

AN ORDINANCE 32009

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. 2047)

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

Lot 10, NCB 1692

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

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

4. PASSED AND APPROVED this 2nd day of January, A. D., 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32010

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. 2053)

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

Lot 16, NCB 13198

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

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

4. PASSED AND APPROVED this 2nd day of January, A. D. 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32011

APPOINTING MIKE PASSUR, A MEMBER OF THE WATER WORKS BOARD OF TRUSTEES FOR A TERM BEGINNING JANUARY 1, 1964 AND ENDING DECEMBER 31, 1971, to fill the vacancy CREATED BY THE TERMINATION OF THE APPOINTMENT OF EDWARD H. AUSTIN MADE BY ORDINANCE NO. 26424.

* * * * *

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

1. Mike Passur is hereby appointed to the Water Works Board of Trustees to serve for a term beginning January 1, 1964 and ending December 31, 1971, such appointment being made to fill the vacancy created by the termination of the appointment of Edward H. Austin made by Ordinance No. 26424.

2. PASSED AND APPROVED this 2nd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk'

AN ORDINANCE 32012

REPEALING ORDINANCE NO. 27333 WHICH CREATED A THIRD CORPORATION COURT DESIGNATED AS THE NIGHT CORPORATION COURT.

* * * * *

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

1. City of San Antonio Ordinance No. 27333, dated February 19, 1959, which created a Third Corporation Court designated as the Night Corporation, is hereby repealed.

2. PASSED AND APPROVED this 2nd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

A RESOLUTION IN

MEMORIAM -

WHEREAS, on the 1st day of January, 1964, death brought to a close the active life of Gus B. Mauermann, who served as Mayor of the City of San Antonio from January 9, 1943 to May 31, 1947, and

WHEREAS, Gus B. Mauermann, through his foresight and zeal for this community, was instrumental in making the Coliseum a reality; acquiring the Willow Springs Golf Course; providing land for Trinity University; and started the City in its program of expressways and many other improvements; and

WHEREAS, he gave unstintingly of his time and talents to the tasks which he undertook and relentlessly strove to establish and protect those policies which were for the benefit of the community, and

WHEREAS, the stature he attained by his exemplary life and monumental achievement was recognized during his lifetime, NOW, THEREFORE:

BE IT RESOLVED, that the Mayor and City Council of the City of San Antonio, do, by this resolution and public record, recognize the profound influence of Gus. B. Mauermann upon the development of San Antonio, Texas, recognizing further, that his death is a distinct loss to the City in which he worked and won deep respect and affection.

BE IT FURTHER RESOLVED, that this resolution be spread upon the minutes of the Council and a copy thereof be sent to his widow, Mrs. Julia Mauermann, in recognition of Mr. Mauermann's respected place in this community.

PASSED AND APPROVED this 2nd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF SAN ANTONIO HELD IN THE COUNCIL CHAMBER, CITY HALL, ON MONDAY, JANUARY 7, 1964, 3:00 P.M., Council HEARD RECOMMENDATION FOR THE PROPOSED BOND ELECTION.

* * * * *

NOTICE OF BOND ELECTION

THE STATE OF TEXAS :
COUNTY OF BEXAR :
CITY OF SAN ANTONIO:

TO THE RESIDENT, QUALIFIED ELECTORS OF THE CITY OF SAN ANTONIO, TEXAS, WHO OWN TAXABLE PROPERTY IN SAID CITY AND WHO HAVE DULY RENDERED THE SAME FOR TAXATION:

TAKE NOTICE that an election will be held in the City of San Antonio, Texas, at the time and places, and on the Propositions, as provided in the Ordinance Calling An Election, duly passed by the City Council of said City On January 9, 1964, which Ordinance is substantially as follows:

AN ORDINANCE 32013

A ~~ORDINANCE~~ CALLING AN ELECTION FOR A \$30,000,000.00 BOND ELECTION, TO BE HELD, JANUARY 28TH, 1964

* * * * *

STATE OF TEXAS
CITY OF SAN ANTONIO
COUNTY OF BEXAR

WHEREAS, the City Council of the City of San Antonio, Texas, deems it advisable to issue the bonds of said City for the purposes hereinafter stated.

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

1. That an election shall be held in said City on the 28th day of January, 1964, in the regular election precincts of said City, and at the several polling places, as follows:

<u>ELECTION PRECINCT NUMBER</u>	<u>POLLING PLACE</u>
1	Navarro School, 623 South Pecos Street
2	Briscoe School, 2015 South Flores Street
3	Burbank School, 1002 Edwards
4	Hillcrest School, 211 West Dittmar
5	Morrill Ward School, 5200 South Flores Street
6	Boy Scout Hut, East Pyron and Curtiss
7	Harlandale Junior High School, 300 West Huff
8	Stonewall Elementary School, Stonewall and Commercial
9	Fire Station Number 25, 242 Dwight Avenue
10	Ike Haines Cleaners, 1619 West Malone
11	Collins Gardens School, 167 Harriman
12	Johnson School, 1811 South Laredo
13	Sidney Lanier School, 1514 Durango
14	Crockett School, 2814 West Commerce
15	J. T. Brackenridge School, 1214 Guadalupe Street
16	Storm School, 435 Brady at Calaveras
17	Cassiano Homes, 2219 South Laredo Street
18	De Zavala School, 2418 Durango
19	Fox Tech High School, 637 North Main Avenue
20	Bowie School, 439 Arbor Place
21	Margil School, 1319 Morales Street
22	Washington Irving Junior School, 2215 Morales Street
23	Ogden School, 2215 Leal Street
24	Coronado School, 435 South San Dario Street
25	Loma Park School, 400 Aurora Avenue

ELECTION
PRECINCT
NUMBER

POLLING PLACE

26	Fenwick School, 1930 Waverly Avenue
27	Nelson School, 1014 Waverly Avenue
28	West End Baptist Church, 925 Culebra
29	Eleanor Brackenridge School, 831 Brooklyn Avenue
30	KONO TV Building, 1408 North Saint Mary's Street
31	Hawthorne School, 127 West Josephine Street
32	McKinley School, 400 East Magnolia Avenue
33	San Antonio Transit System Building, 1720 North Flores
34	Fire Station Number 6, 506 West Russell
35	Mark Twain Junior High School, 2411 San Pedro Avenue
36	Beacon Hill School, 1411 West Ashby Place
37	Woodlawn School, 1717 West Magnolia Avenue
38	J. Kahn Auction House, 1704 Blanco Road
39	Saathoff Sales Service, 1134 Hildebrand Avenue
40	Fire Station Number 19, 1911 West Hildebrand Avenue
41	Longfellow Junior High School, 1130 East Sunshine Drive
42	Benjamin Franklin School, 1915 West Olmos Drive
43	Activities Hall-Los Angeles Heights Methodist Church, 800 Catalina
44	Fire Station Number 1, 801 East Houston Street
45	Fannin School, 1931 East Houston Street
46	Booker T. Washington School, 1823 Nolan
47	Wheatly School, 415 Harrison
48	Robert E. Lee School, 700 Lamar
49	Fire Station Number 5, 1011 Mason
50	Milam School, 1103 Austin
51	Pioneer Hall, Brackenridge Park
52	Tuesday Musical Club , 3755 North Saint Mary's Street
53	Will Rogers School, 620 McIlvaine
54	St. Andrews Methodist Church, 722 Robinhood (Scout Bldg.)
55	Alamo Heights Junior School Auditorium, 1528 Nacogdoches
56	Civil Defense and Disaster Relief Office, 423 S. Alamo
57	Salvation Army, 801 Wyoming
58	Smith School, 823 South Gevers
59	St. Philip's Junior College, 2111 Nevada
60	Poe School, Aransas Avenue at Cooper
61	Herff Elementary School, 966 South Hackberry
62	Victoria Courts Office, 400 Labor Street
63	Bonham School, 925 South Saint Mary's Street
64	Brackenridge High School, 1623 South Saint Mary's Street
65	Highland Park School, 2011 South New Braunfels Street
66	Steele School, 722 Haggin
67	Fire Station Number 20, 2903 South New Braunfels Street
68	Page School, 401 Berkshire
69	Riverside Park School, 202 School Street
70	Hot Wells School, 400 Hot Wells Boulevard

ELECTION
PRECINCT
NUMBERPolling Place

72	Gardendale Elementary School, 1730 Athel Street
78	Palo Alto Elementary School, 1725 Palo Alto Road
79	Stinson Homes Recreation Center, 414 96th Street
90	Woodlawn Hills School, 110 West Quill Drive
91	Oak Hills Bowling Lanes, 5139 Fredericksburg Road
95	Lovera Baptist Church, 333 Lovera
100	Northwood Elementary School, 519 Pike Road at Rockhill Drive
102	MacArthur High School, 2923 Bitters Road
103	Fire Station Number 17, 1539 Sandalwood
107	Jefferson Davis Junior School, 463 Holmgreen Road
113	Taylor Tabernacle Church, 2900 South W. W. White Road
114	San Jaun School, Bergs Mill, Texas
118	Harlandale High School, 114 Gerald at Pleasanton Road
119	Collier School, 834 Southcross Boulevard
120	Community Center, 3021 Commercial
121	E. Carroll Bell School, Pleasanton Road at Harding
122	Allena Baptist Church Recreation Building (rear) 2302 Basse Road
123	Nimitz Junior High School, 5426 Blanco Road
124	Fire Station Number 28, 815 El Monte
126	Walzen Elementary School, 4618 Walzem Road
128	James Madison School, 2900 West Woodlawn Avenue
129	Dorie Miller School, 207 Lincolnshire
130	Charles Arnold School, 467 Freiling
132	Gethsemane Lutheran Church, 610 Avalon
135	San-An-Tone Courts, 7114 Blanco Road
136	Highlands High School, 3118 Elgin
137	Highland Hills Elementary School, 734 Glamis
138	Klossner Equipment Company, 727 North W. W. White Road
140	Bellaire School, Amber and Pleasanton Road
141	Stafford School, 611 South West 36th Street
142	Thomas Jefferson High School, 723 Donaldson Avenue
143	Olmos Elementary School, 1103 Allena
144	American State Bank, 101 Terrell Plaza
145	P. F. Stewart School, 1950 Rigsby Avenue
149	Forbes School, 2630 Sally Gay
150	Kate Schenck School, 100 Kate Schenck at Goliad Road
151	Grace Presbyterian Church, 950 Donaldson Avenue
152	Samuel Maverick School, 107 Raleigh
153	Saint Mary's University Dormitory (Chaminade Hall), 2700 Cincinnati Avenue
154	Dellview Elementary School, 7235 Dewhurst Road
155	Horace Mann Junior High School, 2123 West Huisache
156	Sunset Hills Elementary School, 519 Clearview
157	Saint Philips School, 138 East Lambert
158	Las Palmas School, 103 Las Palmas Drive
159	Edgewood School, 525 Cupples Road

ELECTION
PRECINCT
NUMBER

POLLING PLACE

160	Fire Station Number 16, 1519 Nogalitos
161	Saint James School, 331 Nunes
162	Graebner School, 530 Hoover
163	Morrill Ward School (Old Green Building), East Sayers
164	Huff Avenue School, 115 East Huff Avenue
165	Ed Schaefer's Office, 3627 South West Military Drive
166	Kingsborough School, 9131 Yett
167	Wilshire Elementary School, 6523 Cascade
168	Mt. Sinai Baptist Church, 2157 Burnet
169	Elizabeth Tynan School, 925 Gulf
170	Ridgeview Elementary School, 7015 North McCullough Avenue
172	Wilson School, 1421 Clower Street

2. That the City Clerk of the City shall be the Clerk for absentee voting for said election; and the office of said City Clerk in the City Hall is hereby designated as the place at which absentee voting shall be conducted for said election, during the regular office hours of said City Clerk. The special canvassing board which shall count and canvass all absentee votes and ballots cast at said election shall consist of the Mayor of the City, as Presiding Judge, and the City Clerk and Councilman Roland C. Bremer, as clerks, of said board.

3. That at said election the following Propositions shall be submitted in accordance with law.

PROPOSITION NO. 1

Shall the City Council of the City of San Antonio be authorized to issue the bonds of said City, in one or more series or issues, in the aggregate principal amount of \$370,000, with the bonds of each such series or issue, respectively, to mature serially within not to exceed 30 years from their date, and to bear interest at rates not to exceed 5% per annum, for the purpose of constructing and permanently equipping fire stations in said City, and acquiring land therefor; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes in an amount sufficient to pay the interest on said bonds and provide a sinking fund to pay said bonds at maturity?

PROPOSITION NO. 2

Shall the City Council of the City of San Antonio be authorized to issue the bonds of said City, in one or more series or issues, in the aggregate principal amount of \$6,600,000 with the bonds of each such series or issue, respectively, to mature serially within not to exceed 30 years from their date, and to bear interest at rates not to exceed 5% per annum, for the purpose of constructing drainage improvements in said City; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes in an amount sufficient to pay the interest on said bonds and provide a sinking fund to pay said bonds at maturity?

PROPOSITION NO. 3

Shall the City Council of the City of San Antonio be authorized to issue the bonds of said City, in one or more series or issues, in the aggregate principal amount of \$1,775,000, with the bonds of each such series or issue, respectively, to mature serially within not to exceed 30 years from their date, and to bear interest at rates not to exceed 5% per annum, for the purpose of constructing and permanently equipping public libraries in said City, and acquiring land therefore; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes in an amount sufficient to pay the interest on said bonds and provide a sinking fund to pay said bonds at maturity?

PROPOSITION NO. 4

Shall the City Council of the City of San Antonio be authorized to issue the bonds of said City, in one or more series or issues, in the aggregate principal amount of \$1,585,000, with the bonds of each such series or issue, respectively, to mature serially within not to exceed 30 years from their date, and to bear interest at rates not to exceed 5% per annum, for the purpose of acquiring and improving land for park purposes in said City; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes in an amount sufficient to pay the interest on said bonds and provide a sinking fund to pay said bonds at maturity?

PROPOSITION NO. 5

Shall the City Council of the City of San Antonio be authorized to issue the bonds of said City, in one or more series or issues, in the aggregate principal amount of \$6,800,000, with the bonds of each such series or issue, respectively, to mature serially within not to exceed 30 years from their date, and to bear interest at rates not to exceed 5% per annum, for the purpose of improving the streets of said City, and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes in an amount sufficient to pay the interest on said bonds and provide a sinking fund to pay said bonds at maturity?

PROPOSITION NO. 6

Shall the City Council of the City of San Antonio be authorized to issue the bonds of said City, in one or more series or issues, in the aggregate principal amount of \$10,870,000 with the bonds of each such series or issue, respectively, to mature serially within not to exceed 30 years from their date, and to bear interest at rates not to exceed 5% per annum, for the purpose of constructing and permanently equipping public buildings, including appurtenant facilities, to be used as a community and convention center in said City, and acquiring land therefor; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes in an amount sufficient to pay the interest on said bonds and provide a sinking fund to pay said bonds at maturity?

PROPOSITION NO. 7

Shall the City Council of the City of San Antonio be authorized to issue the bonds of said City, in one or more series or issues, in the aggregate principal amount of \$2,000,000 with the bonds of each such series or issue, respectively, to mature serially within not to exceed 30 years from their date, and to bear interest at rates not to exceed 5% per annum, for the purpose of aiding in the planning, undertaking, or carrying out of urban renewal projects of said City; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes in an amount sufficient to pay the interest on said bonds and provide a sinking fund to pay said bonds at maturity?

4. That the official ballots for said election shall have written or printed thereon the following:

PROPOSITION NO. 1

- "FOR THE ISSUANCE OF FIRE STATION BONDS"
- "AGAINST THE ISSUANCE OF FIRE STATION BONDS"

PROPOSITION NO. 2

- "FOR THE ISSUANCE OF DRAINAGE IMPROVEMENT BONDS"
- " AGAINST THE ISSUANCE OF DRAINAGE IMPROVEMENT BONDS"

PROPOSITION NO. 3

- "FOR THE ISSUANCE OF LIBRARY BONDS"
- "AGAINST THE ISSUANCE OF LIBRARY BONDS"

PROPOSITION NO. 4

- "FOR THE ISSUANCE OF PARK BONDS"
- "AGAINST THE ISSUANCE OF PARK BONDS"

PROPOSITION NO. 5

- "FOR THE ISSUANCE OF STREET IMPROVEMENT BONDS"
- "AGAINST THE ISSUANCE OF STREET IMPROVEMENT BONDS"

PROPOSITION NO. 6

- "FOR THE ISSUANCE OF COMMUNITY AND CONVENTION CENTER BONDS"
- "AGAINST THE ISSUANCE OF COMMUNITY AND CONVENTION CENTER BONDS"

PROPOSITION NO. 7

- "FOR THE ISSUANCE OF URBAN RENEWAL BONDS"
- "AGAINST THE ISSUANCE OF URBAN RENEWAL BONDS"

5. That voting machines shall be used both for absentee voting by personal appearance and for voting at the regular polling places at said election; but paper ballots shall be used for absentee voting by mail.

6. That only resident, qualified electors who own taxable property in said City and who have duly rendered the same for taxation shall be entitled to vote at said election.

7. That notice of said election shall be given by posting a substantial copy of this ordinance in each of the Election Precincts of said City and also at the City Hall, not less than 15 days prior to the date set for said election; and, a substantial copy of this Ordinance also shall be published on the same day in each of two successive weeks in a newspaper of general circulation published in said City, the date of the first publication to be not less than 14 days prior to the date set for said election.

8. That this ordinance is hereby passed as an emergency measure, to be effective immediately upon enactment, such emergency being that the proceeds from the bonds to be voted on as herein provided are required as soon as possible for the preservation of the public peace, property, health, and safety.

AN ORDINANCE 32014

AMENDING ORDINANCE NO. 31034, PASSED AND APPROVED JANUARY 9TH, 1963.

* * * * *

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

1. Paragraph 1 of Ordinance No. 31034, passed and approved January 9, 1963, is hereby amended so that certain portions of Bexar County Voting Precincts No. 86, 92, 104, 131 134 and 147 now within the city limits of the City of San Antonio are hereby combined within the City limits of the City of San Antonio are hereby combined with adjacent City Precincts as follows:

- A. City Voting Precinct No. 141 is hereby enlarged to include that part of Bexar County Election Precinct No. 86, located within the City limits of the City of San Antonio, Texas;
- B. City Voting Precinct No. 91 is hereby enlarged to include that part of Bexar County Election Precinct no. 92, located within the City limits of the City of San Antonio, Texas;
- C. City Voting Precinct No. 135 is hereby enlarged to include that part of Bexar County Election Precinct No. 104, located within the City Limits of the City of San Antonio, Texas;
- D. City Voting Precinct No. 126 is hereby enlarged to include that part of Bexar County Election Precinct No. 131, located within the City limits of the City of San Antonio, Texas;
- F. City Voting Precinct No. 138 is hereby enlarged to include that part of Bexar County Election Precinct No. 147, located within the city limits of the City of San Antonio, Texas
- E. City Voting Precinct No. 102 is hereby enlarged to include that part of Bexar County Election Precinct No. 134, located within the city limits of the City of San Antonio, Texas;

2. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32015

ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF THE NORTH EXPRESSWAY IN THE CITY OF SAN ANTONIO FROM JOSEPHINE STREET TO OLMOS DRIVE; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK WITHIN THE BOUNDARIES OF SAID NORTH EXPRESSWAY FROM JOSEPHINE STREET TO OLMOS DRIVE FOR A ONE-YEAR PERIOD; AND DECLARING AN EMERGENCY.

*Amended
Ord 32956
Dec 31, 1964*

* * * * *

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

1. The outer boundaries of the approved right-of-way for the North Expressway as approved by Ordinance No. 29212 and amended by Ordinances 30071, 31045, 31342 and 31820, are hereby established as building lines within and between which no existing structure shall be repaired or altered, if the cost of such repairs or alterations to be done within any one calendar year is in excess of 25% of the value of the structure before such repairs or alterations are made. These restrictions shall be in full force and effect for a one-year period ending January 9, 1965.

2. The Director of Housing and Inspection is hereby directed to refuse any building permits for the erection of any structure within and upon the proposed right-of-way herein established for the North Expressway from Josephine Street to Olmos Drive; and to refuse any building permits for the rebuilding of existing structures which were destroyed by fire or which are partially destroyed where the cost of reconstruction or repairs is in excess of 25% of the value of the structure before the fire, or for the repair of any existing structure when the cost of the repairs to be made within any one calendar year is in excess of 25% of the value of the structure before the repairs are made. These restrictions will be in full force and effect for a one-year period ending January 9, 1965, which is the estimated period required for the appraisal and purchase of the areas herein protected.

3. 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.

4. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32016

*Ordinance 32016
3/31/1964*

ESTABLISHING BUILDING LINES ALONG THE OUTER BOUNDARIES OF THE KELLY AFB ACCESS ROAD IN THE CITY OF SAN ANTONIO FROM LACKLAND ROAD AT FRIO CITY ROAD TO THE PROPOSED U. S. HIGHWAY 90 WEST EXPRESSWAY; AND DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK WITHIN THE SAID BOUNDARIES FOR A ONE-YEAR PERIOD; AND DECLARING AN EMERGENCY.

