the attached plat marked Exhibit #1 which it uses for the distribution of water to its customers in the area shown on said map, and

WHEREAS, subsequent to the time that San Fernando Water Company installed its lines aforesaid, City of San Antonio and the State Highway Department acting through the State Highway Commission caused to be prepared plans and specifications for relocating, constructing and reconstructing U. S. Highway 90 West which will require the use of certain properties for right-of-way purposes which have not heretofore been devoted to such purposes, and

WHEREAS, the continued use of water pipe lines as they are now situated in the Streets of San Antonio, as shown in attached Exhibit #1, could seriously impair the public use of the relocated U. S. Highway 90 West, and

WHEREAS, the City of San Antonio has given notice to the San Fernando Water Company to remove, adjust, encase and relocate at the expense of the Water Company certain of its water pipe lines which are located on the proposed right-of-way of U. S. Highway 90 West, in accordance with the attached specifications marked Exhibit #2, prepared by the City Water Board of the City of San Antonio, with which notice the San Fernando Water Company refuses to comply, and

WHEREAS, San Fernando Water Company contends that presently it lacks funds sufficient to defray the cost of moving and relocating its said water pipe lines as requested by the City of San Antonio and further contends that is not obligated by law to move, encase and relocate said water pipe lines at its own expense, and

WHEREAS, the City of San Antonio intends to litigate the question of the liability of the San Fernando Water Company to move and relocate its water pipe lines at its own expense and the San Fernando Water Company intends to contest said litigation, and

WHEREAS, except for the work required to remove and relocate said water lines, the project for the construction and reconstruction of U. S. Highway 90 West has been let on construction contract, and

WHEREAS, the City of San Antonio wishes to complete the construction and reconstruction of U. S. Highway 90 West without further delay, and the San Fernando Water Company and the City of San Antonio are mutually of the opinion that the best interests of all concerned would be served if the City of San Antonio, acting by and through the City Water Board, were to call for bids and let a contract for the moving and relocation of the water pipe lines, and

WHEREAS, the San Fernando Water Company has indicated its willingness to have the City of San Antonio acting by and through the City Water Board, proceed with the letting of such water pipe lines contract, and with the construction and reconstruction of the said highway, and for the City to assume the cost of relocating the water pipe lines until such time as, and in the event that, a court of competent jurisdiction should determine San Fernando Water Company to be legally obligated to remove and relocate the water pipe lines at its expense.

NOW THEREFORE, in consideration of the premises it is agreed between the parties aforesaid:

(1) That in order to reconstruct, widen and relocate said U. S. Highway 90 West in accordance with plans of modern highway construction it is necessary that the water pipe lines of the company be removed and be relocated as proposed in the plans and specifications prepared by the City Water Board of the City of San Antonio.

(2) The water company does not at this time have funds or money to pay for the cost of the removal or relocation of said pipe lines and it cannot presently determine when it will have such funds.

(3) The pipe lines aforesaid may be removed by the city of San Antonio and relocated on the new right-of-way of U. S. Highway 90 West, said location to be determined by the City of San Antonio, based on the plans and specifications submitted by the City Water Board.

(4) The City acting by and through the City Water Board, will proceed to call for bids for the removal and relocation of said water pipe lines as aforesaid which bids are to be called for and contracts awarded by the City Water Board, in the manner now required by law, and work may begin thereon at any time after the execution of this agreement.

(5) If a court of competent jurisdiction on final determination of said intended litigation holds that the San Fernando Water Company is legally obligated and required to remove and relocate water pipe lines as aforesaid at the expense of the said Water company then and in that event the Water Company agrees to reimburse the City of San Antonio for the amount the City is required to spend under said contract for removing and relocating said water pipe lines, and the Water Company further agrees that the amount paid by the city of San Antonio under its contract for such removal and relocation shall be a debt of the Water Company due to the City of San Antonio and be considered a liquidated amount for which the Water Company shall be liable to the City of San Antonio. In the event the court should determine that the Water Company is not legally obligated to remove said water pipe lines at its expense then, in that event, the Water Company shall not be liable for any costs or expenses incurred by the City in removing and relocating said water pipe lines.

It is further agreed by and between the parties hereto that nothing in this agreement shall limit or in any manner prejudice the rights of the San Fernando Water Company to pursue any and all legal remedies available to said Water Company as a matter of right and of law.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicated (1) by A. J. Loehman, President of the San Fernando Water Company, and (2) Jack Shelly, City Manager of the City of San Antonio, all as of the 30 day of September, 1963.

