

BY: _____
REDEVELOPER

ATTEST: _____

Amended Ord 32248 by April 23, 1964

AN ORDINANCE 32085

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WALTER E. HAGGARD & ASSOCIATES, CONSULTING ENGINEERS, TO FURNISH ENGINEERING SERVICES, PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF SWIMMING POOLS.

* * * * *

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

Section 1. The City Manager is hereby authorized to enter into a contract with Walter E. Haggard & Associates, Consulting Engineers, to furnish engineering services, plans and specifications for the construction of swimming pools to be located in Monterey Park, Hi-Lions Park, Lincoln Park and Cassiano Park.

PASSED AND APPROVED this 30th day of January, 1964.

Ref: Ord. 32248 for Professional Services Contract

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

CITY OF SAN ANTONIO
STATE OF TEXAS
HEREBY PRESENTS THIS

RESOLUTION

TO

ANGEL CANO DEL CASTILLO

THE CITY COUNCIL EXPRESSES ITS DEEP APPRECIATION TO ANGEL CANO del CASTILLO FOR HIS SERVICES TO THE COMMUNITY AS MEXICAN CONSUL GENERAL FOR THE PAST TWO YEARS DURING WHICH TIME HE WAS ACTIVE IN CIVIC AFFAIRS AND FUNCTIONS DESIGNED TO FURTHER CEMENT THE FRIENDLY RELATIONS THAT EXIST BETWEEN MEXICO AND THE UNITED STATES. HE WAS RESPONSIBLE FOR THE MUSIC AND BALLET; GAVE ENTHUSIASTIC SUPPORT TO THE HEMISFAIR AND COOPERATED WITH OUR INDUSTRIAL FIRMS DOING BUSINESS WITH HIS COUNTRY.

THE CITY COUNCIL CONGRATULATES ANGEL CANO del CASTILLO ON HIS PROMOTION TO THE DIPLOMATIC POST OF AMBASSADOR AND EXTENDS BEST WISHES FOR SUCCESS IN HIS NEW ASSIGNMENT.

AN ORDINANCE 32086

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.

* * * * *

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. 2066)

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

Lot 31, NCB 10110

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

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

4. PASSED AND APPROVED this 6th day of February, A. D., 1964.

Attest; J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 32087

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. 2083)

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

Lots 11 and 12, NCB 2386

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

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

4. PASSED AND APPROVED this 6th day of February, A.D., 1964

W. W. McAllister
M A Y O R

ATTEST: J. H. INSELMANN
City Clerk

AN ORDINANCE 32088

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. 2081)

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

Lot 16, NCB 12867

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 records and zoning maps in accordance herewith and the same are available and open to the public for inspection.

4. PASSED AND APPROVED this 6th day of February, A.D., 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32089

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. 2060)

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

Lot 17, NCB 513

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

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

4. PASSED AND APPROVED this 6th day of February, A.D., 1964.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32090

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. 2038)

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

Lot 25, NCB 8958

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

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

4. PASSED AND APPROVED this 6th day of February, A.D., 1964.

W. W. McAllister

MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32091

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. 2037)

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

Lot 3, NCB 12887

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

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

4. PASSED AND APPROVED this 6th day of February, A.D., 1964.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32091A

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF C. K. MORRIS FOR THE COMPLETE DEMOLITION OF CERTAIN PARCELS LOCATED IN SAN ANTONIO URBAN RENEWAL AGENCY'S CENTRAL WEST AREA, PROJECT I, TEX R-39 FOR A NET TOTAL OF \$3,700.00.

* * * * *

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

1. The attached low qualified bid of C. K. Morris, dated January 31, 1964, for the complete demolition of certain parcels located in San Antonio Renewal Agency's Central West Area, Project I, Texas R-39 for a total of \$3,700.00 is hereby accepted.

2. Payment to be made from General Fund 1-01, Urban Renewal Agency, Account No. 21-05-01, Object Code 2-97.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 6th day of February, 1964.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32092

AUTHORIZING THE PAYMENT OF THE SUM OF \$4,698.99 FROM GENERAL FUND ACCOUNT NO. 50-01-01 TO WAGHORNE & ASSOCIATES, INC., FOR PRODUCTION OF IMPROVEMENT BOND FOLDERS.

* * * * *

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

SECTION 1. Payment of the sum of \$4,698.99, From General Fund Account No. 50-01-01, to Waghorne & Associates, Inc., for the production of Improvement Bond folders is hereby authorized.

PASSED AND APPROVED this 6th day of February, 1964.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32093

DESIGNATING WILLIAM R. WARD AS ARBITRATOR IN LEASE DISPUTE BETWEEN THE CITY OF SAN ANTONIO, AS LESSOR, AND BUSINESS AIRCRAFT CORPORATION, AS LESSEE.

* * * * *

WHEREAS, a dispute has arisen between the City of San Antonio, as Lessor, and Business aircraft corporation, as Lessee, over Lessee's failure to repair Hangar 101 in accordance with the terms of lease agreement dated June 1, 1960; and

WHEREAS, under the terms of Article 9, Section 5, any matter of compliance or non-compliance with the terms of the lease is to be submitted to arbitration; and

WHEREAS, by letter dated January 31, 1964, addressed to the Director of Aviation, San Antonio International Airport, San Antonio, Texas, Business Aircraft Corporation designated Charles R. Ursell as its arbitrator; and

WHEREAS, the said Charles R. Ursell is the Chief Engineer for Howard Aero, Inc., a subsidiary of Business Aircraft Corporation; NOW, THEREFORE:

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

SECTION 1. The City Council concurs with the City Manager in designating William R. Ward, Assistant City Attorney, as one arbitrator, pursuant to the terms of Article 9, Section 5 of the lease agreement dated June 1, 1960, between the City of San Antonio, as Lessor, predecessor in interest of Business Aircraft Corporation.

PASSED AND APPROVED this 6th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32094

DECLARING A LEASE OF SPACE AT INTERNATIONAL AIRPORT TERMINATED AND DIRECTING THE CITY ATTORNEY TO TAKE ACTION TO COLLECT ANY AMOUNTS OWNED TO THE CITY OF SAID LEASE.

* * * * *

WHEREAS, a lease of certain space at San Antonio International Airport to O. & H. Enterprises, a/k/a Flood Brothers Aircraft Service, was authorized by Ordinance 27550 of May 7, 1959; and,

WHEREAS, said lease dated May 7, 1959, was executed by George D. Flood, Reid R. Flood, Edwin O. Flood and William C. Flood, d/b/a/ O & H Enterprises, Inc., a/k/a Flood Bros Aircraft Service; and,

WHEREAS, Bond No. M 104037 in the amount of \$5,000, covering a 5-year term ending February 13, 1964, to guarantee performance of Lessee's obligation was issued by Indemnity Insurance Company of North America (since merged with Insurance Co. of North America); and,

WHEREAS, a lessee is delinquent in the payment of certain sums owing to the City; and,

WHEREAS, repeated demands for payment have been made of Lessee and notice of the delinquency has been given said Indemnity Insurance Co. of North America; NOW, THEREFORE:

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

SECTION 1. The lease of space at San Antonio International Airport to Flood Brothers Aircraft Service, authorized by Ordinance 27550, is hereby terminated effective at 12:00 midnight, February 9, 1963, because of violations of the terms of said lease by the lessee or lessees.

SECTION 2. The City Attorney is hereby directed to take appropriate action, including institution of legal proceedings against lessee or the indemnity company named above, or both, in order to collect amounts owing the city and to protect the City's interests.

PASSED AND APPROVED this 6th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32095

APPROPRIATING \$1,141.35 OUT OF SEWER REVENUE FUND #204-02 PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF HYMAN FRIEDMAN AND WIFE ADELE FRIEDMAN AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE #C-20, COUNTY CIVIL COURT AT LAW OF BEXAR COUNTY, TEXAS FOR A PERMANENT SEWER LINE EASEMENT AND ADJOINING TEMPORARY CONSTRUCTION EASEMENT ACROSS, UNDER AND UPON DEFENDANT'S PROPERTY IN BEXAR COUNTY, TEXAS, AND FOR ALL COURT COSTS WHICH HAVE ACCRUED IN SAID CAUSE #C-20.

* * * * *

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

SECTION 1. The sum of \$1,141.35 is hereby appropriated out of Sewer Revenue Fund #204-02 payable to the County Clerk of Bexar County, subject to the order of Hyman Friedman and wife Adele Friedman as their interests may appear, of which amount the sum of \$900.00 represents the Award of Special Commissioners for a permanent sewer easement and adjoining temporary construction easement across, under and upon Defendants' property in Bexar County, Texas and the sum of \$241.35 represents the amount of court costs which have accrued in said Cause #C-20 in the County Civil Court at Law of Bexar County, Texas.

PASSED AND APPROVED this 6th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32096 *amended
ord 332
4/29/65*

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH NOONAN & KROCKER AND PHELPS, SIMMONS AND ASSOCIATES FOR ARCHITECTURAL SERVICE FOR THE COMMUNITY AND CONVENTION CENTER.

* * * * *

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

SECTION 1. The City Manager is hereby authorized to enter into a contract with Noonan & Krocker and Phelps, Simmons and Associates to prepare plans and specifications and provide all architectural services in connection with the Community and Convention Center.

PASSED AND APPROVED this 6th day of February, 1964.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann
City Clerk

A G R E E M E N T

THIS AGREEMENT made as of the Thirteenth day of February in the year Nineteen Hundred and Sixty-Four by and between The City of San Antonio hereinafter called the Owner, and Noonan & Krocker and Phelps & Simmons & Associates., Associated Architects and Engineers, hereinafter called the Architects, WITNESSETH, that whereas the Owner intends to erect a Community & Convention Center, hereinafter called the Project, NOW, THEREFORE, the Owner and the Architect, for the considerations hereinafter named, agree as follows:

- A. The Architect agrees to perform for the above-named Project, professional services as hereinafter set forth
- B. The Owner agrees to pay the Architect the sum of One Hundred Seventy Thousand Dollars (\$170,000.00) as a portion of his fee, of which monthly payments shall be made in percentage ratio to the work actually performed; and in addition, the Owner is to reimburse the Architect monthly all costs incurred by him in the performance of his duties hereunder as hereinafter more fully set forth in Article 2 of this Agreement. It is agreed that at no time will fee exceed six percent (6%) of the total construction cost. The parties hereto further agree to the following conditions:

1. THE ARCHITECT'S SERVICES

The Architect's professional services consist of the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full size detail drawings, for architectural, structural, plumbing, heating, electrical, and other mechanical work; assistance in the drafting of forms of proposals and contracts; the issuance of Certificates for Payment; the keeping of accounts, and the general administration of the construction contracts. Upon completion of the construction contract, the Architect shall deliver a set of as-built drawings to the Owner.

2. THE ARCHITECT'S EXPENSE

The Architect shall maintain an efficient and accurate cost-keeping system as to all costs incurred by him, in connection with the subject of this agreement, and his accounts, at all reasonable times, shall be open to the inspection of the Owner or his authorized representatives. Such expenses shall be paid the Architect as set forth herein.

The costs referred to in this Article comprise the following items:

- (a) The sums paid for drafting, including verification of shop drawings, for general administration of the construction contract and for construction inspection (other than Principals and Associates below designated.)
- (b) The sums paid to structural, mechanical, electrical and sanitary or other engineers (other than Principals and Associates below designated.)
- (c) The sums paid for incidental expenses such as costs of transportation or living incurred by the Architect or his assistants while traveling in discharge of duties connected with the Project, costs of reproducing drawings, printing or mimeographing the specifications, models, telegrams, long distance telephone calls, legal advice, expressage, etc.
- (d) A proportion of the indirect expenses of the Architect's office, commonly called "Overhead", representing items that cannot be apportioned in detail to this work, such as rent, utilities, secretarial and stenographers time, postage, drafting supplies and equipment, telephone, accounting, automobile expense, social security, workmens' compensation, unemployment insurance and liability insurance, business administration, general supervision and coordination of drafting and various design elements, etc.,. It is agreed that the Charge for such general expenses shall be one hundred percent (100%) of Item (a) of this Article.
- (e) The Principals and Associates and their duties whose time will not apply under Article 2- (a), (b), (c), (d), are: Thomas A. Noonan, Architect (in Charge of design, specifications and general administration); Raymond Phelps, Jr., Architect (duties same as Thomas A. Noonan); C. C. Simmons, Architect (Duties same as Thomas A. Noonan); Robert A. Krocker, Structural Engineer (in charge of structural design, specifications, and general administration applicable to

structural phases); Clifton E. Noonan, Engineering Assistant (supervisor of construction, specification writer, and estimating); and Fred T. Goetting, Jr. Mechanical and Electrical Engineer (In charge of Mechanical and electrical design, specifications, and general administration as applicable to the mechanical and electrical phases).

3. REIMBURSEMENT FOR CONSULTANTS

Such consultants as are approved by the City for employment in connection with this Project shall have their fees, as approved by the City, reimbursed to the Architect for such actual direct cost.

4. PAYMENTS OF FEES

(a) On or about the first day of each month, beginning ninety (90) days after date of contract, the architect shall present to the Owner a detailed statement of the payment due on account of the fee which consists of Paragraph B and the costs referred to in Article 2, and the Owner shall pay the Architect the amount thereof, said amount not to exceed seventy-five percent (75%) of the total fee due prior to the construction phase. It is agreed that under no circumstances will the total fee paid the Architects exceed agreed that during the construction phase at no time shall the fee payment exceed ninety-five percent (95%) of the remaining twenty-five percent (25%) of fees due until final completion and acceptance, at which time the five percent (5%) retained shall become due and payable.

(b) In case of the abandonment or suspension of the Project or of any part or parts thereof, then Architect is to be paid in proportion to the services rendered on account of it up to the time of its abandonment or suspension, such proportion being computed on the total preliminary phase valued at twenty-five percent (25%) of the total fee and the design phase valued at fifty percent (50%) of the total fee.

5. INFORMATION FURNISHED BY OWNER

The Owner shall, so far as the work under this Agreement may require, furnish the Architect with the following information: A complete and accurate survey of the building site, giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, and contours of the building site, and full information as to sewer, water, gas and electrical service. The Owner is to pay for borings or test pits and for chemical, mechanical, or other test when required. The Owner shall provide all legal advise and services required for the operation.

6. GENERAL ADMINISTRATION

The Architect will endeavor by general administration of the construction contracts to guard the Owner against defects and deficiencies, but he does not guarantee the performance of their contracts.

7. PRELIMINARY ESTIMATES

When requested to do so, the Architect will furnish preliminary estimates on the cost of the Project.

8. OWNERSHIP OF DOCUMENTS

Drawings and specifications as instruments of service are the property of the Architect whether the work for which they are made be executed or not, and are not to be used on other work except by agreement with the Architect.

9. SUCCESSORS AND ASSIGNMENTS

The Owner and the Architect, each binds himself, his partners, successors, legal representatives, and assigns to the other party of this Agreement, and to the partners, successors, legal representatives, and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

10. TERMINATION

With justifiable reason, the Owner 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 and contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Architect shall submit his statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay the Architect 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 designs, plans and specifications prepared under this Agreement shall be delivered to the Owner when and if this Agreement is terminated.

11. CLAIMS AGAINST THE CITY

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

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement, the day and year first above written.

OWNER: City of San Antonio

By: /s/ B. J. Shelley
City Manager

ARCHITECT: Noonan & Krocker and Phelps & Simmons & Associates
By : /s/ Thomas A. Noonan for Noonan & Krocker
BY: /s/ Ralph Phelps for Phelps & Simmons & Associates

AN ORDINANCE 32097

APPOINTING MRS. WINFIELD S. HAMLIN AS A MEMBER OF THE PLANNING COMMISSION.

* * * * *

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

SECTION 1. Mrs. Winfield S. Hamlin is hereby appointed as a member of the Planning Commission to replace Mrs. Manfred Gerhardt for term expiring July 31, 1964.

PASSED AND APPROVED this 6th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
CITY CLERK

AN ORDINANCE 32098

*amended to by Ord 32426
June 18, 1964
see Ord 33054
2/11/65*

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CERTAIN ENGINEERING FIRMS TO PERFORM ENGINEERING WORK ON STREET CAPITAL PROGRAM OF THE CITY OF SAN ANTONIO.

* * * * *

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

SECTION 1. The City Manager is hereby authorized to enter into a contract with the following engineering firms to perform engineering work in connection with Street Capital Program of the City of San Antonio:

- Jack S. Brown
- Steve Canty
- M. R. Mitchell
- Earl Wentworth
- Marvin Shipman

PASSED AND APPROVED this 6th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32099

APPROPRIATING THE SUM OF \$11,749.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT, KELLY ACCESS ROAD PROJECT AND ACCEPTING TWO EASEMENT DEDICATIONS FOR STORM DRAINAGE WORK.

* * * * *

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

SEC. 1. The sum of \$11,449.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

- a. \$6,399.00 payable to Stewart Title Company as escrow agent for Ruby Contreras and Frances W. Contreras for title to 0.2085 of an acre of land, more or less, same being all of lot 25, Block 1, New City Block 8593, being Parcel 383-4683.
- b. \$1,250.00 payable to Stewart Title Company as escrow agent for Ruby San Miguel for title to Lots 8 and 9, Block 30, New City Block 8068, being Parcels 551-4851 & 552-4852.
- c. \$1,300.00 payable to Stewart Title Company as escrow agent for Louis Lopez and Basilia H. Lopez for title to Lots 1 and 2, Block 36, New City Block 8074, being Parcel 593-4898.

d. \$1,650.00 payable to Stewart Stewart Title Company as escrow agent for Bert McNeil, Jr. for title to 0.0947 of an acre of land, more or less, in new City Block 8074 being Parcel 601A-4901A.

e. \$850.00 payable to Stewart Title Company as escrow agent for Bert McNeil, Jr. and Sidney J. Murriss for title to 0.1071 of one acre of land, more or less, in New City Block 11,321 being Parcel 641-4941.

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.

SEC. 2. The sum of \$300.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way for Kelly Access Road Project payable to Guardian Abstract and Title Company as escrow agent for Hollis E. Dowlearn and Mattie Mae Dowlearn for title to part of Lot 24, NCB 7530, being Parcel 5619. A copy of said Sales Agreement is filed herewith and incorporated herein by reference.

SEC. 3. A 20 foot easement Dedication, for storm drainage work, over, across and upon NCB 7172, granted by Concordia Lutheran Church of San Antonio, Texas, is hereby accepted. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

SEC. 4. A 50 foot easement Dedication, for storm drainage work, over across and upon NCB 7172, granted by First Federal Savings and Loan association, and the Pilgrim Presbyterian Church of San Antonio, Texas, is hereby accepted. A copy of said Easement Dedication is filed herewith and incorporated herein by reference.

PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann
City Clerk

Parcel: 5619

Project: Kelly Access Road

Title Co.: Guardian

STATE OF TEXAS

SALES AGREEMENT

COUNTY OF BEXAR

That We, Hollis E. Dowlearn and wife, Mattie Mae Dowlearn, as seller, for and in consideration of the agreed purchase price of (\$300.00) DOLLARS, And upon the terms and conditions hereof, contract to grant, sell and convey by general warranty deed to the City 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:

Part of Lot 24, New City Block 7530, Woodward Gradens Subdivision, being more particularly described as follows:

BEGINNING at the southwest corner of Lot 24, New City Block 7530, in the City of San Antonio, said point being the intersection of the division line between lots 23 and 24 with the northwest line of Frio City Road;

THENCE, North 06° 03' 35" East a distance of 10.71 feet along the division line between Lots 23 and 24 to a point for a corner on the Northwest right of Way line of the Proposed Location of the Highway Spur;

THENCE, North 68° 56' 25" East a distance of 64.55 feet along said northwest right of way line of the proposed location of said highway to a point for a corner at the southeast corner of the Hollis E. Dowlearn, et ux property;

THENCE, South 62° 05' 54" West a distance of 80.00 feet along the south-east line of Lot 24 and the northwest line of Frio City Road to the point of beginning,

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 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:

GUARDIAN 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 10 days after the date of the delivery of such deed.