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

1. The outer boundaries of the right-of-way for the Kelly AFB Access Road as approved in Ordinance No. 29229 are hereby established as building lines, within and between which no structure shall be built, and between which no existing structure shall be repaired or altered, if the cost of such repairs or alteration to be done within any one calendar year is in excess of 25% of the value of the structure before such repairs or alterations are made. These restrictions shall be in full force and effect for a one-year period ending January 9, 1965.
2. The Director of Housing and Inspection is hereby directed to refuse any building permits for the erection of any structure within and upon the proposed right-of-way herein established for the Kelly AFB Access Road from Lackland Road at Frio City Road to the proposed U. S. Highway 90 West Expressway; and to refuse any building permits for the rebuilding of existing structures which were destroyed by fire or which are partially destroyed where the cost of reconstruction or repairs is in excess of 25% of the value of the structure before the fire, or for the repair of any existing structure when the cost of the repairs to be made within any one calendar year is in excess of 25% of the value of the structure before the repairs are made. These restrictions will be in full force and effect for a one-year period, ending January 9, 1965, which is the estimated period required for the appraisal and purchase of the areas herein protected.
3. 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 six 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.
4. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32017

*Ordinance 32017
3/31/1964*

APPROVING THE LOCATION OF THE NORTH EXPRESSWAY FROM JONES-MALTSBERGER ROAD TO THE NORTH CITY LIMITS NEAR BITTERS ROAD AS ESTABLISHED BY THE STATE HIGHWAY DEPARTMENT; DIRECTING THAT BUILDING PERMITS NOT BE ISSUED FOR CERTAIN WORK WITHIN THE BOUNDARIES OF SUCH RIGHT-OF-WAY; and amending ORDINANCE NO. 27589

* * * * *

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

1. The location of the right-of-way for the North Expressway, from Jones-Maltsberger Road south of Sunset Road north to the north City Limits near Bitters Road, as shown by a protection map revised January 3, 1962, by the Texas Highway Department, is hereby approved.
2. The aforesaid map on file in the office of the City Clerk is incorporated herein by reference for all purposes.
3. The outer boundaries of the approved North Expressway location as shown by said map are hereby 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 per cent of the value of the structure before the repairs are made.
4. 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 route established and referred to; 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.
5. The restrictions imposed by this ordinance shall be in full force and effect for a one-year period ending January 9, 1965, the estimated time required for completion of engineering, appraisal and purchase of the right-of-way protected hereby.
6. Ordinance No. 27589, adopted May 21, 1959, approving the location of the aforesaid North Expressway, is amended to conform with the terms of this ordinance.
7. 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.
8. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32018

*Extended
Ord 32018
Rec 3/11/64*

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

* * * * *

WHEREAS, the Texas Highway Department has prepared a revised protection map for the portion of Interstate Highway 37 (Southeast Expressway) between South Hackberry Street and Interstate Highway 35; and,

WHEREAS, additional time is required for engineering, appraisal and acquisition of the right-of-way for Interstate Highway 37 with the city limits of San Antonio; NOW, THEREFORE:

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

1. The route of the Southeast Expressway (Interstate Highway 37) from Interstate Highway 35 to the Southeast City limits (with revised right-of-way limits between South Hackberry Street and Interstate Highway 35) as shown by the protection maps prepared by the Texas Highway Department as follows:

South Hackberry Street
North to Interstate Highway 35

Exhibit "B", January,
1962, revision

South Hackberry Street
South to Southeast City Limits

Exhibit "A", dated
October, 1959

is hereby approved. The said maps filed in the office of the City Clerk are incorporated herein by reference for all purposes.

2. The outer boundaries of the approved Southeast Expressway (Interstate Highway 37) route as shown by said maps 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 per cent of the value of the structure before the repairs are made.

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 route established and referred to; 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.

4. The restrictions imposed by this ordinance shall be in full force and effect for a one-year period ending the 9th day of January, 1965, the estimated time required for completion of engineering, appraisal and purchase of the right-of-way protected hereby.

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.

6. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32019

APPROPRIATING THE SUM OF \$23,115.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT-OF-WAY FOR U. S. 90 WEST PROJECT.

* * * * *

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

1. The sum of \$23,115.00 is hereby appropriated out of Highway 90 west Expressway Bonds, 1961, #479-16 for acquisition of right-of-way as follows:

a. \$795.00 payable to Stewart Title Company as escrow agent for Charles C. Ross and Bernice Ross for title to 0.6937 of an acre of land, more or less, in New City Block 8670, being Parcel 369-4669.

b. \$1,375.00 payable to Stewart Title Company as escrow agent for Mary Gilbert Mynier, individually and as Independent Executrix of the Estate of James Lewis Mynier, deceased, for title to 0.6409 of an acre of land, more or less, in New City Block 8670, being Parcel 373-4673.

c. \$1,250.00 payable to Stewart Title Company as escrow agent for Arysteo Esquivel and Juana R. Esquivel for title to 0.2374 of an acre of land, more or less, same being all of Lot 15, Block 2, New City Block 8594, being Parcel 389-4689.

d. \$2,720.00 payable to Stewart title Company as escrow agent for Benito B. Luna and Agustina De Leon Luna for title to 0.2284 of an acre of land, more or less, same being the West of 199feet of East 398 of South 50 Feet of North 250 feet of Lot 9, Block 8, New City Block 8084, being Parcel 397-4697.

e. \$8,273.00 payable to Stewart Title Company as escrow agent for Alfredo Sandoval, Jr. and Lucy R. Sandoval for title to 0.8674 of one acre of land, more or less, in New City Block 8092, same being out of and a part of Lot 17, Block 6, being Parcel 412-4712.

f. \$4,275.00 payable to Stewart Title Company as escrow agent for Alfredo G. Sandoval, et al for title to 1.000 of an acre of land, more or less, same being Lot 18, Block 6, New City Block 8092, being Parcel 413-4713.

g. \$620.00 payable to Stewart Title Company as escrow agent for San Antonio Savings Association and Luciano de la Rosa, a single man, contract owner, for title to 0.4965 of an acre of land, more or less, in New City Block 11313, being Parcel 479B-4779B.

h. \$1,000.00 payable to Stewart Title Company as escrow agent for C. K. Lansford and Tom R. Lansford, Independent Executors of the Estate of R. H. Lansford, deceased, for title to Lot 12, Block 4, New City Block 11,322, being Parcel 526-4826.

i. \$2,807.00 payable to Stewart Title Company as escrow agent for Policarpio Guajardo, et al for title to Lot 5, Block 36, New City Block 8074, being Parcel 595-4895.

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. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32020

AUTHORIZING THE TRANSFER OF THE SUM OF \$48,469.85 FROM PUBLIC IMPROVEMENTS ACCOUNT 30-01-01 TO SPECIAL PROJECTS ACCOUNT 11-09-01, NORTHWEST AREA RECREATIONAL IMPROVEMENTS AND AUTHORIZING THE PAYMENT OF THE SUM OF \$85,050.00 OUT OF SPECIAL PROJECTS ACCOUNT 11-09-01 TO COMMERCIAL TITLE COMPANY, EXCROW AGENT FOR MARVIN S. BASSETT FOR TITLE TO APPROXIMATELY 189 ACRES OF LAND FOR CIVIC USE; AND AUTHORIZING THE CITY MANAGER TO ACCEPT A QUITCLAIM DEED TO APPROXIMATELY 12 ACRES OF LAND AS A PART OF THE CONSIDERATION IN THE TRANSACTION.

* * * * *

WHEREAS, by Ordinance 30966 the sum of \$100,000.00 was appropriated for Northwest Area Recreational Improvements, and;

WHEREAS, it was decided to use a portion of said funds for the construction of a swimming pool in the Northwest area known as the Dellview Municipal Pool, and;

WHEREAS, there remains a balance of \$36,580.15 in the Special Projects Account after completion of said improvements; now, THEREFORE:

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

1. The transfer of the sum of \$48,469.85 from Public Improvements Account 30-01-01 to Special Projects Account 11-09-01, Northwest Area Recreation Improvements is hereby authorized.

2. The payment of the sum of \$85,050.00 out of Special Projects 11-09-01 to Commercial Title Company, as escrow agent for Marvin S. Bassett, for title to approximately 189 acres of land that is required for civic use, is hereby authorized. Said 189 acres of land being more fully described in the Warranty Deed which is attached hereto and incorporated herein by reference.

3. The City Manager is hereby authorized to accept a Quitclaim Deed from Marvin S. Bassett to approximately 12 acres of land as a part of the consideration in this transaction, said 12 acres of land being more fully described in the Quitclaim Deed which is attached hereto and incorporated herein by reference.

4. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32021

AUTHORIZING THE TRANSFER OF THE SUM OF \$22,500.00 FROM THE OPERATING CONTINGENCY ACCOUNT 70-01-01 TO SPECIAL PROJECT ACCOUNT 23-02-13, SAN ANTONIO URBAN TRANSPORTATION STUDY; AUTHORIZING THE PAYMENT OF THE SUM OF \$22,500.00 OUT OF SPECIAL PROJECT ACCOUNT 23-02-13, SAN ANTONIO URBAN TRANSPORTATION STUDY, TO THE STATE OF TEXAS FOR SAID STUDY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE STATE OF TEXAS FOR SAID STUDY.

* * * * *

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

1. The sum of \$22,500.00 is hereby authorized to be transferred from the Operating Contingency Account 70-01-01 to Special Project Account 23-02-13, San Antonio Urban Transportation Study.

2. The sum of \$22,500.00 is hereby authorized to be paid out of Special Project Account 23-02-13, San Antonio Urban Transportation Study, to the State of Texas for said study.

3. The City Manager is hereby authorized to execute a contract with the State of Texas, a copy of which is attached hereto and made a part hereof, for said study.

4. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

STATE OF TEXAS §
COUNTY OF BEXAR §

THIS AGREEMENT made this 28th day of January, A.D., 1964, by and between the State of Texas acting by and through its Highway Engineer, Party of the First Part, and the City of San Antonio, a municipal corporation, and the County of Bexar, Parties of the Second Part:

WITNESSETH

WHEREAS, it is the desire of the State of Texas, acting by and through its State Highway Engineer, as evidenced by State Highway Commission Minute No. 53530, a copy of which is attached hereto marked "EXHIBIT A" and made a part hereof, the City of San Antonio and the County of Bexar Acting by and through the proper local officials, as authorized by ordinances and resolution, copies of which are attached hereto marked "Exhibit B" and made a part hereof, to make a comprehensive and continuing Urban Plan as provided in the Federal Aid Highway Act of 1962, in order to provide information on which the routing and design of freeways, expressways, and arterial streets within the limits of the Urban Study Area, as shown on the map attached hereto marked "Exhibit C" and made a part hereof, may be better established. The estimated cost of the first phase of developing such a plan is \$150,000.

1.

SCOPE OF STUDY:

The purpose of this agreement is to provide for a comprehensive planning process to develop a transportation Plan which will serve the needs of the future community and of future traffic. The responsibilities of the Study Group shall include recommendations regarding such a Plan based on the traffic needs and other considerations, but without any commitment or assignment of responsibilities for construction of facilities by various agencies involved. Elements of the Study shall include:

- (a) Population Data (1960 and Projected)
- (b) Land Use Data (Present and Projected)
- (c) The 1956 home-interview survey data will be used for this Study. The survey data, within the 1956 area, will be expanded to 1963 on the basis of current land use.
- (d) All necessary preliminary surveys and investigations in preparation for the above mentioned surveys, coding, tabulating, and analyses thereof, and the preparation and publication of reports of the survey.
- (e) A projection of the data developed in paragraph (c), to the year 1985 and an assignment of the projected travel to an arterial and expressway system.
- (f) Such street and road inventories and parking and accident studies as necessary to develop the Plan.
- (g) Review and analysis of data.
- (h) Development of possible alternate plans for highways and thoroughfares including adoption of standards, tentative layouts, and evaluation of alternatives.
- (i) Special studies, including the effect of large traffic generators, need for transit, and coordination of expressway routes with utilities and other systems; however, in the event that extensive studies of forms of transportation, other than highway transportation, are necessary for proper decisions on this Urban Transportation Plan, such studies are considered

beyond the scope of the Study covered by this contract and such necessary data may be furnished by the local governments or others without any payment or reimbursement from the funds for this Study.

- (j) Selection of the Plan with preliminary cost estimates and priorities of development.
- (k) Preparation and publication of the report.
- (l) Provisions for continuing study, review and up- dating.

2.

CONDUCT OF STUDY:

The Study shall be a cooperative endeavor of the State Highway Department and the City of San Antonio, conducted under provisions of the Federal Aid Highway Act of 1962. An Advisory Committee, composed of representatives of the Highway Department, the City of San Antonio, Bexar County, and the Bureau of Public Roads, will be formed to recommend the essential undertakings for this Study under the terms of this contract. The ten basic elements to be considered in Transportation Planning will be covered in the Study as outlined in the Prospectus. The Planning Manual sets out the general division of responsibility for the various items which will apply except as specifically covered by this contract or as determined to be proper by the Advisory Committee. Coordination of all operations of the Study shall be the responsibility of the Planning Engineer in Charge of the Study.

3.

PERSONNEL:

- (a) The Planning Engineer will be designated by the State Highway Department.
- (b) Engineer, technicians, and other personnel requested by the Planning Engineer, assigned to the Study by the State Highway Department.
- (c) Engineers, planners, technicians and other personnel requested by the Planning engineer and assigned to the Study by the City of San Antonio.
- (d) Other new and temporary employees required for the Study as selected or approved by the Planning Engineer.

4.

OFFICE SPACE:

Required office space will be furnished by either party if available at no cost. If not so available, adequate office space will be rented and such rental and utilities shall be chargeable to the Study.

5.

MAPS, AERIAL PHOTOGRAPHS, PRIOR STUDIES AND OTHER DATA:

All parties of the contract will make available for use of this Study and without charge to the project such maps, aerial photographs, and data that they may now have or for which they have contracted prior to signing of this contract, which data are needed or desired by the Planning Engineer.

6.

PROJECT COSTS:

COSTS WILL INCLUDE:

All necessary costs directly chargeable to the Study in accordance with applicable regulations and approved by the Planning Engineer.

- (a) Any cost incurred by either party prior to issuance of the work order.
- (b) Data needed or desired by the City but ruled to be non-essential to the Study, even though summaries may be included in the report, all as approved by the Planning Engineer.
- (c) Allowance for records, maps or data of any nature possessed by either party hereto, other than the cost of necessary reproduction of the items, as may be necessary and useful to the Study.
- (d) the impact of other possible forms of transportation shall be considered; however, in the event that extensive studies of forms of transportation, other than highway transportation, are necessary for proper decisions on this Urban Transportation Plan, such studies are considered beyond the scope of the Study covered by this contract and such necessary data may be furnished by the local governments or others without any payment or reimbursement from the funds for this Study.

7.

PAYMENT FOR WORK:

The City of San Antonio will transmit to the State with the return of this agreement, executed by the City and County, a warrant made payable to the State Treasurer, Account of Trust Fund No. 927 in the amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00). The Texas Highway Commission has appropriated \$150,000 which amount is the total estimated to be required to cover the first phase of the work expected to be complete during the period

within 12 months after the date of the work order issued by the State Highway department.

The State will reimburse the City for all sums properly paid by them, in connection with the Study, for salaries and expenses of their personnel. Reimbursement for such payments will be made upon receipt of properly certified Form 132, supported by a detail of the incurred. Personnel presently employed by the Texas Highway Department will be paid their salaries and expenses through the customary methods of the Texas Highway Department. Other personnel including new, temporary, and part-time employees, shall be hired and paid for by the State in accordance with the procedure as will be set up to govern in this study with the provision that the Planning Engineer certifies such payrolls, except those of the Planning Survey Division, as originating and to be accounted for in the cost of work covered by this contract.

All other essential costs directly chargeable to the project shall be paid on either Texas Highway Department payrolls or on journal vouchers in accordance with such procedure as may be required, with the provision in all cases that certification as to the fact that it be a proper and true cost chargeable to the Project be made by the Planning Engineer.

8.

COST OF THE PROJECT:

Estimates of the time and funds required for the first phase of this Plan, covering a period of approximately 12 months from the date of the work order, and is expected to result in an agreed upon plan and publication of a first report, but do not provide for subsequent phases necessary for providing the continuing aspect of the planning process. It is the expressed intent of each Party hereto to carry the work to completion in an expeditious manner in order that the results of the Study may be available and usable as soon as possible.

It is expressly understood that the financial obligation of the Parties of the Second Part under this contract shall be the payment of \$22,500.00 provided for in Article 7 above, and that any increase in the scope of the project or the amount of contributions by the Party of the Second Part shall be the subject of an amendment to this agreement, or a separate agreement.

9.

REPORT OF COSTS:

It is agreed that the costs of the Projects shall be currently kept in the Study Office and that as soon as practical after the close of each calendar month or at such designated periods each agency shall furnish a statement of their costs and expenditures to the Study Office. All project costs will be chargeable against HPR-1 (1), Job 1109.

10.

Audits and Inspections:

It is agreed by each of the parties hereto that the accounts, operations and procedures of the Planning Engineer or any forces under his supervision shall be open to audits and inspections of authorized representatives of either of the parties hereto or to authorized representatives of the United States Bureau of Public Roads.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

Party of the First Part
STATE OF TEXAS

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: D. O. Sceer
State Highway Engineer under authority of Commission Minute 30665

Date January 28, 1964
Recommended for execution:

Sam Huff
Engineer of Aid Projects

Planning Survey Engineer

T. S. Huff
Chief Engineer of Highway Design

Parties of the Second Part
City of SAN ANTONIO

BY: B. J. Shelley
City Manager

Date: 1-15-64

ATTEST: J. H. INSELMANN
City Clerk

APPROVED AS TO FORM:

Sam S. Wolf
City Attorney

COUNTY OF BEXAR

BY: Charles W. Anderson
County Judge

Albert A. Pena
County Commissioner

O. E. Wurzbach
County Commissioner

Sam Jorrie
County Commissioner

A. J. Ploch
County Commissioner

Date 1/20/64

ATTEST:
James W. Knight
County Clerk

APPROVED AS TO FORM:

/s/ S. Burton Davis, Jr.
Asst. District Attorney

AN ORDINANCE 32022

GRANTING A LICENSE TO FROST NATIONAL BANK TO CONSTRUCT A TUNNEL UNDER
COMMERCE STREET AND MANIFESTING AN AGREEMENT IN CONNECTION THEREWITH.

* * * * *

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

SECTION 1. This ordinance manifests an agreement between the City of San Antonio and the Frost National Bank of San Antonio, a national banking association, acting by and through its designated officers, hereinafter called "Frost", whereby the City grants to Frost a license to construct and maintain a tunnel under and across Commerce Street at a point between Main Avenue and Flores Streets in accordance with the following terms and conditions:

- a. Said tunnel shall be constructed with dimensions and at the location and depth shown by "EXHIBIT A" attached hereto and incorporated herein, said exhibit being a portion of sheet A2 of the plans for Frost's Auto Bank, prepared by Atlee B. and Robert M. Ayres, approved by City's Director of Housing & Inspections.
- b. The license hereby granted shall be for a term of five (5) years beginning with the date of the adoption of this ordinance, unless terminated at an earlier date pursuant to the terms hereof. Frost shall have the option to extend such term for an additional five-year period by giving written notice of the exercise thereof 30 days prior to the end of the term, and for additional five-year periods not to exceed four by giving notice in the same manner.
- c. Frost shall pay to City the sum of \$25.00 per year on the date hereof and the same amount on the same date each year during the term hereof and of any extension(s).
- d. Frost shall construct and maintain said tunnel in accordance with plans approved by the City's Director of Housing and Inspections, so as to protect the interests of the City and the public in such street right of way, in compliance with State laws and City ordinances and codes, providing for any necessary relocations and adjustments of storm drainage, sanitary sewers and other facilities of the City, of electric or gas facilities of City Public Service Board according to its requirements and of facilities of City Water Board according to its requirements.
- e. Frost shall make any permitted excavations in said street right of way and provide necessary lateral support in a safe and proper manner and shall reconstruct and replace paving, sidewalks, curbing and other publicly-owned facilities displaced thereby according to City ordinances and codes.
- f. All things required or permitted to be done by Frost or its contractor under this license shall be done at the expense of Frost.
- g. The City assumes no liability and no expense by reason of its grant of this license or its exercise by Frost, and the City shall not be liable for any damage caused Frost by reason of construction performed, authorized or permitted hereafter by City Such street right of way.
- h. If it should become necessary that any relocation or adjustment be made in Frost's tunnel constructed under this license, by reason of the exercise of City's rights, powers and/or duties, such relocation or adjustment shall be done at Frost's expense.
- i. Upon any termination of this license pursuant to the terms hereof, Frost shall restore the surface and subsurface of the street right of way described above at its expense upon written notice from City.
- j. Any additional recurring expense, such as maintenance of a sanitary sewer lift station, caused by the construction or the existence of said tunnel, shall be reimbursed to the City by Frost.
- k. Frost agrees to indemnify and hold harmless the City of San Antonio from each and every claim or demand or whatever nature, made by or on behalf of any person, firm or corporation arising out of or in any way connected with the grant of license or its exercise by Frost, its officers, agents, employees or by any person, firm or corporation acting pursuant to a contract with Frost.
- l. Frost shall have the option to terminate this license at any time upon given written notice to the City 30 days in advance of such termination.
- m. Any notice(s) hereunder may be given by U. S. Mail (certified or registered) to the City by addressing: City Manager, City of San Antonio, City Hall, San Antonio, Texas, and to Frost at the address shown below.

SECTION 2. The privileges granted hereunder shall be construed to be only those authorized by pertinent Texas statutes and the City Charter and not to include anything inconsistent with the rights of the public in the aforementioned right of way.

PASSED AND APPROVED this 9th day of January, 1964.

PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32023

GRANTING A LICENSE TO FROST NATIONAL BANK TO OCCUPY SPACE UNDER CERTAIN SIDEWALK AREAS ON MAIN AVENUE, COMMERCE STREET AND FLORES STREET, AND MANIFESTING AN AGREEMENT IN CONNECTION THEREWITH.