SAN FERNANDO WATER CO.
BY: /s/ A. J. Loehman,
President

CITY OF SAN ANTONIO
By: B. J. Shelley
City Manager

AN ORDINANCE 31775

MANIFESTING THE EXTENSION OF THE AGREEMENT FOR USE OF CERTAIN CITY-OWNED LAND BY HARLANDALE LITTLE LEAGUE FOR THE ONE-YEAR PERIOD BEGINNING OCTOBER 1, 1963.

* * * * *

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

1. This ordinance manifests an agreement between the City and the Harlandale Little League, San Antonio, Texas, for the extension of the license granted for use of certain City-owned land by Ordinance 29887 of October 11, 1961, for an additional one-year period beginning October 1, 1963, upon the same terms and conditions.

2. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

3. ACCEPTED AND AGREED TO in all things this 26th day of September, 1963.

HARLANDALE LITTLE LEAGUE

BY: _____
President

AN ORDINANCE 31776

MANIFESTING AN AGREEMENT FOR THE RENEWAL OF A CONTRACT BETWEEN THE CITY AND JAMES W. LANGHAM FOR OPERATION OF THE SAN PEDRO TENNIS CENTER CONCESSION FOR THE ONE-YEAR PERIOD BEGINNING OCTOBER 16, 1963.

* * * * *

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

1. This ordinance manifests an agreement between the City and James W. Langham for the renewal of the contract for the operation of the San Pedro Tennis Center concession for the one-year period beginning October 16, 1963, under the same terms and conditions as set out in Ordinance 29886 of October 11, 1961, manifesting the contract.

2. PASSED AND APPROVED THIS 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

3. ACCEPTED AND AGREED TO in all things this 26th day of September, 1963.

/s/ JAMES W. LANGHAM

AN ORDINANCE 31777

MANIFESTING EXTENSION OF A LEASE OF SPACE AT INTERNATIONAL AIRPORTS TO AERONAUTICAL RADIO, INC., FOR THE ONE-YEAR PERIOD BEGINNING OCTOBER 1, 1963.

* * * * *

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

1. This ordinance manifesta an agreement between the City, as Lessor, and Aeronautical Radio, Inc., a Delaware Corporation, acting by and through its designated officers pursuant to its by-laws or a resolution of its board of directors, as Lessee, to extend that lease (Lease Area 130-4B) of space at San Antonio International Airport Executed December 26, 1962, pursuant to Ordinance 30993, for an additional one-year period beginning October 1, 1963, upon the same terms and conditions.

2. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

ACCEPTED AND AGREED TO IN ALL THINGS This 26th day of September, 1963.

AERONAUTICAL RADIO, INC.,
Lessee

BY: R. J. Shees

*Amended
Ord 31782
9/24/64*

AN ORDINANCE 31778

AUTHORIZING THE EXECUTION OF A LEASE OF SPACE AT SAN ANTONIO INTERNATIONAL AIRPORT TO NATIONAL AIRMOTIVE, INC., FOR A ONE-YEAR PERIOD BEGINNING OCTOBER 1, 1963.

* * * * *

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 (Building 123 and Building 130, Bay 1) at San Antonio International Airport to National Airmotive, Inc., for a one-year period beginning October 1, 1963. A copy of said lease is attached hereto and incorporated herein.

2. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

LEASE NO. 123

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. 31778, Adopted September 26th, 1963, (Hereinafter called "Lessor"), and Robert H. Fee, Inc., National Airmotive, Inc., a private corporation, chartered under the laws of Texas, acting by and through its designated officers pursuant to its by-laws or a resolution of its Board of Directors (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: 5,520 sq. (Bldg. 130, Bay 1, & Bldg. 123)
- B. Ground: 8,520 Sq. Ft.

2. BASE RENTAL

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

Premises	Sq. Ft.	Annual Rate Per Sq. Ft.	Annual Rental	Monthly Rental
A. Building	4920	\$ 0.44	2,164.80)	\$ 199.40
	600	0.38	228.00)	
B. Ground:	4920	0.04	196.80)	24.90
	600	.02	12.00)	
	3000	.03	90.00)	
				\$ 224.30

plus or minus the amount of any adjustment resulting from the application of Standard Provision 2 of Exhibit No. 1 hereto.