The agreed purchase price is payable \$300.00, 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 10 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 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 29th day of January, A. D. 1964.

/s/ Hollis E. Dowlearn

/s/ Mattie Mae Dowlearn

WITNESS: /s/ William H. Ferguson

c/o Wm. H. Ferguson
Attorney at Law
Alamo National Bldg.
San Antonio, Texas - CA 6-1662

STORM DRAINAGE EASEMENT

STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That CONCORDIA LUTHERAN CHURCH, OF SAN ANOTNIO, TEXAS, a religious corporation, of the County of Bexar and State of Texas, acting herein by its duly authorized officers, hereunto duly authorized by proper resolution, for and in consideration of the benefits to be derived by it upon the property hereinafter conveyed and described, does hereby dedicate to the City of San Antonio, Bexar County, Texas, an easement and right-of-way twenty (20) feet in width for storm drainage right-of-way, over, across and upon the following described lands located in Bexar County, Texas, to-wit:

Being 0.333 acres of land out of a 2.226 acre tract out of a 10.137 acre tract out of a 10.137 acre tract out of the West one-half of a 21 acre tract out of the North one-half of O. C. L. 14, Range 5, District 3, Old City Town tract of San Antonio, Texas; now New City Block 7172, in the City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin found in the South Right-of-way Line of Basse Road, said iron pin being the Northwest corner of said 2.226 acre tract;

THENCE South 0° 02' 26" West 725.19 feet to an iron pin found at the Southwest corner of said 2.226 acre tract;

THENCE South 89° 56' 27" East 20.00 feet along the South line of said 2.226 acre tract to a point;

THENCE North 0° 02' 26" East 725.21 feet to a point in the South line of Basse Road;

THENCE Due West 20.00 feet to the Point-of-Beginning and containing 0.333 acres of land.

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.

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 the said grantor does hereby bind itself, its successors and assigns 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.

EXECUTED this 11th day of December, A. D., 1963.

CONDORDIA LUTHERAN CHURCH OF SAN OF SAN ANTONIO, TEXAS

By: /s/ Mayo J. Galindo
Its President

ATTEST: /s/ John R. Henderson, Jr.
Secretary

STORM DRAINAGE EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, of the county of Bexar and State of Texas, acting herein by its duly authorized officer, and PILGRIM PRESBYTERIAN CHURCH Of San Antonio, Bexar County, Texas, acting herein by its duly authorized trustees, hereunto duly authorized by proper resolution, for and in consideration conveyed and described, the receipt and sufficiency of which consideration is hereby acknowledged and confessed do hereby dedicate to the City of San Antonio, Bexar County, Texas, an easement and right-of-way, over, across and upon the following described lands located in Bexar County, Texas, to-wit:

Being 0.162 acres of land out of the remaining 7.911 acre tract of a 10.137 acre tract out of the West one-half of a 21 acre tract out of the North one-half of O. C. L. 14, Range 5, District 3, Old City Town Tract of San Antonio, Texas; now new City Block 7172, in the City of San Antonio, Bexar County, Texas said 0.162 acres of land being more particularly described as follows:

BEGINNING at an iron pin found at the Southeast corner of said 7.911 acre tract, said iron pin being the Southwest corner of a 2.226 acre tract and being North 89° 56' 27" West 159.96 feet from the Southeast corner of said 10.137 acre tract;

THENCE; North 89° 56' 27" West 141.50 feet to the Southeast corner of a 7,000 square feet, more or less, drainage easement;

THENCE; North 0° 03' 33" East 50.00 feet along the East Line of said 7,000 square feet, more or less, drainage easement to the Northeast corner of said drainage easement;

THENCE South 89° 56' 27" East 141.48 feet to a point in the common line of said 7.911 acre tract and said 2.226 acre tract;

THENCE South 0° 02' 26" West 50.00 feet to the Point-of-beginning and containing 0.162 acres of land.

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, 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 the said grantors do hereby bind themselves, their successors and assigns, 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.

EXECUTED this 12th day of December, A. D., 1963.

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION.

By: /s/ J. W. Cary
Vice President

ATTEST: /s/ Gordon Hendricks
Assistant Secretary

AN ORDINANCE 32100

CLOSING AND ABANDONING CHURCH PLACE BETWEEN BRADY AND "A" STREET AND BETWEEN NCB 6312 AND NCB 6313, AND AUTHORIZING THE QUITCLAIM THEREOF TO THE "MOST REVEREND ROBERT E. LUCEY, ARCHBISHOP OF SAN ANTONIO" FOR AND IN CONSIDERATION OF THE PAYMENT OF THE SUM OF \$1,600.00.

* * * * *

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

SECTION 1. The atreet right-of-way known as Church Place, between Brady Blvd. and "A" Street and between NCB 6312 and NCB 6313, is hereby closed and abandoned.

SECTION 2. The City Manager is hereby authorized to execute a Quitclaim to the aforementioned property to the "Most Reverend Robert E. Lucey, Archbishop of San Antonio" for and in consideration of the payment of the sum of \$1,600.00. A copy of the Quitclaim Deed is attached hereto and incorporated herein by reference.

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

PASSED AND APPROVED this 13th day of February, 1964.

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. 32100, dated the 13th day of February, 1964, duly adopted by the City Council of said City, for and in consideration of the payment of the sum of ONE THOUSAND, SIX HUNDRED AND NO/100 (\$1,600.00) DOLLARS, to it in hand paid by the "Most Reverend Robert E. Lucey, Archbishop of San Antonio", hereinafter called "Grantee", of the County of Bexar, State of Texas, has BARGAINED, SOLD QUITCLAIMED and RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM AND RELEASE, UNTO the said Archbishop Robert E. Lucey, all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

BEGINNING at the intersection of the South line of Brady Blvd., and the East Line of Church Place, said point of intersection being at the Northwest corner of lot 1, Block 1, NCB 6312, in said Subdivision, for the Northeast corner of the herein described tract;

THENCE Southerly - 358', more or less, along the East line of Church Place, same being the West lines of Lots 1-2-3 and 4, Block 2, NCB 6312 in said Subdivision, to the intersection of said East line and the North line of A street, said point of intersection being the Southeast corner of said Lot 4, Block 2, NCB 6312;

THENCE Westerly - 358', more or less, along the West line of Church Place, same being the East lines of Lots 7-6-5-4-3-2 and 1, Block 1, NCB 6313 in said subdivision, to the intersection of said West line and the South line of Brady Blvd., said point of intersection being the North-east corner of said Lot 1, Block 1, NCB 6313;

THENCE Easterly - 40' along the South line of Brady Blvd. extended across said Church Place, to the place of beginning; containing 0.115 acres of land, more or less;

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

AN ORDINANCE 32101

*Amended
Ord # 33124
March 11, 1965*

MANIFESTING THE EXTENSION OF A LEASE AGREEMENT BETWEEN THE CITY AND MRS. STELLA TYLOR FOR THE USE OF CERTAIN CITY OWNED PROPERTY FOR AN ADDITIONAL YEAR.

* * * * *

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

SECTION 1. This ordinance makes and manifests the extension for the additional period of one year, beginning April 11, 1964, the lease agreement dated April 11, 1962, between the City and Mrs. Stella Tylor for the use of a certain City owned building Located on a dead end gravel drive 200' north of East Mulberry. All terms and conditions of such agreement manifested by Ordinance 30263 and extended by Ordinance 31171, shall be in effect during said additional term.

PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32102

LEVYING AN AD VALOREM TAX FOR THE SUPPORT OF THE CITY GOVERNMENT OF THE CITY OF SAN ANTONIO; LEVYING A TAX TO SUPPORT THE CITY COUNTY T.B. CONTROL BOARD; LEVYING A TAX TO PAY THE INTEREST ON THE FUNDED DEBT OF SAID CITY, AND TO CREATE A SINKING FUND THEREFOR; AND FIXING THE TAX RATE AT \$1.89 PER \$100.00 OF VALUATION, ALL SAID TAXES BEING LEVIED FOR THE TAX YEAR BEGINNING JUNE 1, 1963 AND ENDING MAY 31, 1964.

* * * * *

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

Section 1: - That there is hereby levied for general purposes, for the tax year beginning June 1, 1963 and ending May 31, 1964 on all property real, personal and mixed, within the limits of the City of San Antonio, not otherwise exempted by the constitution and laws of the State of Texas and ordinances of this city, an ad valorem tax of, and at the rate of \$1,2970 upon upon each one hundred dollars of assessed valuation.

Section 2: - That, to provide for the support of the City-County TB Control Board, there, hereby, is levied for the tax year beginning June 1, 1963 and ending May 31, 1964, a special tax of, and at the rate of \$.0083 upon each one hundred dollars of assessed valuation.

Section 3: - That, to provide for the payment of the interest on general bonds and City Hall Annex purchase note issued by the City of San Antonio and to create a sinking Fund for the payment thereof as they severally mature, there, hereby, is levied for the tax year beginning June 1, 1963 and ending May 31, 1964, a special tax of, and at the rate of \$.5847 on every one hundred dollars of assessed valuation on all property mentioned in Section 1 thereof, in accordance with the rate for each issue of bonds, enumerated as follows:

Date	ISSUE	RATE PER \$100.00 OF ASSESSED VALUATION
<u>DATE OF ISSUE</u>	<u>ISSUE</u>	<u>VALUATION</u>
January 1, 1926	Opening and Widening and Straightening Streets	\$.00099
January 1, 1926	Construction Permanent Bridges	.00024
January 1, 1926	Public Auditorium Building	.00055
January 1, 1926	Paving Public Streets and Public Places	.00049
January 1, 1926	Sewers and Drains	.00005
January 1, 1927	City Hall Building	.00069
January 1, 1927	Incinerators and Garbage Loading Stations	.00047
January 1, 1927	Construction of a permanent System of Sewers and Drains	.00209
January 1, 1927	Street Paving and Grading	.00093
January 1, 1927	Permanent Bridges	.00070
January 1, 1927	Opening and Widening and Straightening Streets	.00265
January 1, 1927	Public Parks Improvements	.00044
January 1, 1927	Fire and Police Department Buildings	.00031
January 1, 1927	Public Auditorium Building	.00015
January 1, 1927	Flood Prevention	.00066
August 1, 1928	Constructing a permanent System of Sewage Disposal and Permanent Sanitary Sewers and Drains	.00398
August 1, 1928	Opening and Widening and Straightening Public Streets and Public Places	.00187
August 1, 1928	Paving and Grading the Public Streets and Public Places	.00236
August 1, 1928	Permanently Improving the San Antonio River, San Pedro and Alazan Creeks and constructing Permanent Storm Sewers and Drains	.00163
August 1, 1928	Permanent Bridges	.00050
August 1, 1928	Permanent Building, Fire Alarm and Police Signal System	.00101
August 1, 1928	Construction of Permanent Public Improvements in the Public Parks	.00125
August 1, 1928	Permanent Public Library Building	.00162
August 1, 1928	Acquiring Land for International Exposition Grounds	.00088
August 1, 1928	Acquiring "Spanish Governor's Palace"	.00026
November 1, 1946	A-45 Interregional Highway	.00961
November 1, 1946	B-45 Airport Administration Building	.00821
November 1, 1946	C-45 Street and Bridge	.01093
November 1, 1946	E-45 Garbage Disposal	.00163
November 1, 1946	U-45 Fire Stations	.00076
March 1, 1948	Sanitary Sewer Plant nad System A-47	.03437
March 1, 1950	State or State-Aid Highways and Streets and Bridges A-49	.02023
March 1, 1955	Expressway and Street Improvement	.05902
March 1, 1956	General Improvement	.03410
December 1, 1956	General Improvement - Series "A"	.03762
November 1, 1957	General Improvement - Bonds of 1957	.01811
March 1, 1958	General Improvement bonds of 1958	.03679
April 1, 1958	Supplemental City Hall Note - Sinking Fund	.00705
March 1, 1959	General Obligation Bonds of 1959	.07289
March 1, 1960	General Obligation Bonds of 1960	.06047
April 1, 1961	General Obligation Bonds of 1961	.03169
April 1, 1962	General Obligation Bonds of 1962	.06547
April 1, 1963	General Obligation Bonds of 1963	.02975
April 1, 1964	General Obligation Bonds of 1964	.01923
		<u>\$.58470</u>

PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
CityClerk

AN ORDINANCE 32103

APPROVING THE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF HIGHWAY TRAFFIC CONTROL SIGNALS AT THE INTERSECTIONS OF I. H. 35 FRONTAGE ROADS WITH BROADWAY, ALAMO, AUSTIN, PINE AND N. NEW BRAUNFELS AVENUE; AUTHORIZING THE EXECUTION OF SUCH AGREEMENT AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1. The agreement between the State of Texas and the City for the installation, operation and maintenance of highway traffic signals at the intersections of I.H. 35 frontage roads with Broadway, Alamo, Austin, Pine & N. New Braunfels Avenue are hereby approved. The City Manager is hereby authorized to execute said agreement on behalf of the City.

A copy of said agreement are attached hereto and incorporated herein by reference.

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

EXHIBIT 1
 LOCATION(S)

Intersections I.H. 35 (N-S Expressway) East and West Frontage Roads with North Alamo Street, with North Austin Street, with North New Braunfels Avenue, and with North Pine Street in San Antonio, Bexar County.

AN ORDINANCE 32104

AUTHORIZING EXECUTION OF A LEASE OF SPACE IN THE TERMINAL BUILDING AT INTERNATIONAL AIRPORT TO WILD GOOSE FLYING SERVICE.

* * * * *

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

SECTION 1. The City Manager is authorized to execute a lease of space in the Terminal Building at San Antonio International Airport to Wild Goose flying Service, Inc. A copy of said lease (Lease #30-36) is attached hereto and incorporated herein.

PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
 M A Y O R

ATTEST: J. H. Inselmann
 City Clerk

LEASE NO. 30-36

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. 32104, adopted February 13th, 19 64, (hereinafter called "Lessor"), and Wild Goose Flying Service, 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 on Exhibit 2 which is attached hereto and made a part hereof:

- A. Building: 101 sq. Ft. in Terminal
- B. Ground:

2. BASE RENTAL

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

<u>Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate Per sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
A. Building:	101	\$3.85	\$388.85	\$32.40
B. Ground:				

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 February 1, 1964.

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other:
 Operation of a commercial air taxi and charter service.

5. LIABILITY INSURANCE

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

and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City 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 \$400.00 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 4B, 4I and 6A which have been deleted therefrom.

8. SPECIAL PROVISIONS (See Page #10) SMA

a. Lessee understands that Lessor may remodel the Terminal Building in the area in which this lease is located, and agrees to accept temporary relocation, if necessary, during the construction work.

EXECUTED this 30th day of January, 1964.

CITY OF SAN ANTONIO, Lessor

BY: DAVID A. HARNER
Assistant City Manager

WILD GOOSE FLYING SERVICE, INC.,
Lessee

ATTEST: /s/ J. H. Inselmann
City Clerk

BY: Sandy M. Anderson
Secretary and Treasurer
(Title)

ATTEST: Tonie Schulte
Assistant Secretary

Terminal Building, International
Airport (Mail Address)

San Antonio, Texas

LEASE NO.

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS-----

SAN ANTONIO INTERNATIONAL AIRPORT LEASES-----

(Lessee:

1. GROSS RECEIPTS CHARGES

A. COMPUTATION:

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

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

of each year's applicable gross receipts.

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

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

- (1) The aggregate amount of all sales made and services performed: for cash, credit or otherwise, or every kind, name and nature, regardless of when or whether paid for or not;
- (2) The Aggregate amount of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the reasonable value thereof, whichever sum is the greater; and,

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

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

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

C. RECORDS AND REPORTS:

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

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

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

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

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

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

D. AUDIT.

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

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

2. ADJUSTMENTS IN RENTAL RATES

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

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

as compared to

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

The computation for said adjustment shall be as follows:

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

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

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

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

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

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

3. USE(S) OF PREMISES:

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

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

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

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

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

C. Payment of Taxes, Etc.:

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

D. SIGNS:

Lessee will erect no signs and will distribute no advertising matter at airport without the written consent of Lessor's director of Aviation.

E. REGULATIONS:

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

F. PROHIBITIONS OF SUB-LEASES AND ASSIGNMENTS:

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

G. REMOVAL OF TRASH:

Lessee 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, 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.

H. INDEMNITY:

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

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

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

L. HOLDING OVER

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

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

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

6. FIELD USE CHARGES

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

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

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

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

10. GENERALA. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

(SMA, Intil) 8. SPECIAL PROVISIONS (Continued from Page #2)

b. Revenue from Scheduled Air Taxi passenger and Freight Flights would not be included as gross receipts under Article 1 of Exhibit 1.

c. Lessor agrees to give Lessee option to renew lease at whatever terms agreeable upon the termination of this lease; assuming that Lessor intends to continue leasing this space.

AN ORDINANCE 32105

SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING
ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY
THE CITY OF SAN ANTONIO, TEXAS, AUTHORIZING AND DIRECTING
THE CITY MANAGER TO PUBLISH NOTICE OF SUCH PUBLIC HEARING,
AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1. on the 27th day of February, 1964 at 8:30 AM o'clock in the City Council Chamber of the City Hall of the City of San Antonio, Texas the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of San Antonio, Texas of the following described property, to-wit:

BEGINNING At a point on the present City Limits Line, said point being on the southwest line of W. Silver Sands Drive and No. 47° 58' 15" W, a distance of 163.56 Ft. from the northwest line of REVERIE LANE.

THENCE; along the present City limits line as follows:

S 41° 42' 55" W, a distance of 408.53 Ft. to a point;
 N 46° 54' 40" W, a distance of 317.86 Ft. to a point;
 N 43° 05' 20" E, a distance of 4.58 Ft. to a point;
 N 46° 54' 40" W, a distance of 16.00 Ft. to a point;
 N 70° 24' 35" W, a distance of 11.49 Ft. to a point;
 N 46° 54' 40" W, a distance of 297.78 Ft. to a point;
 N 8° 49' 06" W, a distance of 324.08 Ft. to a point;
 N 52° 15' 30" W, a distance of 100.73 Ft. to a point;
 N 37° 44' 30" E, a distance of 6.01 Ft. to a point;
 N 52° 15' 30" W, a distance of 200.00 Ft. to a point;
 S 37° 44' 30" W, a distance of 16.00 Ft. to a point;
 N 52° 15' 30" W, a distance of 50.00 Ft. to a point on the West line of HARMONEY Hills, - UNIT 4-A.

THENCE; N 37° 44' 30" E, along the west line of HARMONY HILLS-UNIT 4-A, a distance of 280.91 Ft. to the point of curvature of a curve to the left.

THENCE; along said curve, having a radius of 950.00 Ft., a distance of 159.79 Ft. to the point of tangency of said curve, for the most northerly corner of HARMONY HILLS-UNIT 4-A.