* * * * *

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

SECTION 1. This ordinance manifests an agreement between the City of San Antonio and the Frost National Bank of San Antonio, a national banking association, acting by and through its designated officers, hereinafter called "Frost", whereby the City grants to Frost a license, to use and occupy space under sidewalks on certain portions of the right of way of Main Avenue, Commerce Street and Flores Street in accordance with the following terms and conditions:

- a. Such use and occupancy shall be for the basement construction, the top thereof being 24 inches under the sidewalk on Flores Street and 18 inches on the other streets, shown by "Exhibit A" hereto, filed herewith and incorporated herein, said exhibit being a copy of sheet A2 of the plans for Frost's Auto Bank, prepared by Atlee B. and Robert M. Ayres, approved by the City's Director of Housing and inspections.
- b. The license hereby granted shall be for a term of 25 years beginning with the date hereof, unless terminated pursuant to the terms hereof. The City will consider, and Frost may negotiate for, an extension hereof at or prior to the time of the expiration hereof pursuant to the provisions of Article XI of the City Charter.
- c. Frost shall pay to City the sum of \$25.00 per year on the date hereof and the same amount on the same date each year during the term hereof.
- d. Frost shall construct and maintain said basement in accordance with plans approved by the City's Director of Housing and Inspections, so as to protect the interests of the City and the public in such street right of way, in compliance with State laws and City ordinances and codes, providing for any necessary relocations and adjustments of storm drainage, sanitary sewers and other facilities of the City, of electric or gas facilities of City Public service Board according to its requirements and of facilities of City Water Board According to its requirements.
- e. Frost shall make any permitted excavations in said street right of way and provide necessary lateral support in a safe and proper manner and shall reconstruct and replace paving, sidewalks, curbing and other publicly-owned facilities displaced thereby according to City ordinances and codes.
- f. All things required or permitted to be done by the Frost or its contractor under this license shall be done at the expense of Frost.
- g. The City assumes no liability and no expense by reason of its grant of this license or its exercise by Frost, and the City shall not be liable for any damage caused Frost by reason of construction performed, authorized or permitted hereafter by City in such street right of way.
- h. If it should become necessary that any relocation or adjustment be made in Frost's basement constructed under this license, by reason of the exercise of City's rights, powers and/or duties, such relocation or adjustment shall be done at Frost's expense.
- i. Upon any termination of this license pursuant to the terms hereof, Frost shall restore the surface and subsurface of the street right of way described above at its expense upon written notice from City.
- j. The sidewalk abutting Frost's property on Flores Street may be closed by Frost during construction and it shall be reconstructed according to the plan, marked "Exhibit B", filed herewith and incorporated herein.
- k. Frost agrees to indemnify and hold harmless the City of San Antonio from each and every claim or demand or whatever nature, made by or on behalf of any person, firm, or corporation arising out of or in any way connected with the grant of this license or its exercise by Frost, its officers, agents, employees or by any person, firm or corporation acting pursuant to a contract with Frost.
- l. Any notice(s) hereunder may be given by U. S. Mail (certified or registered) to the City by addressing: City Manager, City of San Antonio, City Hall, San Antonio City Hall, San Antonio, Texas, and to Frost at the address shown below.

SECTION 2. The privileges granted hereunder shall be construed to be only those authorized by pertinent Texas statutes and the City Charter and not to include anything inconsistent with the rights of the public in the aforementioned right of way.

PASSED AND APPROVED THIS 9th day of January, 1964.

ATTEST: J. H. Inselmann
City Clerk

W. W. McAllister
M A Y O R

AN ORDINANCE 32024

AUTHORIZING THE TRANSFER OF THE BALANCES IN THE INTEREST AND REDEMPTION FUNDS OF THE GENERAL OBLIGATION BONDS OF 1924 TO FUNDS OF A LIKE NATURE; DIRECTING THAT FUTURE DELINQUENT TAX COLLECTIONS OF TAXES LEVIED FOR BENEFIT OF THE 1924 BONDS BE DEPOSITED FOR THE BENEFIT OF OTHER BONDS OF A LIKE NATURE.

* * * * *

WHEREAS, the last of the General Obligation Bonds issued in 1924 were retired and all principal and interest paid January 1, 1964, and;

WHEREAS, small balances remain in these Interest and Redemption Funds after final retirement of these bonds, and;

WHEREAS, these balances should be applied to the retirement of bonds of a like nature, NOW, THEREFORE:

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

1. The transfer of the balances remaining in the Interest and Redemption Funds, General Obligations Bonds of 1924, from the funds listed below to similar funds as indicated is hereby authorized.

From		To	
Fund #	Name	Fund #	Name
521	Park Improvements of 1924	542	Park Improvements of 1927
522	Street Paving & Markers of 1924	533	Street Paving & Grading of 1926
523	Sanitary Sewers of 1924	534	Storm & Sanitary Sewer Bonds of 1926
524	Fire & Police Stations of 1924	543	Fire & Police Building of 1927
525	Street Opening & Widening of 1924	530	Street Opening & Widening of 1926
526	Bridge Construction of 1924	531	Bridge Construction of 1926
527	Storm Sewers & Drains of 1924	538	Storm & Sanitary Sewers of 1927
528	Flood Prevention of 1924	545	Flood Prevention Bonds of 1927
529	Auditorium Building of 1924	544	Auditorium Bonds of 1927

2. Future delinquent tax collections of taxes levied for the benefit of the 1924 bonds will be deposited for the benefit of other bonds of a like nature as indicated in paragraph 1 above.

3. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32025

MANIFESTING AN AGREEMENT TO TERMINATE A LEASE OF SPACE AT STINSON MUNICIPAL AIRPORT WITH L. R. FERRIS AND AUTHORIZING EXECUTION OF A LEASE OF SAID SPACE TO CALVIN W. MEADOWS.

* * * * *

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

1. This ordinance manifests an agreement between the City and L. F. Ferris to Terminate the lease of space (Lease Area #600-1) at Stinson Municipal Airport, executed pursuant to Ordinance #31117 of February 13, 1963, with W.A. Rodgers and assigned to said L. R. Ferris pursuant to Ordinance 31448 of June 12, 1963, such termination to be effective November 30, 1963.

2. The City Manager is authorized to execute a lease of the aforementioned space to Calvin W. Meadows effective December 1, 1963.

3. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

SAN ANTONIO (STINSON) 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. 32025, adopted January 9th, 1964, (hereinafter called "Lessor"), and Calvin W. Meadows (Hereinafter called "Lessee"), WITNESSETH:

1. DESCRIPTION OF PREMISES DEMISED

The Lessee agrees does hereby and by these presents demise and lease unto Lessee the following premises located at Stinson Municipal Airport (hereinafter called "Airport"), San Antonio, Bexar County, Texas, as shown on Exhibit 2 which is attached hereto and made a part hereof: 624 sq. ft. in the Terminal Building.

2. BASE RENTAL

Lessee agrees to pay Lessor monthly in advance the following rental:
\$360.00 at \$30.00 per month.

3. TERM

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

4. USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other:
operate coffee shop.

5. LIABILITY INSURANCE

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premises, with limits (minimum) for personal injuries of \$10,000 for one person and \$20,000 for one accident \$25,000 (aggregate) products liability, and \$1,000 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 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 provisions: "It is agreed that the insurer shall notify the City Manager of the City of San Antonio of any alteration, renewal or cancellation of this policy, and that this policy shall remain in force until 30 days after such notice is given." Certificate(s) of insurance and/or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk of the City of San Antonio.

6. CONDITION OF PREMISES

A. Lessee acknowledges that he has examined the premises and accepts same in present condition. Lessee shall maintain the premises in a presentable condition consistent with good

B. Lessee may alter or add to the premises only upon written approval by Lessor.

7. TAXES

Lessee shall pay all taxes, license fees and occupation taxes that may be levied on Lessee's business conducted on the premises or upon any of his property used in connection therewith. Delinquency in payment of such obligations shall be cause for termination of this lease by Lessor at its option.

8. UTILITIES

Lessee shall pay for all utilities used on the premises, including installation of meters or facilities in addition to those in place.

9. Quality of Service

A. Lessee shall operate a coffee shop on the premises keeping same open for business twelve hours per weekday except Sundays and holidays as may be authorized by the Director of Aviation in writing.

B. Lessee will conduct such business in compliance with all applicable state and City statutes, ordinances and regulations.

10. ADVERTISING

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

11. ASSIGNMENTS -

LESSEE may not, directly or indirectly, assign, sublet or otherwise transfer this lease or the premises without the written consent of Lessor.

12. ATTORNEY FEES

In event that Lessor is required to file suit to enforce any provision hereof, Lessee shall be liable to Lessor for reasonable attorney's fees and interest on any amount recovered.

EXECUTED this 9th day of January, 1964.

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

ATTEST: J. H. Inselmann
City Clerk

/s/ Calvin W. Meadows, Lessee
939 Sunglo Dr., San Antonio,
Texas (Mailing Address)

-
AN ORDINANCE 32026

AMENDING CHAPTER 21, TITLED ELECTRICAL CODE, OF THE CODE OF ORDINANCES AS PERTAINS TO CERTAIN ELECTRICAL INSTALLATION RULES AND REQUIREMENTS.

* * * * *

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

1. Section 12-90 of the City Code be and the same is hereby amended to read as follows:

Sec. 12-90. Installations to accord with specifications approved by inspectors..

All planned commercial and industrial structures having a general contract of a minimum electrical load of 25 KVA and residences having a building permit evaluation of \$35,000.00 or over shall have the mechanical and electrical plans drawn by a Practicing electrical and/or mechanical Engineer registered and licensed by the State of Texas. These plans and specifications shall be submitted in duplicate for inspection and to be affirmed before being let for bids. A period of a minimum of three (3) days will be required for the approval or the disapproval of plans. No type of permits will be issued until plans and specifications have been submitted and approved. Plans and specifications drawn by a professional engineer and approved by the City of San Antonio shall be the accepted working design for that particular installation and no person of firm shall have the authority to make any changes or alterations of this design. Any changes or alterations shall originate in the office of the Engineer and the plans and specifications will then be resubmitted to the City for approval.

2. Paragraphs, as indicated below, of Section 12-100 of the City Code be and the same are hereby amended as follows:

(A) Residential Wiring:

- (7) Outlets supplying the following appliances shall be connected to a three-wire polarized single receptacle and each of the following appliances shall be on a separate circuit: attic fans, garbage disposal units, dish washers, dryers, washing machines, deep freezers, electric water heaters, electric bathroom heaters, electric ironers, motor-operated heating units and refrigerators (only) which may in addition have a grounded type duplex receptacle adjacent to the outlet supplying the refrigerator.
- (8) Any electrical equipment and/or appliances designed by the manufacturers to be directly connected and approved as such by the Underwriter's Laboratories shall be accepted.
- (9) The grounding of all outlets applies to residential, commercial AND INDUSTRIAL WIRING. Grounding in residential wiring shall be accomplished by the use of 3 wire Romex, having two insulated #12 conductors and one bare conductor of not less than #16 gauge. In commercial and industrial electrical installations made in metallic conduit and having an established continuity it shall still be necessary to supply each outlet and/or receptacle with three conductors, one hot conductor, one neutral conductor, and one ground conductor for 115 Volts or two hot conductors and a ground conductor for 220 Volts. Another method may be employed where a tap is taken from the grounding terminal on a three wire receptacle and the tap is then connected to an approved grounding bushing and/or stud in the outlet box. The neutral conductor shall not be accepted for grounding purpose.

The grounding of residential meter loops to water pipe and/or gas pipe shall be immediately discontinued. The accepted methods shall be a 5/8 inch by 8 feet copper weld rod and top of which shall be driven six inches below grade level.

In locations where the rod cannot be driven vertically, then it shall be laid horizontally beside the grade beam or in any of the utility ditches. Each ground rod installations shall be checked and tested for an established continuity.

- (29) Pull boxes shall not be installed in attics or under buildings unless the space where this installation is made is readily accessible. Pull boxes used on underground installations shall be cast iron with threaded hubs and waterproof bolted access covers and shall be brought up to grade level. In addition pull boxes on underground installations shall be filled with an approved compound. Outlet boxes provided in ceiling fixtures shall be supported by an approved metal hanger bar and shall be equipped with a 3/8" fixture studs. Ceiling and wall outlets for fixtures warranting greater support than can be obtained by a 3/8" stud, shall be provided with hangers designed to sustain the greater weight and shall be equipped with 1/2" studs. No wood headers will be accepted. These requirements shall apply to all electrical installations -- Residential, Commercial and Industrial.

(B) Commercial Wiring.

- (6) Conductor in multiple shall be in sizes of 1/0 to 1,000,000 CM inclusive, and may be run in multiple provided they are the same length and have the same circular mil area and the same type of insulation. Only two (2) conductors per phase shall be permitted in services and/or service wiring gutters. Where more than two (2) conductors are required then this installation shall be made in Bus Duct or a fabricated Galvanized Iron Cutter of sufficient length, width and depth to extend the full length of this installation. The Bus Bars shall be in a staggered position and will extend the full length of the gutter with ample space provided on all sides for the arrangement of conductor taps.
- (10) The size of the feeder conductors shall be such that the voltage drop up to the final distribution point for the load will not be more than three per cent for power loads, and not more than one percent for lighting loads or not more than one per cent for combined lighting and

power loads. Weatherproof Distribution Panel Boards and/or switch Boards designed as such by the manufacturer and approved by the National Board of fire Underwriters and carrying a U. L. Label may be installed in lieu of a gutter and a battery of switches on the exterior of structures for single-family, multi-family occupancy - commercial and industrial installations. Distribution Panel Boards and/or Switch Boards having an assembly of over six switches shall have a main switch or breaker of sufficient capacity, equipped with an externally operated handle installed ahead of the distribution panel and/or switch board or as an integral part of the assembly. In this type of installation it will not be necessary for the branch switches and/or breakers to be equipped with externally operated handles. The interpretation of a distribution panel board and/or switch board is a device that supplies electrical energy through feeders and/or sub feeders to branch circuit panel boards - power panels and individual motors.

- (16) All normal lighting and receptacle branch circuits shall be designed on a 15 ampere or 20 ampere basis and the loading shall not be in excess of 12 amperes on a 15 ampere circuit or 16 amperes on a 20 amperes circuit. Circuits of greater capacity will not be permitted for normal lighting or receptacle loads.
- (18) Branch circuits will not be limited to the number of outlets per circuit, but shall be calculated on an ampere basis except lighting circuits with fixtures having unlimited lamping capacity shall be limited to six lights per circuit. The authority enforcing this code may permit a diversity on receptacle circuits, depending on the type of occupancy and the nature of the load.

(E) Industrial Wiring.

- (5) The grounding of all outlets applies to residential, Commercial And industrial wiring. Grounding in residential wiring shall be accomplished by the use of 3 wire Romex, having two insulated #12 conductors and one bare conductor of not less than #16 Gauge. In commercial and industrial electrical installations made in metallic conduit and having an established continuity it shall still be necessary to supply each outlet and/or receptacle with three conductors, one hot conductor, one neutral conductor, and one ground conductor for 115 volts or two hot conductors and a ground conductor for 220 volts. Another method may be employed where a tap is taken from the grounding terminal on a three wire receptacle and the tap is then connected to an approved grounding bushing and/or stud in the outlet box. The neutral conductor shall not be accepted for grounding purpose.

The grounding of residential meter loops to water pipe and/or gas pipe shall be immediately discontinued. The accepted methods shall be a 5/8 inch by 8 feet cooper weld rod and top of which shall be driven six inches below grade level. In locations where the rod cannot be driven vertically, then it shall be laid horizontally beside the grade beam or in any of the utility ditches. Each ground rod installation shall be checked and tested for an established continuity.

- (6) Underground services or feeders employing the use of Fiber Duct or Transit conduit shall be encased in a three (3) inch envelope of concrete. The only exception to this rule is Kraloy-PVC- Electrical or similar and equal approved Plastic Conduit which does not require concrete. All Plastic Conduit shall be approved and shall be of the thick wall type. All underground services or feeders consisting of direct burial conductors or cable and/or conductors encased in any type of conduit shall be buried to a minimum depth of two (2) feet. Any direct burial cable or trench lay conductors passing under any type of structure, sidewalk, street, alleyway and/or parking area shall have that portion of the cable or conductors encased in some form of electrical conduit. This conduit shall protrude beyond the line of structure, sidewalk, street, alleyway and/or parking area not less than two (2) feet. Kraloy PVC Electrical or similar and equal approved thick wall plastic Conduit is approved for concrete encasements (slabs) and all interior installations. Where plastic conduit on exposed installation is used, it shall be supported with approved hangers or pipe straps every 4 1/2 feet. All plastic and/or non-metallic conduit shall carry a bare copper grounding conductor through the entire system.
- (7) Conductor in multiple shall be in sizes of 1/0 to 1,000,000 CM inclusive, and may be run in multiple provided they are the same length and have the same circular mil area and the same type of insulation. Only two (2) conductors per phase shall be permitted in services and/or service wiring gutters. Where more than two (2) conductors are required then this installation shall be made in Buss Duct or a fabricated Galvanized Iron Gutter of Sufficient length of this installation. The Buss Bars shall be arranged in a staggered position and will extend the full length of the gutter with ample space provided on all sides for the arrangement of conductor taps.

Where the paralleled conductors are installed in two or more conduits, all legs or phases and neutral of the circuit must be placed in each conduit.

In the case of the three-phase four-wire delta circuit where the three-phase loading is less than the single-phase loading and multiple conductors and use for the single-phase load, then the third phase or high leg conductor may be sized according to the three-phase load only and need not be in multiple except that if the paralleled conductors are run in two or more conduits, then a full complement of all phase conductors and neutral must be run in each conduit and arranged for equal division of current through the paralleled conductors of the respective phases.

The neutral conductor may be reduced in size compared with the respective phase conductors according to the National Electrical Code rule 2203 g., and does not have to be run in multiple when in company with multiple phase conductors, except when multiple conductors are run in more than one conduit.

(12) Weather-proof Distribution Panel Boards and/or Switch Boards designed as such by the manufacturer and approved by the National Board of Fire Underwriters and carrying a U. L. Label may be installed in lieu of a gutter and a battery of switches on the exterior of structures for single-family, multi-family occupancy - commercial and industrial installations. Distribution Panel Boards and/or Switch Boards having an assembly of over six switches shall have main switch or breaker of sufficient capacity, equipped with an externally operated handle installed ahead of the distribution panel and/or switch board or as an integral part of the assembly. In this type of installation it will not be necessary for the branch switches and/or breakers to be equipped with externally operated handles. The interpretation of a distribution panel board and/or switch board is a device that supplies electrical energy through feeders and/or sub feeders to branch circuit panel boards - power panels and individual motors.

(13) Panel Board shall be installed in a readily accessible location. No panel boards will be permitted on the exterior of any structure. Branch circuit panel boards shall be installed in each dwelling unit where more than two (2) circuits are required to carry the load. This will include single family dwellings, two family dwellings or duplex, apartment houses, apartment hotels and motels. Each panel board shall be served by an individual feeder and/or branch feeder and shall be protected by a fused disconnect SW or breaker for each panel board. A Second SW or breaker on the opposite end of a panel feeder will not be necessary except in extreme cases where the distance is great or in the event that the SW or breaker is not accessible to the owner or tenant. Not more than one (1) set of feeder conductors will be permitted in a single run of conduit. Branch circuits shall be properly numbered and identified and this identification shall be permanently attached to the inside of each panel board. Not more than forty-two (42) Branch circuits will be permitted in a single panel board. Not more than forty-two (42) circuits may be served by one disconnect SW or breaker.

(20) Branch circuits will not be limited to the number of outlets per circuit, but shall be calculated on an ampere basis except lighting circuits with fixtures having unlimited lamping capacity shall be limited to six lights per circuit. The authority enforcing this code may permit a diversity on receptacle circuits, depending on the type of occupancy and the nature of the load.

(J) Wiring Tables.

TABLE 10- RESIDENTIAL PANELBOARD FEEDERS:

The following table shall apply for panelboard service or feeder conductors, fuses and switch or circuit breaker.

TABLE FOR LIGHTING PANEL SERVICE OR FEEDER CONDUCTORS, FUSES AND SWITCH OR CIRCUIT BREAKER

15 Amp. Cts. Ma. 12A Ea.	Size of Panel Feeder and amperes	Maximum Feeder Fuse	Size of Feeder Switch
2	8 (40)	20	30
4	6 (55)	35	60
6	6 (55)	40	60
8	6 (55)	50	60
10	6 (48)	60	60
12	4 (58)	70	100
14	4 (68)	70	100
16	3 (78)	90	100
18	2 (86)	100	100
20	1 (96)	100	100
22	1 (106)	125	200
24	1 (110)	125	200
26	1/0 (110)	125	200
28	1/0 (125)	125	200
30	1/0 (125)	125	200

- (1) Based on Type R or TW - 60°C.Wire
- (2) When other types of conductors are to be used, then the size may be adjusted.
- (3) The percentage and value for a single family electric range shall be calculated as 70 per cent of load factor.

3. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32027

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF CARPENTER PAPER COMPANY AND STANDARD SUPPLY COMPANY, INC. TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN CUSTODIAL PAPER PRODUCTS FOR A TOTAL OF \$2,289.10.

* * * * *

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

1. The attached low qualified bids of Carpenter Paper Company and Standard Supply Company, Inc. dated January 3, 1964 to furnish the City of San Antonio various Departments with certain items of custodial paper products for a total of \$2,289.10 is hereby accepted as follows:

Carpenter Paper Co. 519 N. Medina St. 225 CS. C-Fold Towels @\$5.72 Less 2%-10th	\$1,287.00		
Standard Supply Company, Inc. 307 S. Salado St. 110 CS. Std. Roll Toilet Tissue @\$9.11-Less 2%-15 Days	<table border="0"> <tr> <td style="text-align: right;">1,002.10</td> </tr> <tr> <td style="text-align: right; border-top: 1px solid black;">\$2,289.10</td> </tr> </table>	1,002.10	\$2,289.10
1,002.10			
\$2,289.10			

2. Payment to be made as follows from General Fund 1-01 Account No. 11-02-01

Account No. 11-02-01	-	\$ 741.50
" " 12-02-03	-	1,547.60
		2,289.10

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 9th day of January, 1964,

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32028

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF HEMPHILL McCOMBS, INTERNATIONAL HARVESTER AND JORDAN FORD, INC. TO FURNISH THE CITY OF SAN ANTONIO WITH CERTAIN MOTOR TRUCKS FOR A NET TOTAL OF \$71,578.40.