3. TERM

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

4. USE(S) of PREMISES

Lessee may use the leased premises for the following purposes and for no other: wholesale sale s& Storage of surplus aircraft parts.

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) of \$100,000.00 for one person and \$250,000.00 for one accident for personal injuries and \$50,000.00 for property damage liability. Such insurance policy shall be carried in and it shall name Lessor as a co-insured. Such policy shall contain the following provision: "It is agreed that the insuror 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 \$2,700.00 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnity company authorized to do business in Texas and shall be in form

approved by the City Attorney of the City of San Antonio.

7. STANDARD PROVISIONS AND COVENANTS

The Standard Provisions and Covenants set forth in Exhibit 1, attached hereto, are incorporated herein and made a part hereof, except paragraphs 6A which have been deleted Thereform. Lessee presently leases portions of the premises referred to in Par. 1, and this contract constitutes an amendment and extension of its lease.

EXECUTED this 26th day of September, 1963.

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

ROBERT H. FEE, INC., LESSEE

ATTEST: J. H. INSELMANN
City Clerk

AN ORDINANCE 31779

AUTHORIZING THE TRANSFER OF \$120,460.45 FROM GENERAL FUND ACCOUNT NO. 09-04-15 to NO. 479-10, STREET IMPROVEMENT BONDS, SERIES 1957, in connection with the JONES-MALTSBERGER ROAD PAVING PROJECT.

* * * * *

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

1. The sum of \$120,460.45 is hereby authorized to be transferred from General fund Account No. 09-04-15 to No. 479-10, Street Improvement Bonds, Series 1957, in connection with the Jones-Maltsberger Road Paving Project.

2. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31780

AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE A REFUND OF \$1,795.04 TO FAIR DEPT. INC. DUE TO AN OVERPAYMENT OF TAXES

* * * * *

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

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

Amount: \$911.26

Payable to: Fair Dept. Inc.
Third Floor
1328 New York Avenue N. W.
Washington, D.C.

Reason: Refund of overpayment on Personal Property, Account Number F2-7162-0052 for 1962. Overpayment was due to an open partial on this account.

Amount: \$883.78

Payable to: Fair dept. Inc.
Third Floor
1328 New York Avenue N. W.,
Washington, D. C.

Reason: Refund of overpayment on Personal property, Account Number F2-7162-0050 for 1962. Overpayment was due to an open partial on this account.

PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31781

AUTHORIZING PAYMENT OF THE ANNUAL MEMBERSHIP FEE OF THE CITY TO THE AMERICAN MUNICIPAL ASSOCIATION.

* * * * *

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

1. Payment of the Annual Membership Fee in the sum of \$1,500.00 of the City of San Antonio in the American Municipal Assodation out of Acc ount 01-01-01, Code 2-64, Fund 1-01, is hereby authorized,

2. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31782

AMENDING ORDINANCE NO. 31591, DATED JULY 24, 1963, PROVIDING FOR PAYMENT OF \$25,000.00 TO SYMPHONY SOCIETY OF SAN ANTONIO, OUT OF \$200,000.00 ALLTMENT TO SAN ANTONIO CHAMBER OF COMMERCE.

* * * * *

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

1. Paragraph 1d, Ordinance No. 31591, passed and approved July 24, 1963, is hereby amended by adding the following:

"The Chamber shall pay a \$25,000.00 contribution to the Symphony Society of San Antonio from its \$200,000.00 allotment."

2. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

ACCEPTED AND AGREED TO in all things this 2nd day of October, 1963.

SAN ANTONIO CHAMBER
OF COMMERCE
BY: S. H. Hudson
President

attest; Melin Sisk
Secretary

AN ORDINANCE 31783

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH SAN ANTONIO POLO CLUB, INC. FOR THE GOLF DRIVING RANGE AND MINIATURE GOLF COURCE CONCESSION AT BRACKENRIDGE PARK POLO FIELD FOR A THREE YEAR PERIOD COMMENCING OCTOBER 1, 1963 AND TERMINATING SEPTEMBER 30, 1966.