THENCE; S 47° 58' 15" E, a distance of 1047.28 Ft. to a point on the present City Limits Line.

THENCE; S 37° 44' 30" W, along the present City Limits line, a distance of 206.58 Ft. to a point on the south west line of W. Silver Sands Drive.

THENCE; S 47° 58' 15" E, Along the southwest line of W. Silver Sands Drive, a distance of 225.00 Ft. to the point of beginning, and containing 14.186 Acres of land.

SECTION 2. The City Manager of the City of San Antonio is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the City and in the above described territory not more than 20 days nor less than 10 days prior to the date of such public hearing, all in accordance with the Municipal Annexation Act (Chapter 160, 970a, Vernon's Texas Civil Statutes).

SECTION 3. Whereas an emergency is apparent for the immediate preservation of order, good government and public safety which requires that this ordinance become effective at once; therefore upon the passage of this ordinance by a vote of at least 6 members of the Council, it shall be effective from and after the date of its passage as provided for by the Charter of the City of San Antonio.

PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32106

SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF SAN ANTONIO, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO PUBLISH NOTICE OF SUCH PUBLIC HEARING, AND DECLARING AN EMERGENCY.

* * * * *

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

SECTION 1. On the 27th day of February, 1964 at 8:30 AM O'clock in the City Council Chamber of the City Hall of the City of San Antonio, Texas the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of San Antonio, Texas of the following described property, to-wit:

BEGINNING at a point on the west line of WAYNE DRIVE, Said point being the northeast corner of Lot 5, Block 4, C. B. 5132 and also located on the south line of RIGSBY AVENUE (U.S. Hwy. 87);

THENCE; S 0° 05' 30" E, along the west line of WAYNE DRIVE and east line of Lot 5, 15, and 16, a distance of 220.00 Ft. to the southeast corner of said Lot 16, for the southeast corner of this tract;

THENCE; S 89° 54' W, along the south line of said Lot 16, a distance of 120.00 Ft. to a point, for the southwest corner of this tract;

THENCE; N 0° 05' 30" W, along a line 120.00 Ft. west of and parallel to the west line of WAYNE DRIVE and east line of Lots 5, 15 and 16, a distance of 196.57 Ft. to a point on the north line of Lot 3, said point being on the south line of RIGSBY AVENUE (U. S. Hwy. 87), for the northwest corner of this tract;

THENCE; N 78° 51 E, along the north line of Lots 3, 4 and 5 and south line of RIGSBY AVENUE (U.S. Highway 87), a distance of 122.27 Ft. to the point of beginning, and containing 0.574 acres of land.

SECTION 2. The City Manager of the City of San Antonio is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the City and in the above described territory not more than 20 days nor less than 10 days prior to the date of such public hearing, all in accordance with the Municipal Annexation Act (Chapter 160, Acts of the 58th Legislature, Regular Session, 1963; compiled as 970a, Vernon's Texas Civil Statutes).

SECTION 3. Whereas an emergency is apparent for the immediate preservation of order, good government and public safety which requires that this ordinance become effective at once; therefore upon the passage of this ordinance by a vote of at least 6 members of the Council, it shall be effective from and after the date of its passage as provided for by the Charter of the City of San Antonio.

PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32107

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN SUBSCRIPTIONS FROM THE H. W. WILSON COMPANY FOR THE CITY OF SAN ANTONIO PUBLIC LIBRARY FOR A NET TOTAL OF \$1,213.00.

* * * * *

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

1. THAT THE Director of Finance be authorized to purchase certain subscriptions from the H. W. Wilson Company for the Public Library of the City of San Antonio for a net total of \$1,213.00.
2. This is the sole source of supply for these particular subscriptions.
3. Payment to be made from General Fund 1-01, Public Library, Account No. 15-02-01, Code 2-64.
4. PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32108

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ACME IRON WORKS TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH TWO SLUDGE PUMPS FOR A TOTAL OF \$3,696.32.

* * * * *

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

1. The attached low qualified bid of Acme Iron Works, dated January 29, 1964 to furnish the City of San Antonio, Department of Public Works with two sludge pumps for a total of \$3,696.32, less 1%-10, net \$3,659.36 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-02-01, Code 5-20.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32109

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN ITEMS OF TRAFFIC SIGNAL EQUIPMENT FROM SIGNAL SALES & MAINTENANCE CORPORATION FOR DEPARTMENT OF TRAFFIC AND TRANSPORTATION FOR A NET TOTAL OF \$2,150.15.

* * * * *

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 traffic signal control equipment from the Signal Sales and Maintenance Corporation for use by the City of San Antonio Department of Traffic and Transportation for a total of \$2,150.15.

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

3. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-03, Object Code 5-12.

4. PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32110

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE CERTAIN 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 \$5,229.00.

* * * * *

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

1. THAT the Director of Finance be authorized to purchase certain Scotchlite material 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 \$5,229.00.

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 13th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32111

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF AMERICAN SPORTS CENTER, C & S SPORTING GOODS, POTCHERNICK'S AND WRIGHT SPORTS TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN SPORTING GOODS FOR A TOTAL OF \$2,483.99.

* * * * *

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

1. The attached low qualified bids of American Sports Center, C & S Sporting Goods, Potchernick's and Wright Sports, dated February 6, 1964 to furnish the City of San Antonio, Department of Parks and Recreation with certain sporting goods for a total of \$2,483.99 is hereby accepted as follows:

American Sports Center
217 N. St. Marys

Items - 2, 6, 8, 9, 10, 12, 14, 15, 16, 19, 20, 21, 23 & 26 -
(Less 2% - 10 days) \$1,090.40

C & S Sporting Goods Co.
433 N. Main

Items - 1 & 3
(Less 2%-30 days) 89.88

Potchernicks
211 N. St. Marys

Items - 4, 5, 13, 24, 27, 28 & 29 623.11

Wright Sports
223-227 N. Main

Items - 11, 17, 18, 22 & 25
(Less 2%-10) 680.60

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

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 13th day of February, 1964.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 32112

APPROVING THE AMENDMENT OF THE REDEVELOPMENT PLAN FOR URBAN RENEWAL PROJECT I, AND AMENDING ORDINANCE 31785 ACCORDINGLY.

* * * * *

WHEREAS, the proposed sale of a certain tract of land in Urban Renewal Project I, Tex. R-39, to Bexar County, Texas, was approved by Ordinance 31785 on September 26, 1963, subject to certain provisions in the Redevelopment Plan approved by Ordinance 29278 on February 15, 1961; and,

WHEREAS, the aforesaid Redevelopment Plan (Urban Renewal Plan) restricted the use of the land sold to Bexar County to construction on 10% of said tract; and,

WHEREAS, the Board of Commissioners of the Board of Commissioners of the Urban Renewal Agency of San Antonio has adopted its Resolution 329 on January 17, 1964 to alter and increase the restriction as to coverage of land by buildings from 10% to 50%; and,

WHEREAS, the amendment of said Redevelopment Plan has been considered by the Planning Commission and its recommendation has been submitted to this body pursuant to Section 7 (e) of Art. 12691-3, Texas R. C. S; NOW, THEREFORE:

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

SECTION 1. The amendment of the Redevelopment Plan (Urban Renewal Plan) for Urban Renewal Project I, Tex. R-39, approved by Ordinance 29278, to permit construction of 50% of Lot 2, NCB 13418, as shown on the proposed resubdivision of said project, being sold to Bexar County, is hereby approved.

SECTION 2. Ordinance 31785 adopted September 26, 1963, approving the price and conditions of the said sale to Bexar County is amended accordingly.

PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

A RESOLUTION

APPOINTING SEVEN MEMBERS TO SERVE AS A VIGILANCE COMMITTEE ON SOLICITATION ACTIVITIES IN THE CITY PURSUANT TO SECTION 28-24 OF THE CITY CODE.

* * * * *

WHEREAS, Section 28-24 of the City Code provides for the appointment of a seven member Vigilance Committee to serve in any advisory capacity, without compensation, on matters concerning applications for permits to solicit in the City; NOW, THEREFORE:

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

SECTION 1. The following named persons are hereby appointed to serve on the vigilance Committee, on solicitation activities within the City, for a period of 1 year beginning February 1, 1964:

G. W. Dwyer	820 San Pedro
W. I. Elo	2322 West Magnolia
Walter Corrigan	P. O. Box 2240
C. M. Armstrong	2250 Cincinnati
John H. Krueger	2618 Broadhurst
Floyd Engle	310 Adrian
G. W. Seffel	406 W. Market, Suite 401

PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32113

ACCEPTING DISMISSAL OF CAUSE NO. F-125,864, G. J. FRY VS. CITY OF SAN ANTONIO; ACCEPTING A CHANNEL EASEMENT FROM G. J. FRY AND WIFE, MARY F. FRY; AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXCAVATE CHANNEL EASEMENT.

* * * * *

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

SECTION 1. That for and in consideration of the dismissal with prejudice of Cause No. F-125,864, G. J. Fry vs. City of San Antonio, and the execution and delivery by G. J. Fry and Wife, Mary F. Fry of a 116 foot channel easement, Parcel 3804, N.C.B. 10,116,

a copy of which is attached, the Director of Public works of the City of San Antonio is authorized to excavate during the next 18 months of course of said easement and dispose of the excavation on the old creek bed across the property of G. J. Fry and rough grade same, using City Equipment.

PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

E A S E M E N T

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

THAT WE, G. J. FRY And wife, MARY F. FRY, hereinafter called "Grantors", for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration, to us in hand paid by the City of San Antonio, a municipal corporation, the receipt and sufficiency of which is hereby acknowledged and confessed, and have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the City of San Antonio, Bexar County, Texas, an easement and right-of-way for channel easement and drainage over, across, under and upon the following described land located in Bexar County, Texas, said land being more particularly described as follows, to-wit:

A tract of land in New City Block 10116, San Antonio, Bexar County, Texas, out of Gerald J. Fry 12.836 acre tract being out of Old City Lots 20 and 21, Range 4, District 3, County Blocks 5260 and 5261, being described by metes and bounds as follows:

BEGINNING at a point on the west line of NCB 10116, said point being 149.30 feet north of the southwest corner of NCB 10116, said point also being the northwest corner of an existing 100.00 foot easement;

THENCE; North, along the west line of NCB 10116, a distance of 118.06 feet to a point;

THENCE; S 83° 36' E, along a line 116.00 Feet North of and parallel to the North line of said existing easement, a distance of 559.65 feet to a point;

THENCE; S 17° 42' E, along a line 116.00 feet east of and parallel to said existing easement, a distance of 205.82 feet to a point on the south line of NCB 10116;

THENCE; S 89° 06' 30" W, along the south line of NCB 10116, a distance of 121.18 feet to a point on the east line of the above-mentioned existing easement;

THENCE; N 17° 42' W, along the east line of said existing easement, a distance 95.71 feet to a point;

THENCE; N 83° 36' W, along the north line of said existing easement, a distance of 460.23 feet to a point;

THENCE; S 89° 35' W, along the north line of said existing easement, a distance of 11.15 feet to the point of beginning, and containing 1.77 acres of land, more or less;

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 improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the exercise of the rights herein granted; and Grantors expressly covenant and agree for their heirs, legal representatives, successors and/or 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 for public purposes shall be abandoned. And Grantors hereby bind their heirs, legal representatives, successors and/or assigns 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.

EXECUTED this 13th day of February, A.D., 1964.

/s/ G. J. Fry, Grantor

/s/ Mary F. Fry, Grantor

AN ORDINANCE 32114

AMENDING ORDINANCE 31131, APPROVING THE LOCATION OF URBAN RENEWAL PROJECT I, TEX. R-39, IN THE CITY OF SAN ANTONIO, ESTABLISHING THE OUTER BOUNDARIES OF SUCH PROJECT, and DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR SPECIFIED WORK WITHIN SUCH BOUNDARIES FOR AN ADDITIONAL ONE YEAR PERIOD.

* * * * *

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

SECTION 1. The boundaries of Urban Renewal Project I, Tex R-39, in the Central West Area as shown by the map or diagram prepared by the Urban Renewal Agency, as hereby approved. The said map is filed in the Office of the City Clerk and is incorporated herein by reference for all purposes.

SECTION 2. The outer boundaries of the approved Central West Area, Project I, Tex R-39 as shown by said map are here and now established as building lines within and between which no structures shall be repaired if the cost of the repairs to be done within any one calendar year is in excess of 25% of the value of the structure before the repairs are made.

SECTION 3. The Director of Housing and Inspections of the City of San Antonio is hereby directed to refuse any building permit for the erection of any structure within the proposed area established and referred to; to refuse to permit curb cuts or the construction of the driveway approach ramps; and to refuse any building permits for the rebuilding of existing structures which are destroyed by fire or which rebuilding of existing structures which are destroyed by fire or which are partially destroyed where the cost of reconstruction or repairs is in excess of 25 per cent of the value of the structure before the fire, or for the repair of any existing structure where the cost of repairs to be made within any one calendar year is in excess of 25per cent of the value of the structure before the repairs are made.

SECTION 4. The restrictions imposed by this ordinance shall be in full force and effect for a one-year period ending the 12th day of February, 1965, the estimated time required for completion of engineering, appraisal and acquisition of the area protected hereby.

SECTION 5. Ordinance #31131, adopted February 13, 1963, is amended in accordance with the terms of this ordinance.

SECTION 6. 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 at least 6 members of the 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.

PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32115

*Amended
Ord. #33131
March 11, 1965*

APPROVING THE LOCATION OF URBAN RENEWAL PROJECT III, TEX.R-78 IN THE CITY OF SAN ANTONIO, ESTABLISHING THE OUTER BOUNDARIES OF SUCH PROJECT, AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR SPECIFIED WORK WITHIN SUCH BOUNDARIES FOR A SPECIFIED PERIOD OF TIME.

* * * * *

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

SECTION 1. The boundaries of Urban Renewal Project III, Tex. R-78, (Rosa Verde), as shown by the field notes description prepared by the Urban Renewal Agency, are hereby approved. A copy of said description, marked "Exhibit A", is attached hereto and incorporated herein.

SECTION 2. The outer boundaries of said Urban Renewal Project, as shown by said field notes description, are here and now established as building lines within and between which no structures shall be repaired if the cost of the repairs to be done within any one calendar year is in excess of 25% of the value of the structure before the repairs are made.

SECTION 3. The Director of Housing and Inspections of the City of San Antonio is hereby directed to refuse any building permit for the erection of any structure within the proposed area established and referred to; to refuse to permit curb cuts or the construction of driveway approach ramps; and to refuse any building permits for the rebuilding of existing structures which are destroyed by fire or which are partially destroyed where the cost of reconstruction or repairs is in excess of 25 per cent of the value of the structure before the fire, or for the repair of any existing structure where the cost of repairs to be made within any one calendar year is in excess of 25 per cent of the value of the structure before the repairs are made.

SECTION 4. The restrictions imposed by this ordinance shall be in full force and effect for a one-year period ending the 12th day of February, 1965, the estimated time required for completion of engineering, appraisal and purchase of the area proteated hereby.

SECTION 5. 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 at least 6 members of the 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.

PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

EXHIBIT A TO
ORDINANCE NO. 32115

GENERAL FIELD NOTE DESCRIPTION
ROSA-VERDE URBAN RENEWAL AREA, TEX. R-78

BEGINNING: at a point at the intersection of San Pedro Creek and Dolorosa Street, same point also being the most southeast part of this area;

THENCE; in a northerly direction along the meanderings of the San Pedro Creek and the North U. S. 87 expressway to the intersection of the I & GN railroad tracks;

THENCE; In a southerly direction along the I & GN railroad tracks to the intersection of the south R.O.W. line of Leal Street;

THENCE; In an easterly direction along the south R.O.W. line of Leal Street to an intersection with the west R.O.W. of Salada Street;

THENCE; In a southerly direction along the west R.O.W. line of Salado Street to the South R.O.W. line of Morales Street;

THENCE; In an easterly direction along the south R.O.W. Line of Morales Street to an intersection with the west R.O.W. line of Medina Street;

THENCE; In a southerly direction along the west R.O.W. line of Medina Street to the north R.O.W. line of Buena Vista Street;

THENCE; In an easterly direction along the north R.O.W. line of Buena Vista Street-Dolorosa Street to the place of beginning.

AN ORDINANCE 32116

APPROVING THE LOCATION OF URBAN RENEWAL PROJECT V, TEX R-83 IN THE CITY OF SAN ANTONIO, ESTABLISHING THE OUTER BOUNDARIES OF SUCH PROJECT, AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR SPECIFIED WORK WITHIN SUCH BOUNDARIES FOR A SPECIFIED PERIOD OF TIME.

* * * * *

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

SECTION 1. The boundaries of Urban Renewal Project V, Tex. R-83 (Civic Center) as shown by the field notes description prepared by the Urban Renewal Agency, are hereby approved. A copy of said description, marked "Exhibit A", is attached hereto and incorporated herein.

SECTION 2. The outer boundaries of said Urban Renewal Project, as shown by said field notes description, are here and now established as building lines within and between which no structures shall be repaired if the cost of the repairs to be done within any one calendar year is in excess of 25% of the value of the structure before the repairs are made.

SECTION 3. The Director of Housing and Inspections of the City of San Antonio is hereby directed to refuse any building permit for the erection of any structure within the proposed area established and referred to; to refuse to permit curb cuts or the construction of driveway approach ramps; and to refuse any building permits for the rebuilding of existing structures which are destroyed by fire or which are partially destroyed where the cost of reconstruction or repairs is in excess of 25 per cent of the value of the structure before the fire, or for the repair of any existing structure where the cost of repairs to be made within any one calendar year is in excess of 25 per cent of the value of the structure before the repairs are made.

SECTION 4. The restrictions imposed by this ordinance shall be in full force and effect for a one-year period ending the 12th day of February, 1965, the estimated time required for completion of engineering, appraisal and purchase of the area protected hereby.

SECTION 5. 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 at least 6 members of the 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.

PASSED AND APPROVED this 13th day of February, 1964.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

EXHIBIT A
TO ORDINANCE 32116

FIELD NOTE DESCRIPTION FOR
CIVIC CENTER URBAN RENEWAL PROJECT
TEX. R-83

BEGINNING: at the intersection of Commerce Street and N. Presa Street;

Thence: In an easterly direction along Commerce Street to an intersection with Bowie Street;

THENCE: In a generally north direction along Bowie Street to an intersection with Nacogdoches Street;

THENCE: In a northeasterly direction along Nacogdoches Street to an intersection with the West boundary of Interstate Highway 37;

THENCE; In a generally south direction along the west boundary of Interstate Highway 37 to an intersection with Indianola Street;

THENCE: In a southwesterly direction along Indianola Street to an intersection with Victoria Street;

THENCE: In a northwesterly direction along Victoria Street to an intersection with Matagorda Street;

THENCE: In a southwesterly direction along Matagorda Street to an intersection with Lavaca Street;

THENCE: In a northwesterly direction along Lavaca Street to a meeting with Martinez Street;

THENCE: In a westerly direction along Martinez Street to an intersection with ^{S.} St. Mary's Street;

THENCE: In a northerly direction along S. St. Mary's Street to an intersection with Nueva Street;

THENCE: In an easterly direction along Nueva Street to an intersection with N. Presa St;

THENCE: In a northerly direction along N. Presa Street to the place of beginning, and containing approximately 149 acres.