* * * * *

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

1. The attached low qualified bids of Hemphill McCombs, International Harvester Company AND Jordan Ford, Inc. dated December 31, 1963 to furnish the City of San Antonio various departments with certain motor trucks for a total of \$71,578.40 is hereby accepted as follows:

HEMPHILL McCOMBS 1025 San Pedro Ave.	\$61,115.00		
Items #1, #4, #5 and #7			
INTERNATIONAL HARVESTER CO. 147 W. Hicks Ave. Item #9	5,416.40		
JORDAN FORD, INC. 615 So. St. Marys St.			
Items #2 and #3	<table border="0"> <tr> <td style="text-align: right;">5,047.00</td> </tr> <tr> <td style="text-align: right; border-top: 1px solid black; border-bottom: 1px solid black;">\$71,578.40</td> </tr> </table>	5,047.00	\$71,578.40
5,047.00			
\$71,578.40			

2. PAYMENT to be made as follows:

<u>Account No.</u>	<u>Fund</u>	<u>Amount</u>
07-04-01	1-01	\$ 5,416.40

<u>Account No.</u>	<u>Fund</u>	<u>AMOUNT</u>
09-02-01	1-01	\$16,778.00
09-03-02	1-01	1,485.00
09-04-02	1-01	35,415.00
09-05-01	1-01	2,970.00
09-06-01	1-01	1,485.00
11-02-01	1-01	2,900.00
11-03-09	1-01	1,485.00
12-02-01	8-01	1,649.00
23-02-03	1-01	1,995.00
		<u>\$ 71,578.40</u>

- All other bids received on the above items are hereby rejected.
- PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

*Amended
ord 33808 10-28-65
Amended ord 34658
1-27-66*

AN ORDINANCE 32029

ACCEPTING THE BID OF AND AWARDING THE CONTRACT TO POW-R-Kart of Texas, INC. FOR THE ELECTRIC GOLF CART CONCESSION AT BRACKENRIDGE GOLF COURSE FOR A TWO YEAR PERIOD COMMENCING 30 days AFTER ACCEPTANCE BY CITY COUNCIL.

* * * * *

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

- The bid of Pow-R-Kart of Texas, Inc. for the electric golf cart concession for a two-year period commencing 30 days after acceptance by Council at Brackenridge Golf Course is hereby accepted and the award of a contract therefor to said corporation is hereby made.
- The contract is attached hereto and made a part thereof.
- PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32030

DIRECING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 98 BICYCLES, 24 FRAMES, AND ASSORTED PARTS IN THE POSSESSION OF THE POLICE DEPARTMENT NOT OWNED OR CLAIMED BY THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, under the provisions of Section 2-12, San Antonio City Code, the Police Department has reported that there is in their possession certain personal property consisting of 98 bicycles, 24 frames, and assorted parts not owned or claimed by the City of San Antonio; and,

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

WHEREAS, said property on which there are charges unpaid and due the City has been in the possession of the Police Department in excess of sixty (60) days and is unclaimed; NOW, THEREFORE:

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

- Said property consisting of 98 bicycles, 24 frames and assorted parts described in the aforesaid schedule is hereby ordered to be sold at public auction, the day, hour and place of which is hereinafter specified, and provided that this ordinance shall be published twice within a ten-day period in the "Commercial Recorder" giving notice of the time, terms and conditions of such sale.
- Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representative are in the best interest of the City; said sale of these items is to be held at the Police Storage lot at 406 S. Laredo beginning January 25, 1964, between the hour of 9:00 A.M. and 12:00 Noon, and during the same hours on each succeeding business day thereafter until all said property has been disposed.
- Said property may be redeemed by the owner at any time prior to its sale by satisfying the Chief of Police of the true ownership thereof and the payment of the cost of the storage and care thereof and all other expenses in connection therewith.
- Said property shall be sold as is, and a bill of sale, if requested, shall be given to the purchaser, but no title transfer or title papers of any nature can be given.
- Within five days after said sales have been completed, the Chief of Police shall make a report thereof under oath to the Controller of the City and shall account for the money received at said sale in the same manner as is prescribed for him to account for all

other monies that may come into his custody as Chief of Police.

6. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32031

AMENDING THE SECOND SENTENCE OF PARAGRAPH (O), SECTION 36-10 OF THE CITY CODE TO PROVIDE FOR THE PAYMENT OF THE REQUIRED STREET LIGHT CHARGE TO THE CITY OF SAN ANTONIO.

* * * * *

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

1. The second sentence of Paragraph (O), Section 36-10 of the City Code is hereby amended to read as follows:

"The subdivider shall pay to the City of San Antonio, the sum of Twenty-five dollars toward the cost of each street light required within or adjacent to the subdivision under the terms of this Chapter."

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32032

AMENDING ORDINANCE 31791 thereby authorizing THE BOARD OF EQUALIZATION 37 WORKING DAYS INSTEAD OF 36 WORKING DAYS.

* * * * *

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

1. Paragraphs 3 and 4, Ordinance 31791, passed and approved September 26, 1963, be and the same are hereby amended to read as follows:

3. The Board of Equalization shall meet on October 7, 1963 and shall complete its work by January 6, 1964.

4. The members of said Board shall be apid \$50.00 per day for each day devoted to their duties as board members, provided that no member shall be paid for more than 37 working days.

2. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32033

AMENDING THE PAY SCHEDULE FOR THE CITY OF SAN ANTONIO AS ADOPTED IN THE CITY BUDGET FOR FISCAL YEAR 1963-1964 on JULY 24, 1963.

* * * * *

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

1. The pay Schedule for the City of San Antonio as adopted on July 24, 1963 in the City Budget for Fiscal Year 1963-1964, effective as of August 1, 1963, is hereby amended in accordance with Exhibit No. 1 attached hereto and made a part hereof.

2. Said Pay Schedule is amended to add the following pay ranges, with the increments shown:

RANGE NUMBER	A	B	C	D	E	F	G
45	1,100	1,150	1,200	1,250	1,300	1,350	1,400
46	1,150	1,200	1,250	1,300	1,350	1,400	1,450
47	1,200	1,250	1,300	1,350	1,400	1,450	1,500
48	1,250	1,300	1,350	1,400	1,450	1,500	1,550

3. Said Pay Schedule is amended to change the pay range for the position of Director of Public Health to Range 48 as shown above.

4. PASSED AND APPROVED this 9th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32034

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 said Section 2 shall hereafter include the following described changes in classification and the re-zoning of the here-inbelow designated property, to-wit:

(Case No. 1935)

The rezoning and reclassification of property listed below as follows:

Lots 15 thru 29, inclusive, NCB 13607 and Lots 7 thru 10, and that part of Lots 11 and 12, NCB 13198 not presently zoned "D" Apartment District from Temporary "A" Residence District to "D" Apartment District; Lots 3, 4, 5 and 6 and that portion of Lot 2, NCB 13198 not presently zoned "JJ" Commercial, Lots 1 thru 14, inclusive, NCB 13607, and Lots 4, 5 and that part of Lots 2 and 3, NCB 13197 not presently zoned for "JJ" Commercial from Temporary "A" Residence District to "JJ" Commercial District; and Lots 6 thru 20, inclusive, NCB 13197 from Temporary "A" Residence District to "L" Manufacturing District.

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

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

4. PASSED AND APPROVED this 16th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32035

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 CE RTAIN 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 REGULATIONA 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 andthe re-zoning of the hereinbelow designated property, to-wit:

(Case No. 1937)

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

That portion of Lot 1, NCB 8567 not presently zoned "D" Apartment.

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

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

4. PASSED AND APPROVED THIS 16th day of January, A.D., 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32036

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. 898)

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

Lots 24, 25 and 26, NCB 11875

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

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

4. PASSED AND APPROVED this 16th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32037

✓ AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF BEXAR FOR THE RENTAL OF VOTING MACHINES AT THE RATE OF \$20.00 PER MACHINE, PLUS TRANSPORTATION EXPENSES, SAID MACHINES BEING REQUIRED FOR THE CITY BOND ELECTION OF JANUARY 28, 1964.

* * * * *

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

1. The City Manager is hereby authorized to execute an agreement with the County of Bexar for the rental of voting machines for the January 28, 1964, City Bond Election, under the following terms and conditions:

- a. Rental Fees for the voting machines shall be \$20.00 per machine plus transportation cost.
- b. The County of Bexar Will provide three (3) mechanics for the setting-up of the machines and servicing of the same on election day.
- c. The City will provide necessary transportation, in radio controlled vehicles, for the mechanics on election day.
- d. The City will provide all printing that is necessary and all necessary typing, envelopes and other items needed at the polling places.
- e. The County of Bexar will provide the transportation for the machines (After taking public bids) with an insured carrier (Providing for full coverage of any damage that might occur to the voting machines) to places provided by the City.
- f. During the set-up period the City will inspect all of the machines before sealing.
- g. Pay of the rental fee, as provided for above, to be made upon the rendering of the bill by the County of Bexar after the election.

2. Payment for the rental of the said machines is hereby authorized out of General Fund Account 03-02-01 Code 2-10.

3. PASSED AND APPROVED this 16th day of January, 1964.

ATTEST: J. H. Inselmann
City Clerk

John Gatti
MAYOR PRO-TEM

AN ORDINANCE 32038

APPOINTING THE MANFRED GERHARDT AS A MEMBER OF THE SAN ANTONIO TRANSIT BOARD OF TRUSTEES FOR A TERM ENDING DECEMBER 31, 1971.

* * * * *

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

SECTION 1. Manfred Gerhardt is hereby appointed as a member of the San Antonio Transit Board of Trustees to serve for a term ending December 31, 1971, to take the place of Ellis M. Wilson, whose term expired December 31, 1963.

2. PASSED AND APPROVED this 16th day of January, 1964.

John Gatti
M A Y O R
PRO-TEM

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32039

ACCEPTING A DEDICATION DEED TO 7.02 ACRES GRANTED BY OGDEN B. KLEIN AND WIFE.

* * * * *

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

Section 1. The Dedication Deed to 7.02 acres of ground out of NCB 11,153 and being more particularly described in the deed which is attached hereto and incorporated herein by reference, granted by Ogden B. Klein and wife, Gladys Nell Klein, is hereby accepted.

PASSED AND APPROVED this 23rd day of January, 1964

W. W. McAllister
M A Y O R

ATTEST: J. H. INSELMANN
City Clerk

DEDICATION

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That I/we, OGDEN B. KLEIN and wife, GLADYS NEEL KLEIN, hereinafter called the grantor, hereby declare our intention to make a dedication, and we do hereby grant, convey and dedicate, to the city of San Antonio, for and in consideration of the benefits which will accrue to grantor, to grantor's other property, and to the public generally, the following described parcel of land: A certain tract of land containing SEVEN and TWO HUNDREDS (7.02) ACRES out of the southeast part of a tract formerly owned by Helen Vignes out of Manuel Leal Survey 30, Abstract 419, County Block 4287, and now being a part of New City Block 11,153, Said tract lies on both sides of a six mile creek and fronts on the west side of South Flores Road, in the City of San Antonio, Bexar County, Texas, and said 7.02 Acres being more particularly described as follows: BEGINNING at a concreys monument on the west line of South Flores Road for the Northeast Corner of said 7.02 Acres and being the Southeast Corner of Block 57, in New City Block 12,621, according to plat of Bellaire Section Thirteen, recorded in Volume 3700, Page 278, Plat Records Bexar County, Texas; a concrete monument, the Southeast corner of this Tract; THENCE with south line of Pierce & Klein tract, formerly the Helen Vigness tract, North 89° - 49' - 50" West, 1701, 22 feet to an iron pipe, the Southwest Corner of this tract;

THENCE North 17° - 09° - 30" West, 176.74 Feet to a concrete monument on the south line of a 15.0 Foot Alley, the Northwest Corner of this tract;

THENCE with south line of said 15.0 Foot Alley, and also with the South line of New City Block 12,621, North 89° - 21' East, 1675.00 Feet to the PLACE OF BEGINNING.

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

TOGETHER with all the right, title, claim and interest whatsoever of grantor(s), and their heirs, representatives, successors and assigns, forever, in and to the above described property, to the used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines.

WITNESS my/our hand(s) this 16th day of December, A.D., 1963.

/s/ Ogden B. Klein

/s/ Gladys Nell Klein

AN ORDINANCE 32040

APPROPRIATING THE SUM OF \$9,660.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT-OF-WAY FOR U. S. 90 WEST PROJECT AND ACCEPTING THE ONE DEDICATION

for HOME AVENUE DRAINAGE PROJECT.

* * * * *

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

1. The sum of \$9,660.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right-of-way as follows:

a. \$4,450.00 payable to Stewart Title Company as escrow agent for Mercedes Percida Rodriguez, et al, and Joseph H. Wesp, Administrator of the Estate of Stella L. Percida, decedent, for a Warranty Deed and a Guardian's Deed to the West 199 feet of East 398 feet of South 42 feet of Lot 9, and West 199 feet of East 398 feet of North 174.5 feet of Lot 10, Block 8, NCB 8084, being Parcel 399-4699 and 400-4700.

b. \$1,395.00 payable to Stewart Title Company as escrow agent for Martina E. Rodriguez, a widow, for title to 0.4221 of one acre of land, more or less, in New City Block 1371, being parcel 409-4709.

c. \$1,965.00 payable to Stewart Title Company as escrow agent for Tules Eguia for title to 0.3046 of an acre of land, more or less, same being the North 50.00 feet of the West 265.40 feet of Lot 38, Block 5, New City Block 11,370, being Parcel 415-4715.

d. \$1,850.00 payable to Stewart Title Company as escrow agent for Eloise Blair O'Meara, a widow, for title to Lots 1 and 5, Block 5, New City Block 11323, being Parcels 492-4792 & 495-4795.

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

2. Dedication of the South 10 feet of Lot 3, NCB 6086, granted by Glen E. Porter, for a storm drainage easement for the Home Avenue Drainage Project is hereby accepted. A copy of said Dedication is filed herewith and incorporated herein by reference.

3. PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

Parcel: Misc. Easements
& Dedications

PROJECT: Home Avenue
Drainage

STORM DRAINAGE EASEMENT
(Dedication)

state of texas
county of Bexar

KNOW ALL MEN BY THESE PRESENTS:

That I, GLENN PORTER 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 Storm Drainage right of way, over, across, and upon the following described lands located in Bexar County, Texas, to-wit:

The South 10 feet of Lot 3, N.C.B. 6086, in the City of San Antonio, Bexar County, Texas.

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 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 10th day of January, A.D., 1964.

/s/ Glen E. Porter

AN ORDINANCE 32041

AUTHORIZING THE CITY MANAGER TO EXECUTE REQUIRED MEMORANDUMS OF AGREEMENT, DEEDS AND OTHER PAPERS NECESSARY FOR THE CONVEYANCE OF CERTAIN SURPLUS CITY OWNED PROPERTY LYING WITHIN THE LIMITS OF I H 10 EXPRESSWAY, TO THE STATE OF TEXAS FOR A CONSIDERATION OF \$15,090.00.

* * * * *

WHEREAS, in the late 1950's, the City purchased certain tracts of land for U. S. 81 South (I H 35) expressway, and;

WHEREAS, due to the small size and irregular shape of certain portions of these tracts they were held rather than being offered for sale to adjacent owners since the parcels were within the proposed I H 10 - I H 35 Interchange, and;'

WHEREAS, these parcels are now surplus to the city's needs and the State of Texas has offered a fair price of \$15,090.00 for these 8 parcels, NOW, THEREFORE:

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

Sec. 1. The City Manager is hereby authorized to execute the required memorandums of agreements, deeds and other papers necessary to convey the following parcels of land to the State of Texas for a consideration of \$15,090.00.

State Parcel #.	Lot No.	Block No.	NCB No.	Purchase Price
64	Pt. of 11		6488	\$ 125.00
65	Pt. of 14		6488	120.00
66	Pts. of 7 & 19 & all of 8 thru 12 & 20 thru 24	13	2632	12,500.00
109	Pts. of 1 & 2	12	2640	625.00
110	Pts. of 1 & 2	12	2640	675.00
116	Pts. of 26	12	2640	20.00
126	Pts. of 13 & 14	11	2649	850.00
183	Pt. of 4	5	3900	175.00

PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32042

AUTHORIZING AND DIRECTING THE FORFEITURE OF THE \$100.00 CASH DEPOSIT BY ERNEST HOLUB, AS A BOND FOR LIQUIDATED DAMAGES, FOR HIS FAILURE TO COMPLETE THE CONTRACT ENTERED INTO WITH THE CITY ON SEPTEMBER 26, 1963.

* * * * *

WHEREAS, Ordinance 31767, dated September 26, 1963 made and manifested a bill of sale to Ernest Holub, for certain City-owned improvements Located at 2351 Frio City Road, and;

WHEREAS, this sale to Mr. Holub required that he remove all improvements and remove all trash and rubbish from the property within 60 days from September 26, 1963, and;

WHEREAS, Mr. Holub was required to post a \$100.00 cash bond which was to serve as liquidated damages in the event to failed to comply with his agreement to remove the said improvements, trash and rubbish, and;

WHEREAS, AS of this date Mr. Holub has not only failed to remove all trash and rubbish but has failed to demolish and remove parts of a concrete block building from the property at 2351 Frio City Road; NOW, THEREFORE:

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

SECTION 1. It is hereby authorized and directed that the \$100.00 cash deposit posted by Ernest Holub, to insure his compliance with the provisions of the contract of sale authorized by Ordinance 31767, dated September 26, 1963, be and the same is hereby forfeited as the said Ernest Holub has failed to remove all improvements, trash and rubbish from 2351 Frio City Road within the specified time.

PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32043

APPROPRIATING THE SUM OF \$425,000.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS, 1961, #479-16, TO BE PAID BY TWO SEPARATE CHECKS, one of which is IN THE AMOUNT OF \$385,000.00 PAYABLE TO ROBERT E. LUCEY, ARCHBISHOP OF THE ARCHDIOCESE OF SAN ANTONIO AND THE OTHER IN THE AMOUNT OF \$40,000.00 PAYABLE TO GUARDIAN ABSTRACT AND TITLE COMPANY AS ESCROW AGENT FOR ROBERT E. LUCEY, ARCHBISHOP OF THE ARCHDIOCESE OF SAN ANTONIO FOR THE PURCHASE OF CERTAIN PROPERTY BOUNDED BY WEST KIRK PLACE, GROTHUES PLACE, WEST HARRIMAN STREET, NEIMEYER STREET, DARBY BLVD. AND THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, BEING KNOWN AS ST. JOHN BERCHMAN'S CHURCH AND SCHOOL, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, FOR RIGHT OF WAY PURPOSES FOR KELLY ACCESS HIGHWAY.

* * * * *

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

The sum of \$425,000.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16, to be paid by two separate checks, one of which is in the amount of \$385,000.00 payable to Robert E. Lucey, Archbishop of the Archdiocese of San Antonio and the other in the amount of \$40,000.00 payable to Guardian Abstract and Title Company as escrow agent for Robert E. Lucey, Archbishop of the Archdiocese of San Antonio, for the purchase of certain property bounded by West Kirk Place, Grothues Place, West Harriman Street, Neimeyer Street, Darby Blvd.

and the Southern Pacific Railroad right of way, being known as St. John Berchman's Church and School, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, for right of way purposes for Kelly Access Highway, both checks to be delivered to said escrow agent to be paid pursuant to the terms of the Sales Agreement therefor, a copy of which is attached hereto and incorporated herein. The City Manager is hereby authorized to execute said Sales Agreement.

PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32044

APPROPRIATING THE SUM OF \$3,250.00 OUT OF STORM SEWER AND DRAINAGE BONDS, 1957, FUND 479-13 AND AUTHORIZING PAYMENT THEREOF TO SOUTHERN PACIFIC COMPANY FOR AN EASEMENT FOR STORM DRAINAGE PROJECT 9 AND 9A.

* * * * *

WHEREAS, by a Resolution dated July 14, 1960, the City accepted an Easement Dedication across certain properties of the Southern Pacific Company in connection with Storm Drainage Project 9 and 9A, and;

WHEREAS, this Easement Dedication was to be without cost to the City, provided the City would close and quitclaim to the Southern Pacific Company portions of undeveloped streets lying within the boundaries of their property, charging the railroad on the same square foot basis as used in our appraisal of the easement in question, which was \$3,250.00, and;

WHEREAS, it was mutually agreed that if the proposed closing and abandoning of the undeveloped streets could not be accomplished, the City would pay the Southern Pacific Company the sum of \$3,250.00 for the easement, and;

WHEREAS, it was mutually agreed that if the proposed closing and abandoning of the undeveloped streets could not be accomplished, the City would pay the Southern Pacific Company the sum of \$3,250.00 for the easement, and;

WHEREAS, the Southern Pacific Company has decided that they cannot complete the closing of the streets to their satisfaction in connection with the plans proposed by the Planning Department and are therefore abandoning the project, NOW, THEREFORE:

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

SECTION 1. The sum of \$3,250.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, Fund #479-13 and payment is authorized to the Southern Pacific Company for an easement for Storm Drainage Project 9 and 9A, being Parcels 3859 thru 3868, 3878 thru 3898 and 3900 thru 3904.

PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32045

AMENDING SECTIONS 36-24, 36-25, 36-26.1 AND 36-27, CHAPTER 36, "SUBDIVISIONS" OF THE CITY CODE WITH RESPECT TO SECURITY FOR PERFORMANCE OF SITE IMPROVEMENTS, AND REPEALING SECTION 36-26 THEREOF.

* * * * *

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

1. Section 36-24 of the City Code of the City of San Antonio be and the same is hereby amended by adding the following:

(D) PERFORMANCE AGREEMENT . When Site improvements other than water, gas and electric lines are involved in a plat, and instrument furnished by subdivider TO GUARANTEE CONSTRUCTION of uncompleted and unaccepted site improvements will be submitted in substantially the following form.