* * * * *

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

1. The bid of San Antonio Polo Club, Inc. for the Golf Driving Range and Miniature Golf Course Concession at Brackenridge Park Polo Field for a three year period commencing October 1, 1963, and terminating September 30, 1966 is hereby accepted. Said bid is attached hereto and made apart 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 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31784

AUTHORIZING A SETTLEMENT OF LITIGATION BETWEEN THE CITY AND THE UNITED GAS PIPE LINE COMPANY CONCERNING LIABILITY FOR COSTS IN RELOCATION OF A LINE ON LOOP 410.

* * * * *

WHEREAS, Ordinance 29793 of August 23, 1961, authorized execution of a contract between the City and United Gas Pipe Line Company providing for relocation of a pipeline on Loop 410; and,

WHEREAS, City paid to said company the sum of \$24,534.50, being 50% of the Estimated cost of relocation of the pipeline portion in controversy, pursuant to the aforesaid agreement; and,

WHEREAS, suit was filed in the 150th Judicial District Court of Bexar County, styled City of San Antonio vs. United Gas Pipe Line Co., No. F-142,235, to determine whether the City or said Company is liable for the cost of relocation of the pipeline portion in controversy, pursuant to the aforesaid agreement; and,

WHEREAS, the City is entitled to reimbursement of 50% of its costs on said pipeline relocation from the State of Texas (Texas Highway Department) under the terms of a Contractual Agreement on Loop 410 (formerly Loop 13), RW 521-4-15, between the City and the State of Texas; and,

WHEREAS, the actual cost of relocation of the pipeline portion in controversy is the sum of \$46,335.76; and,

WHEREAS, a proposal has been made to settle the aforementioned suit under an arrangement whereby the City and said company will each bear one-half the actual relocation cost of \$46,335.76 or \$23,167.88;

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

1. The City Attorney is hereby authorized to settle the lawsuit styled City of San Antonio vs. United Gas Pipe line Co., No. F-142-235, in 150th Judicial District Court of Bexar County, by agreed judgment or other wise, so as to provide that the City and United Gas Pipe Line Company will each bear one-half of the actual relocation cost of the disputed portion of pipeline on Loop 410, Project RW 521-4-15, or \$23,167.88 each.

2. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31785

*amended
Feb 13, 1964 Ord # 32112*

APPROVING THE SALE OF A TRACT OF LAND IN URBAN RENEWAL PROJECT NO. 1, TEX. R. -39, TO BEXAR COUNTY FOR THE SUM OF \$89,907.00 UPON CERTAIN CONDITIONS.

* * * * *

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

1. The proposed sale by the Urban Renewal Agency of the City of San Antonio to Bexar County for the sum of \$89,907.00 of Lot 2, NCB 13418 (containing 0.688 acres fronting on Dolorosa St., between San Pedro & existing Laredo Street, adjacent to the County-City Jail), in the City of San Antonio, as shown on the proposed resubdivision of Urban Renewal Project No. 1, Tex. R-39, subject to the pertinent restrictions in the redevelopment plan for said project, approved by Ordinance 29278, is hereby approved in accordance with Sec. 11 of Vernon's Annotated Civil Statutes Art. 1269 1-3. A copy of said proposed resubdivision is filed herewith.

2. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31786

*Repealed
10-17-63 Ord 31827*

APPROVING THE UNDERTAKING OF SURVEYS AND PLANS FOR URBAN RENEWAL PROJECT NO. III AND APPROVING THE SUBMISSION BY THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO OF AN APPLICATION FOR AN ADVANCE OF FEDERAL FUNDS FOR SAID PURPOSE.

* * * * *

WHEREAS, under Title I of the Housing Act of 1949, as amended, the Housing and Home Finance Administrator is authorized to extend financial assistance to local public agencies in the elimination and prevention of the spread of their slums and urban blight through the planning and undertaking of urban renewal projects; and

WHEREAS, it is desirable and in the public interest that the Urban Renewal Agency of the City of San Antonio make surveys and prepare plans, presently estimated to cost approximately SEVEN HUNDRED SIXTY SEVEN THOUSAND, SEVEN HUNDRED THIRTY ONE DOLLARS (\$767,731.00) in order to undertake and carry out an urban renewal project of the character contemplated by Section 110 (c) of Title I, in that area proposed as an urban renewal area, situated in the City of San Antonio, County of Bexar, and State of Texas, which is described as follows:

BEGINNING: At the intersection of Martin Street and the San Pedro Creek;

THENCE: in an easterly direction along Martin Street to an intersection with the west line of the San Antonio River;