AN ORDINANCE 32117

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. 2086)

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

Lot 17, NCB 8410

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 20th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32118

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 cahnges in classification and the re-zoning of the hereinbelow designated property, to-wit:

(Case No. 2088)

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

Lots 18, 19 and 20, NCB 8679

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 20th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32119

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 in 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. 2078)

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

Lot 7, NCB 11074

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 public for inspection.

4. PASSED AND APPROVED this 20th day of February, A. D., 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32120

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. 1998)

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

Lot 54, Blk F, NCB 6014 save and except the north 65'.

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 20th day of February, A.D., 1964.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
MAYOR

AN ORDINANCE 32121

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

* * * * *

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

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

(Case No. 2087)

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

Lots 24 thru 46, NCB 3720; Lots 22 thru 42, NCB 3721; and all of NCB's 3722, 3723, 3724, 3725, 3726, 3727, 3729, 7549, 7550, 7551 and 7552.

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 20th day of February, A. D., 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32122

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. 2048 (A))

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

Lot 15, NCB 10101 from "B" Residence District to "E" office District; and Lot 16, NCB 10101 from "B" Residence District to "E" Office District.

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

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

4. PASSED AND APPROVED this 20th day of February, A. D., 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32123

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. 2094)

The rezoning and reclassification of property from "B" Residence District TO "D" Apartment District as listed below:

Lots 1 and 2, NCB 1955

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 20th day of February, A. D. 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32124

APPROVING THE ASSIGNMENT OF A LEASE OF SPACE AT INTERNATIONAL AIRPORT FROM THE SWEARINGEN CORPORATION TO SWEARINGEN AIRCRAFT.

* * * * *

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

SECTION 1. The proposed assignment of a lease of space (Lease Area 104) at San Antonio International Airport dated September 12, 1963, authorized by Ordinance 31750, from the Swearingen Corporation, the original lessee, to Swearingen Aircraft, a partnership composed of the Swearingen Corporation and the Urschel Corporation, is hereby approved conditioned upon acceptance by the parties shown below.

SECTION 2. Said assignment is effective the 20th day of February, 1964. All terms, conditions and covenants in the aforementioned lease shall remain in effect during the term thereof.

PASSED AND APPROVED this 20th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

ACCEPTED and AGREED TO in all things this 19th day of February, 1964.

SWEARINGEN CORPORATION, Lessee-Assignor

ATTEST: Wm. C. Hickey
Secretary

BY: E. J. Swearingen
President

SWEARINGEN AIRCRAFT, Assignee, A Partnership
P. O. Box 6904, San Antonio
Urschel Corporation, Partner

ATTEST: Oakley S. Yantis
Secretary

BY: Harry Wolf
Vice President

SWEARINGEN AIRCRAFT, Partner

ATTEST: Wm C. Hickey
Secretary

BY: E. J. Swearingen
President

A RESOLUTION

ACCEPTING THE PROVISIONS CONTAINED IN STATE HIGHWAY COMMISSION MINUTE ORDER NO. 53782 IN CONNECTION WITH INTERSTATE HIGHWAY 10 ILLUMINATION SYSTEM FROM INTERSTATE HIGHWAY 35 INTERCHANGE TO PROBANDT STREET.

* * * * *

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

1. The City Council of the City of San Antonio hereby accepts the provisions contained in Minute Order No. 53782, passed by the State Highway Commission on November 22, 1963, for the improvement by the Texas Highway Department of the road described below:

Interstate Highway 10: Illumination System from Interstate Highway 35 Interchange to Probandt Street

2. PASSED AND APPROVED this 20th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32125

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE OF TEXAS WHEREBY THE CITY SHALL PAY 50% OF THE ESTIMATED COST OF \$419,600.00 FOR CERTAIN EXPRESSWAY ILLUMINATION PROJECTS.

° * * * * *

WHEREAS, it is the desire of the City and the State of Texas to construct an expressway illumination system within the city limits; and,

WHEREAS, this illumination system will cover IH 10 from North City Limits Balcones Heights to North City Limits of San Antonio, IH 410 from City Limits near Callaghan Road to Fredericksburg Road and State Loop 410 from Cherry Ridge Road to U. S. 81 Business Route near Fratt Road; and,

WHEREAS, the State of Texas estimates the cost of this construction to be \$419,600.00 of which the City shall pay 50% thereof; NOW, THEREFORE,

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

SECTION 1. The City Manager is hereby authorized to execute an agreement with the State of Texas for the construction of an Expressway Illumination System, within the City limits, at an estimated cost of \$419,600.00 of which the City shall pay 50% thereof.

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

PASSED AND APPROVED this 20th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

C 72-12-38 C 521-4-41
I-10-4(76) 574 I-410-4(86) 574 &

C 521-4-42
U 1075 (18)
Bexar County

STATE OF TEXAS
COUNTY OF TRAVIS

THIS AGREEMENT, made this 20th day of February, 1964, by and between the City of San Antonio, Texas, hereinafter called the "City", Party of the First Part, acting by and through its City Manager and the State of Texas, hereinafter called the "State", Party of the Second Part, acting by and through its State Highway Commission.

WHEREAS, it is the desire of the State and City to construct an expressway illumination system within the limits from North City Limits of San Antonio to North City limits of Balcones Heights on Interstate Highway No. 10, and within the limits from West City Limits near Callaghan Road to Fredericksburg Road on Interstate Highway No. 410, and within the limits from Cherry Ridge Road to Jackson-Keller Road and from McCullough Avenue To U. S. Highway No. 81 Business Route Near Fratt Road on State Highway No. 410. The State will construct or have constructed this work and the City Will pay fifty per cent (50%) of the construction cost of this work, estimated to cost Four Hundred Nineteen Thousand Six Hundred and No/100 Dollars (\$419,600.00) including contingencies and construction engineering. The City's estimated share of the cost of this work amounts to Two Hundred Nine Thousand Eight Hundred and No.100 Dollars (\$209,800.00)

NOW THEREFORE, it is understood that this proposed work, consisting of the construction of an expressway illumination system within the limits from North City Limits of San Antonio to North City Limits of Balcones Heights on Interstate Highway No. 10, and within the limits from West City Limits near Callaghan Road to Fredericksburg Road on Interstate Highway No. 410, and within the limits from Cherry Ridge Road to Jackson-Keller Road and from McCullough Avenue

to U. S. Highway No. 81 Business Route near Fratt Road on State Highway No. 410, will be constructed by the State. The total estimated construction cost of this work amounts to four Hundred Nineteen Thousand Six Hundred and No/100 Dollars (\$419,600.00), including contingencies and construction engineering. The City will pay fifty per cent (50%) of the construction cost of this work and it is estimated the City's share is Two Hundred Nine Thousand Eight Hundred and No/100 Dollars (\$209,800.00), and the City will transmit to the State with the return of this agreement, executed by the City, a warrant made payable to the State Treasurer, account of Trust Fund No. 927 in the amount of Two Hundred Nine Thousand Eight Hundred and No/100 Dollars (\$209,800.00), to be used in paying for the City's Share of the proposed work in the City of San Antonio. It is further understood that the State will construct only those items necessary for the completion of an expressway illumination system and fifty per cent (50%) of the construction cost of such items will be borne by the City. If the State elects to receive bids and if upon receipt of bids by the State and/or the actual construction and/or approved changes in the contemplated improvement it is found that this amount is insufficient to pay the City's portion, then the City upon request of the State will forthwith supplement this amount by an amount equal to the City's full estimated or actual share of the cost of this work less the amount previously paid into Trust Fund No. 927. In the event the amount as paid is more than the actual cost of the City's share, as herein established, then the excess amount will be returned to the City. It is further understood that the work to be done on behalf of the City, as herein provided, will include the cost of contingencies and construction engineering.

IN TESTIMONY WHEREOF, THE PARTIES HERETO have caused these presents to be executed in duplicate on the day above stated.

CITY OF SAN ANTONIO
Party of the First Part

STATE OF TEXAS
STATE HIGHWAY COMMISSION
Party of the second Part

By: /s/ Gerald C. Henckel, Jr.
Asst. City Manager

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

By: O. L. Sceer
State Highway Engineer under Authority of Commission Minute 30665

Recommended for execution:
/s/ Sam Huff
Engineer of Aid Projects

AN ORDINANCE 32126

APPROPRIATING THE SUM OF \$928.38 FROM 803-07, INTERNATIONAL AIRPORT BOND & CONSTRUCTION FUND - F.A.A. 9-41-080-C314 and authorizing THE PAYMENT OF THE SUM OF \$434.25 TO ALDER ELECTRIC COMPANY AND THE SUM OF \$494.13 TO M. R. MITCHELL & ASSOCIATES, INC.

* * * * *

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

SECTION 1. The sum of \$928.38 is hereby appropriated from 803-07, International Airport Bond & Construction Fund - F.A.A. 9-41-080-C314, and the following payments are hereby authorized:

- a. \$434.25 payable to Alder Electric Company;
- b. \$494.13 payable to M. R. Mitchell & Associates, Inc.

PASSED AND APPROVED this 20th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32127

APPROVING THE SALE OF A TRACT OF LAND IN URBAN RENEWAL PROJECT NO. I, TEX. R-39, TO ARCADIO GARZA, JR., FOR THE SUM OF \$91,740.72.

* * * * *

WHEREAS, a Redevelopment Plan for Urban Renewal Project No. I, Tex. R-39, in the City of San Antonio was approved by Ordinance 29278; and,

WHEREAS, a certain tract in said project referred to as Parcel 2, N.C.B. 13608, as shown on the proposed resubdivision thereof, a copy of which is filed with Ordinance 21758 of September 26, 1963, was advertized for bids on January 28, 1964, in the "Commercial Recorder" and other publications; and,

WHEREAS, a bid was received as a result of said advertisement from Arcadio Garza, Jr., in the sum of \$91,740.72; and,

WHEREAS, the Board of Commissioners of the Urban Renewal Agency of the City of San Antonio adopted a resolution February 13, 1964, that such bid be accepted; NOW, THEREFORE:

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

SECTION 1. The price and conditions of the proposed sale by the Urban Renewal Agency of the City of San Antonio of a certain parcel in Urban Renewal Project No. I, Tex. R-39, as shown by the proposed resubdivision thereof, is hereby approved in accordance with Sec. 11 of Art. 1269- 1-3, Vernon's Annotated Civil Statutes, to the purchaser named as follows:

<u>PARCEL NO.</u>	<u>N.C.B.</u>	<u>PURCHASER</u>	<u>PRICE</u>
2.	13608	Arcadio Garza, Jr.	\$91,740.72

Reference is hereby made to a plat of the area showing the aforementioned parcel, a copy of which is marked "Exhibit A" and attached hereto, for a more particular description thereof.

SECTION 2. Possession of existing streets and street right-of-way shall be delivered to the purchaser named above only upon approval in writing given by the City's Director of Traffic and Transportation.

SECTION 3. Such sales by the said Urban Renewal Agency are to be made subject to the restrictions in the Redevelopment Plan for said project, approved by Ordinance 29278, and the terms of the disposition documents approved by Resolution adopted by the Board of Commissioners of said Agency on March 21, 1962. One copy of such resolution and of the approved Contract for Land Disposition form, marked "Exhibit B" and "Exhibit C", are filed herewith and incorporated herein.

SECTION 4. The City Clerk is directed to send certified copies of this ordinance to the Executive Director of said Urban Renewal Agency.

PASSED AND APPROVED this 20th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

EXHIBIT "B"

A RESOLUTION ACCEPTING THE HIGHEST AND BEST RESPONSIBLE BID, ARCADIO GARZA, JR., FOR THE PURCHASE OF ALL OF PARCEL 2, NEW CITY BLOCK 13608, CONSISTING OF 2.266 ACRES IN THE SUM OF \$91,740.72; ESTABLISHING A NEW MINIMUM DISPOSITION PRICE FOR SAID PARCEL #2 IN THE AMOUNT OF \$91,740.72; ACCEPTING THE TERMS AND CONDITIONS FOR THE PURCHASE OF SAID PROPERTY AS SET FORTH IN THE BID DOCUMENTS SUBMITTED BY ARCADIO GARZA, JR., AND DIRECTING THE AGENCY'S EXECUTIVE DIRECTOR TO FORWARD THE PROPOSED SALE PRICE AND CONDITIONS THEREOF FOR APPROVAL BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO.

WHEREAS, the Urban Renewal Agency of the City of San Antonio offered for sale the following described property located in Urban Renewal Project I:

<u>NCB</u>	<u>PARCEL NO.</u>	<u>ACRES</u>	<u>SQUARE FEET</u>
13608	2	2.266	98,713.80

and,

WHEREAS, Public Advertisement of such sale was placed in the Commercial Recorder, a newspaper of general circulation in San Antonio, Bexar County, Texas, January 28, 1964; and,

WHEREAS, the bid documents in connection with said advertisement were on file with the office of the Urban Renewal Agency of the City of San Antonio, 418 South Laredo Street, setting forth the terms and conditions for said sale; and,

WHEREAS, after a bid period of 17 days as set forth in the documents mentioned above, bids were opened at 11 A.M. on the 13th day of February, 1964, by the Agency, and the only bid submitted was that of Arcadio Garza, Jr., on the entire area advertised; and,

WHEREAS, it is the opinion of the Board After considering the terms, conditions, and sales price set forth in said bid, that it is acceptable and the highest and best responsible bid for said property;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Urban Renewal Agency of the City of San Antonio that:

1. The attached bid of Arcadio Garza, Jr., in the sum of \$91,740.72 is hereby accepted.
2. It is the finding of this Agency that said bid is the highest and best responsible bid for the purchase of Parcel 2, NCB 13608.
3. The terms and conditions for the purchase of the property described in paragraph next above as submitted by Arcadio Garza, Jr., and as attached to this resolution, are hereby approved.
4. The minimum disposition price for parcel 2, NCB 13608 consisting of 91,713.80 square feet, or 2.266 acres, is hereby established at \$91,740.72.
5. It is understood that the purchase price set forth in the attached bid must be paid in cash, subject to the terms and conditions of the attached bid.
6. The executive Director is hereby authorized to forward this Agency's action for

the sale of said parcel to the City Council of the City of San Antonio for approval of the terms and conditions set forth herein.

PASSED AND APPROVED this 13th day of February, 1964.

APPROVED

/s/ R. A. Nelson
Chairman, Board of Commissioners
Urban Renewal Agency

ATTEST:

Executive Secretary
Rex. No. 344.

EXHIBIT "C"

CONTRACT FOR LAND DISPOSITION

STATE OF TEXAS

COUNTY OF BEXAR

This agreement is entered into this 13th day of February, 1964, between the Urban Renewal Agency of the City of San Antonio, hereinafter referred to as "Agency" and Arcadio Garza, Jr., hereinafter referred to as "Redeveloper" in words and figures as follows, to-wit: WITNESSETH:

I. Recitals

a. The agency, in compliance with the Texas Urban Renewal Law, has undertaken a program for the clearance and reconstruction of slum and blighted areas in the City of San Antonio, Texas, known as Central West Project I (hereinafter called "Project") approved and adopted by the City Council of the City of San Antonio in Ordinance No. 29278, passed and approved February 16, 1961.

b. A copy of said Urban Renewal Plan has been furnished Redeveloper and all terms and conditions thereof are incorporated herein by reference, as fully as if said Urban Renewal Plan were a part of this agreement.

c. Developer has offered, in compliance with competitive bidding procedures established by State law to purchase that part of the Project area described in Exhibit "A" attached hereto and made apart hereof, hereinafter called "the Property" and to redevelop the Property in accordance with the Urban Renewal Plan. Exhibit "A" sets out a full description of the Property and the redevelopment plans for said Property.

d. Redeveloper has desposed 5% of his bid price on the area described in Exhibit "A" hereof, said deposit being security for the performance of the obligations of the Redeveloper pursuant to this agreement, which deposit is to be retained by the Agency, without obligation to pay interest thereon, until completion of the Improvements as hereinafter defined, or to be applied on the final payment for the property, if at the time of said payment the Redeveloper shall have entered into a contract or contracts, satisfactory to the Agency, for the construction of such Improvements and shall have furnished the Agency a suitable faithful performance surety bond, satisfactory to the Agency, in a penal amount not less than 10% (Ten per cent) of the amount of the contract (or contracts) for the construction of the Improvements issued by a corporate surety company satisfactory to the Agency, with the Redeveloper as principal and the lender if any, and the Agency, as obligees. In addition, Redeveloper shall require any construction contractor engaged to complete any of the improvements set out herein to furnish a 100% performance bond with the construction contractor as principal and the Redeveloper and the Agency as obligees.

e. Agency and Redeveloper assert that the redevelopment of the property described herein according to intentions set forth are in the best interests of the city of San Antonio and the health, safety, morals and welfare of its residents and are in accord with the public purpose and provisions of Federal, State and local laws under which this project has been undertaken.

II. Terms of conveyance

a. Subject to all the terms, covenants, and conditions of this agreement, Agency will convey the Property to Redeveloper upon payment in full in cash by Redeveloper, which payment Redeveloper hereby agrees to make, of a purchase price in the amount of: Ninety-one Thousand Seven Hundred Forty & 72/100 DOLLARS (\$91,740.72).

b. Agency will convey title to the property of Redeveloper by general warranty deed (or Deeds). Such Conveyance and title shall be subject to all the terms and conditions set forth elsewhere in this agreement and in addition to:

1. Those easements and public areas shown in the Urban Renewal Plan as being reserved for streets, sewers, drains, water, gas, electric, telephone installations, and other public ways.
2. Building and use restrictions of the Urban Renewal Plan.
3. Subdivision, building and zoning laws.

C. Delivery Date(s)

Agency will deliver deed and possession of the Property to Redeveloper within

180 days after the date of this contract, subject, however, to the submittal by Redeveloper of satisfactory construction plans within 90 days after the date of this contract as provided herein. This period may be extended by Agency if more than one parcel is purchase by Redeveloper.

d. Conveyances will be made in the office of the Stewart Title Guaranty Company, Brady Building, San Antonio, Texas; and Redeveloper agrees to accept such conveyance and to pay Agency at the aforesaid time and place the purchase price in full in cash.

e. Agency shall furnish title to the property insured by the Stewart Title Guaranty Company and shall bear the cost of said title insurance policy.

f. Costs of Recordation

Redeveloper shall record deed and pay costs of recordation. The Redeveloper shall promptly cause the deed conveying title to any parcel from the Agency to be recorded in the office of the County Clerk of Bexar County, and shall pay the costs incident to such recordation, including the costs of Federal Documentary stamps.

g. General Real Estate Taxes

The Agency represents and warrants that, during the period when title to the property is held by the Agency, the property is exempt from all general real estate taxes, and that, as to any such general real estate taxes for a fiscal period of a taxing authority during which a parcel is conveyed to the Redeveloper by the Agency, the Redeveloper shall in no event, be obligated to pay any portion of any such general real estate taxes allocable to such portion of such fiscal period occurring prior to the date of such conveyance.

Redeveloper agrees to pay all city, county and school district taxes on the property commencing on the date title is transferred to said Redeveloper.

III. Preparation of Land for Redevelopment

a. The Agency shall, prior to conveyance of the Property and without expense to the Redeveloper, prepare the property for the purposes of redevelopment. Specified items of site preparation may be delayed or performed after conveyance if agreeable with Redeveloper and Agency. Any improvements left on property for convenience of Redeveloper shall be removed at the expense of Redeveloper. Any income or salvage received from such buildings or structures shall belong to the Agency.

b. In connection with the site preparation, Agency will complete or cause to be completed the following:

(1) The demolition and removal to grade of all existing buildings, structures, and obstructions on the Property, including the removal of any debris resulting from such demolition;

(2) The Removal of all paving including curbs and gutters, sidewalks, and utility lines, installations, facilities, and related equipment, within or on the Property which are to be eliminated or removed pursuant to the Urban Renewal Plan.