PERFORMANCE AGREEMENT

I, _____, do hereby agree that if the proposed plat of _____ (name OF subdivision), filed by me for approval on the _____ day of _____, 19_____

is approved by the planning commission of the City of San Antonio, Texas, The Director of planning of said city may retain said plat in his possession without recording same until I have either completed all site improvements and same have been accepted by the City of San Antonio, or filed with the director of planning one of the following forms guaranteeing that all such improvements will be constructed within three years, without extension except as hereinafter provided, from the date of execution of performance bond, trust agreement, performance bond and/or cash or cash or cashier's check when estimated cost of site improvements does not exceed \$2,500.00, or notification to the director of planning to retain said plat until all site improvements are completed, as hereinafter listed:

- (1) A performance bond, meeting the requirements and substantially in the form set forth in Section 36-25 (A) (1) of this Chapter, in an amount equal to the cost, as estimated by the Director of public works, of the uncompleted and unaccepted site improvements.
- (2) A trust agreement, meeting the requirements and substantially in the form set forth in Section 36-25 (A) (2) of this Chapter, in an amount equal to the cost, as estimated by the director of public works, of the uncompleted and unaccepted site improvements.
- (3) A performance bond complying with the requirements prescribed in Section 36-25 (A) (1) in the sum of \$2,500.00, plus a deposit in the form of cash or a cashier's check in an amount equal to ten per cent (10%) of the amount by which the cost of the uncompleted and unaccepted improvements, as estimated by the director of public works, exceeds \$2,500.00. PROVIDED however, that this provision for security in combination of a \$2,500.00 bond and cash or cashier's check deposit shall only apply and be available in the event the total estimated cost of site improvements does not exceed \$40,000.00.
- (4) When the estimated cost of site improvements does not exceed \$2,500.00, a performance bond complying with the requirements prescribed in Section 36-25 (A) (1) in an amount equal to the cost of such site improvements, or cash or cashier's check in such amount deposited with the director of planning.

In any event, I fully understand and agree that, in addition, to the requirement for a performance bond, trust agreement, performance bond and/or cash or cashier's check deposit, or agreement to complete and accept the site improvements before the plat is recorded, as hereinbefore stated, I, the undersigned subdivider shall be liable to the City of San Antonio that all site improvements will be completed and accepted by the city within the time provided herein, except, however, that should the completion of such site improvements be delayed by reason of a general strike of employees involved, or by any injunction or other court action, or by a national emergency declared by the President of the United States, subdivider shall be entitled to an extension of time equal to the time of such delay, which extension of time shall be fixed finally by written certificate made by the director of public works; it being expressly declared that no such allowance of time will be made unless claimed by subdivider and allowed and certified in writing by the Director of Public works at the end of each period of such delay.

I further fully understand and agree that if, at any time, construction of such site improvements has not been completed and accepted by the City and the amount provided by the performance bond, or funds deposited in the trust agreement or otherwise are exhausted, upon written notification of same to me by the director of public works, I shall immediately file with the director of planning a performance bond, and/or cash deposit in an amount equal to the cost of completing such site improvements as estimated by the director of public works, and shall complete construction of such site improvements within the time provided herein or without delay if such time has expired.

In addition, if such site improvements have not been completed and accepted by the city within the time provided herein, the planning commission may in its discretion refuse to have any other subdivision plats in which I have an interest, considered for approval, until I have completed such site improvements.

In any event, if said plat has not been recorded pursuant to Section 36-27 of this chapter within three (3) years from the date of execution of the first performance bond, trust agreement, performance bond and/or cash or cashier's check when estimated cost of site improvements does not exceed \$2,500.00, or notification to the director of planning to retain said plat until all site improvements are completed, I agree that approval of said plat shall expire, and should I desire to resubmit same to the commission, I shall be required to proceed in the same manner as if said plat had not been submitted previously.

EXECUTED this _____ day of _____, 19_____.

SUBDIVIDER

2. Sections 36-25 and 36-27 of the City Code of the City of San Antonio, amended by Ordinance 30,822, passed and approved October 17, 1962, be and the same are amended to read as follows:

Sec. 36-24. Guarantee of performance as prerequisite to approval.

(A) In no event shall a plat be filed for record unless the subdivider has:

(1) Performance bond.

Filed with the commission a performance bond executed by a surety company holding a license so to do business in the state, in an amount equal to the cost of the uncompleted and unaccepted site improvements required by this chapter, other than water, gas and electric lines, as estimated by the director of public works, conditioned that the subdivider will complete such improvements within three years from the date of execution of said performance bond. Such bond shall be substantially in the following form, and shall be approved by the city attorney.

PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, the undersigned subdivider as principal, and _____, as surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas, in the full and just sum of \$_____, for the payment of which well and truly to be made, we hereby bind ourselves and our respective heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has petitioned the planning commission of the City of San Antonio for permission to develop a subdivision within the jurisdiction of the City of San Antonio, more particularly described as follows, to-wit:

Which is shown on a subdivision plat entitled _____ subdivision approved by the planning commission on _____; and
(date)

WHEREAS, under the provisions of the San Antonio planning area regulations, the planning commission, as a condition precedent to the granting of such petition requires that the principal furnish a guarantee that he will construct or cause to be constructed according to the requirements of the City of San Antonio Planning Area Subdivision Regulations, the following site improvements, within three years for the date of execution of this performance bond:

NOW, THEREFORE, THE Condition of this obligation is such that if the principal shall on or before the - _____ day of _____, 19_____, construct or cause to be constructed the above mentioned improvements in accordance with the requirements of the City of San Antonio Planning Area Subdivision Regulations, then this obligation shall be void, otherwise the obligations under this bond will remain in full force and effect.

In testimony whereof, witness our hands and seal this _____ day of _____, A.D., 19_____.

Subdivider and Principal

Surety

BY: _____
Attorney-in-fact

APPROVED AND ACCEPTED this _____ day of _____, 19_____.

CITY OF SAN ANTONIO

BY: _____

TITLE: _____

(2) Trust Agreement.

Placed on deposit in a bank, trust company or qualified escrow agent selected by the subdivider and approved by the commission and the director of planning in a trust account a sum of money equal to the estimated cost of all uncompleted and unaccepted site improvements other than water, gas and electric lines, required by these regulations. The estimated cost of such improvements shall be the cost estimated by the director of public works. The Trust account shall be established by contract in the following form:

Trust Agreement

This agreement is between _____, subdivider, _____, trustee, and the City of San Antonio.

Subdivider has deposited (or herewith deposits) subject to the order of subdivider and trustee jointly as provided in this agreement in the _____ (name and location of bank, trust company or qualified escrow agent) _____, Texas, the sum of \$_____ for the purpose of constructing site

improvements in _____ subdivision in Bexar County, Texas, for the benefit of the public represented by the City of San Antonio, more particularly described as follows: TYPE OF SITE IMPROVEMENT (water, gas and electric lines not included)

	ESTIMATED COST
Streets	\$ _____
Sidewalks	\$ _____
Alleys	\$ _____
Storm Drainage	\$ _____
Utility Easements	\$ _____
Other (Specify) _____	\$ _____
TOTAL	\$ _____

Trustee agrees to authorize expenditures from such trust account, execute checks, drafts and other orders of withdrawal only for the purpose of paying for the cost of constructing such site improvements and such orders shall show thereon the purpose of the withdrawals. The expenditure(s) for each type of site improvements shall be made only in amounts not to exceed the estimated cost thereof shown above. Trustee shall provide the director of public works with a statement of such expenditures in said subdivision (by type of site improvements) within five (5) days of their authorization.

Subdivider shall within 5 days after any single withdrawal of \$1,000.00 or more, or a combination of withdrawals of \$1,000.00 or more has been made, furnish an Affidavit showing that the sums of money so withdrawn were expended by subdivider on prescribed site improvements, indicating the percentage of site improvements completion and estimating the date of site improvements completion. Said Affidavit shall be submitted substantially in the following form:

AFFIDAVIT

STATE OF TEXAS

COUNTY OF BEXAR

Before me the undersigned authority in and for the State and County aforesaid, on this day personally appeared _____ who being by me first duly sworn upon his oath deposes and says:

I, _____, subdivider of the _____, subdivision under date date(s) of _____, 196 - , withdrew the sum of \$ _____ from the trust account heretofore deposited with _____, trustee, and created for such use and purpose, and expended said funds so withdrawn on prescribed site improvements to said _____ subdivision as follows:

<u>Site Improvement</u>	<u>AMOUNT</u>	<u>Percentage of Completion</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

with the expenditure of these funds, it is estimated that the prescribed site improvements will be completed by _____, 196 _____.

SUBDIVIDER

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 196 _____.

NOTARY PUBLIC IN AND FOR BEXAR COUNTY, TEXAS

Until this Affidavit is accomplished, no further withdrawals shall be made from said trust account. The trustee shall be authorized to release further funds to the subdivider only after receipt of written notification therefor from the director of public works so to do.

Subdivider agrees to construct all site improvements within three years from the date of execution of this trust agreement. Upon the failure of the subdivider to provide such site improvements as herein provided, any remaining balance in such trust account shall be paid by trustee to the City of San Antonio for the sole purpose of completing, repairing, maintaining or otherwise working on the site improvements in such subdivision. A resolution of the City Council of the City of San Antonio declaring that such site improvements have not been completed as required by applicable subdivision regulations, shall be final and conclusive on the parties to this agreement. Payment to the City shall be made on the order of the trustee without the necessity of joinder by the subdivider.

A certificate that the sum required herein is on deposit in the above named bank, trust company or qualified escrow agent, subject to withdrawal only as provided herein, signed by an authorized official thereof, is attached hereto.

A copy of this contract has been supplied to the bank, trust company or qualified escrow agent named by the undersigned trustee.

Subdivider _____

By: _____

Trustee _____

By: _____

Date of Execution _____

CITY OF SAN ANTONIO

By: _____

Date of Execution _____

The subdivider shall file with the planning commission an executed copy of such contract together with a letter from an official in the bank, trust company or qualified escrow agent subject to withdrawal as provided in such agreement.

- (3) Bond and cash deposit when cost of site improvements exceeds the sum of \$2,500.00 but does not exceed \$40,000.00.

Deposited with the director of planning a performance bond, complying with the requirements prescribed in paragraph (A) (1) of this section, in the amount of \$2,500.00, and has in addition thereto, deposited with the director of planning, cash or a cashier's check in an amount equal to ten per cent (10%) of the amount by which the cost of all site improvements, other than water, gas and electric lines, as estimated by the director of public works, exceeds the sum of \$2,500.00. The amount so deposited by the subdivided shall be placed in a special fund, and shall be returned to the subdivider upon certification by the director of public works that all required site improvements have been satisfactorily completed as required by this chapter; provided, however, if such site improvements have not been so completed within three years from the date of execution of the performance bond and cash deposit, the amount so deposited, or such portion thereof as will be necessary to complete all uncompleted improvements shall be forfeited and become the property of the city, to be deposited in the general fund of the city.

Provided however that this provision for security in combination of a \$2,500.00 bond performance and cash or cashier's check, deposit shall only apply and be available in the event the total estimated cost of site improvements does not exceed \$40,000.00.

- (4) Bond or cash deposit when cost of site improvement does not exceed \$2,500.00.

When the cost of such site improvements does not exceed \$2,500.00, the subdivider may furnish the director of planning with a performance bond in an amount equal to the cost of such site improvements as provided in paragraph (A)(1) of this section, or will deposit with the director of planning, cash or a cashier's check in an amount equal to the cost of such site improvements.

- (B) Where a subdivider has given security in any of the forms provided for in this section, he may, whenever eighty per cent (80%) of the required site improvements have been completed and accepted by the director of public works, substitute the following form of security for security previously given.

- (1) A performance bond, meeting the requirements hereinabove detailed, and substantially in the form hereinabove set forth, in an amount equal to the cost, as estimated by the director of public works, of the uncompleted improvements.
- (2) A trust agreement, meeting the requirements, and substantially in the form, hereinabove set forth, in an amount equal to the cost, as estimated by the director of public works, of the uncompleted improvements.
- (3) A performance bond, complying with the requirements prescribed in paragraph (A) (1) of this section, in the sum of \$2,500.00, plus a deposit, in the form of cash or a cashier's check, in an amount equal to ten per cent (10%) of the amount by which the cost of the uncompleted and unaccepted improvements, as estimated by the director of public works, exceeds \$2,500.00. Provided however that this provision for security in combination of a \$2,500.00 bond and cash deposit shall only apply and be available in the event the total estimated cost of site improvements does not exceed \$40,000.00. AND further provided however that when the cost of such site improvements does not exceed \$2,500.00 the subdivider may furnish the director of planning with a performance bond in an amount equal to cost of such site improvements as provided in paragraph (A) (1) of this section, or will deposit with the director of planning cash or a cashier's check in an amount equal to the cost of such site improvements.

However, only one such substitution shall be allowed, and such substitution shall in no event operate to extend the time within which such required site improvements shall be completed.

- (C) In any event, subdivider is liable to the City of San Antonio to complete such site improvements within the time provided herein, in addition to the requirements for a performance bond, trust agreement, or performance bond and/or cash deposit as hereinbefore set forth. If, at any time, construction of such site improvements has not been completed and accepted and the amount provided by the performance bond, or funds deposited in the trust agreement or otherwise by the subdivider for that purpose, are exhausted, the director of public works shall notify the subdivider in writing of

the site improvements which have not been completed, required a performance bond or cash deposit in the amount equal to the cost of such site improvements as estimated by the director of public works and direct the subdivider to complete construction of such site improvements within the time provided herein, or without delay if such time has expired. Further, if construction of such site improvements has not been completed and accepted within the time provided herein, the planning commission may in its discretion refuse to have any other subdivision plats in which the subdivider may have an interest, considered for approval, until such site improvements have been completed and accepted.

However this will not apply if the subdivider is prevented from completing such site improvements by a court order issued by a court of competent jurisdiction preventing or suspending completion and acceptance of such improvements. The time involved in such legal action will not be counted as any part of the time required for completion of such site improvements.

Sec. 36.27 Recordation.

- (A) After the plat has been approved and the subdivider has constructed and has had accepted by the director of public works all the required improvements or filed the security described in section 36-25 guaranteeing their construction, the director of planning shall deliver such plat to the county clerk of Bexar County for recordation. The Recordation fee shall be deposited with the director of planning by the subdivider, in the form of a check in the amount of such recordation fee, payable to the county clerk of Bexar County, Texas, at the time the plat is filed with the commission; provided, however, that no plat shall be filed for record without the written consent of the subdivider.
- (B) In any event, if said plat has not been recorded pursuant hereto within three (3) years from the date of execution of the performance bond, trust agreement, or bond and cash deposit, as provided in Section 36-25 of this Chapter, or from the date plat was approved by the planning commission where no performance bond, trust agreement or bond and cash deposit are furnished, as above stated, approval of said plat shall expire. Thereafter, should plat be desired to be resubmitted to the commission for reapproval, same shall be resubmitted in the same manner as for a previously unsubmitted plat.

3. Section 36-26 of the City Code of the City of San Antonio be and the same is hereby repealed.

4. Section 36-26.1 of the City Code of the City of San Antonio be and the same is hereby amended to change the reference therein from Section 36-26(a) to 36-26 (A) (1).

5. PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32046

AMENDING SEC. 12-100 OF CITY ELECTRICAL CODE THEREBY PROVIDING THAT BUILDINGS CONTAINING MORE THAN 8 APARTMENT UNITS ARE CONSIDERED AS SEPARATE BUILDINGS IF TWO-HOUR FIRE-RESISTIVE WALLS SEPARATE EACH GROUP OF EIGHT OR LESS APARTMENT UNITS.

* * * * *

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

SECTION 1. Section 12-100 of the City Electrical Code, be and the same is hereby amended to read as follows:

"Sec. 12-100 Installation Rules

(A) Residential wiring:

- (2) Number twelve non-metallic sheathed cable may be used on all residential wiring up to and including eight apartment units not exceeding two stories in heights.

Buildings containing more than eight apartment units may be considered as separate buildings if two-hour fire-resistive walls are provided between each group of eight or less apartment units. Such separation wall shall be of masonry and extend unpierced from foundation to the roof deck."

PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32047

AN ORDINANCE 32047

ACCEPTING THE LOW BID OF R. L. BURNEY, CONTRACTOR, FOR CONSTRUCTION OF RIGID FRAME BUILDING, 48' x 82', AT ANIMAL SHELTER ON TULETA DRIVE; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR. AUTHORIZING PAYMENT OF THE SUM OF \$35,727.00 TO R. L. BURNEY, CONTRACTOR, THE SUM OF \$300.00 AS A MISCELLANEOUS EXPENSES CONTINGENCY ACCOUNT, ALL ABOVE SUMS PAYABLE OUT OF SPECIAL PROJECTS ACCOUNT 10-03-13, ANIMAL SHELTER IMPROVEMENTS, AND AUTHORIZING THE TRANSFER OF THE SUM OF \$36,027.00 FROM PUBLIC IMPROVEMENTS ACCOUNT 30-01-01 TO SPECIAL PROJECTS ACCOUNT 10-03-13.

* * * * *

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

SECTION 1. The low bid of R. L. Burney, Contractor, in the amount of \$35,727.00, for construction of a Rigid Frame Building, 48' x 82', at Animal Shelter on Tuleta Drive is hereby accepted.

SECTION 2. The City Manager is hereby authorized and directed to execute a standard public works construction contract with R. L. Burney, Contractor, for such project.

SECTION 3. The following sums are hereby authorized to be paid out of Special Projects Account 10-03-13, Animal Shelter Improvements:

- a. \$35,727.00, payable to R. L. Burney, Contractor;
- b. \$300.00, to be used as a miscellaneous Expenses Contingency Account.

SECTION 4. The sum of \$36,027.00 is hereby authorized to be transferred from Public Improvements Account 30-01-01 to Special Projects Account 10-03-13.

PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32048

AUTHORIZING THE PAYMENT OF \$1,358.69 for INSURANCE TO F. F. LUDOLPH & COMPANY, AND FRED W. RILEY, OUT OF STINSON AIRPORT FUND NO. 8-05 IN THE AMOUNT OF \$1,194.11 AND GENERAL FUND NO. 1-01, IN THE AMOUNT OF \$164.58.

* * * * *

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

1. Payment in the amount of \$1,358.69 is hereby authorized for insurance as follows:
 - a. The sum of \$1,194.11 to F. F. Ludolph and Company from the Stinson Airport Fund No. 8-05, for endorsements to American and Foreign Insurance Company Fire and extended Coverage Policy No. AKF 71-07.67, which provides coverage on Buildings No. 601 in the amount of \$66,600, 80% coinsurance applicable, for the period December 1, 1963 to August 1, 1967, and on Building No. 610 in the amount of \$22,500, 80% coinsurance applicable, for the period January 1, 1964 to August 1, 1967.
 - b. The sum of \$39.85 to F. F. Ludolph and Company from the General Fund No. 1-01, for Globe Indemnity Company Depositors Forgery Bond No. 392659, which provides coverage, with limits of \$10,000, against loss sustained through forgery or alteration of any check issued by the City for the period January 12, 1964 to August 1, 1966.
 - c. The sum of \$124.73 to Fred W. Riley from the General Fund No. 1-01, for an endorsement to American and Foreign Insurance Company Comprehensive General Liability Policy No. 10 00 13, which provides premises liability coverage on the Dellview Swimming Pool for the period December 12, 1963 to August 1, 1964.

2. PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32049

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

* * * * *

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

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

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

Medina (N) & Martin (W)

2. Section 38-108, Schedule "B" of the City Code of the City of San Antonio entitled "One-Way Street Locations" is hereby amended to include the following:

<u>STREET</u>	<u>EXTENT</u>	<u>DIRECTION</u>
Ashby (W)	Peacock - Wilson	Westbound

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

<u>Through Street</u>	<u>Cross Street</u>
Calaveras (N)	Cecelia
Carleton	Agarita (E)
Chesterfield	Glamis
Colorado (N)	Perez
Flores (S)	Deeley
Flores (S)	Mayfield
Formosa	Escalon
Hillcrest	Sunshine
Jackson Keller	Dawnridge
Jackson Keller	Green Meadow
Jackson Keller	Recoleta
Jackson Keller	Viewridge
Karen Lane	Cascade
Kendalia	Boswell
Martin (W)	Rossy
Merida	San Jacinto
Mertz	Rexford
Navidad (N)	Lombrano
New Braunfels (N)	Breezewood
New Braunfels (N)	Briarwood
Pan Am (S) East & West Bound Frontage Road	Zarzamora
Parland	Milton
Pecan Valley	Burkedale
Rosillo (H)	Cecelia
Salinas (W)	Rossy
San Gabriel	Durango
Stonewall	Buffalo
Tampico	Calaveras
Thirty-Seventh (SW)	Eldridge
Thorman	Catalpa
Twentieth (NW)	Morales
Vestal	Zarzamora
White (E)	Trenton
Wolf Rd.	McCullough (N)
Wyndale	Five Oaks
Zarzamora	Cantrell

4. Section 38-109, Schedule "C", of the City Code of the City of San Antonio, is hereby amended to exclude the following intersections from the said schedule:

a. Full four-way stop locations.

Rigsby & W. W. White

b. Full Stop locations.

<u>Through Street</u>	<u>Cross Street</u>
Flores (S)	Mayfield (E)
Sunshine	Hillcrest

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

<u>THROUGH STREET</u>	<u>CROSS STREET</u>
Barefield	Burr Oak
Breedon	Norwood
Breezewood	N. New Braunfels Frontage Road
Briarwood	N. New Braunfels Frontage Road
Buckeye	Beal
Burleson	Palmetto
Cedar	Barefield
Crane	Snyder
Delgado	Twenty-Eight (NW)
Funston	Milton
Grand Jean	Carle
Hazel	Navidad (S)
Lombrano	Twenty-Ninth (NW)
Lovelace	Lantana
Lovelace	Wahada

THROUGH STREET

Barefield
 Breeden
 Memory Lane
 Menchaca
 Mission
 Mission
 Moonglow
 Mulberry (E)
 New Braunfels Frontage Rd. N.,
 New Braunfels Frontage Rd. N.
 Patricia
 Peabody
 Rosemont
 Scotsdale
 Scotsdale
 Serenade
 Sumner
 Tammy
 Tammy
 Thirty-Fourth (SW)
 Thorman
 Vera Cruz
 Wolf Rd.