THENCE: Along the most west and north line of the San Antonio River to an intersection with Fourth Street;

THENCE: In a southeasterly direction along Fourth Street to an intersection with Nacogdoches Road;

THENCE: In a northeasterly direction along Nacogdoches Road to an intersection with Nolan Street;

THENCE: In an easterly direction along Nolan Street to a point on Nolan Street, said point also being the intersection of Nolan Street and the eastern boundary of Interstate Highway 37,

THENCE: In a southerly direction along the east boundary of Interstate Highway 37 to an intersection with Nevada Street;

THENCE: In a westerly direction along Nevada Street to an intersection with Victoria Street;

THENCE: In a northwesterly direction along Victoria Street to an intersection with Labor Street;

THENCE: In a southwesterly direction along Labor Street to an intersection with Lavaca Street;

THENCE: In a northwesterly direction along Lavaca Street to an intersection with St. Catherine;

THENCE: In a southwesterly direction along St. Catherine to an intersection with Camargo Street;

THENCE: In a northwesterly direction along Carmargo Street to an intersection with S. Alamo Street;

THENCE: In a southwesterly direction along S. Alamo Street to an intersection with S. St. Mary's Street;

THENCE: In a northwesterly direction along S. St. Mary's Street to an intersection with Martinez Street;

THENCE: Continuing in a westerly direction along the south property line of Lot 6 (A-10) NCB-928, said property line also being the most northern boundary of a U. S. Government tract; to an intersection with the western boundary of the aforementioned U. S. Government tract;

THENCE: In a southerly direction approximately 290 feet along the U. S. Government tract to an intersection with a north boundary of the above mentioned U. S. Government tract;

THENCE: In a westerly direction along the north boundary of the U. S. Government tract to an intersection with S. Flores Street;

THENCE: In a northerly direction along S. Flores Street to an intersection with Durango Street;

THENCE: In a westerly direction along Durango Street to an intersection with the San Pedro Creek, same point also being the eastern boundary of Urban Renewal Project, Central West Area, No. 1, Tex R-39;

THENCE: In a northerly direction along the eastern boundary of Urban Renewal Project Central West Area, No. 1, Tex R-39 to the most northeast corner of said project;

THENCE: Continuing in a northerly direction along the meanderings of San Pedro Creek to the place of beginning, and containing approximately 580 acres;

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

1. That the proposed Urban Renewal Area described above, or Parts thereof, may Qualify as a slum, blighted, deteriorated, or deteriorating area appropriate for an urban renewal project and that the undertaking by the Urban Renewal Agency of the City of San Antonio of surveys and plans for an urban renewal project of the character contemplated by Section 110 (c) of title I in the proposed Urban Renewal Area is hereby approved.

2. That the financial assistance available under Title I is needed to enable the Urban Renewal Agency of the City of San Antonio to finance the planning and undertaking of the proposed project.

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

4. The filing of an application by the Urban Renewal Agency of the City of San Antonio for an advance of funds from the United States of America to enable it to defray the cost of the surveys and plans for an urban renewal project in the proposed Urban Renewal Area described above is hereby approved.

5. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31787

AUTHORIZING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO VARIOUS MUNICIPAL BOARDS.

* * * * *

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

1. The following persons are hereby appointed or reappointed members of the following designated Boards, for terms expiring as indicated:

BOARD OF HOUSING APPEALS

Robert Darden, Re-Appointed	Term Expiring July 31, 1966.
Mario F. Gonzalez, Re-Appointed	Term Expiring July 31, 1966.

ELECTRICAL EXAMINING AND SUPERVISING BOARD

Lloyd W. Booth	Term Expiring July 31, 1966.
F. E. Thornton	Term Expiring July 31, 1966/
Robert Oakley, Re-Appointed	Term Expiring July 31, 1966.
Roy Griffin, Re-appointed	Term Expiring July 31, 1966.

PLUMBING APPEALS AND ADVISORY BOARD

Robert Barrett, Re-Appointed	Term Expiring July 31, 1966.
------------------------------	------------------------------

2. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31788

@ AMENDING CHAPTER 42 OF THE CITY CODE;; DESIGNATING THE PLANNING COMMISSION TO SERVE AS THE CITY'S ZONING COMMISSION; ABOLISHING THE PRESENT ZONING COMMISSION AS A SEPARATE BODY; AND, VACATING POSITIONS ON THE PLANNING COMMISSION.