(3) Such filling and grading and leveling of the land (but not including top soil or landscaping) as shall be necessary to make it ready for construction of the improvements to be made thereon by the Redeveloper, it being intended that such filling, grading and leveling conform generally to the respective surface elevations set forth in the Urban Renewal Plan.

(4) The paving and improving by the Agency or by the City of such streets, gutters, curbs, street lighting systems, and sidewalks in public rights of way as provided by the Urban Renewal Plan.

(5) The installation by the Agency, City or its agencies of water, gas, electric, telephone or telegraph installations exclusive of building service lines as are to be installed or relocated pursuant to the Urban Renewal Plan.

(6) The vacating of present streets, alleys, and public rights of way and the dedication of new streets, alleys, and public rights of way; and the rezoning of such Project Area, all in accordance with the Urban Renewal Plan; provided that, upon request by the Agency, Redeveloper will join with the Agency in any petition or proceeding required for such vacations, dedications and rezoning, at no cost to Redeveloper.

IV. Construction of Improvements

1. Plans and specifications and all work by the Redeveloper with respect to the redevelopment of the Property and the construction of Improvements thereon shall be in conformity with the Urban Renewal Plan and this agreement, and all applicable state and local laws and regulations. As promptly as possible after execution of this agreement, and in any event no later than 90 days from the acceptance, and as a condition precedent to the obligation of the Agency to convey the Property to the Redeveloper, the Redeveloper shall submit to the Agency, for approval by the Agency, plans (herein called "The construction Plans") with respect to the Improvements to be constructed by the Redeveloper on the Property, in sufficient completeness and detail to show that such Improvements and the construction thereof will be in accordance with the provisions of the Urban Renewal Plan. The Agency shall, if such Construction Plans conform to the provisions of the Urban Renewal Plan, formally approved such Plans and no further filing by the Redeveloper or approval by the Agency thereon shall be required. Such plans shall, in any event, be deemed approved unless formal rejection thereof by the Agency, in full or in part, setting forth the reasons therefore, shall be made within 30 days after their submission to the Agency. If the Agency rejects the Construction Plans in whole or in part as not being in conformity with the Urban Renewal Plan, the Redeveloper shall submit new or corrected plans which are in conformity with the Urban Renewal Plan, within 20 days after written notification to it of the rejection, and the provisions of this section relating to approval, rejection, and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been finally approved by the Agency, provided, that in any event the Redeveloper shall submit satisfactory Construction Plans no later than 120 days after acceptance of his bid by Agency.

2. As promptly as possible after approval by the Agency of the Construction Plans, and, in any event, no later than 120 days after acceptance of his bid, and as a condition precedent to the obligation of the Agency to convey the Property to the Redeveloper, the Redeveloper shall submit to the Agency for approval by the Agency, evidence satisfactory to the Agency that the Redeveloper has the equity capital and commitments for mortgage financing necessary for the construction of the improvements. The Redeveloper shall promptly deliver to the Agency a complete copy of each and every building loan agreement, after it has been entered into, pertaining to the financing of the construction of the Improvements and any part thereof, certified by the Redeveloper to be a true and correct copy of the original thereof. Agency shall have the option of extending this period.

3. The Redeveloper agrees for itself, and its successors and assigns to or of the property or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon. Such construction shall begin within six (6) months from the date of the purchase and be completed within approximately twenty-four (24) months from such date unless more than one parcel is purchased, in which instance the provisions of Article IV, Paragraph 8 will apply. It is intended and agreed, and the Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Agency and enforceable by the Agency against the Redeveloper and its successors and assigns to or of the Property or any part thereof or any interest therein.

4. Subsequent to conveyance of the Property or any part thereof to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall make, in such detail as may reasonably be required by the Agency, a report in duplicate in writing to the Agency every six (6) months as to the actual progress of the Redeveloper with respect to such construction. During such period also, the work of the Redeveloper shall be subject to inspection by representatives of the Agency and the Federal Government.

5. Prior to delivery of possession of the Property to the Redeveloper, the Agency, shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement, and, subsequent to such delivery, the Redeveloper shall permit access to the property to the Agency, the United States of America, and the City whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the agreement, and the Contract for Loan and Capital Grant between the United States of America and the Agency, and the Cooperation Agreement between the Agency and the City. In neither case shall there be any compensation payable or charge made in any form by or to either party for any access.

6. Promptly after completion of the Improvements in accordance with the provisions of this Agreement, the Agency will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Agency shall be in the certification itself a conclusive determination of satisfaction and termination of the agreements and covenants of this Agreement and in the Deed with respect to the obligations of the Redeveloper, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof. Provided further, that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements or any part thereof.

7. In the event that the construction plans outlined herein are not finally approved by the Agency, then any rights of Redeveloper in this contract may be terminated by Agency and Agency shall retain the deposit made by Redeveloper as liquidated damages.

8. Flexibility of Date for Transfer of Title Where More than one Parcel Purchased. If Exhibit "A" describes more than one parcel of property, then Agency shall have the option of transferring title to individual parcels on a staggered basis. If all parcels of available "property" are purchased, then Agency may deliver title to portions thereof in segments of approximately one-third per year or as determined by the Agency. Where more than one parcel is purchased, Redeveloper shall be bound to pay the full purchase price in cash within 180 days from the date title is transferred by the Agency on individual parcels. If more than one parcel is purchased, Agency may extend the time for completion of improvements specified in Article IV, Paragraph 3 hereof.

V. Land uses

1. Redeveloper agrees for itself, its successors and assigns to or of the Property or any part thereof and the Deed shall contain covenants binding on Redeveloper, its successors or assigns to devote the Property only to the uses provided for said Property in the Urban Renewal Plan.

2. Redeveloper agrees, and the Deed shall provide, that the Redeveloper will comply with all Federal, State and Local laws and directives in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease, or occupancy of the property. This provision shall be made a covenant running with the land, and shall be binding upon the redeveloper and every successor in interest to the property, without limitations as to time.

3. All other covenants, restrictions and regulations enumerated herein and in the Urban Renewal Plan shall remain in full force and effect for a twenty-five year period commencing on the date title to the Property is transferred to Redeveloper.

4. In addition to the restriction hereinabove provided concerning land uses, it is intended and agreed by the parties hereto, that the Agency shall be deemed a beneficiary of all covenants and restrictions herein both for and in its own right and also for the purposes of protecting the interest of the community and other parties, public or private in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants shall run in favor of the Agency, for a twenty-five year period without regard to the Agency's ownership of any land or interest therein. Agency shall have the right in the event of any breach of any of the agreements or covenants herein, to exercise all available remedies, and to maintain any actions at law or in equity to enforce these agreements or covenants.

VI. Prohibition Against Land Speculation

1. Redeveloper agrees that the purchase of the Property will be used for the purpose of redevelopment of the Property in accordance with the Urban Renewal Plan and not for speculation in land holding.

2. Prior to the completion of construction of Improvements, except upon testate or intestate succession, there shall be no change totaling more than 10 per cent (10%) in the identity or proportionate interest of the original ownership of the Redeveloper Corporation by any means without the prior approval of the Agency. The Redeveloper and the officers signing on its behalf represent that it has the authority of all of its stockholders to agree to this provision on their behalf.

3. Prior to completion of the construction of the Improvements, except upon testate or intestate succession, there shall be no transfer, assignment, conveyance, or lease (or contract or agreement of same) of any portion of the Property, without the prior written approval of the Agency, and that any such transfer, assignment, conveyance, or lease (or contract or agreement for same) shall be made subject to all of the terms and provisions of this Agreement, and the Redeveloper shall also remain liable and shall not be released from his obligations under this agreement.

4. Redeveloper has agreed and attaches to this Agreement a faithful-performance surety bond as described in Paragraph 1 (d) hereof.

5. Redeveloper agrees to make Statements of Financial Responsibility and Statement for Public Disclosure required by the Agency on the forms provided by the Agency.

6. Redeveloper has not and will not, prior to the proper completion of the Improvements as certified by the Agency, make or create any total or partial sale, assignment or conveyance, nor lease or transfer in any respect any interest in or portion of the Property without the prior written approval of the Agency.

7. The Redeveloper may, however, sell any or all of the unimproved property without profit to Redeveloper subject to the approval of such purchaser by the Agency; provided, however, that such subsequent purchaser will be obligated to improve the property as provided in the Urban Renewal Plan and comply with the terms and conditions of, set forth in the Deed from the Agency to the Redeveloper herein.

8. Redeveloper after improving a portion of the Property, may with Agency approval sell same before completing the development of the entire property; provided, however, that such sale shall not relieve redeveloper from the obligations undertaken herein in the construction of Improvements.

VII. Mortgage Financing

1. Any purchaser, lessee, or subsequent purchaser from Redeveloper of all or any portion of the Property is expressly authorized to give said Property as security for loans for the purpose of financing the development of the property. Such purchasers and Lessees are expressly authorized to execute and deliver notes, deeds of trust with powers of sale, mortgages and any other instruments which may be required in connection with obtaining and securing the repayment of such loans, it being the intention of this section that purchasers, and lessee of such lands have the same rights, titles and incidents of ownership therein which are enjoyed by purchaser and lessees, within the objectives of the Urban Renewal Plan, as any other purchaser or lessee of land in Texas might be entitled to do, and that any subsequent owner or lessee of said land who might acquire title by virtue of a foreclosure of any lien given to secure such indebtedness or by conveyance or assignment in satisfaction of debt shall become the owner or lessee of said land subject only to the restrictive covenants with respect to the use and improvement of said land which might be set forth in the original conveyance from the Agency and subject in no manner to any condition precedent or condition subsequent which might result in reverter or forfeiture of title and without restraint as to the amount for which said property may thereafter be resold or leased.

VIII. Remedies

1. Unless otherwise provided, in the event of any default or breach of this agreement, the aggrieved party shall furnish written notice to the party in default. In the event that the default or breach shall not be cured or remedied within 20 days, the aggrieved party shall have the option to institute proceedings at law or in equity, to cure or remedy such default or breach.

2. In the event that the aggrieved party is the Agency, and:

- a. Such default or breach occurs prior to conveyance of the Property to the Redeveloper, then any rights of the Redeveloper in this Agreement may be terminated by the Agency, and the Agency shall retain the deposit as liquidated damages;
- b. Such default or breach occurs subsequent to conveyance of any of the property to the Redeveloper, and prior to completion of the Improvements, the Redeveloper, within 20 days of written notice by the Agency, shall reconvey the Property to the Agency by General Warranty Deed, without charge or expense to the Agency, and the land and any Improvements thereon, free and clear of all liens and encumbrances, except liens or encumbrances resulting from bona fide financing of the construction of the Improvements and from mechanics' or materialmen's liens resulting from such construction.

3. In the event that the Agency reacquires title to any of the Property, the Agency shall use reasonable efforts to dispose of the Property and any Improvements in accordance with the Plan. Upon resale, the Agency shall retain sufficient proceeds to cover expenditures, including liquidation of any liens created by the Agency in connection with the management and resale of the Property. The balance then remaining shall be paid to the Redeveloper only to the extent of the sums paid by the Redeveloper for the price of the Property and construction of the Improvements, deducting therefrom any gains and income which

the redeveloper has realized or may realize. Any balance remaining after such payment to the Redeveloper shall be retained by the Agency.

4. In the event that the aggrieved party is the Redeveloper and such default or breach occurs prior to conveyance of the Property to the Redeveloper, then this Agreement may be cancelled and terminated and in this event, the Redeveloper shall be entitled to a return of all payments on account of Price including the Deposit and neither the Agency nor the Redeveloper shall have any further rights against or liability to the other under this Agreement.

5. Delays

Should the construction work provided herein be delayed by any unusual damage, unavoidable accident, or by a condition of the weather, or by action of the elements, or by any injunction or court action or by delay caused by the Agency in delivering title to the Property, Redeveloper shall have no claim of damages on account of such delay, but shall be entitled to an extension of time equal to the time of such delay. No such allowance shall be made unless claimed in writing by Redeveloper within 7 days of the commencement of such delay and allowed by the Agency at the end of each term of such delay.

6. The exercise of any one right or remedy provided for in this agreement shall not preclude the exercise of any other rights or remedies provided for under this Agreement, or provided by law.

IX. Notices

1. Any notice or communication provided for under this Agreement shall be sufficient if made by registered mail:

- a. To the Redeveloper at 315 San Luis St., San Antonio, Texas
- b. To the Agency at 418 So. Laredo St., San Antonio, Texas.

X. Interest of Public Officials

1. No Public official or employee of the city (or board or commission thereof) and no commissioner or employee of the Agency, shall voluntarily acquire any interest, direct or indirect, in any urban renewal project or in any property included or planned to be included in any urban renewal project of such city or in any contract or proposed contract in connection with such urban renewal project. Where such acquisition is not voluntary, the interest acquired shall be immediately disclosed in writing to the City Council and such disclosure shall be entered upon the minutes of the City Council. Such Official or employee shall then within three (3) months after such involuntary acquisition, either resign his position, or divest himself of his interest in such urban renewal Project. If any such official, commissioner or employee shall own or control or shall have owned or controlled within the preceding two (2) years, any interest, direct or indirect, in any property which he knows is included or planned to be included in any urban renewal project, he shall immediately disclose this fact in writing to the City Council, and such disclosure shall be entered upon the minutes of the City Council, and any such official, commissioner or employee shall not participate in any action by the City (or board or commission thereof) or urban renewal agency affecting such property.

XI. Miscellaneous

1. Each and every reference to parties named in this Agreement shall also refer to and include all assigns, transferees, successors in interest and heirs, executors and administrators of such parties as if they were described in this Agreement.

2. All of the provisions, covenants, conditions and obligations of this Agreement shall be binding upon and shall extend to all of the successors, assigns, transferees, heirs, executors and administrators and any mortgagees to the extent of their right, title and interest in the Property, who may succeed to the interest of the Redeveloper of all or any part of the right, title, and interest of the parties to this Agreement, unless otherwise provided.

3. None of the provisions of this Agreement are intended to be nor shall be merged by reason of any Deed transferring title to the property from the Agency to Redeveloper or any successor in interest.

4. The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the Improvements in accordance with the provisions of this Agreement:

a. The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination Clause.

b. The redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

c. The Redeveloper will include the provisions of paragraphs (a) through (c) of this section in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of his contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be. For the purpose of including such provisions in any construction contract or subcontract, as required hereby, the term "Redeveloper" and the term "Agency" may be changed to reflect appropriately the name or designation of the parties to such contract or subcontract.

IN WITNESS HEREOF, this Agreement has been duly executed by Agency and Redeveloper in _____ originals this _____ day of _____.

URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO

BY: CHAIRMAN

SEAL

ATTEST: _____ Secretary

BY: Arcadio Gonzales, Jr. REDEVELOPER

ATTEST: -----

EXHIBIT "A"

(DESCRIPTION OF LAND TO BE PURCHASED AND IMPROVEMENTS TO BE ERECTED THEREON)

Land to be purchased: All in NCB 13608 Parcel No. 2 as follows:

- Item 1. The South 45,852.95 Square Feet at a Bid Price of \$.675 per square foot or \$30,950.74
Item 2. A tract 226.88 feet by 40 feet fronting on Urban Loop Street containing 9,075.20 square feet, and adjoining the above mentioned tract on the North - at a bid price of \$1.15 per square foot or \$10,436.48
Item 3. The North 43,785.65 Square Feet - a t a bid price of \$1.15 per square foot or \$50,353.50.

This is a bid on all of NCB 13608 Parcel No. 2 containing 98,713.80 square feet at a total bid price of \$91,740.72 - with the understanding the Items Nos. 1 and 2 above will be taken as soon as the Urban Renewal Agency can deliver the land - and the remaining land in Item No. 3 will be redeveloped within thirty (30) months after completion of the Redevelopment of my Bottling Plant which is covered in Items 1 & 2.

Proposed Architect: Frank M. Valdez

Description of Improvements Proposed:

Size of Bldg: 15,000 Sq. Ft.
Use: Soda Water Bottling Plant
Design: To provide commercial building that shall be a credit to the Area.

Structure: Permanent concrete construction on slab floor, walls and columns. Roof shall be structural steel. No sheet metal shall be used. Front and rear walls shall be trimmed in rock native to Bexar County. Ample off-street parking shall be provided for customers, truck loading and unloading and employees.

Bldg. Set-backs: 30' minimum set-back.

Landscaping: Minimum of \$3,000. shall be spent on landscaping Detailed plan of landscaping shall be submitted for approval by Urban Renewal Agency.

Signs: Detailed sketch of signs shall be submitted to the Urban Renewal Agency.

AN ORDINANCE 32128

AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE ONE BACKHOE AND BUCKET FROM THE CITY WATER BOARD AND AUTHORIZING THE TRANSFER OF THE SUM OF \$4,125.00 FROM PUBLIC IMPROVEMENT ACCOUNT #30-01-01 TO SPECIAL PROJECT ACCOUNT 09-21-01 HEAVY EQUIPMENT AND AUTHORIZING THE PAYMENT OF THE SUM OF \$4,125.00 TO THE CITY WATER BOARD FOR THE PURCHASE OF BACKHOE AND BUCKET OUT OF ACCOUNT 09-21-01, CODE 5-20.

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

1. THAT the Director of Finance be authorized to purchase one (1) P & H, Model 55ATC, rubber mounted combination backhoe with 3/8 yard bucket including a twenty-six (26) foot crane boom complete with tackle and cables and as referred to in the minutes of "Meeting of the Water Works Board of Trustees" February 11, 1964, Miscellaneous F-2, for a total of \$4,125.00.

2. Authorization is hereby made to transfer the sum of \$4,125.00 from Public Improvement Account 30-01-01 to Special Project Account 09-21-01, Heavy Equipment and authorized the payment of the sum of \$4,125.00 to the City Water Board for the purchase of said P & H, Model 55ATC rubber mounted combination backhoe and bucket out of Account 09-21-01, Code 5-20.

3. PASSED AND APPROVED this 20th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32129

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF JESS McNEEL MACHINERY CORPORATION TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH FOUR FRONT END LOADERS FOR A TOTAL OF \$39,152.00.

* * * * *

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

1. The attached low qualified bid of Jess McNeel Machinery Corporation dated January 16, 1964 to furnish the City of San Antonio various departments with four front end loaders for a net total of \$39,152.00 is hereby accepted.

2. Payment to be made as follows:

Account No. 09-04-02	Code 5-20	Fund 1-01	\$19,576.00
Account No. 09-04-02	Code 5-20	Fund 1-01	9,788.00
Account No. 12-02-01	Code 5-20	Fund 8-01	9,788.00
	07-11(069)		<u> </u>
			\$39,152.00

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 20th day of February , 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32130

APPROPRIATING THE SUM OF \$15,582.20 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. 90 WEST PROJECT: KELLY ACCESS ROAD PROJECT, AND ACCEPTING ONE DEDICATION FOR HOLMGREEN ROAD SANITARY SEWER PROJECT.