CROSS STREET

Burr Oak
 Norwood
 Serenade
 Twenty-Ninth (NW)
 Napier
 Woodhull
 Indigo
 Carleton
 Camelback
 Woodmen
 Memory Lane
 Rankin
 Red Bud
 Briarwood
 Camelback
 Moonglow
 Cascade
 Memory Lane
 Moonglow
 San Fernando
 Avenel
 Eighteenth (SW)
 Plymouth

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

THROUGH STREET

Kendalia
 Mertz
 Thirty-Seventh (SW)
 Wyndale

CROSS STREET

Boswell
 Rexford
 Eldridge
 Five Oaks

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

<u>Street</u>	<u>Extend</u>	<u>SPEED</u>
N. E. Loop Expressway	Nacogdoches-McCullough	55 MPH

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

<u>STREET</u>	<u>EXTEND</u>	<u>SIDE</u>
Carney	Olmos (W) -Santa Monica	Even
Catalpa	Allensworth-Thorman	Even
Medina (N)	Salinas (W) -Martin (W)	Even
Military	Laredo Hwy.-City Limits (W)	Both
Pecos (S)	San Luis-San Fernando	Odd
Pleasanton Rd.	Gerald-Rosebud Lane	Odd
Shook	Kings Hwy. (E)	Odd

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

<u>STREET</u>	<u>EXTEND</u>	<u>SIDE</u>
Medina (N)	Martin Alley-Salinas (w)	Even

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

Seven A.M. to Nine A. M.

<u>STREET</u>	<u>EXTEND</u>	<u>SIDE</u>
Main (S)	Dolorosa-Nueva	Odd
Martin (W)	Pecos (N)-Leona (N)	Even
Martin (W)	Medina (N) -Missouri Pacific R.R. Tracks	Even

Four P.M. to Six P.M.

<u>STREET</u>	<u>EXTEND</u>	<u>SIDE</u>
Martin (W)	Frio (N) - Medina (N)	Odd

11. PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
 M A Y O R

ATTEST: J. H. Inselmann
 City Clerk

AN ORDINANCE 32050

MANIFESTING A CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND JOSE F. OLIVARES, CONSULTING ENGINEER, FOR ENGINEERING SERVICES ON CERTAIN BRIDGE IMPROVEMENTS.

* * * * *

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

1. This ordinance makes and manifests a contract between the City of San Antonio, hereinafter called "City", and Jose F. Olivares, Consulting Engineer, hereinafter called "Engineer", as follows:

(1) Engineer agrees to perform or cause to be performed all of the professional engineering services hereinafter set forth in connection with the following designated bridge Project:

VEHICULAR AND PEDESTRIAN BRIDGE ACROSS ALAZAN CREEK AT COLORADO - BRAZOS CONNECTION.

SECTION I

CHARACTER AND EXTENT OF SERVICES

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

A. Preliminary Phase:

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

B. Field Survey Phase:

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

C. Plans and Specifications Phase:

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

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

ALIGNMENT

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

RIGHT-OF-WAY

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

UTILITIES

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

EXISTING IMPROVEMENTS

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

PROPOSED IMPROVEMENTS

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

Miscellaneous

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

PROFILE

Show existing and proposed centerline of each street. Give top of curb grade at each 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.

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

D. Construction Layout Staking Phase:

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

STAKE-OUT (Specific requirements on street projects only) Stake Curb at ends, 50 foot stations, PC & PT of curves and each end of each return. Curb stakes are to be offset four (4) feet from face of curb unless otherwise approved by the Director of Public Works. Stake all radius points of curb returns. Stake sidewalks where required at ends and 50 foot stations. Side-walk stakes are to be offset one (1) foot from property side of walk unless otherwise approved by the Director of Public Works. Where needed on sharp curves, stakes are to be set at intervals less than 50 feet. Cut sheets are to be prepared, with as many copies as needed. These will show cuts or fills from top of hub to top of curb and from top of hub to property side of walk unless otherwise specified by the Director of Public Works.

E. Construction Supervision Phase:

- (1) Perform general supervision and administration of authorized construction (as distinguished from continuous resident field inspection), including periodic visits of Engineer, or a competent representative of Engineer, to the site of construction. In the administration of the project, Engineer shall endeavor to protect the City against defects and deficiencies in the work of contractors.
- (2) Consult and advise with the City during construction. Submit to City weekly reports on progress of construction when requested by the City.
- (3) Upon written request by City, furnish the services of a resident Engineer and/or inspector at a salary agreeable to the City for continuous on-the-site inspection of construction and the performance of construction layout surveys. Such resident Engineer or inspection shall be responsible for collection and submission of samples to a laboratory as designated by the City. Such services shall be computed on the basis of direct salary cost of the service plus a percentage of 25% of such cost. Transportation, if authorized, will be furnished at ten cents (10¢) per mile, not to exceed \$25.00 per month.

- (4) Check shop or working drawings furnished by contractors.
- (5) Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.
- (6) Prepare monthly and final estimates for payments to contractors, and furnish to the City any necessary certifications as to payments to contractors and suppliers.
- (7) Supervise initial operation of the project, and supervise the necessary performance tests required by specifications.
- (8) Perform, in company with the City's representatives, a final inspection of the project.
- (9) Revise contract drawings to show the work as actually constructed, and furnish the City with one set of reproducible drawings. Final payment will be withheld until such drawings are furnished to the City.

SECTION II

PERIOD OF SERVICE

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

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

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

SECTION III

COORDINATION WITH THE CITY

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

SECTION IV

FEE SCHEDULE

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

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

A. Fee Schedule

Basic minimum fee shall be used on construction cost of individual projects as listed under 1. of the preamble of this contract. Payment for services shall be made to the Engineer as determined by the following schedule:

Cost of Construction	Basic Minimum Fee in Percent		
	Classification		Alteration Work
	A	B	
Less than \$ 25,000	12.00	10.00	15.00
\$ 25,001 - 50,000	10.00	8.50	12.00
50,001 - 100,000	9.00	7.50	11.00

		A	B	Alteration Work
\$ 100,001	250,000	8.00	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 scheduled fees apply:

Phase	PERCENTAGE OF TOTAL FEE			
	A	B	C	D
Preliminary } Combine as Field Survey } Preliminary Phase				25
Plans and Specifications				50
Construction Layout Staking				5
Construction Supervision				20

(Use Column D on this bridge project)

B. Method of Payment

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

Field Survey Phase

Plans & Specifications Phase

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

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

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

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

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

C. Services Not included in Above Fees

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

<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.	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 reestablished. Restaking shall be done as specified in Section I-C (1) hereof, 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 Engineer'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.

Section V.
Revision To Drawings and Specifications

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

SECTION VII

ARBITRATION OF DISPUTES

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

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

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

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

SECTION VIII
TERMINATION

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

SECTION IX

ASSIGNMENT OR TRANSFER OF INTERESTS

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

2. PASSED AND APPROVED this 23rd day of January, 1964, A.D.

W. W. McAllister
M A Y O R

ATTEST:

City Clerk

3. Signed and accepted this 21st day of January, 1964, A.D.

/s/ Joe F. Olivares, Engineer
722 W. Commerce

AN ORDINANCE 32051

MANIFESTING AN AGREEMENT TO EXTEND THE TERM OF A LEASE OF SPACE AT INTERNATIONAL AIRPORT TO GEN-AERO, INC.

* * * * *

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

SECTION 1. This ordinance manifests an agreement between the City and Gen-Aero, Inc., a Texas private corporation acting by and through its designated officers pursuant to its by-laws or a resolution of its Board of Directors, extending the lease contract for space in Hangar 2 (Lease Area #2-1) at San Antonio International Airport for an additional one year period ending January 31, 1965, upon the same terms and conditions.

PASSED AND APPROVED this 23rd day of January, 1964

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32052

MANIFESTING AN AGREEMENT WITH GEN-AERO, INC., EXTENDING THE OPTION AGREEMENT AUTHORIZED BY ORDINANCE 31230 AS AMENDED BY ORDINANCE 31444.

* * * * *

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

This ordinance manifests an agreement between the City and Gen-Aero, Inc., a Texas private corporation, acting by and through its designated officers, to provide for the extension of the option to lease space (Lease Area #333) at San Antonio International Airport, authorized by Ordinance 31230 and originally extended by Ordinance 31444, for an additional six months ending June 30, 1964. All other terms and conditions of said option agreement shall remain in effect.

PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32053

AUTHORIZING ISSUANCE OF PERMITS FOR RENTAL OF STORAGE SPACE AT STINSON MUNICIPAL AIRPORT.

* * * * *

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

Section 1. The Director of Aviation of the City of San Antonio is hereby authorized to issue permits for rental of storage space at Stinson Municipal Airport.

Section 2. The requirements for issuance of such permits are set forth in Exhibit "A" hereto copies of which shall be used as the form for applications and for permits issued.

Section 3. A copy of each permit issued, signed by the applicant and the Director of Aviation, and the required certificate of insurance shall be filed with the City Clerk.

Section 4. The Director of Aviation may designate an employee or employees of that department to exercise any function delegated to him hereby.

Section 5. The rental rates for the buildings listed below used for storage purposes under these permits shall be as determined by the Director of Aviation:

Stinson Municipal Airport Buildings No. 512, 513, 514, 515, 517, 519, 522, 524, 558, 644, 658 and 633.

PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

DEPARTMENT OF AVIATION
CITY OF SAN ANTONIO

APPLICATION FOR A RENTAL PERMIT FOR CERTAIN SPACE
AT STINSON MUNICIPAL AIRPORT

1. The undersigned hereby makes application to rent space for a period of six months at Stinson Municipal Airport, being _____ sq. Ft. in Building No. _____, At a rental of _____ per sq. ft. or \$ _____ per month.

2. Applicant is A corporation organized under the laws of _____, a partnership composed of _____ and _____, or an individual ownership.

3. Applicant will use this space only for the purpose of storing nonimflammable and noncombustible merchandise.

4. Applicant understands and agrees that, if the permit is granted, the following requirements will apply:

(a) Applicant must submit to the Director of Aviation a certificate of insurance, or other satisfactory evidence, showing that applicant's operations in and about the premises are covered by public liability insurance with (minimum) limits of _____ for each person and _____ for each accident on personal injuries and _____ on property damage.

(b) Applicant shall pay the rental for such space upon the effective date of such permit, and upon the first day of each month thereafter until termination of the permit. For any period of less than a month, the rental shall be prorated upon the basis of a 30-day month.

(c) Applicant accepts the premises in their present condition.

(d) Applicant will maintain the premises in good condition.

(e) Any alterations or additions to the premises required prior written approval of the Director of Aviation and shall comply with applicable ordinances of the City.

(f) Applicant shall indemnify and hold harmless the City of San Antonio from all claims or actions that may result from applicant's use or occupancy of the premises.

(g) Applicant is prohibited from making any assignment or sublease of the premises or any rights granted hereunder, directly or indirectly.

(h) The City assumes no obligations for maintenance of or services to the premises, except the following: _____

(i) Applicant is prohibited from erecting signs or distributing advertising at the Airport without the prior written approval of the Director of Aviation.

(j) In the event Applicant fails to vacate and remove all items owned by Applicant upon termination hereof, the Director of Aviation may remove same at Applicant's expense and dispose of same as he deems proper without incurring any liability to Applicant by the City or the Director of Aviation or his representatives.

5. It is further agreed and understood that:

(a) The applicant or the City may terminate this permit effective at any time by giving written notice to the other party 15 days prior to such date.

(b) Notices provided herein may be delivered to the Director of Aviation, San Antonio International Airport, for the City and to applicant at the address shown below. Notice(s) shall be deemed sufficient if sent by registered or certified mail to such address(s).

DATE: _____

(Applicant)

(Title)

(Address)

Application approved for storage space rental beginning the _____ day of _____, 1963.

DATE: _____

CITY OF SAN ANTONIO

by: _____
Director of Aviation

(If approved, a copy of this form signed by Applicant and the Director of Aviation shall constitute the requested permit)

EXHIBIT "A"

AN ORDINANCE 32054

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH SAN ANTONIO BRAKE & CLUTCH SERVICE TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF HEAVY EQUIPMENT BRAKE & CLUTCH PARTS AND SERVICE FOR PERIOD BEGINNING ON DATE OF ACCEPTANCE BY COUNCIL AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached Bidders Proposal of San Antonio Brake & Clutch Service to furnish all requirements of heavy equipment brake & clutch parts and service for the City of San Antonio for a period beginning on date of acceptance by the City Council and terminating July 31, 1964 is hereby accepted.
2. This ordinance makes and manifests a contract with San Antonio Brake & Clutch Service to furnish all the requirements of heavy equipment brake & clutch parts and service for the City of San Antonio for period beginning on date of acceptance of City Council and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of heavy equipment brake & clutch parts and service from San Antonio Brake & Clutch Service during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.
3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor parol agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio Requires all contracts of the City to be in writing and adopted by ordinance.
4. PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32055

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS OF GOLDTHWAITE'S OF TEXAS, INC., AND JIM EAGLE SALES COMPANY TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION WITH CERTAIN ITEMS OF FERTILIZER FOR A TOTAL OF \$15,453.00.

* * * * *

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

1. The attached low qualified bids of Goldthwaite's of Texas, Inc. and Jim Eagle Sales Company, dated January 10, 1964 to furnish the City of San Antonio, Department of Parks and Recreation with certain items of fertilizer for a total of \$15,453.00 is hereby accepted as follows:

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

Item #1 - 231 Tons fertilizer 10-5-5 \$11,319.00

Jim Eagle sales Co.
400 Oakhurst Scenic Dr.
Forth Worth, Texas

Item #3 - 13 tons 38-0-0 Grandular fertilizer 4,134.00
\$15,453.00

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

<u>Account No.</u>	<u>Amount</u>
11-02-01	\$ 3,234.00
11-03-02	2,669.00
11-03-03	2,424.00
11-03-08	3,967.00
11-03-09	3,159.00
	<u>\$15,453.00</u>

3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32056

ESTABLISHING AD VALOREM TAX COLLECTION SUB-STATIONS.

* * * * *

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

1. The proposals, attached hereto and made a part hereof of H. E. Butt Grocery Company, Handy-Andy, Inc., and Toudouze Mart to furnish facilities necessary for tax collection sub-stations are hereby accepted. The following are hereby established as sub-stations for the collection of Ad Valorem Taxes:

a. H.E. BUTT GROCERY COMPANY

<u>Store No.</u>	<u>Location</u>
1.	1509 N. Main Ave.
2.	4821 Broadway
3.	3221 W. Commerce
4.	1601 Nogalitos
5.	2118 Fredericksburg Rd.
6.	2701 S. Presa
7.	410 N. New Braunfels
8.	2610 McCullough
9.	803 Military Dr. S. W.
10.	811 Bandera
11.	Valley Hi Mall
12..	4503 Blanco
13.	106 Goliad Rd.
14.	300 North Star Mall
15.	2011 Vance Jackson
16.	719 Castroville Rd.
17.	102 Dakota
18.	Austin Hwy (Terrell Plaza)
19.	719 S. Brazos
20.	3680 Fredericksburg Rd.
21.	3002 Goliad Rd.

b. HANDY-ANDY, INC.

<u>Store No.</u>	<u>Location</u>
1.	2502 Broadway
2.	919 Bandera
3.	1866 S. W. W. white Rd.
4.	923 S. Presa
5.	1000 Fredericksburg Rd.
6.	1248 Highland
7.	2716 Fredericksburg Rd.
8.	851 Cincinnati
9.	2801 Nogalitos
10.	6009 S. Flores
11.	3401 San Pedro
12.	5930 Broadway
14.	902 N. St. Mary's
15.	1200 McCreless Plaza
16.	6910 San Pedro
17.	442 Brady
18.	3200 McCullough
19.	2145 E. Houston
20.	4720 W. Commerce
21.	515 Military Dr. S. W.
22.	1520 Austin Hwy
23.	Wonderland Center
24.	7503 Highway 90 W.
25.	Nacogdoches R. & New Braunfels
26..	West Ave. at Basse Rd.

c. TOUDOUBE MART, 4007 South Flores Street

2. Said Sub-stations shall function from April 1, 1964 through July 31, 1964 and a payment of \$25.00 per month per sub-station is hereby authorized out of General Fund, Account No. 06-03-02. Said payments are to be made monthly and shall be paid to H. E. Butt Grocery Company, Handy Andy, Inc., and Toudouze Mart; however, said monthly payments of \$25.00 per sub-station will not be made to either party's sub-station if any one of its sub-stations does not collect a minimum of \$10,000.00 total over the four month period.

3. Said sub-stations shall be operated in keeping with the following rules and regulations; and H. E. Butt Grocery Company, Handy-Andy, Inc., and Toudouze Mart each agree to comply with such rules at the various sub-stations under their respective control:

- a. The City will furnish all supplies necessary for the collection of Taxes.
- b. All persons collecting taxes will be deputized by the City Tax Assessor-Collector.
- c. All taxes collected will be deposited on accordance with procedures established by the City Finance Director.
- d. H. E. Butt Grocery Company, Handy-Andy, Inc., and Toudouze Mart will each be responsible for all receipts issued and records at their respective stores herein designated as sub-stations, and each will pay all bond and insurance expenses for their respective employees who are deputized pursuant to this ordinance and all tax money collected by such employee while such money remains in their possession.

4. PASSED AND APPROVED this 23rd day of January, 1964.

W. W. Mcallister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32057

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF UNDERWOOD CORPORATION TO FURNISH THE CITY OF SAN ANTONIO FINANCE DEPARTMENT, TAX DIVISION WITH SIX CALCULATORS FOR A NET TOTAL OF \$2,932.20.

* * * * *

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

1. The attached low qualified bid of Underwood Corporation, dated January 3, 1964 to furnish the City of San Antonio, Department of Finance, Tax Assessor-Collector with six underwood-Olivetti calculators for the net amount of \$2,932.20 is hereby accepted.
2. Payment to be made from General Fund 1-01, Finance Department, Assessor & Collector of Taxes, Account No. 06-03-02, Code 5-20.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 23rd day of January, 1964,

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32058

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF GRAYBAR ELECTRIC COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF TRAFFIC AND TRANSPORTATION WITH CERTAIN TRAFFIC SIGNAL CABLE FOR A TOTAL OF \$1,928.60.

* * * * *

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

1. The attached low qualified bid of Graybar Electric Company, dated January 10, 1964 to furnish the City of San Antonio Department of Traffic and Transportation with certain traffic signal cable for a total of \$1,928.60, less 1/2 of 1%-10th prox is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Traffic and Transportation, Account No. 23-02-03, Code 5-12.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 23rd of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32059

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF SAN ANTONIO HARLEY DAVIDSON SALES TO FURNISH THE CITY OF SAN ANTONIO POLICE DEPARTMENT WITH CERTAIN MOTORCYCLES FOR A TOTAL OF \$5,027.25

* * * * *

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

1. The attached low qualified bid of San Antonio Harley Davidson Sales, Dated January 15, 1964 to furnish the City of San Antonio, Police Department with three servi-car motorcycles for a total of \$5,027.25, less 1%-5 days is hereby accepted.
2. Payment to be made from General Fund 1-01, Police Department, Account No. 07-04-03.
3. ALL other bids received are hereby rejected.
4. PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32060

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF ESTEY CORPORATION TO FURNISH THE CITY OF SAN ANTONIO PUBLIC LIBRARY WITH CERTAIN LIBRARY SHELVING FOR A TOTAL OF \$1,445.00.

* * * * *

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

- 1. The attached low qualified bid of Estey Corporation dated January 14, 1964 to furnish the city of San Antonio, Public Library with certain library shelving for a net total of \$1,445.00 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Public Library, Account No. 15-02-01, Code 5-20.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32061

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF CALHOUN EQUIPMENT COMPANY TO FURNISH THE CITY OF SAN ANTONIO WITH FIVE INDUSTRIAL TRACTORS FOR A TOTAL OF \$14,994.00.

* * * * *

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

- 1. The attached low qualified bid of Calhoun Equipment Company, dated January 15, 1964 to furnish the City of San Antonio, Department of Public Works with five International industrial tractors for a total of \$14,994.00, less 2% -20, net \$14,694.12 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-04-02, Code 5-20.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32062

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF THE TORGERSON COMPANY TO FURNISH THE CITY OF SAN ANTONIO PARKS DEPARTMENT WITH ONE BACKHOE FOR A NET TOTAL OF \$2,683.75.

* * * * *

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

- 1. The attached low qualified bid of the Torgerson Company, dated January 15, 1964 to furnish the City of San Antonio, Department of Parks and Recreation with one backhoe (Ford 19-300, Series 723) for \$2,733.75, Less trade-in, net \$2,683.75 is hereby accepted.
- 2. Payment to be made from General Fund 1-01, Department of Parks and Recreation, Account No. 11-02-01, Code 5-20.
- 3. All other bids received are hereby rejected.
- 4. PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32063

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF JESS McNEEL MACHINERY CORPORATION TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH ONE TRACTOR DOZER AND TRANSFERRING \$29,240.00 FROM PUBLIC IMPROVEMENT FUND 30-01-01 TO SPECIAL PROJECTS ACCOUNT 09-21-01 FOR PAYMENT OF SAME.

* * * * *

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 15, 1964 to furnish the City of San Antonio, Department of Public Works with one tractor dozer (International Harvester TD-20, Series B) for \$33,840.00, less trade-in \$4,600.00 net \$29,240.00 is hereby accepted.

2. The sum of \$29,240.00 is hereby transferred from Public Improvement Account #30-01-01 to Special Projects Account #09-21-01, heavy equipment and authorizing payment of sum of \$29,240.00 to Jess McNeel Machinery Corporation for one tractor dozer.