* * * * *

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

1. Sec. 42-1 of the City code is hereby amended to add thereto the following definition:

Zoning Commission. The term "Zoning Commission" used in this chapter shall be deemed to mean the Planning Commission (City Plan Commission) of the City of San Antonio.

2. Sec. 42-18 of the City Code is hereby amended to read as follows:

Planning Commission to act as Zoning Commission.

Pursuant to Art. IX of the City Charter and Vernon's Annotated Civil Statutes Art. 1011f, as amended, the Planning Commission (City Plan Commission) of the City of San Antonio is appointed to perform the duties and exercise the powers of and as the zoning Commission of the City effective September 27, 1963.

3. Sec. 42-18.1 of the Cide Code is hereby amended to read as follows:

Meetings and actions of the Zoning Commission shall be governed by Sec. 36-7.1 hereof.

4. The zoning Commission shall cease to exist as a separate body at midnight, September 26, 1963, and all positions on the Planning Commission are declared to be vacated at that hour and date.

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

of the City of San Antonio.

6. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31789

AMENDING CHAPTER 36 OF THE CITY CODE TO PROVIDE THAT THE PLANNING COMMISSION SHALL MEET EVERY WEDNESDAY AND THAT ZONING APPLICATIONS SHALL BE ACTED UPON BY ROLL CALL VOTES.

* * * * *

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

1. Paragraphs (3), (4) and (7) of Sec. 36-7.1 of the City Code are hereby amended to read as follows:

(3) A quorum shall consist of five members of the commission. No final action shall be taken on any matter except pursuant to a majority vote of the members present, however, in no case shall less than five votes constitute a majority, and this requirement shall govern requests for rehearings in zoning cases.

(4) Regular meetings shall be held each Wednesday at 2:00 P.M. in Room 305 of City Hall in San Antonio. Special meetings may be called by the Chairman, provided that written notice thereof is mailed to each member at least 48 hours prior to the time thereof. No approval or disapproval of any zoning application shall be given except at regular meetings and none shall be given nor any final action taken on other matters except at regular or special meetings as provided herein. All meetings shall be held in City Hall and shall be open to the public.

(7) Voting on zoning applications shall be called by roll call vote. Voting on all other matters may be by voice vote, provided that a roll call vote shall be taken upon demand of any member.

2. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31790

APPOINTING MEMBERS OF THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO AND AUTHORIZING PAYMENT OF THE SUM OF \$20.00 AS COMPENSATION TO EACH MEMBER PER MEETING.

* * * * *

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

1. The following persons are hereby appointed as members of the Planning Commission of the City of San Antonio for terms expiring July 31, 1965:

Paul Rose
Seymour Dreyfus
Louis Michael
Douglas Van Buren
Wilber Fite, Jr.

2. The following persons are hereby appointed as members of the aforesaid Commission for terms expiring July 31, 1964:

Mrs. Manfred Gerhardt
Frank Sepulveda
Mrs. Mike Passur
Rev. Samuel H. James

3. The above appointments are made effective September 27, 1963.

4. Payment of the sum of \$20.00 per meeting, not to exceed \$1,040.00 per annum, pursuant to Sec. 117 of the City Charter, to each member of the aforesaid Commission is hereby authorized.

5. PASSED AND APPROVED this 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

*Amended
10-3-63 Ord 31799
10-3-63 Ord 31798*

*Amended
10-14-64 Ord 32032*

AN ORDINANCE 31791

APPOINTING MEMBERS OF THE BOARD OF EQUALIZATION FOR THE TAX YEAR 1963

* * * * *

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

1. The following persons are hereby appointed members of the Board of Equalization for the Tax year 1963:

Marvin W. Rogers, C.P.A.
Walter Goodwin
H. Gordan Davis

2. H. Gordan Davis is hereby appointed Chairman of the said Board.

3. The Board of Equalization shall meet on October 7, 1963, and shall complete its work by December 31, 1963.

4. The members of said Board shall be paid \$50.00 per day for each day devoted to their duties as board members, provided that no member shall be paid for more than 36 working days.

5. PASSED AND APPROVED THIS 26th day of September, 1963.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31792

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

* * * * *

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

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

(CASE NO. 1946)

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

Lot 19, NCB 3138

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

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

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

George de le Garza
MAYOR (ACTING)

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 31793

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

* * * * *

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

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