* * * * *

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

1. The sum of \$13,165.00 is hereby appropriated out of Highway 90 West Expressway Bonds 1961, #479-16 for acquisition of right of way as follows:

a. \$2,750.00 payable to Stewart Title Company as escrow agent for John A. Lewis for title to 0.3435 of one acre of land, more or less, in New City Block 8593, being Parcel 374-4674.

b. \$2,840.00 payable to Stewart Title Company as escrow agent for Joe M. Valdespino and Gloria F. Valdespino for title to 0.2085 of an acre of land, more or less, of Lot 23, Block 1, New City Block 8593, being Parcel 382-4682, and 0.2069 of one acre of land, more or less, in New City Block 11371, being Parcel 411-4711.

c. \$1,200.00 payable to Stewart Title Company as escrow agent for John A. Lewis for title to 0.1016 of one acre of land, more or less, in New City Block 8594, being Parcel 391-4691.

d. \$2,325.00 payable to Stewart Title Company as escrow agent for Joe M. Valdespino and Gloria F. Valdespino for title to 0.1919 of an acre of land, more or less, same being the East 199 feet of South 42 feet of Lot 9, Block 8, New City Block 8084, being Parcel 403-4703.

e. \$900.00 payable to Stewart Title Company as escrow agent for Everett E. Taylor and Agatha Taylor for title to Lot 16, Block 4, New City Block 11,322, being Parcel 530-4830.

f. \$2,055.00 payable to Stewart Title Company as escrow agent for Anacleto Salinas and Justino Salinas for title to 0.0551 of an acre of land, more or less, in New City Block 8070, being Parcel 585-4885.

g. \$145.00 payable to Stewart Title Company as escrow agent for Jose Martinez for title to 0.0059 of one acre of land, more or less, in New City Block 8075, being Parcel 609-4909.

h. \$950.00 payable to Stewart Title Company as escrow agent for Al Terp for title to Lot 1, Block 2, New City Block 11320, being Parcel 643-4943.

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

2. The sum of \$2,417.20 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way for Kelly Access Road Project, Payable to Guardian Abstract & Title Company as escrow agent for Bexar Metropolitan Water District for title to a 67.50 ft. strip of land out of Tract B, NCB 6777 and Tract C, NCB 6778. Parcel 5599B. A copy of the Sales Agreement on the aforementioned parcel is filed herewith and incorporated herein by reference.

3. An easement Dedication to a 10.00 foot sanitary sewer easement out of the Willenbrock Estate being part of Lot "K", NCB 12885, granted by Raymond Willenbrock is hereby accepted. A copy of said Dedication is filed herewith and incorporated herein by reference.

PASSED AND APPROVED this 27th day of February, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

SALES AGREEMENT

Parcel: 5599B
Project: Kelly Access Rd.
Title Co.: Guardian

STATE OF TEXAS

COUNTY OF BEXAR

That BEXAR METROPOLITAN WATER DISTRICT as seller, for and in consideration of the agreed purchase price of (\$2,417.20) DOLLARS, and upon the terms and conditions hereof, contract to grant, sell and convey by general warranty deed to the City 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: (67.50 ft. strip of land out of Tract B, NCB 6777 and Tract C, NCB 6778, Western Heights Acres, San Antonio, Bexar County, Texas, being more particularly described as follows:

BEGINNING at the southeast corner of Lot C, NCB 6778, said point being the intersection of the North line of THOMPSON PLACE WITH the northwest line of the Southern Pacific Railroad right-of-way.

THENCE; N 83° 30' 38" W, along the northline of Thompson Place and south line of Lot C, NCB 6778, a distance of 77.93 feet to a point, for a corner of this tract,

THENCE; N. 36° 28' 22" E, along a line 67.50 ft. northwest of and parallel to the northeast line of Lot C, NCB 6778 and Lot B, NCB 6777 and northwest line of the Southern Pacific Railroad right-of-way, a distance of 792.30 ft. to a point on the southwest right-of-way line of the proposed location of W. Kirk Place, for a corner of this tract,

THENCE; S 59° 59' 47", along said proposed southwest right-of-way line of said proposed location of W. Kirk Place, a distance of 67.93 ft. to a point, a said point being on the northwest line of the Southern Pacific Railroad right-of-way and on the south line of the new W. Kirk Place right-of-way,

THENCE; S 36° 28' 22", along the northwest line of the Southern Pacific Railroad Right-of-way and northeast line of Lots B, NCB 6777 and Lot C, Ncb 6778, a distance of 761.00 ft. to the Point of beginning, and containing 1,203 acres of land.

(A 4 ft. cyclone fence with a 12 foot double gate will be constructed along the most northerly line of the herein described tract of land by Southern Pacific Company as per agreement by and between Southern Pacific and City of San Antonio at nor cost to Bexar Metropolitan Water District).

This fence is to be installed within the period of one year. 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 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:

GUARDIAN 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 5 days after the date of the delivery of such deed.

The agreed purchase price is payable \$2,417.20, 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 5 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.

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 17th day of February, A.D., 1964.

Bexar Metropolitan Water
District

BY: /s/ Loran W. Hill
President

ATTEST: /s/ Cecil M. Dawson
Secretary

Parcel : E-581

Project: Holmgreen Road
Sanitary Sewer

EASEMENT - Dedication
(Permanent & Temporary)

State of Texas

County of Bexar

KNOW ALL MEN BY THESE PRESENTS:

That I, RAYMOND WILLENBROCK, occupying and claiming other property as my Homestead, 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:

A 10.00 foot Sanitary Sewer Easement out of the Willenbrock Estate, being part of Lot "K", New City Block 12885, San Antonio, Bexar County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at a point on the west line of Lot "K", N.C.B. 12885, said point being the centerline of Holmgreen Road and is also located on the west line of the Willenbrock Estate.

THENCE; N 0° 37' W, along the west line of the Willenbrock Estate and west line of Lot k, a distance of 5.00 feet to a point, for the northwest corner of this easement.

THENCE; N 89° 05' E, along a line, 5.00 feet north of and parallel to the extension of the centerline of Holmgreen Road, a distance of 170.27 feet to a point on the east line of said Lot "K", for the northeast corner of this easement, said point being on the west line of Diane Drive.

THENCE; South, along the west line of Diane Drive and east line of Lot "K", a distance of 10.00 feet to a point, for the southeast corner of this easement.

THENCE; S 89° 05' W, along a line 5.00 feet south of and parallel to the extension of the centerline of Holmgreen Road, a distance of 170.23 feet to a point on the west line of Lot "K" and west line of the Willenbrock Estate, for the southwest corner of this easement.

THENCE; N 0° 06' E, along the west line of Lot "K" and west line of the Willenbrock Estate, a distance of 5.00 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, 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 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 grantor 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 15.00 foot Temporary Construction easement out of the Willenbrock Estate, being part of lot "K", New City Block 12885, San Antonio, Bexar County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at a point on the west line of the Willenbrock Estate and west line of Lot "K", N.C.B. 12885, said point being S 0° 06' W, a distance of 5.00 feet from the centerline of Holmgreen Road.

THENCE; N 89° 05' E, along a line 5.00 feet south of and parallel to the extension of the centerline of Holmgreen Road, a distance of 170.23 feet to a point on the west line of Diane Drive, said point being on the east line of said Lot k, for the northeast corner of this easement.

THENCE; South, along the west line of Diane Drive and east line of Lot "K", a distance of 15.00 feet to a point, for the southeast corner of this easement.

THENCE; S 89° 05' W, along a line 2.00 feet south of and parallel to the extension of the centerline of Holmgreen Road, a distance of 170.25 feet to a point on the west line of the point on the west line of thw Willenbrock Estate and west line of said lot "K", for the southwest corner of this easement.

THENCE; in a northerly direction along the west line of Lot "K" and the west line of the Willenbrock Estate, a distance of 15.00 feet to the point of beginning.

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 I do hereby bind myself, my 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 my hand, this 12th day of February, A.D., 1964.

/s/ Raymond Willenbrock

AN ORDINANCE 32131

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U. S. 90 WEST EXPRESSWAY PROJECT; STORM DRAINAGE NO. 58 PROJECT; LEON CREEK SEWER OUTFALL LINE PROJECT; FRESNO AND OLMOS PAVING PROJECT; MUNICIPAL RUNWAY EXTENSION PROGRAM PROJECT; HOLMGREEN ROAD SANITARY SEWER PROJECT AND N. E. INDUSTRIAL SANITARY SEWER PROJECT AND N. E. INDUSTRIAL SANITARY SITE 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, Bonds 1961, Fund No. 479-16, Highway 90 West Expressway Project, in payment for statements attached hereto:

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

for recording fee on Parcel No. 369-4669.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texasfor the sum of \$ 2.95

for recording fee on Parcel No. 373-4673.

STEWART TITLE COMPANY
514-21 Brady Buidling
San Antonio, Texasfor the sum of \$ 1.30

for recording fee on Parcel No. 376-4676.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texasfor the sum of \$ 2.55

for recording fee on Parcel No. 379-4679.

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

for recording fee on Parcel No. 381-4681.

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

for recording fee on Parcel No. 384-4684.

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

for recording fee on Parcel No. 385-4685.

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

for recording fee on Parcel No. 386-4686.

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

for recording fee on Parcel No. 389-4689.

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

for recording fee on Parcel No. 397-4697.

STEWART TITLE COMPANY
 514-21 Brady Building
 San Antonio, Texas for the sum of \$ 5.05

for recording fees on Parcel 399-4699 and 400-4700.

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

for recording fee on Parcel No. 412-4712.

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

for recording fee on Parcel No. 477-4777.

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

for recording fee on Parcel No. 479-B-4779.

2. The following sum is hereby appropriated out of Storm Sewer and Drainage Bonds, Series 1957, Fund No. 479-13, Storm Drainage #58 Project, in payment for statement attached hereto:

JEFFY B. FURBER, Clerk
 Blanco County Court House
 Johnson City, Texas for the sum of \$ 4.00

for Certified Copy of Will on Parcel No. 5366.

3. The following sums are hereby appropriated out of Sewer Revenue Fund No. 204-02, Leon Creek Sewer Outfall Line Project, in payment for statements attached hereto:

FRANK T. DROUGHT
 P. O. Box 12389
 San Antonio, Texas for the sum of \$500.00
 for professional Services & witness on Parcels
 E-562, E-552, E-568, E-545, E-547 and E-554.

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

for cancellation fee on Parcel No. E-569.

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

JAMES W. KNIGHT, Clerk, County Civil Court at Law
 Bexar County Court House
 San Antonio, Texas for the sum of

for bill of costs on Parcel No. 5635.

GUARANTY TITLE COMPANY
 Suite 200 - Milam Building
 San Antonio, Texas for the sum of \$ 51.50

for title company charges on Parcel No. 5635.

5. The following sum is hereby appropriated out of International Airport Construction Bonds, Fund No. 803-02, Federal Airport Aid Project No. 9-41-080-5709, Municipal Airport Runway Extension Program Project, in payment for statement attached hereto:

H. H. C. EXHIBITS
919 Mt. Rainier Dr.
San Antonio, Texas for the sum of \$ 45.00

for three oblique photographs on Parcel 2567.

6. The following sums are hereby appropriated out of Sewer Revenue Fund No. 204-02, Holmgreen Road Sanitary Sewer Project, in payment for statements attached hereto:

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas for the sum of \$ 12.00

for title report on Parcel No. E-581.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas for the sum of \$ 12.00

for title report on Parcel E-582A and B.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas for the sum of \$ 12.00

for title report on Parcel E-583.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas for the sum of \$ 12.00

for title report on Parcel E-584.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas for the sum of \$ 12.00

for title report on Parcel No. E-585.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas for the sum of \$ 12.00

for title report on Parcel E-586.

7. The following sums are hereby appropriated out of Sewer Revenue Fund No. 204-02, N. E. Industrial Sanitary Sewer Site Project, in payment for statements attached hereto:

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas for the sum of \$ 12.00

for title report on Parcel E-576A.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas for the sum of \$ 12.00

for title report On Parcel E-576B.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas for the sum of \$ 12.00

for title report on Parcel E-576C.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas for the sum of \$ 12.00

for title report on Parcel E-577.

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texas for the sum of \$ 12.00

for title report on Parcel E-578.

8. PASSED AND APPROVED on this 27th day of February, A. D., 1964.

John Gatti
MAYOR-
PRO-TEM

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32132

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF W. H. STEWART, INC. TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH CERTAIN SEWER CLEANING EQUIPMENT FOR A TOTAL OF \$4,210.00.

* * * * *

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

1. The attached low qualified bid of W. H. Stewart, Inc. dated January 16, 1964 to furnish the City of San Antonio, Department of Public Works, Sewer Division with certain sewer cleaning equipment for \$4,210.00, less 5% - 30 days, net \$3,999.50 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-02-01.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 27th day of February, 1964.

John Gatti
MAYOR -
PRO - TEM

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32133

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GOLDTHWAITE'S OF TEXAS, Inc. TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN P. V. C. PIPE FOR A NET TOTAL OF \$1,363.65.

* * * * *

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

1. The attached low qualified bid of Goldthwaite's of Texas, Inc., dated January 31, 1964 to furnish the City of San Antonio, Department of Parks and Recreation with certain P. V. C. pipe for a net total of \$1,363.65 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-07-01.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 27th day of February, 1964.

John Gatti
MAYOR -
PRO - TEM

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32134

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ABC MULTIGRAPHING SHOP FOR THE PRINTING OF ECONOMIC BASE STUDY FOR THE CITY OF SAN ANTONIO PLANNING DEPARTMENT FOR A NET TOTAL OF \$1,588.69.

* * * * *

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

1. The attached low qualified bid of ABC Multigraphing Shop, dated January 24, 1964 for the printing of 500 copies of "Economic Base Study" for the City of San Antonio, Planning Department for a net total of \$1,588.69 is hereby accepted.
2. Payment to be made from General Fund, Account No. 50-19-01, Object Code 270.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 27th day of February, 1964.

JOHN GATTI
MAYOR -
PRO - TEM

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32135

MAKING IT UNLAWFUL FOR ANY PERSON TO MISTREAT, INJURE, KILL OR MOLEST ANY POLICE DOG OR TO INTERFERE WITH FUNCTIONS OF SUCH POLICE DOG, AND PROVIDING FOR A FINE NOT TO EXCEED \$200.00 FOR VIOLATION OF THIS ORDINANCE.

* * * * *

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

SECTION 1. It shall be unlawful for any person to willfully or maliciously torture, torment, beat, kick, strike, mutilate, injure, disable or kill any dog used by the Police Department of the City of San Antonio, in the performance of the functions or duties of such department or to interfere with or meddle with any such dog while being used by said department or any officer or member.

SECTION 2. any person violating the vp provisions of this ordinance shall be deemed guilty of a misdemeanor and shall upon conviction be punished by a fine not exceeding \$200.00.

PASSED AND APPROVED this 27th day of February, 1964.

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

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32136

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO, AND SIMPSON, NG, PRATT & ASSOCIATES FOR PROFESSIONAL SERVICES ON CERTAIN STORM DRAINAGE IMPROVEMENTS.

* * * * *

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

SECTION 1.

This ordinance makes and manifests a contract between the City of San Antonio, a municipal Corporation in the State of Texas, hereinafter termed "City" and SIMPSON, NG, PRATT & ASSOCIATES, a private corporation, chartered under the State laws of Texas, acting by and through its designated officers pursuant to its by-laws or a resolution of its Board of Directors, hereinafter termed "Consultant", said agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Consultant pursuant to its by-laws or a resolution of its Board of Directors for engineering and/or architectural services hereinafter set forth in connection with the following designated project for the City of San Antonio;

STORM DRAINAGE PROJECT 69-B - Brighton Outfall, from intersection of centennial and Zarzamora to Brighton, thence along Brighton to I. H. 35.

- I. This contract between the City and the Consultant provides that the Consultant shall furnish the following in the development of the above described project.
- II. The Consultant shall not commence work on this proposed project until he has received written notification from the City. He shall render the following professional services necessary for the development of the project to final completion of the plans and specifications, including any special and general conditions and instructions to bidders as acceptable to the Director of Public Works and The Director of any other Department interested in the improvements.
 - A. The Consultant shall perform his obligations under this contract in three (3) phases, namely, (1) the preliminary phase, (2) the design phase, and (3) the construction phase.
 1. Preliminary Phase: The Consultant Shall
 - A. Attend preliminary conferences with City officials regarding the proposed project, its general design and functions.
 - b. Prepare a preliminary study and report of the proposed project in sufficient detail to indicate clearly the problems involved including locations of all existing or proposed utilities within the project site or right-of-way and provide alternate solutions which may be available to the City; furnish preliminary sketches, layouts, proposed location maps showing existing boundaries or right-of-way lines and possible encroachments on City Property, and where required, additional right-of-way needs; furnish a cost estimate construction on the preliminary study of the proposed construction (excluding land costs). The report shall include the Consultant's specific recommendations regarding the feasibility of the project as shown in the preliminary documents.
 - c. Furnish the City with Five (5) copies of the preliminary phase documents including any and all of those mentioned immediately above. Furnish also an estimate of the time that will be required to complete the plans and specifications for advertising for the construction of the project.
 2. * * * * * OMITTED
 3. Design Phase: The Consultant shall
 - a. Perform all field surveys, and where necessary, site topography required to collect information needed in the design of the project, establishing or locating at least two Bench Marks set to U. S. Coast and Geodetic Survey Datum.
 - (1) He shall plan and supervise such surveys as foundation investigations,

soil borings, and other tests required for design of the project when specifically authorized by the Director of Public Works as set forth hereinafter.

- b. Furnish when necessary all data required by the City for the development of any applications or supporting documents for State or Federal Government permits, grants, or planning advances.
 - c. Prepare detailed contract drawings, specifications, instructions to bidders, general provisions, wage rates, all based on guides furnished the Consultant by the City after authorization has been received from the Director of Public Works to proceed with the final plans. These designs shall combine in all respects the application of sound engineering and/or architectural principles with a high degree of economy and, if required, be submitted to the applicable State and/or Federal Agency from which approval must be obtained. Design standards, if available for similar structures within the general geographical area of the City, shall be utilized when economy in construction can be obtained without reducing the quality of work or structural strength of any portion of the project. Design standards of other agencies, when approved by the City, shall be used when so directed by the Director of Public Works.
 - (1) Detailed Specifications shall be developed using City of San Antonio or Texas Highway Department Standards where such standards are available and applicable.
 - (2) A specimen copy of standard general provisions, instructions to bidders, and applicable prevailing wage rates will be furnished to Consultant by the City for incorporation in the specifications for the proposed project.
 - d. Prior to the actual printing and delivering of the final plans and specifications, an advance copy of them shall be submitted to the Engineering Division of the Public Works Department for approval or corrections that may be deemed necessary. When such approval has been obtained of this advance copy, then the Consultant shall be directed to proceed with the final development of these plans and specifications, furnishing the City with ten (10) sets. Should additional sets over and above the ten sets be required for distribution to interested bidders or suppliers of materials or equipment, then the Consultant shall be paid for that number in excess of the ten on a price mutually agreed to by the Consultant and the City.
 - e. The final plans shall be so prepared that corrections and/or additions may be made as the construction work progresses and the Consultant shall furnish upon completion of the project by the construction contractor one set of reproducible prints showing all items of work as actually installed in the project, or as is commonly referred to as "as-built" plans.
 - f. The Consultant or his representative shall attend the formal opening of bids by the City Clerk and shall tabulate and furnish a reproducible and five copies of the bid tabulation together with his recommendation regarding the award of the contract.
 - g. The Consultant shall furnish plans based on the appropriate requirements as attached hereto and made a part hereof for (1) Sanitary Sewer Projects, (2) Street Projects, or (3) other specific types of projects when this contract provides for the development of plans and specifications for these types of projects. Appendix No. two (2) when attached hereto sets forth the appropriate requirements.
4. Construction Phase: The Consultant shall
- a. Perform the necessary services in connection with the construction layout on the ground for the project. This shall consist of construction stakes, cut sheets, etc. This service shall be performed upon request of the City and not before, and will normally be done or commenced prior to the actual initiation of construction work by the successful construction contractor.
 - b. Attend a Preconstruction Conference with the Director of the interested city Department.
 - c. Perform general supervision and administration of the authorized construction (as distinguished from continuous resident field inspection) including periodic visits of the Consultant or a competent representative of the Consultant to the site of the construction. In the administration of the project, the Consultant shall endeavor to protect the city against defects and deficiencies in the work of the contractor.
 - d. Consult and advise with the City during construction. Submit to the City periodic reports on progress of construction when such reports are requested by the City.
 - e. Upon written request by the City, furnish the services of a resident representative of the Consultant who may be a resident engineer, resident architect, or inspector, at a salary agreeable to the City for continuous on-site inspection of the construction and the performance of the construction layout surveys. Such resident representative shall be responsible for the 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 twenty-five percent (25%) of such cost. Transportation, if authorized, will be furnished at ten cents (10¢) per mile, not exceed twenty-five

dollars (\$25.00) per month.