3. All other bids received are hereby rejected.

4. PASSED AND APPROVED this 23rd day of January, 1964.

W.W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

Project: Military Drive
South, Section B
Parcel : 5-4277

AN ORDINANCE 32064

APPROPRIATING \$2,090.00 OUT OF STREET RIGHT-OF-WAY PURCHASE BONDS, 1957, ACCOUNT #479-12, PAYABLE TO THE COUNTY CLERK OF BEXAR COUNTY, SUBJECT TO THE ORDER OF JEANNE FORDHAM AND HUSBAND, OLIVER G. FORDHAM, BEXAR COUNTY TAX COLLECTOR AND CITY OF SAN ANTONIO TAX COLLECTOR, AS THEIR INTERESTS MAY APPEAR, SAID AMOUNT BEING THE AWARD OF SPECIAL COMMISSIONERS IN CONDEMNATION CAUSE NO. C-17 FOR THE PRUCHASE OF 0.1231 OF AN ACRE OF LAND MORE OR LESS, LOCATED IN NCB 7676 IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

* * * * *

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

SECTION 1. The sum of \$2,090.00 is hereby appropriated out of street Right-of-Way Purchase Bonds, 1957, Account #479-12, payable to the County Clerk of Bexar County, Subject to the Order of Jeanne Fordham and husband, Oliver G. Fordham, Bexar County Tax Collector and City of San Antonio Tax Collector, as their interests may appear, said amount being the award of Special Commission in Condemnation Cause No. C-17 for the purchase of 0.1231 of an acre of land more or less, located in NCB 7676 in the City of San Antonio, Bexar County, Texas.

PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32065

DIRECTING THE SALE OF PERSONAL PROPERTY, CONSISTING OF 73 VEHICLES, IN THE POSSESSION OF THE POLICE DEPARTMENT, NOT OWNED OR CLAIMED BY THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, under the provisions of Section 2-12, San Antonio City Code, the Police Department has reported that there is in their possession certain personal property consisting of 73 vehicles not owned or claimed by the City of San Antonio; and,

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

WHEREAS, said property on which there are charges unpaid and due the City has been in the possession of the Police Department in excess of Ninety (90) days and is unclaimed, NOW, THEREFORE:

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

SECTION 1. Said property consisting of 73 vehicles described in the aforementioned schedule is hereby ordered to be sold at public auction after ten (10) days notice by the publication of this ordinance in the "Commercial Recorder" with the day, hour and place of sale shall be given.

SECTION 2. Said notice shall be given by publication of this ordinance at least two times within said ten (10) day period.

SECTION 3. Said property shall be sold for cash individually or in lots depending on what offers in the opinion of the Chief of Police or his representatives are in the best interest of the City, said sale of these items is to be held at the Police Vehicle Storage Lot at Stinson Field beginning March 4, 1964 from 10:00 A.M. to 12:00 noon and during the same hours on each succeeding business day thereafter until all of said property is disposed of.

SECTION 4. Said property may be redeemed by the owner at any time prior to its sale by satisfying the Chief of Police of the true ownership thereof and the payment of the cost of the storage and care thereof and all other expenses in connection therewith.

SECTION 5. Said property shall be sold as is, and a bill of sale, if requested, shall be given to the purchaser, but no title transfer or title papers of any nature can be given.

SECTION 6. Within five days after said sales have been completed, the Chief of Police shall make a report thereof under oath to the Controller of the City and shall account for the money received at said sale in the same manner as is prescribed for him to account for all other monies that may come into his custody as Chief of Police.

PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32066

DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF CERTAIN PRIVATELY-OWNED REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO FOR PUBLIC PURPOSES, TO-WIT: THE ACQUISITION OF RIGHT-OF-WAY REQUIRED FOR U. S. 90 WEST HIGHWAY FROM WEST CITY LIMITS OF SAN ANTONIO TO INTERSTATE HIGHWAY 35 INTERCHANGE; AND DIRECTING THE CITY ATTORNEY TO INSTITUTE AND PROSECUTE TO CONCLUSION CONDEMNATION PROCEEDINGS TO ACQUIRE SO MUCH THEREOF AS CANNOT BE ACQUIRED BY PURCHASE.

* * * * *

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

Sec. 1. Public necessity requires that the City of San Antonio acquire certain privately-owned real property situated within its corporate limits for public purposes, to-wit: Acquisition of right-of-way required for U. S. 90 West Highway from West City Limits of San Antonio to Interstate Highway 35 Interchange.

Sec. 2. Said privately-owned real property is shown on the accompanying map marked Exhibit "A", which is attached hereto and incorporated herein by reference.

Sec. 3. The City Attorney is hereby directed to institute and prosecute to conclusion all necessary proceedings to condemn the fee or in the alternative, any lesser interests to which the City may be entitled for so much of said property as the City of San Antonio is unable to purchase by reason of its inability to agree with the owners thereof as to the value of such property, or in order to obtain clear title thereto, or for any other legal reason.

PASSED AND APPROVED this 23rd day of January, 1964.

W. W. McAllister

M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32067

ORDINANCE CANVASSING ELECTION RETURNS-----

* * * * *

CERTIFICATE FOR CANVASS ORDINANCE

THE STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

We, the undersigned, Mayor and City Clerk, respectively, of the City of San Antonio, Texas, hereby certify as follows:

1. That the attached and following is a true, full, and correct copy of an ordinance Canvassing Election Returns duly passed by the City Council of said City at a Special Meeting held at the City Hall on the 29th day of January, 1964, which Ordinance has been duly recorded in the minutes of said City Council.

2. That the following are the members and officers of said City Council:

Walter W. McAllister: MAYOR

Roland C. Bremer
John Gatti
Jack H. Kaufman
Dr. Gerald Parker
George De la Garza
Mrs. S. E. Cockrell, Jr. : Councilmen
Roy S. Padilla :
Robert C. Jones

J. H. Inselmann: City Clerk

and all said persons were present at the time of passage of said Ordinance except the following absentees: NONE.

3. That said Ordinance was introduced for the consideration of said City Council by its presiding officers and read in full, and upon motion duly made and seconded, said Ordinance was passed by the following vote:

AYES: All members of the City Council present voted "Aye".

NOES: None.

4. That each of the members and officers of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for passage at said Meeting, and each of said members and officers consented, in advance, to the holding of said Meeting for such purpose.

5. That the Mayor of said City has approved, and hereby approves, said Ordinances; that the Mayor and the City Clerk of said City have duly signed said Ordinance; and that said Mayor and City Clerk hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED this the 29th day of January, 1964.

/s/ J. H. Inselmann
City Clerk

/s/ W. W. McAllister
Mayor

(SEAL) _

I, the undersigned, City Attorney of the City of San Antonio, Texas, hereby certify that I read, passed upon, and approved as to form, the attached and following Ordinance, prior to its passage as aforesaid.

/s/ Sam S. Wolf
City Attorney

ORDINANCE CANVASSING ELECTION RETURNS

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF SAN ANTONIO.

WHEREAS, the City Council of said City duly ordered an election to be held in said City on the 28th day of January, 1964, on the Propositions hereinafter stated; and

WHEREAS, said City Council has investigated all matters pertaining to said election, including the ordering, giving notice, officers, holding, and making returns of said election; and

WHEREAS, the election officers who held said election have duly made the returns of the result thereof, and said returns have been duly delivered to said City Council.

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

1. That the City Council officially finds and determines that said election was duly ordered, that proper notice of said election was duly given, that proper election officers were duly appointed prior to said election, that said election was duly held, that due returns of the result of said election have been made and delivered, and that the City Council has duly canvassed said returns, all in accordance with law.

2. That the City Council officially finds and determines that only resident, qualified electors who own taxable property in said City and who have duly rendered the same for taxation were allowed to vote at said election, and that the following votes were cast at said election on each Proposition submitted:

PROPOSITION NO. 1

"FOR THE ISSUANCE OF FIRE STATION BONDS"	36,130 Votes;
"AGAINST THE ISSUANCE OF FIRE STATION BONDS"	10,223 Votes;

PROPOSITION NO. 2

"FOR THE ISSUANCE OF DRAINAGE IMPROVEMENT BONDS"	35,682 Votes;
"AGAINST THE ISSUANCE OF DRAINAGE IMPROVEMENT BONDS"	10,277 Votes.

PROPOSITION NO. 3

"FOR THE ISSUANCE OF LIBRARY BONDS"	34,598 Votes;
"AGAINST THE ISSUANCE OF LIBRARY BONDS"	11,098 Votes.

PROPOSITION NO. 4

"FOR THE ISSUANCE OF PARK BONDS"	33,762 Votes;
"AGAINST THE ISSUANCE OF PARK BONDS"	11,908 Votes.

PROPOSITION NO. 5

"FOR THE ISSUANCE OF STREET IMPROVEMENT BONDS" 35,706 Votes;
"AGAINST THE ISSUANCE OF STREET IMPROVEMENT BONDS" 10,221 Votes.

PROPOSITION NO. 6

"FOR THE ISSUANCE OF COMMUNITY AND CONVENTION CENTER BONDS" 33,138 Votes;
"AGAINST THE ISSUANCE OF COMMUNITY AND CONVENTION CENTER BONDS" 12,543 Votes.

PROPOSITION NO. 7

"FOR THE ISSUANCE OF URBAN RENEWAL BONDS" 33,013 Votes;
"AGAINST THE ISSUANCE OF URBAN RENEWAL BONDS" 12,631 Votes.

3. That the City Council officially finds, determines and declares the result of said election to be that each of said Propositions so submitted has received a favorable majority vote and has carried, and that all of said bonds may be issued in accordance with law.

4. That this Ordinance is hereby passed as an emergency measure, to be effective immediately upon enactment, such emergency being that the proceeds from the bonds voted at said election are required as soon as possible for the preservation of the public peace, property, health, and safety.

AN ORDINANCE 32068

AUTHORIZING EXECUTION OF A LEASE OF SPACE AT STINSON MUNICIPAL AIRPORT TO ALCOR 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 certain premises (Lease Area #610) at Stinson Municipal Airport to Alcor Aviation, Inc. A copy of said lease is attached hereto and incorporated herein.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

LEASE NO. 610

SAN ANTONIO 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 Harner, its Assistant City Manager, pursuant to Ordinance No. 32068, adopted January 30, 1964, (hereinafter called "Lessor"), and Alcor Aviation, 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 Stinson Municipal Airport (hereinafter called "Airport"), San Antonio, Bexar County, Texas, as shown on Exhibit 2 which is attached hereto and made a part hereof:

Building #610 containing 8,400 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>
Bldg. #610	8,400	\$.24	\$2,160.00	\$180.00

plus or minus the amount of any adjustment resulting from the application of Standard Provision 2 of exhibit 1 hereto.

3. TERM

Amended Ord # 32094 Jan 14, 1965

3. TERM

The term of this lease shall be for the one-year period beginning January 1, 1964.

USE(S) OF PREMISES

Lessee may use the leased premises for the following purposes and for no other; Maintenance and repair of aircraft; aircraft storage; and aircraft rental, charter and instruction services.

5. Liability Insurance

Lessee shall carry public liability insurance covering Lessee's operation on and about the leased premise, 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 \$2,000 to Lessor, conditioned on satisfactory performance of all terms, conditions and covenants contained herein during the term hereof. Such bond(s) shall be issued by a sound indemnify company authorized to do business in Texas and shall be in form approved by the City Attorney of the City of San Antonio.

7. FIRE INSURANCE

Fire and Extended Coverage Insurance on the building leased hereby in the amount of \$22,500 (with 80% coinsurance) will be carried by Lessor. Lessee shall reimburse Lessor for the amount of the premium (Plus 5%, but not less than \$2.00 per year, to cover Lessor's cost of handling) thereon during the term hereof. Lessor shall bill Lessee therefor upon the commencement hereof and annually thereafter; payment to Lessor shall be made by Lessee within ten (10) days after such billing.

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 excersided, 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 Lease premises shall cease and terminate effective with the date of damage by fire or other accidental cause.

8. FIELD USE CHARGES

Nothing contained herein shall be taken to relieve Lessee, his customers or others from any fuel flowage fees or other field use charges levied (or that may be levied) generally by Lessor, directly or indirectly, upon the operation of aircraft at the Airport.

9. PAYMENT FOR FUEL

It is an express condition hereof that Lessee make prompt payment to Lessor for fuel and oil sold Lessee by Lessor. Failure to make any such payment within ten days of billing by Lessor shall be cause for immediate termination hereof upon written notice to Lessee, at Lessor's option.

10. STANDARD PROVISION AND COVENANTS

The Standard Provisions and covenants set forth in Exhibit 1, attached hereto, are incorporated herein and made a part hereof, except Paragraphs 1 and 6 which have been deleted therefrom.

EXECUTED this 30th day of January, 1964.

CITY OF SAN ANTONIO, Lessor

BY: DAVID A. HARNER
Assistant City Manager

ATTEST: J. H. Inselmann
City Clerk

ALCOR AVIATION, INC., Lessee

BY: S. Saunders
President
2905 Bandera Road
(Mail Address)
San Antonio, Texas

Attest: Myriam G. Sprinkle
Secretary

LEASE NO. 610

EXHIBIT NO. 1

STANDARD PROVISIONS AND COVENANTS =

San Antonio ----- Airport Leases

(Lessee: Alcor Aviation, Inc.)

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 \$200,00
- 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) (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, with 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:

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

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

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

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

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

3. USE(S) OF PREMISES:

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

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

4. COVENANTS BY LESSEEA. 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 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 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 nor shall it constitute a waiver by Lessor of its right to immediate possession.

M. ATTORNEY FEES:

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

5. LESSOR'S OPTION TO CANCEL

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

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The institution of proceedings in bankruptcy against Lessee.
- C. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any reorganization act.
- D. The appointment of a receiver of Lessee's assets.
- E. Any assignment of Lessee's assets for the benefit of creditors.

F. The taking of Lessee's leasehold interest by execution or other process of law.

G. The divestiture of Lessee's estate herein by other operation of law.

H. The default by Lessee in the performance of any covenant or agreement herein contained and the failure of Lessee to remedy such default within twenty (20) days after receipt from Lessor of written notice to remedy same. No waiver of default by Lessor of any of the obligations to be performed by Lessee shall be construed to be or act as a waiver of any subsequent default. Acceptance of rental by Lessor for any period or periods after default by Lessee of any of Lessee's obligations hereunder shall not be deemed a waiver by Lessor of its right to cancel this lease for such default.

6. FIELD USE CHARGES

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

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

7. Time of Emergency

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

*8. SPONSOR'S ASSURANCE SUBORDINATION

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

9. REPLACEMENT AFTER DAMAGE

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

10. General

A. PAYMENTS:

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

B. LANDLORD'S LIEN:

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

C. RIGHT OF INSPECTION:

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

D. HEADINGS:

The paragraph headings contained 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. Notice 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 32069

MANIFESTING AND AGREEMENT AUTHORIZING THE SUB-LEASING BY LLOYD M. BROWN OF SPACE AT INTERNATIONAL AIRPORT TO BROWN FLYING SERVICE, INC.

* * * * *

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

SECTION 1. This ordinance manifests an agreement with Lloyd M. Brown to authorize the sublease of space (Lease Area #9) at San Antonio International Airport, leased to said Lloyd M. Brown by a lease dated August 7, 1958, authorized by Ordinance 26809 and amended pursuant to Ordinance 27970 and 30964, to a Texas private corporation to be known as Brown Flying Service, Inc.

SECTION 2. All other provisions of the aforesaid lease shall remain in effect during the balance of its term.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32070

MANIFESTING AN AGREEMENT TO EXTEND A LEASE OF SPACE AT INTERNATIONAL AIRPORT TO W. R. CAMPBELL, D/B/A CAMPBELL'S DELIVERY SERVICE.

* * * * *

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

This ordinance makes and manifests an agreement between the City and W. R. Campbell, d/b/a/ Campbell's Delivery Service, to extend the lease of 2400 Square feet of ground at San Antonio International Airport, authorized by Ordinance 30205 and amended by Ordinance 31119, for an additional one-year period ending by January 31, 1965, upon the same terms and conditions.

PASSED AND APPROVED this 30 day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32071

APPROVING ARCHITECTURAL PLANS FOR CONVERTING THE NORTH WING OF THE MAIN FLOOR, WITTE MEMORIAL MUSEUM INTO THE HALL OF TEXAS NATURAL HISTORY.

* * * * *

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

SECTION 1. In accordance with Section XIII of the agreement signed on August 1, 1963, with the San Antonio Museum Association, the architectural plans drawn by Bartlett Cocke, Sr., for converting the north wing of the main floor, Witte Memorial Museum, into the Hall of Texas Natural History, also known as Hall of Texas Wildlife and Ecology, are hereby approved.

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

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32072

AUTHORIZING THE TAX ASSESSOR AND COLLECTOR TO CORRECT AND ADJUST CERTAIN ASSESSMENTS APPEARING ON THE CITY TAX ROLLS IN ACCORDANCE WITH THE ACCORDANCE WITH THE RECOMMENDATIONS OF THE TAX ERROR BOARD OF REVIEW.

* * * * *

WHEREAS, the City Manager or his duly authorized representative, the Finance Director, or his duly authorized representative, and the City attorney, or his duly authorized representative, acting jointly as a Tax Error Board of Review, as provided by Ordinance, has

thoroughly investigated certain alleged errors in the tax Rolls of the City of San Antonio, and as a result thereof, it appears to the satisfaction of said officers of the City that certain errors do exist in the Tax Rolls and it further appearing that substantial evidence of such errors has been presented to said Board of Review, and said Board has recommended certain corrections, and it being the opinion of the City Council acting under its general powers and also by authority granted Article 726a, and Article 7345d, Revised Civil Statutes of the State of Texas, that said recommendations should be approved; NOW, THEREFORE,

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

That the Tax Assessor and Collector is hereby authorized and director to make the following corrections and adjustments pertaining to certain assessments and taxes appearing on the rolls, and he is further authorized and directed to accept the amount indicated as full payment for the taxes involved. These corrections and adjustments are ordered for the individual reasons as listed herein; the City Attorney is authorized hereby to take legal action for collection of taxes in all instances where the same becomes necessary.

OWNER - Manuel and Rosa Ruiz, 1955 through 1962 inclusive, Lots 1 and 2, Block 1, New City Block 8269, account Number 533-2046.

As a result of an inspection of this property (4509 West Martin) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$15,200.00 to \$10,900.00 because of the deterioration of the improvements. Taxes penalty and interest in the amount of \$284.13 are to be collected.

OWNER- Sam and Mattie Adams, 1962 only, Lots 19 and 20, Block 9, New City Block 1364, Account Number 21-1899.

As a result of an inspection of this property (1739 Dawson) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the year involved be reduced from \$2,100.00 and \$1,420.00 because of the deterioration of the improvements. Taxes, penalty, and interest in the amount of \$47.64 are to be collected.

OWNER - E. C. Pope, 1961 and 1962 inclusive, Lots 13 and 14, Block 1, New City Block 1614, Account Number 27-306.

As a result of an inspection of this property (722 Delmar Street) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$4,920.00 to \$4,060.00 due to depreciation of improvements. Taxes, penalty, and interest in the amount of \$143.66 are to be collected.

OWNER - Alda and Clara M. Corrigan, 1954 and through 1961 inclusive, Lot 7 and West 10 Feet of Lot 8, Block 1, New City 3054, Account Number 48-809.

As a result of an inspection of this property (125 Halliday) by the Chief Appraiser for the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$25,600.00 to \$19,650.00 because of the residence was badly deteriorated requiring the City to condemn the structure on October 10, 1962. The Assessments for Tax years 1954 through 1961 have been adjusted accordingly. Taxes, penalty, and interest in the amount of \$877.56 are to be collected.

OWNER - Luther L. Jackson, 1959 through 1962 inclusive, Lot 13, Block 14, New City Block 10274, Account Number 132-1795.

As a result of an inspection of this property (824 Yucca) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$2,200.00 to \$1,610.00 because of partial destruction of the improvements by vandalism. Taxes, penalty, and interest in the amount of \$61.65 are to be collected.

OWNER - Margarito Robles, 1958 through 1960 inclusive, East one-half of Lot 5, Block C, New City Block 2514, Account Number 39-1665 and Lot 5, and West one-half of Lot 6, Block C, New City Block 2514, Account number 39-1665-9-1, 1961 and 1962 inclusive.

As a result of an inspection of this property (428 Kemper) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation be reduced from \$2,400.00 to \$2,070.00 on Account Number 39-1665 and from \$5,620.00 on Account Number 39-1665-9-1, respectively because of deterioration of the improvements. Taxes, penalty, and interest in the amount of \$25.97 on Account Number 39-1665 and \$198.82 on Account Number 39-1665-9-1 respectively are to be collected.

OWNER - William D. Rohlf, Jr., 1957 through 1961 inclusive, South 50 feet of Lots 1 to 6, Block 13, New City Block 1603, Account Number 27-78.

As a result of an inspection of this property (1211 South Gevers) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$14,050.00 to \$10,050.00 because a portion of the improvements have been demolished. Taxes, penalty, and interest in the amount of \$414.16 are to be collected.

OWNER - Joe Westermann, Jr. 1959 through 1962 inclusive, Lot 61 and East 12.5 feet of Lot 60, New City Block 6142, Account Number 63-2399.

As a result of an inspection of this property (210 Funston Place) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$26,600.00 to \$22,600.00 due to the deterioration of the improvements. Taxes penalty, and interest in the amount of \$837.76 are to be collected.

OWNER - George S. Moore, 1959 through 1961 inclusive, Lot 4 and West 10 feet of Lot 5, Block 28, New City Block 397, Account Number 6-3068.

As a result of an inspection of this property (514 East Park Avenue) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$18,930.00 to \$15,570.00 because of depreciation of the improvements. Taxes, penalty, and interests in the amount of \$605.86 are to be collected.

OWNER - O. Shelley Evans, 1955 through 1962 inclusive, Lot 5, Block 2, New City Block 6086, Account Number 63-1517.