- f. Check shop ow working drawings furnished by the construction contractor.
- g. Review all laboratory, shop, and mill tests of materials and equipment for compliance with specifications.
- h. Prepare monthly and final estimates for payments to construction contractor and furnish the City any necessary certifications as to payments to subcontractors and suppliers.
- i. Review construction contractor's payrolls to determine compliance with the prevailing wage rates.
- j. Supervise initial operation of the project and supervise the necessary performance tests required by the specifications of any machinery or equipment installed in and made a part of the project.
- k. Perform in company with City representatives an inspection of the work as finally in place and proposed to be completed by the construction contractor for Conditional Approval and Final Acceptance by the City.
- l. Revise the contract drawings or plans to show the work as actually constructed for the furnishing of the "as-built" reproducible drawings heretofore mentioned. Final payment to the consultant will be withheld until such final corrected drawings or plans and specifications are furnished to the city.
- m. Obtain from the construction contractor and deliver to the city, Department of Public Works, all manufacturers' warranties or bonds on materials and equipment incorporated in the project for which such warranties or bonds were requested by the specifications.

III. Period of Service

- A. Unless a specific date is agreed upon for services called for herein, the preliminary phase of this agreement shall be completed as expeditiously as possible after notification has been received as set forth in the first paragraph of Section II of this agreement.
- B. Upon approval and acceptance of the preliminary study, plans and reports by the City, the Consultant shall proceed as directed by the Director of Public Works with performance of the services required by Section II-A-3, "Design Phase". All corrections, modifications, alterations, or additions requested by the City as a result of its examination of the preliminary phase shall be incorporated in the Design Phase of the project. Unless otherwise directed by the City, the Consultant shall develop the design Phase with due diligence and as promptly as commensurate with the extent and type of project involved, or as ordered by the Director of Public Works.
- C. In the event a specific date is desired by the City for completion of either the preliminary phase, the design phase or both, such date shall be set forth herein after consultation with the Consultant and the Consultant shall consider such date of prime responsibility in the presecution of the entire agreement.
None.
- D. This agreement shall remain in force for a period which may reasonably be required for the design, award of contract, and construction of the project including any extra work and any required extensions thereto.

IV. Coordination With City

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

V. Fee Schedule

For and in consideration of the services to be rendered by the Consultant in the agreement, the City shall pay the Consultant shall receive the fee as set forth in attachment hereto which is made a part hereof and identified as Appendix "A", FEE Schedule - ENGINEERING TYPE PROJECTS.

VI. Revisions to Drawings and Specifications

The Consultant will make without expense to the City such revisions of the preliminary drawings, reports or other documents as may be required to meet the needs of the City, but after the plans and specifications and other documents required by the design phase have been accepted and approved by the City, any revisions, additions, or other modifications made at the City's request which involves extra services and expenses at a mutually agreed to price set in extra services and expenses at a mutual agreement is concluded, then the extra expense and services shall be paid to the consultant at a salary cost plus one hundred percent (100%) plus reimbursement for other direct costs.

VII. Ownership of Documents

All documents including the original drawings, estimates, specifications, field notes and data, will remain the property of the Consultant as instruments of service. However, it is to be understood that 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. This in no way excuses the Consultant from furnishing the City with plans corrected to the actual project as constructed and heretofore referred to as "as-built" plans.

VIII. Termination

The City may terminate this agreement at any time by a notice in writing to the Consultant upon determination by the Director of Public Works that any provisions have not been complied with. Upon receipt of such notice, the Consultant 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 Consultant shall submit a statement, showing in detail the services performed under this agreement to the date of termination. The City shall then pay the Consultant 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.

IX. Consultant's Warranty

The Consultant warrants that he has not employed or retained any company/^{or} person other than a bona fide employee working solely for the Consultant, to solicit or secure contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any 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.

X. Claims Against the City

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

XI. Compliance with Laws and Ordinances

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

XIII. Assignment or Transfer of Interests

Consultant shall not assign or transfer his interests 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.

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

SECTION 2.

PASSED AND APPROVED this 27th day of February, 1964., A. D.

JOHN GATTI
MAYOR -
P R O - T E M

ATTEST: J. H. Inselmann
City Clerk

APPROVED AS TO FORM: /s/ Sam S. Wolf.
City Attorney

SECTION 3.

SIGNED AND ACCEPTED as the contract between the City of San Antonio and SIMPSON, NG, PRATT & ASSOCIATES, this 27th day of February, 1964, A.D.

SIMPSON, NG, PRATT & ASSOCIATES
By: /s/ Kung M. Ng
Vice President (Title)

attest:
Secretary

APPENDIX "A"

FEE SCHEDULE - ENGINEERING TYPE PROJECT

Payment for services as described in this Agreement shall be made to the Consultant as determined by the following schedule:

Cost of Construction		Basic Minimum Fee in Percent		
		Classification		
		A	B	Alteration Work
Less than	\$ 25,000	12.00	10.00	15.00
\$ 25,001	50,000	10.00	8.50	12.00
50,001	100,000	9.50	7.50	11.00
100,001	250,000	8.50	6.75	10.00
250,001	500,000	7.00	6.00	9.00
500,001	750,000	6.50	5.50	
750,001	1,000,000	6.00	5.25	
1,000,001	10,000,000	5.65	5.00	
Over	10,000,000	5.00	4.50	

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

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

PHASE	PERCENTAGE OF TOTAL FEE			
	A	B	C	D
Preliminary Phase	25	15	10	
Design Phase	45	50	55	
Construction Phase	30	35	35	

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

A. Method of Payment

Payment shall be made to the Consultant based upon the several phases as described heretofore and in accordance with the following:

1. Preliminary Phase - the total amount due the Consultant under the appropriate column of the Preliminary Phase shall be payable after approval and acceptance of this phase by the City.
2. Design Phase - The Total amount due the Consultant under the appropriate column under the Design Phase shall be payable after approval and acceptance of this phase by the City.
3. Construction Phase - Payment will be made in monthly installments for this phase in accordance with the appropriate column above in proportion to the construction work completed by the construction contractor; however, if construction project awarded for less than \$1,000,000.00, ten percent (10%) of the total fee due in the Construction Phase will be retained and paid within thirty (30) days after acceptance of the completed project; if construction project awarded is for \$1,000,000.00 or more, the retainage will be five percent (5%) of the total fee due in the Construction Phase.
4. It is to be understood that although fee amount paid the Consultant as that portion of his fee due for the Preliminary Phase and Design phase may be based upon his estimate of the cost of the construction project, this fee will be adjusted to conform to the fee due the consultant based upon the actual award of the construction contract and its total amount. Any additions, modifications, or alterations made to the construction project after its award will be considered in the total cost of the project and the Consultant shall be paid based upon this actual total cost of the project, and any adjustments necessary in partial payment of his total fee will be corrected to agree with the final cost of the project.
5. Should the City elect to modify or delete portions or segments of this projects after award of the construction contract has been made, then appropriate adjustment will be made based upon the revised construction contract cost. However, the Consultant shall be paid for the Preliminary and Design Phase for these segment or portion deleted from the project on the basis of the lowest bid received on this segment or portion of the construction project whether or not the contractor submitting the low bid was awarded the contract.
6. Should the Consultant develop the Preliminary Phase and Design Phase of the project and the City elects to abandon or cancel the project for any reason, the Consultant shall be paid for the proportionate part of the preliminary and Design Phase completed by the Consultant based upon the estimated construction cost of the project as approved by the City. This payment shall constitute full and final payment to the Consultant for the work performed by him in development of these phases of the proposed project as described heretofore. Otherwise payment shall be made as stated above.

7. If the Consultant develops all or any portion of the Design Phase and the City elects to modify the project, then the Consultant shall be paid for that portion of the Design Phase only previously approved which has been completed by the consultant at a mutually agreed amount. The new Design Phase based on the modification shall then be performed in accordance with the fee provided under "Fee Schedule" and the percentage allocations as set forth in this Appendix.

B. Services Not included in Above Fee

The fees as described above for the Preliminary, Design and Construction Phases of the project shall provide compensation to the Consultant 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 being paid by the city to the Consultant for their performance when authorized in writing by the Director of Public Works are set forth as follows:

SERVICE

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

APPENDIX (2)

STREET PROJECTS -

On Street Projects, Consultant 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 curb end, each 50 foot station, each end of each curb return and at the PC, PI & Pt of each vertical curve.
 Give the gradient of each grade tangent and the station, length and external of each vertical curve.
 Show the flow line elevations of each drainage structure, the flowline elevation of each storm sewer at each point of change of gradient and at each end and the intervening gradients.

Show existing and proposed centerline of each drainage ditch and give flowline grade for each end and each 50 foot station. Show proposed transition grades for side streets.

TITLE SHEET

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

TYPICAL SECTIONS, CONSTRUCTION DETAILS AND ESTIMATED QUANTITIES

The typical Street Sections should show the proposed pavement width, type, thickness, and crown.

The typical crown should be one quarter inch per foot slope from centerline to gutter.

The typical sections should also show the curb or curb and gutter type and exposure, the proposed sidewalk dimensions and location in relation to property lines.

Typical sections of drainage ditches should show bottom width and side slopes.

Show construction details including dimensions and reinforcing of drainage structures.

The tabulation of estimated quantities should show the quantity for each item of construction for each street.

CROSS SECTIONS

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

STAKE-OUT (Specific requirements on street projects only)

Stake curb at ends, 50 foot stations, PC and Pt of curves and each end of each return. Curb stakes are to be offset four (4) feet, except when otherwise directed, from face of each curb as approved by 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.

AN ORDINANCE 32137

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND W. H. MULLINS, CONSULTING ENGINEER, FOR PROFESSIONAL SERVICES ON CERTAIN STORM DRAINAGE IMPROVEMENTS.

* * * * *

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

SECTION 1.

This ordinance makes and manifests a contract between the City of San Antonio, a Municipal Corporation in the State of Texas, hereinafter termed "City" and W. H. Mullins, an individual Consulting Engineer, hereinafter termed "Consultant", said agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Consultant for engineering and/or architectural services hereinafter set forth in connection with the following designated Project for the City of San Antonio:

STORM DRAINAGE PROJECT 74-D - Sunset Road Drainage, on Sunset Road from North New Braunfels to Jones-Maltsberger Road.

- I. This contract between the City and the Consultant provides that the Consultant shall furnish the following in the development of the above described project.
- III. The Consultant shall not commence work on this proposed project until he has received written notification from the City. He shall render the following professional services necessary for the development of the project to final completion of the plans and specifications, including any special and general conditions and instructions to bidders as acceptable to the Director of Public Works and the Director of any other Department interested in the improvements.
- A. The Consultant shall perform his obligations under this contract in three (3) phases, namely, (1) the preliminary phase, (2) the design phase, and (3) the construction phase.
1. Preliminary Phase: The Consultant Shall
- a. Attend preliminary conferences with city Officials regarding the proposed project, its general design and functions.
 - b. Prepare a preliminary study and report of the proposed project in sufficient detail to indicate clearly the problems involved including locations of all existing or proposed utilities within the project site or right-of-way and provide alternate solutions which may be available to the City; furnish preliminary sketches, layouts, proposed furnish preliminary sketches, layouts, proposed locations maps showing existing boundaries or right-of-way lines and possible encroachments on City property, and where required, additional right-of-way needs; furnish a cost estimate based on the preliminary study of the proposed construction (excluding land costs). The report shall include the Consultant's specific recommendations regarding the feasibility of the project as shown in the preliminary documents.
 - c. Furnish the City with five (5) copies of the preliminary phase documents including any and all of those mentioned immediately above. Furnish also an estimate of the time that will be required to complete the plans and specifications for advertising for the construction of the project.
3. Design Phase: The Consultant shall
- a. Perform all field surveys, and where necessary, site topography required to collect information needed in the design of the project, establishing or locating at least two Bench Marks set to U. S. Coast and Geodetic Survey Datum.
 - (1) He shall plan and supervise such surveys as foundation investigations, soil borings, and other tests required for design of the project when specifically authorized by the Director of Public Works as set forth hereinafter.
 - b. Furnish when necessary all data required by the City for the development of any applications or supporting documents for State or Federal Government permits, grants, or planning advances.
 - c. Prepare detailed contract drawings, specifications, instructions to bidders, general provisions, wage rates, all based on guides furnished the Consultant by the City after authorization has been received from the Director of Public Works to proceed with the final plans. These designs shall combine in all respects the application of sound engineering and/or architectural principles with a high degree of economy and, if required, be submitted to the applicable State and/or Federal Agency from which approval must be obtained. Design standards, if available for similar structures within the general geographical area of the City, shall be utilized when economy in construction can be obtained without reducing the quality of work or structural strength of other agencies, when approved by the City, shall be used when so directed by the Director of Public Works.
 - (1) Detailed specifications shall be developed using City of San Antonio or Texas Highway Department Standards where such standards are available and applicable.
 - (2) A specimen copy of Standard general provisions, instructions to bidders, and applicable prevailing wage rates will be furnished to Consultant by the City for incorporation in the specifications for the proposed project.
 - d. Prior to the actual printing and delivering of the final plans and specifications, an advance copy of them shall be submitted to the Engineering Division of the Public Works Department for approval or corrections that may be deemed necessary. When such approval has been obtained of this advance copy, then the Consultant shall be directed to proceed with the final development of these plans and specifications, furnishing the City with ten (10) sets. Should additional sets over and above the ten sets be required for distribution to interested bidders or suppliers of materials or equipment, then the Consultant shall be paid for that number in excess of the ten on a price mutually agreed to by the Consultant and the City.
 - e. The final plans shall be so prepared that corrections and/or additions may be made as the construction work progresses and the Consultant shall furnish upon completion of the project by the construction contractor one set of reproducible prints showing all items of work as actually installed in the project, or as is commonly referred to as "as built" plans.

f. The Consultant or his representative shall attend the formal opening of bids by the City Clerk and shall tabulate and furnish a reproducible and five copies of the bid tabulation together with his recommendation regarding the award of the contract.

G. The Consultant shall furnish plans based on the appropriate requirements as attached hereto and made a part hereof for (1) Sanitary Sewer Projects, (2) Street Projects, or (3) other specific types of projects when this contract provides for the development of plans and specifications for these

types of projects. Appendix No. Two (2) when attached hereto sets forth the appropriate requirements.

4. Construction Phase:

The Consultant shall

- a. Perform the necessary services in connection with the construction lay-out on the ground for the project. This shall consist of construction stakes, cut sheets, etc. This service shall be performed upon request of the City and not before, and will normally be done or commenced prior to the actual initiation of construction work by the successful construction contractor.
- b. Attend a preconstruction Conference with the Director of the interested City Department.
- c. Perform general supervision and administration of the authorized construction (as distinguished from continuous resident field inspection); including periodic visits of the Consultant or a competent representative of the Consultant or a competent representative of the Consultant to the site of the construction. In the administration of the project, the Consultant shall endeavor to protect the City against defects and deficiencies in the work of the contractor.
- d. Consult and advise with the City during construction. Submit to the City periodic reports on progress of construction when such reports are requested by the City.
- e. Upon written request by the City, furnish the services of a resident representative of the Consultant who may be a resident engineer, resident architect, or inspector, at a salary agreeable to the City for continuous on-site inspection of the construction and the performance of the construction lay-out surveys. Such resident representative shall be responsible for the 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 twenty-five percent (25%) of such cost. Transportation, if authorized, will be furnished at ten cents (10¢) per mile, not to exceed twenty-five dollars (\$25.00) per month.
- f. Check shop or working drawings furnished by the construction contractor.
- g. Review all laboratory, shop, and mill tests of materials and equipment for compliance with specifications.
- h. Prepare monthly and final estimates for payments to construction contractor and furnish the City any necessary certifications as to payments to subcontractors and suppliers.
- i. Review construction contractor's payrolls to determine compliance with the prevailing wage rates.
- j. Supervise initial operation of the project and supervise the necessary performance tests required by the specifications of any machinery or equipment installed in made a part of the project.
- k. Perform in company with City Representatives an inspection of the work as finally in place and proposed to be completed by the construction contractor for Conditional Approval and Final Acceptance by the City.
- l. Revise the contract drawings or plans to show the work as actually constructed for the furnishing of the "as-built" reproducible drawings heretofore mentioned. Final payment to the consultant will be withheld until such final corrected drawings or plans and specifications are furnished to the City.
- m. Obtain from the construction contractor and deliver to the City, Department of Public Works, all manufacturers' warranties or bonds on materials and equipment incorporated in the project for which such warranties or bonds were requested by the specifications.

III. Period of Service

- A. Unless a specific date is agreed upon for services called for herein, the preliminary phase of this agreement shall be completed as expeditiously as possible after notification has been received as set forth in the first paragraph of Section II of this agreement.
- B. Upon approval and acceptance of the preliminary study, plans and reports by the City, the Consultant shall proceed as directed by the Director of Public Works with performance of the services required by Section II-A-3, "Design Phase". All the corrections, modifications, alterations, or additions, requested by the City

as a result of its examination of the preliminary phase shall be incorporated in the Design Phase of the project. Unless otherwise directed by the City, the Consultant shall develop the Design Phase with due diligence and as promptly as commensurate with the extent and type of project involved, or as ordered by the Director of Public Works.

- C. In the event a specific date is desired by the City for completion of either the preliminary phase, the design phase, or both, such date shall be set forth herein after consultation with the Consultant and the Consultant shall consider such date of prime responsibility in the prosecution of the entire agreement.

None.

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

IV. Coordination With City

- A. The Consultant shall hold periodic conferences with the City or its representatives to the end that the project as developed shall have the full benefit of the City's experience and knowledge of existing needs and facilities, and be consistent with its current policies and standards. To assist the Consultant in this coordination, the City shall make available for the consultant's use in planning and designing the project all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular project.

V. Fee Schedule

For and in consideration of the services to be rendered by the Consultant in this agreement, the City shall pay and the Consultant shall receive the fee as set forth in attachment hereto which is made a part hereof and identified as Appendix "A" - Fee Schedule - Engineering type Project.