As a result of an inspection of this property (301 East Magnolia) by the Chief Appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$56,720.00 to \$44,640.00, because of age and physical condition requiring physical depreciation not previously taken. Taxes, penalty, and interest in the amount of \$1,893.58 are to be collected.

OWNER - E. B. Simmons, Jr., 1940 through 1942, 1953 through 1956, 1958 through 1960, Lots 18a and 18b, Block 6, New City Block 1992, Account Number 30-3091.

As a result of an inspection of this property (West Craig Place) by an appraiser of the City Assessor's Office, it is recommended that the assessed valuation for the years involved be reduced from \$3,390.00 to \$2,700.00 because the topography of the property subjects it to flooding by the adjacent creek. Taxes, penalty, and interest in the amount of \$141.75 are to be collected.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32073

APPROPRIATING CERTAIN SUMS IN PAYMENT FOR EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR U. S. 90 WEST EXPRESSWAY PROJECT; KELLY ACCESS ROAD PROJECT; FRESNO AND OLMOS PAVING PROJECT; LEON CREEK SEWAGE PLAT PROJECT; LEON CREEK SEWER OUTFALL LINE PROJECT; MILITARY DRIVE S. (LOOP 13) SECTION B. PROJECT AND MUNICIPAL AIRPORT RUNWAY EXTENSION PROGRAM 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 \$1.80
for recording fee on Parcel No. 387-4687.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, TexasFOR THE SUM OF \$1.80
for recording fee on Parcel No. 390-4690.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$1.80
for recording fee on Parcel No. 394-4694.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$1.95
for recording fee on Parcel No. 395-4695.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$2.95
for recording fee on Parcel No. 498-4798.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$170
for recording fee on Parcel No. 519-4819.

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texas for the sum of \$2.80
for recording fee on Parcel No. 528-4828.

2. The following sums are hereby appropriated from Highway 90 West Expressway, Bonds 1961, Fund No. 479-16, Kelly Access Road Project, in payment for statements attached hereto:

GUARDIAN ABSTRACT & TITLE COMPANY
626 Petroleum Commerce Building
San Antonio, Texasfor the sum of \$60.25
for title company charges on Parcel No. 5616.

GUARDIAN ABSTRACT & TITLE COMPANY
626 Petroleum Commerce Building
San Antonio, Texasfor the sum of \$50.05

for title company charges on Parcel No. 5617.

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

GUARANTY ABSTRACT & TITLE COMPANY
Suite 200 Milam Building
San Antonio, Texasfor the sum of \$51.40'

for title company charges on Parcel No. 5684.

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

STEWART TITLE COMPANY
514-21 Brady Building
San Antonio, Texasfor the sum of \$15.00

for cancellation fee on Parcel No. 4296.

5. The following sum is hereby appropriated out of Sewer Revenue Fund No. 204-02, Leon Creek Sewer Outfall Line Project, in payment for statement attached hereto:

ALAMO TITLE COMPANY
201 W. Travis Street
San Antonio, Texasfor the sum of \$55.65

for title company charges on Parcels E-555 and E-557.

6. The following sum is hereby appropriated out of Street Right-of-Way Purchase Bonds, 1957, Fund No. 479-12, Military Drive South (Loop 13) Section B Project, in payment for statement attached hereto:

County
JAMES W. KNIGHT, Clerk/Civil Court at Law
Bexar County Court House
San Antonio, Texasfor the sum of \$245.40

for bill of costs for Parcel No. 4277.

7. 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:

ALAMO ART AND BLUE PRINT CO., INC.
P. O. Box 117, - 506 N. Presa Street
San Antonio, Texas FOR THE SUM OF \$ 2.00

for a one Stoner map on Parcel No. 2567.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32074

ACCEPTING THE OFFER OF TURBIVILLE LINCOLN MERCURY, INC., FOR A 1965 LINCOLN CONTINENTAL FOUR-DOOR SEDAN, WHEN AVAILABLE.

* * * * *

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

The offer of Turbiville Lincoln Mercury, Inc., to give to the City of San Antonio, a 1965 Lincoln Continental Four-door sedan, when available, under the terms and conditions set forth in the agreement which is attached hereto and incorporated herein by reference, is hereby accepted.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

STATE OF TEXAS
COUNTY OF BEXAR

This agreement, entered into, by and between Turbiville Lincoln Mercury, Inc., a Texas private corporation acting through its designated officers pursuant to a resolution of its Board of Directors, hereinafter called "Turbiville" and the City of San Antonio, a Texas

Municipal Corporation, acting by and through David A. Harner, its assistant City Manager pursuant to Ordinance # 32074, it adopted Jan 30, 1964, hereinafter called "City", WITNESSETH:

1. Turbiville shall deliver to City, one 1965 Lincoln Continental four-door sedan, during the 1965 Model year. Said automobile shall meet the following specifications (factory-installed equipment).

- Transmission: Automatic
- Brakes: Power
- Steering: Power
- Air: Combination refrigeration and heating
- Glass: E-Z eye tinted (all windows)
- Radio: Standard A.M.
- Color: Black
- Tires: White Wall
- Windows: Power operated
- Front Seat: Six way power operated
- Upholstery: Leather
- Windshield Washers
- Electronic Dimmer
- Electric Antenna

2. Turbiville further agrees that it shall provide all maintenance (exclusive of tires, gasoline, washing and/or collision damage) for the automobile described above, from the date of delivery to the City, such maintenance on the 1965 model to be for a period of 18 months from its delivery. It is understood that such maintenance is over and above the usual factory warranty.

3. In connection herewith, City agrees to transfer to Turbiville, one 1964 Lincoln Continental four-door sedan, with the same specifications, provided it is in new condition except for ordinary wear and tear.

4. This instrument contains the entire agreement by and between the parties hereto.

EXECUTED this 30th day of January , 1964.

CITY OF SAN ANTONIO

BY: David A. Harner
Assistant City Manager

Turbiville Lincoln Mercury, Inc.,

BY:
President

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32075

ACCEPTING THE ATTACHED LOW QUALIFIED BIDS AS LISTED BELOW TO FURNISH THE CITY OF SAN ANTONIO VARIOUS DEPARTMENTS WITH CERTAIN ITEMS OF OFFICE FURNITURE FOR A TOTAL OF \$2,936.27.

* * * * *

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

1. The attached low qualified bids of J. Andrew Smith, Don Wittig Office Furniture Business Equipment, Paul Anderson Company and Maverick Clarke, dated November 21, 1963 to furnish the City of San Antonio, various departments with certain items of office furniture for a total of \$2,936.27 is hereby accepted as follows:

J. Andrew Smith	
Items #1, 2, 3, 4, 6 & 7 (net)	\$1,522.35
Don Wittig Office Furniture	
Items #8, 9, 10, 12, 14 & 16 (net)	753.99
Business Equipment Co.	
Items #13 and 15 (net)	452.76
Paul Anderson Co.	
Item #5 (1%-10 days)	106.45
Maverick Clarke	
Item #11 (1%-10 days)	100.72
	\$2,936.27

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

Account No.	Amount
07-01-01	\$ 76.00
07-02-01	744.67
07-02-03	106.45
07-02-04	94.96
07-03-02	462.24
07-03-09	124.56
09-03-01	178.72

Account No.	Amount	
09-09-02	94.00	
10-04-01	209.41	
11-01-01	166.77	
15-02-01	385.22	
17-01-01	199.27	
17-04-01	94.00	\$2,936.27

3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 30th day of January , 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

-
AN ORDINANCE 32076

ACCEPTING THE PROPOSAL OF AND MANIFESTING A CONTRACT WITH S. Z. CALLAHAN TO FURNISH THE CITY OF SAN ANTONIO WITH ALL REQUIREMENTS OF MOTOROLA ALTERNATOR PARTS AND SERVICE FOR A PERIOD COMMENCING ON DATE OF ACCEPTANCE BY COUNCIL AND TERMINATING JULY 31, 1964.

* * * * *

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

1. The attached bidders Proposal of S. X. Callahan to furnish the requirements of Motorola alternator parts and service for the City of San Antonio for a period commencing on date of acceptance by the City Council and terminating July 31, 1964 is hereby accepted.
2. This ordinance makes and manifests a contract with S. X. Callahan to furnish the requirements of Motorola alternators parts and service for the City of San Antonio for a period commencing on date of acceptance by council and terminating July 31, 1964. The City of San Antonio hereby agrees to purchase all its requirements of Motorola alternator parts and service from S. X. Callahan during stated contract period and according to the terms of the Bidders Proposal attached hereto and incorporated by reference.
3. This instrument in writing constitutes the entire contract between the parties, there being no other written nor oral agreement with any officer or employee of the City, it being understood that the Charter of the City of San Antonio requires all contracts of the City to be in writing and adopted by ordinance.
4. PASSED AND APPROVED this 30th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

-
AN ORDINANCE 32077

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF JIM DULANEY MACHINERY COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF PUBLIC WORKS WITH FOUR STREET SWEEPERS FOR A NET TOTAL OF \$30,240.00.

* * * * *

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

1. The attached low qualified bid of Jim Dulaney Machinery Company, dated January 24, 1964 to furnish the City of San Antonio, Department of Public Works with four Wayne 2-770 street sweepers for a net total of \$30,240.00 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-04-04, Code 5-20.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 30th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

-
AN ORDINANCE 32078

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF LES FERGUSON COMPANY TO FURNISH THE CITY OF SAN ANTONIO FINANCE DEPARTMENT CORPORATION COURT WITH CERTAIN TRAFFIC (PARKING SUMMONS) PICKETS FOR A NET TOTAL OF \$2,746.00.

* * * * *

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

1. The attached low qualified bid of Less Ferguson Company, dated January 24, 1964 to furnish the City of San Antonio, Department of Finance - Corporation court with certain traffic (parking summons) tickets for a net total of \$2,746.00 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Finance, Account No. 06-05-02.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 30th day of January, 1964.

W. W. Mcallister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32079

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF MID-CONTINENT TAB CARD COMPANY TO FURNISH THE CITY OF SAN ANTONIO, DEPARTMENT OF FINANCE WITH CERTAIN TAX STATEMENTS FOR A NET TOTAL OF \$1,986.33.

* * * * *

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

1. The attached low qualified bid of Mid-Continent Tab Card Company, dated January 24, 1964 to furnish the City of San Antonio, Department of Finance (Tax Assessor-Collector Division) with certain tax statements (Real and Personal Property) for a net total of \$1,986.33 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Finance, Account No. 06-03-02.
3. All other bids received are hereby rejected.
4. PASSED AND APPROVED this 30th day of January, 1964.

W. W. Mcallister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32080

ACCEPTING THE ATTACHED LOW QUALIFIED BID OF HEMPHILL McCOMBS TO FURNISH THE CITY OF SAN ANTONIO DEPARTMENT OF PUBLIC WORKS WITH CERTAIN MOTOR TRUCKS FOR A NET TOTAL OF \$31,680.00.

* * * * *

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

1. The attached low qualified bid of Hemphill McCombs dated December 31, 1963 to furnish the City of San Antonio, Department of Public Works with nine Ford C-700 (Tilt cab and Chassis) for garbage division for a net total of \$31,680.00 is hereby accepted.
2. Payment to be made from General Fund 1-01, Department of Public Works, Account No. 09-06-01, Code 5-16.
3. All other bids received on this particular item are hereby rejected.
4. PASSED AND APPROVED this 30th day of January, 1964.

W. W. Mcallister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32081

AWARDING A CONTRACT TO SAN ANTONIO AMBULANCE, INC., PROVIDING FOR EMERGENCY AMBULANCE AND INHALATOR SERVICE TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT THEREFOR.

* * * * *

WHEREAS, under the provisions of Article 1175 of the Revised Civil Statutes of the State of Texas, the City of San Antonio is given dominion, control and jurisdiction, in, over and under the public streets, avenues, alleys, highways, boulevards and public roads within said city, and

*Re Payment
See Ord 33840
11/11/65*

*Updated
Contract to month
2/24/66 and 34143*

WHEREAS, under the provisions of the Charter of the City of San Antonio, particularly Paragraph 13 of Section 3, there is a duty incumbent on the City to suppress, abate and prohibit all things or acts detrimental to the health, comfort, safety and convenience of the inhabitants of said City, and

WHEREAS, the City of San Antonio is the guardian of the public rights in the public rights in the public streets, ways and public property within said City and holds title for the benefit of the public, and

WHEREAS, past experience indicates that ambulances frequently race to the scene of automobile accidents in the hope of securing the business of transporting injured persons, and

WHEREAS, in proceeding to the scene of such accidents the drivers of such ambulances often violate traffic and speed regulations designed to protect the general public, and

WHEREAS, upon arrival at the scene of such accidents the drivers of such ambulances frequently have interfered with and impeded the investigation of the accident by the police as well as the medical treatment of the persons involved in such accident, and

WHEREAS, the City of San Antonio advertised for bids for emergency ambulance and inhalator service, the opening of said bids to be August 19, 1963, and

WHEREAS, upon said bid opening, the only bid received was that of Alamo City Ambulance service, Inc., operated by Lelon Cude, and

WHEREAS, the citizens of San Antonio, Texas, during the past several months have not received adequate and proper ambulance service necessitating taking measures to guarantee same; and

WHEREAS, after considerable review of the problems involved and after many meetings with several ambulance firms, it was determined to be in the best interest of the City of San Antonio, to award the contract for said service to San Antonio Ambulance, Inc., also operated by Lelon Cude; NOW, THEREFORE:

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

SECTION 1. The City Manager is authorized to execute a contract with San Antonio Ambulance, Inc., for ambulance and inhalator service, a copy of which is attached hereto and incorporated herein- by reference.

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

W. J. McAllister
MAYOR

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32082

PROVIDING FOR THE SALE OF \$5,000,000.00 IN GENERAL OBLIGATION BONDS OF THE CITY OF SAN ANTONIO.

* * * * *

WHEREAS, at an election held on January 28, 1964, the qualified electorate of the City of San Antonio authorized the issuance of \$30,000,000.00 of General Obligation Bonds for Fire Stations, Drainage Improvements, Libraries, Parks, Streets, Community and Convention Center, and Urban Renewal; and,

WHEREAS, it is deemed desirable that \$175,000.00 of Fire Station Bonds, \$1,500,000.00, of Drainage Improvements Bonds, \$750,000.00 of Park Bonds, \$2,500,000.00 of Street Bonds and \$75,000.00 of Community and Convention Center Bonds be advertised for public sale at the earliest appropriate time; NOW, THEREFORE:

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

SECTION 1. The Director of Finance is hereby directed to proceed to prepare the data and information necessary for the proper presentation and advertisement for sale of the following bonds:

- | | |
|-------------------|--|
| a. \$ 175,000.00 | Fire Station Bonds; |
| b. \$1,500,000.00 | Drainage Improvement Bonds; |
| c. \$ 750,000.00 | Park Bonds; |
| d. \$2,500,000.00 | Street Bonds; |
| e. \$ 75,000.00 | Community and Convention Center Bonds. |

SECTION 2. The Council sets 10:00 A.M., Central Standard Time, on Thursday, March 12, 1964, as the time and date upon which the Council will receive sealed bids for the purchase of said bonds.

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

SECTION 4. Payment of all necessary expenses incurred by all persons in connection with the issuance, sale and delivery of said bonds is hereby authorized, including the payment of necessary expenses incurred in making delivery of said bonds to the purchaser in New York, New York.

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

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32083

APPOINTING MEMBERS OF THE PLANNING COMMISSION. - - - - -

* * * * *

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

Sec. 1. The following persons are hereby appointed to the Planning Commission for the terms indicated:

Mr. Ralph Dietert Appointed to replace Mrs. Mike Passur for term expiring July 31, 1964.

Mr. Gilbert Garza Appointed to replace Frank Sepulveda for term expiring July 31, 1964.

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

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

AN ORDINANCE 32084

APPROVING THE SALE BY THE URBAN RENEWAL AGENCY OF SAN ANTONIO OF CERTAIN PARCELS OF LAND IN URBAN RENEWAL PROJECT I, TEX. R-39, TO MORRIS KALLISON, WAYNE C. BULL, AND JAY LEWIS RUBIN.

* * * * *

WHEREAS, a Redevelopment Plan for Urban Renewal Project No. 1, Tex. R-39, in the City of San Antonio was approved by Ordinance 29278; and

WHEREAS, certain tracts in said project as shown on the proposed resubdivision, a copy of which is filed with Ordinance #21750 of September 26, 1963, were advertised for bids on December 2, 1963, in the Commercial Recorder and other publications; and,

WHEREAS, bids were received on certain parcels in said project; and,

WHEREAS, the Board of Commissioners of the Urban Renewal Agency of the City of San Antonio adopted resolutions authorizing the sale at or above minimum disposition prices established by said Agency of four parcels in said project to the persons named below, 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 certain parcels in Urban Renewal Project No. 1, Tex R-39, as shown by the proposed resubdivision thereof, are hereby approved in accordance with Sec. 11 of Art. 1269- 1-3, Vernon's Annotated Civ. Statutes, to the purchasers named as follows:

<u>FARCEL NO.</u>	<u>NCE</u>	<u>PURCHASER</u>	<u>PRICE</u>
5	13420	Jay Lewis Rubin	\$102,670.92
1	13423	Morris Kallison	162,355.00
2	13423	Morris Kallison	63,075.00
6	13420	Wayne C. Bull	133,266.06

Reference is hereby made to a plat of the area showing the aforementioned parcels, 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 purchasers 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 each 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 30th day of January, 1964.

W. W. McAllister
M A Y O R

ATTEST: J. H. Inselmann
City Clerk

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO AUTHORIZING AND APPROVING AN AMENDMENT TO URBAN RENEWAL PLAN FOR CENTRAL WEST AREA PROJECT I, TEX. R-39, DATED FEBRUARY 16, 1961, CHANGING THE ALLOWABLE LAND COVERAGE OF PARCEL 18, ACCORDING TO THE ABOVE CITED URBAN RENEWAL PLAN, SAID PARCEL ALSO TO BE KNOWN AS PARCEL 2, NCB 13418, ACCORDING TO THE REDEVELOPMENT PLAT FOR CENTRAL WEST AREA PROJECT I, TEX. R-39, FROM TEN PERCENT (10%) TO FIFTY PERCENT (50%)

WHEREAS, the Agency desires to enter into a Contract of Sale of the above set-out parcel situated in Urban Renewal Central West Area Project I, Tex R-39, with the County of Bexar; and,

WHEREAS, the use of said parcel by the County of Bexar Requires more land coverage than is allowed in the existing Urban Renewal Plan Central West Area I; and,

WHEREAS, the Agency finds the Ten percent (10%) maximum land coverage by buildings requirements, as to this parcel, an excessive restriction; and,

WHEREAS, the Urban Renewal Plan for Central West Area Project I will not be adversely affected by increasing the maximum land coverage as to this parcel;

NOW, THEREFORE, be it resolved by the governing body of the Urban Renewal Agency that the urban Renewal Plan, dated February 16, 1961, for Central West Area Project I, Tex. R-39, be amended as follows:

1. The Coverage of land by Buildings reconstruction pertaining to Parcel 18, also known as parcel 2, NCB 13418 according to the redevelopment plat for Central West Area Project I, Tex. R-39, as set out in item 3 at page 10 of the Urban Renewal Plan, Central West Area Project I, shall be and is hereby amended from Ten percent (10%) to fifty percent (50%).

2. PASSED AND APPROVED this 17th day of January, 1964.

APPROVED

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

ATTEST: /s/ M. Winston Martin
Executive Secretary

A RESOLUTION

DESIGNATION CERTAIN PARCELS IN CENTRAL WEST PROJECT TEX. R-39 FOR DISPOSITION AND SALE BY COMPETITIVE BIDDING, DEFERRING THE ESTABLISHMENT OF A MINIMUM DISPOSAL PRICE UNTIL AFTER BIDS ARE RECEIVED; APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH SAID LAND DISPOSITION; AND AUTHORIZING LEGAL ADVERTISEMENT FOR SUCH SALE.

* * * * *

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO:

1. The sale of those parcels in the Central West Project I area more fully shown on Exhibit "A" attached hereto is hereby authorized.
2. Said sale shall be by competitive sealed bids in compliance with all the provisions of the Texas Urban Renewal Law (Article 12691-3 Vernon's Annotated Civil Statutes).
3. Minimum disposal prices for those parcels described in Exhibit "A" shall be established after bids have been received.
4. Documents to be used in the disposition of property for redevelopment are hereby ratified and approved and are attached hereto as Exhibit "B" hereof.
5. The executive director of the Urban Renewal Agency of the City of San Antonio is hereby authorized to advertise for bids for the sale of parcels in Central West Project I and

to perform all other functions in connection with said sale as set forth in the disposition documents approved in Paragraph 4 above.

6. The documents and copy of this resolution are to be furnished the Housing and Home Finance Agency for concurrence.

7. PASSED AND APPROVED this 21st day of March, 1962.

/s/ R. Roy Baines
Chairman

attest: /s/ M. Winston Martin, Secretary

EXHIBIT B

CONTRACT FOR LAND DESPOSITION

STATE OF TEXAS

COUNTY OF BEXAR

This agreement is entered into this _____ day of _____, 196____, between the Urban Renewal Agency of the City of San Antonio, hereinafter referred to as "Agency" and _____, hereinafter referred to as "Redeveloper" in words and figures as follows, to-wit: WITNESSETH:

1. 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 a part 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 deposited 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 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 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: _____

_____ DOLLARS (\$ _____).

b. Agency will convey title to the property to 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 with 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 purchased 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 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 building, 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 law 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 approve 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, 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 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 obligation 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" Described 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 restrictions 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 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 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 lessees of such lands have the same rights, titles and incidents of ownership therein which are enjoyed by purchasers 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.

VII. 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 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 _____
- 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 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 binding upon and shall extend to all of the successors, assigns, transferees, heirs, executors and administrators and any mortgagees to the extend 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 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 maybe. 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: _____
REDEVELOPER

ATTEST: _____

*Amended
Ord 32248
by Ord 231, 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