VI. Revisions to Drawings and Specifications

The Consultant will make without expense to the City such revisions of the preliminary drawings, reports or other documents as may be required to meet the needs of the City, but after the plans and specifications and other documents required by the design phase have been accepted and approved by the City, any revisions, additions, or other modifications made at the City's request which involves extra services and expense to the Consultant shall be subject to additional compensation to the Consultant shall be subject to additional compensation to the Consultant for such extra services and expenses at a mutually agreed to price set in advance of the alterations; or if no mutual agreement is concluded, then the extra expense and services shall be paid to the Consultant at a salary cost plus one hundred percent (100%) plus reimbursement for other direct costs.

VII. Ownership of Documents

All documents including the original drawings, estimates, specifications, field notes and data, will remain the property of the Consultant as instruments of service. However, it is to be understood that 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. This and all other documents including field notes and data. This in no way excuses the Consultant from furnishing the City with plans corrected to the actual project as constructed and heretofore referred to as "as-built" plans.

VIII. Termination

The City may terminate this agreement at any time by a notice in writing to the Consultant upon determination by the Director of Public Works that any provisions have not been complied with. Upon receipt of such notice, the Consultant 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 Consultant shall submit a statement, showing in detail the services performed under this agreement to the date of termination. The City shall then pay the Consultant 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 shall be delivered to the City when and if this agreement is terminated.

IX. Consultant's Warranty

The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any 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.

X. Claims Against the City

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

XI. Compliance with Laws and Ordinances

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

XII. Assignment or Transfer of Interests.

Consultant 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.

XIII. 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.

SECTION 2.

PASSED AND APPROVED this 27th day of February, 1964, A.D.

J O H N G A T T I
MAYOR PRO-TEM

ATTEST: J. H. Inselmann
City Clerk

APPROVED AS TO FORM: /s/ Sam S. Wolf
City Attorney

SECTION 3.

SIGNED AND ACCEPTED as the contract between the City of San Antonio and W. H. MULLINS, CONSULTING ENGINEER, this 27th day of February, 1964, A.D.,

W. H. MULLINS
BY: /s/ W. H. Mullins
OWNER
(Title)

ATTEST: Secretary

APPENDIX "A"

FEE SCHEDULE - ENGINEERING TYPE PROJECT

Payment for services as described in this Agreement shall be made to the Consultant as determined by the following schedule:

<u>Cost of Construction</u>	<u>Basic Minimum Fee in Percent</u>		
	<u>Classification</u>		
	A	B	Alteration Work
Less than \$ 25,000	12.00	10.00	15.00
\$ 25,001 - 50,000	10.00	8.50	12.00
50,001 - 100,000	9.50	7.50	11.00
100,001 - 250,000	8.50	6.75	10.00
250,001 - 500,000	7.00	6.00	9.00
500,001 - 750,000	6.50	5.50	
750,001 - 1,000,000	6.00	5.25	
1,000,001 - 10,000,000	5.65	5.00	
over 10,000,000	5.00	4.50	

The schedule used for payment of services shall be based on

Classification "B" above. The fee as computed from this schedule shall not be less than the maximum fee which would obtain if calculated under the next lower cost bracket.

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

PHASE	PERCENTAGE OF TOTAL FEE			
	A	B	C	D
Preliminary Phase	25	15	10	
Design Phase	45	50	55	
Construction Phase	30	35	35	

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

A. Method of Payment

Payment shall be made to the Consultant based upon the several phases as described heretofore and in accordance with the following:

1. Preliminary Phase - the total amount due the Consultant under the appropriate column of the Preliminary Phase shall be payable after approval and acceptance of this phase by the City.
2. Design Phase - The total amount due the Consultant under the appropriate column under the Design Phase shall be payable after approval and acceptance of this phase by the City.
3. Construction Phase - Payment will be made in monthly installments for this phase in accordance with the appropriate column above in proportion to the construction work completed by the Construction contractor; however, if construction project awarded for less than \$1,000,000.00, ten percent (10%) of the total fee due in the Construction Phase will be retained and paid within thirty (30) days after acceptance of the completed project; if construction project awarded is for \$1,000,000.00 or more, the retainage will be five percent (5%) of the total fee due in the Construction Phase.
4. It is to be understood that although the amount paid the Consultant as that portion of his fee due for the Preliminary Phase and Design Phase may be based upon his estimate of the cost of the construction project, this fee due the Consultant based upon the actual award of the construction contract and its total amount. Any additions, modifications, or alterations made to the construction project after its award will be considered in the total cost of the project and the Consultant shall be paid based upon this actual total cost of the project, and any adjustments necessary in partial payment of his total fee will be corrected to agree with the final cost of the project.
5. Should the City elect to modify or delete portions or segments of this project after award of the construction contract has been made, then appropriate adjustment will be made based upon the revised construction contract cost. However, the Consultant shall be paid for the Preliminary and Design Phase for the segment or portion deleted from the project on the basis of the lowest bid received on this segment or portion of the construction project whether or not the contractor submitting the low bid was awarded the contract.
6. Should the Consultant develop the Preliminary Phase and Design Phase of the project and the City elects to abandon or cancel the project for any reason, the Consultant shall be paid for the proportionate part of the Preliminary and Design Phase completed by the Consultant based upon the estimated construction cost of the project as approved by the City. This payment shall constitute full and final payment to the Consultant for the work performed by him in development of these phases of the proposed project as described heretofore. Otherwise payment shall be made as stated above.
7. If the Consultant develops all or any portion of the Design Phase and the City elects to modify the project, then the Consultant shall be paid for that portion of the Design Phase only previously approved which has been completed by the Consultant at a mutually agreed amount. the new Design Phase based on the modification shall then be performed in accordance with the fee provided under "Fee Schedule" and the percentage allocations as set forth in this Appendix.

B. Services Not Included in Above Fee

The fees as described above for the Preliminary, Design and Construction Phases of the project shall provide compensation to the Consultant 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 being paid by the City to the Consultant for their performance when authorized in writing by the Director of Public Works are set forth as follows:

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

(6) Any extra services not included in contract but authorized by City in writing. To be agreed upon in writing.

On Street Projects, Consultant 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 other-
wise approved by Director of Public Works.
Show location of proposed drainage ditches.
Show location and size of proposed storm sewers.

MISCELLANEOUS

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

PROFILE

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

TITLE SHEET

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

TYPICAL SECTIONS, CONSTRUCTION, DETAILS AND ESTIMATED QUANTITIES

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

CROSS SECTIONS

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

STAKE-OUT (Specific requirements on street projects only)

Stake curb at ends, 50 foot stations, PC and PT of curves and each end
of each return. Curb stakes are to be offset four (4) feet, except when other-
wise directed, from face of each curb as approved by director of Public Works.

STAKE-OUT (con't)

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.

AN ORDINANCE 32138

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

* * * * *

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

The City Manager is authorized to execute an amendment to a lease (Supplemental Agreement No. 5 to Lease FA SW 1088) of space at San Antonio International Airport to the United States of America (Fed. Av. Agency). A copy of said amendment is attached hereto and incorporated herein.

PASSED AND APPROVED this 27th day of February, 1964.

JOHN GATTI
M a y o r - P r o - T e m

ATTEST: J. H. Inselmann
City Clerk

Federal Aviation Agency

SUPPLEMENTAL AGREEMENT NO. 5 TO LEASE NO. FA SW -1088

Between

CITY OF SAN ANTONIO

and

THE UNITED STATES OF AMERICA

WHEREAS, A lease No. FA SW-1088, effective July 1, 1962, and supplemented by Supplemental Agreement No. 1, effective September 1, 1962, Supplemental Agreement No. 2, effective October 1, 1962, Supplemental Agreement No. 3, effective June 1, 1963, and Supplemental Agreement No. 4, effective November 15, 1963, was consummated between the United States of America, represented by the Federal Aviation Agency, and the City of San Antonio, covering space on the San Antonio International Airport; and

WHEREAS, Due to the need for (a) Training and Ready Rooms for the Flight Service station and (b) storage space for the Systems Maintenance Hub Sector, it is the desire of the parties hereto to further amend the said lease to provide for this needed space and to change the rental consideration accordingly;

NOW, THEREFORE, The parties hereto mutually agree that, effective February 15, 1964, the following space as designated under Article II of Attachment "A" of the basic lease and Article III of Attachment "A" of the basic lease and amended by Supplemental Agreement No. 2 thereto shall be amended further to include the following described space:

II. FLIGHT SERVICE STATION (Revenue portion):

Two connecting rooms immediately across the East-West hall-way to the North from the entrance to the Flight Service Station Operations/ Automatic Data Interchange System Room and consisting of a total of approximately 326 square feet of floor space (said space to be closed off from the North room of this suite and completely refurbished as to floor and decorating) in the Annex Terminal Building to be used for training and Ready Rooms and entitled to all provisions of Article 6 (b) of the original lease, leased for an annual consideration of Seven Hundred Eighty-Two and 40/100 Dollars (\$782.40), making a total of approximately 944 square feet of revenue space for the Flight service Station, leased for a total annual consideration Two Thousand Two hundred Sixty-Five and 60/100 Dollars (\$2,265.60).

III. SYSTEMS MAINTENANCE HUB SECTOR

The abandoned restroom area on the Southwest corner of Annex Terminal Building, being a space containing approximately 245 square feet of floor space (said area to have all plumbing and plumbing fixtures removed therefrom except the feedthrough pipes on the South side of the room at the wall; doorway to enlarged to a wide passageway with no closure; to have smooth serviceable floor; and to have walls and ceiling filled where required, textured and painted) to be used as Storage Room for the Systems Maintenance Hub Sector and entitled to all provisions of Article 6 (b) of the original lease at an annual rental of Five Hundred Ninety-

Eight and No/100 Dollars (\$598.00), making the total space for this facility as 1,822 square feet and the annual consideration therefor as Four Thousand Three Hundred Eighty-Two and 80/100 Dollars (\$4,382.80).

The monetary consideration specified in Article 7 and 12 (Attachment "B") of the basic lease, as amended, is hereby amended to read Twenty-Thousand Two Hundred Eighty-One and 25/100 Dollars (\$20,281.25) instead of Eighteen Thousand Nine Hundred and 85/100 Dollars (\$18,900.85).

The amended instrument now covers a grand total of 6,307 square feet of floor space located on the San Antonio International Airport, San Antonio, Bexar County, Texas, and housing Federal Aviation Agency facilities.

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

IN WITNESS WHEREOF, The parties hereto have hereunto subscribed their names on this, the 27th day of February, A.D., 1964.

CITY OF SAN ANTONIO

By: David A. Harner

Title: Assistant City Manager

THE UNITED STATES OF AMERICA

By: J. T. Sammons, Chief
Real Estate and Utilities Unit
Installation and Material
Division FAA, Fort Worth, Texas

AN ORDINANCE 32139

AMENDING ORDINANCE 31590 (BUDGET FOR FISCAL YEAR 1963-1964) PASSED AND APPROVED JULY 24, 1963, THEREBY AUTHORIZING 4 ADDITIONAL EMPLOYEE POSITIONS WITHIN THE GENERAL FUND AND AUTHORIZING THE TRANSFER OF THE SUM OF \$4,000.00 FROM OPERATING CONTINGENCY ACCOUNT 70-01-01 TO LEGAL DEPARTMENT ACCOUNT 05-02-01 (DELINQUENT TAX DIVISION) TO PROVIDE FOR NEW PROGRAM OF PERSONAL PROPERTY TAX COLLECTIONS.

* * * * *

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

SECTION 1. Ordinance 31590, which approved the budget for fiscal year 1963-1964, be and the same is hereby amended to authorize 4 additional employee positions as follows:

ACCOUNT 05-02-01:

<u>Number</u>	<u>Position</u>	<u>Range</u>
1	Attorney II	Range 29 (\$530.-\$695)
1	Clerk Typist II	Range 10 (\$240 -\$300)

ACCOUNT 06-03-02:

<u>Number</u>	<u>Position</u>	<u>Range</u>
2	Accountant I	Range 20 (\$360-\$465)

SECTION 2. The transfer of the sum of \$4,000.00 from the Operating Contingency Account 70-01-01 to Legal Department Account 05-02-01, and allocated as follows is hereby authorized:

<u>05-02-01</u>	Code 1-10	\$2,895.00
	Code 4-01	\$ 175.00
	Code 5-20	\$ 930.00

PASSED AND APPROVED this 27th day of February, 1964.

JOHN GATTI
MAYOR P R O - T E M

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32140

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

* * * * *

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

SECTION 1. The City manager is authorized to execute a lease of space at San Antonio International Airport to Doerr Aviation, Inc. A copy of said lease (Lease 65-1) is attached hereto and incorporated herein.

*Amended
33063
Feb 11, 1965*

PASSED AND APPROVED this 27th day of February, 1964.

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

ATTEST: J. H. Inselmann
City Clerk

LEASE NO. 65-1

SAN ANTONIO INTERNATIONAL AIRPORT LEASE

STATE OF TEXAS
COUNTY OF BEXAR

THIS AGREEMENT, entered into by and between the City of San Antonio, a Texas Municipal Corporation, acting by and through David A. Harner, its Assistant City Manager, pursuant to Ordinance No. 32140, adopted February 27th, 1964, (hereinafter called "Lessor"), and Doerr Aviation, Inc., a private corporation, chartered under the laws of Texas, acting by and through its designated officers pursuant to its by-laws or resolution of its Board of Directors (hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

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

- A. Building: West portion of Building 65
- B. Ground: 2,210 sq. ft.

2. BASE RENTAL

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

<u>Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate Per Sq. Ft.</u>	<u>Annual Rental</u>	<u>Monthly Rental</u>
A. Building:	725	\$.48	\$348.00	\$29.00
B. Ground:	2,210	\$.04	\$ 88.40	\$ 7.37

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 (1) year period beginning March 1, 1964.

4. USE(S) of PREMISES

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

Aircraft rental, charter, sales and brokerage; pilot training and maintenance of 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 \$50,000 for one person and \$100,000 for one accident for personal injuries, and \$50,000 for property damage liability. Such insurance policy shall be carried in a responsible company licensed to do business in the State of Texas and it shall name lessor as a coinsured. Such policy shall contain the following provision: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. PERFORMANCE BOND

Lessee will deliver, at the date of execution of this lease, a cash deposit or a surety bond in the sum of \$360.00 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 4B and 6A which have been deleted therefrom.

8. Special Provisions

Lessor shall maintain the roof, exterior walls and major structural members

of Building 65 and the utilities except for stoppages of sewer service lines; provided that damage caused by acts or negligence of Lessee, its agents and employees is Lessee's responsibility and Lessee shall maintain any utility lines or wiring, that have been or may be installed by Lessee, all furniture, fixtures and equipment whether owned by Lessor or lessee, in the interior of said building and the premises outside of said building.

EXECUTED this 27th day of February, 1964.

Attest: J. H. Inselmann
City Clerk

CITY OF SAN ANTONIO, Lessor

BY: David A. Harner
Assistant City Manager

DOERR AVIATION, INC.
Lessee

BY: Victor J. Doerr
President (Title)
166 S. Terminal Dri.
(Mail Address)
San Antonio, Texas

ATTEST: Bettie Doerr
Secretary

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS

SAN ANTONIO INTERNATIONAL AIRPORT LEASES

(Lessee:

1. GROSS RECEIPTS CHARGES

A. COMPUTATION:

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

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

of each year's applicable gross receipts.

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

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

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

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

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

C. RECORDS AND REPORTS:

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

With the payment of quarterly percentage rentals as provided in A above, Lessee shall submit to Lessor a detailed statement showing gross receipts from the operation

of the business hereunder for that calendar quarter. These reports shall show such reasonable detail and breakdown as may be required by Lessor.

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

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

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

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

D. AUDIT.

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

In addition lessor shall have the right during any one calendar year of this Lease to authorized one audit of Lessee's records pertaining to its operation on the Airport. Such audits shall be undertaken by a reputable firm of independent Certified Public Accountants, satisfactory to Lessor. The cost of such audit shall be borne one-half by Lessee and one-half by Lessor, unless results of such audits reveal a discrepancy of more than five percent between gross receipts 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, for AGGREGATE WEEKLY PAYROLLS IN MANUFACTURING and WHOLESAL 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 WHOLESAL PRICES - ALL COMMODITIES for the 12-month period ending September 30, 1961, and the numerator of which shall be the similar common average for the twelve months ending September 30 of the calendar year immediately preceding the adjustment date. All index figures used must be final.

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

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

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

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

Paragraph A above.

3. USE(s) OF PREMISES:

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

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

4. COVENANTS BY LESSEE

A. ADDITIONAL CONSTRUCTION:

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

B. MAINTENANCE:

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

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

C. PAYMENT OF TAXES, ETC.,:

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

D. SIGNS:

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

E. REGULATIONS:

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

F. PROHIBITION OF SUB- LEASES AND ASSIGNMENTS:

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

G. REMOVAL OF TRASH:

Lessee 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.

H. INDEMNITY:

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

I. UTILITIES:

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

J. CONDITION OF PREMISES:

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

K. QUALITY OF SERVICES:

Lessee will at all times, furnish good, prompt and efficient commercial services adequate to meet all the demands for such services at the Airport and to furnish said

services on a non-discriminatory basis to all users thereof, and will charge non-discriminatory prices for each unit of sale or service; provided, that the Lessee will be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

L. HOLDING OVER

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

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

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

6. FIELD USE CHARGES

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

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

7. TIME OF EMERGENCY

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

8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

It is agreed between the parties hereto that, in the event said building is damaged by fire or other accidental cause during the term hereof so as to become totally or partially untenable, the Lessor shall have the option to restore the premises to their former condition. Lessor shall give Lessee notice in writing of the exercise of the option within 30 days of occurrence of such damage, if Lessor elects to exercise the option.

If the option is exercised, Lessor shall proceed with due diligence to restore the premises, there shall be an abatement of the rent until repairs have been made for the time and to the extent for which the premises, or part thereof, have been untenable. Should Lessor not exercise the option, the lease of such portion of the leased premises shall cease and terminate effective with the date of damage by fire or other accidental cause.

10. GENERAL

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

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

E. NOTICES:

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

AN ORDINANCE 32141

*Amended
Ord # 32142
Dec 10, 1964*

MAKING AND MANIFESTING THE EXTENSION OF THE AGREEMENT WITH THE CITY OF OF CASTLE HILLS FOR SEWER SERVICE FOR A PERIOD OF ONE YEAR AND AMENDING PARAGRAPH 4 OF SAID AGREEMENT.

* * * * *

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

SECTION 1. This ordinance makes and manifests the extension, for a period of 1 year beginning March 1, 1964, of the agreement entered into by Ordinance 31162, with the City of Castle Hills for sewer service, under the terms and conditions as set forth in the aforementioned agreement except as provided for in Paragraph 2 below.

SECTION 2. Paragraph 4 of said agreement, as amended by Ordinance 31305, be and the same is hereby further amended to read as follows:

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

- (a) 535 Residential unit connections and 15 commercial unit connections in Castle Hills to the 15" main and parallel to Jackson-Keller Road with no more than 490 residential and 10 commercial connections to be made in this area during the period of this contract.
- (b) 215 Residential Unit connections and 10 Commercial unit connections in Castle Hills to the existing sanitary Sewer serving the eastern drainage area of Castle Hills with no more than 190 residential and 10 Commercial connections to be made in this area during the period of this contract."

PASSED AND APPROVED this 27th day of February, 1964.

JOHN GATTI
MAYOR PRO-TEM

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32142

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: